



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, JANUARY 11, 2022 - 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"). On September 16, 2021, Assembly Bill 361 (AB 361) was signed by Governor Newsom to allow for the City Council to attend City Council meetings electronically/telephonically and for the public to participate in the City Council meeting by electronic means. Given the health risks associated with COVID-19 and the recent surge of the Omicron variant, state and local officials are recommending measures to promote social distancing. To that end, the Stanton City Council will return to virtual meetings until further notice. The health and well-being of our residents and staff is the top priority for the City of Stanton, and people are urged to take all appropriate health safety precautions.

Members of the public will be able to access the meeting live electronically/telephonically using any of the following sources.

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: (856 5809 9322)** to be connected to the meeting.

In order to join the meeting via electronic device please utilize the URL link below:

- <https://us02web.zoom.us/j/85658099322?pwd=eHVzWHd4ZjZySHhmT1RBK1BYbEN2QT09>

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@StantonCA.gov with the subject line "PUBLIC COMMENT ITEM #" (*insert the item number relevant to your comment*). Comments received no later than 5:00 p.m. before the meeting (*Tuesday, January 11, 2022*) will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read e-mailed comments at the meeting. However, the official record will include all e-mailed comments received until the close of the meeting.

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 Taylor
Council / Agency / Authority Member Van
Council / Agency / Authority Member Warren
Mayor Pro Tem / Vice Chairman Ramirez
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 LEGAL COUNSEL-ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9 (d) (2)

Number of Potential Cases: 2

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

Property: 10692 Beach Boulevard, CA (APN 126-434-12)

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

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

5. CALL TO ORDER STANTON CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY JOINT REGULAR MEETING (6:30 PM)

6. **ROLL CALL** Council / Agency / Authority Member Taylor
Council / Agency / Authority Member Van
Council / Agency / Authority Member Warren
Mayor Pro Tem / Vice Chairman Ramirez
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 December 3, 2021 – December 30, 2021, in the amount of \$3,963,336.50.

9C. **APPROVAL OF MINUTES**

1. City Council/Successor Agency/Housing Authority approve Minutes of Joint Regular Meeting – December 14, 2021; and
2. City Council approve Minutes of Special Meeting – December 16, 2021.

9D. NOVEMBER 2021 INVESTMENT REPORT

The Investment Report as of November 30, 2021, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of November 2021.

9E. OCTOBER 2021 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of October 31, 2021, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of October 2021.

9F. NOVEMBER 2021 GENERAL FUND REVENUE AND EXPENDITURE REPORT AND STATUS OF CAPITAL IMPROVEMENT PROGRAM

The Revenue and Expenditure Report for the month ended November 30, 2021, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, staff has provided a status of the City's Capital Improvement Projects (CIP) as of November 30, 2021.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and

2. Receive and file the General Fund and Housing Authority Fund's November 2021 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended November 30, 2021.

9G. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING SUBDIVISION TRACT MAP NO. 18107

The subdivision tract map for the development of seventeen (17) three-story attached condominium units for the property located at 11752 Beach Blvd has been submitted by the developer for final certification and recordation.

RECOMMENDED ACTION:

1. City Council declares this project categorically exempt under the California Environmental Quality Act, Class 32, and Section 15332; and
2. Adopt Resolution No. 2022-03 approving final Tract Map No. 18107, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING SUBDIVISION TRACT MAP NO. 18107 FOR THE PROPERTY LOCATED AT 11752 BEACH BOULEVARD”; and

3. Find that the recordation of Tract Map No. 18107 will not be in violation of any of the provisions of Section 66474, 66474.1, and 66474.2 of the Subdivision Map Act; and
4. Find 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
5. Direct the City Engineer to review and approve any further technical edits necessary to allow for County Surveyor approval and for recordation of the map with the County Recorder of Orange County, and if edits are necessary, to require a revised Tract Map with a revised City Engineer's certificate on the face of Tract Map for endorsement by the current City Engineer; and
6. Direct the City Engineer to collect any security instruments required by the Stanton Municipal Code and the Subdivision Map Act to guarantee construction of private and public improvements prior to the City Clerk endorsing the City Clerk's certificate on the face of the Tract Map; and
7. Direct the City Clerk to endorse on the face of the map of the Tract Map, the certificate which embodies the approval of said map, and submit the map to the County Recorder of Orange County for recording.

9H. MEETING DATES FOR THE STANTON CITY COUNCIL, STANTON PARKS, RECREATION AND COMMUNITY SERVICES COMMISSION, STANTON PLANNING COMMISSION, AND STANTON PUBLIC SAFETY COMMITTEE

City Council review the attached 2022 meeting dates for the Stanton City Council, Stanton Parks, Recreation and Community Services Commission, Stanton Planning Commission, and Stanton Public Safety Committee.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Stanton City Council, Stanton Parks, Recreation and Community Services Commission, Stanton Planning Commission, and Stanton Public Safety Committee meeting dates for the year 2022.

9I. AWARD OF CONTRACT TO NV5 TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR THE PREPARATION OF AN UPDATED SEWER MASTER PLAN

A Sewer Master Plan assesses the needs of the City's sewer system and plans and prioritizes maintenance and rehabilitation of the system with available funding. An updated sewer master plan is not only a requirement of the City's Waste Discharge Permit issued by the Santa Ana Regional Water Quality Control Board but is also a useful planning tool for the City's Capital Improvement Plan. Preparation of the updated Sewer Master Plan will require the services of a highly specialized consulting firm. The previous Sewer Master Plan update was prepared in 2014 by AKM Consulting Engineers. City staff released a "Request for Proposal" (RFP) soliciting proposals to provide an updated Sewer Master Plan to reflect the current condition of the sewer system, to assess the capacity of the existing system to handle flows generated at the ultimate "build-out" of the City, and to develop a comprehensive 10-year Capital Improvement Program with recommended projects. One firm provided a proposal: NV5. City staff believes that NV5 is qualified to update the City's Sewer Master Plan.

RECOMMENDED ACTION:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301b; and
2. Award a contract to NV5 to provide an updated Sewer Master Plan and to develop a 10-year comprehensive prioritized Capital Improvement Program with recommended projects for a maximum contract amount of \$499,265; and

3. Approve an appropriation of \$50,000 from the Sewer Maintenance Fund's available balance to increase the Fiscal Year 2021/22 budget for the Sewer Master Plan project (Task Code No. 2022-301) from \$500,000 to \$550,000; and
4. Authorize the City Manager to bind the City of Stanton and NV5 in a contract to provide the services; and
5. Authorize the City Manager to approve contract change orders with NV5, as needed and determined by City staff, up to a total contract amount of \$550,000.

9J. RENEWAL OF AUTHORIZATION FOR VIRTUAL PUBLIC MEETINGS PURSUANT TO AB 361

Consideration of the circumstances of the state of emergency related to the COVID-19 pandemic to determine whether remote teleconference meetings of the City Council, Committees, and Commissions can continue to be held under the provisions of AB 361.

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Reconsider the circumstances of the state of emergency; and
3. Find that state or local officials have continued to impose or recommend measures to promote social distancing; and
4. Direct staff, no later than 30 days after the City Council approves the recommended action, to report back on the state-proclaimed state of emergency so that City Council may reconsider the circumstances of the emergency, and, if appropriate, make findings to continue to hold virtual meetings of City legislative bodies pursuant to AB 361.

9K. AGREEMENT TO TRANSFER FUNDS” TO THE CITY OF STANTON OF THE BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC) 2021-2022 NORTH ORANGE COUNTY PUBLIC SAFETY COLLABORATIVE FUNDING PROGRAMS

The City, as part of and on behalf of the North Orange County Public Safety Collaborative, has been designated to receive \$7,800,000 in 2021-2022 Corrections Planning and Grant Programs funding from the Board of State and Community Corrections (BSCC). The funds will support a regional collaborative effort for the purpose of violence prevention, intervention, and suppression activities. The funds are to be spent during the funding period—from October 1, 2021 through June 30, 2026.

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Receive and file the “Agreement to Transfer Funds” to the City of Stanton of the Board of State and Community Corrections (BSCC) 2021-2022 North Orange County Public Safety Collaborative Funding Programs.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS

10A. PUBLIC HEARING TO CONSIDER SITE PLAN AND DESIGN REVIEW SPDR-811, CONDITIONAL USE PERMIT CUP 20-04, PLANNED DEVELOPMENT PERMIT PDP 20-07, DEVELOPMENT AGREEMENT DA 20-04, TENTATIVE TRACT MAP NO. 19119 AND ADOPTION OF THE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND ASSOCIATED MITIGATION MONITORING AND REPORTING PROGRAM FOR A NEW 79-UNIT TOWNHOME PROJECT INCLUDING 7 LOW INCOME AFFORDABLE UNITS LOCATED AT 12200 BEACH BOULEVARD IN THE COMMERCIAL GENERAL (CG), GENERAL MIXED-USE (GLMX) OVERLAY ZONE

A public hearing to consider a new 79-unit, single family, townhome project including 7 low-income affordable units and associated improvements located at 12200 Beach Boulevard. Applications include Development Agreement DA 20-04, Site Plan and Design Review SPDR-811, Conditional Use Permit CUP 20-04, Planned Development Permit PDP 20-07 and Tentative Tract Map No. 19119.

RECOMMENDED ACTION:

1. City Council conduct a public hearing; and

2. Adopt Resolution No. 2022-01 adopting an Initial Study and Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program (MMRP) for the development of 79 townhome units including 7 low-income affordable units and associated improvements at 12200 Beach Boulevard, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING AN INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE DEVELOPMENT OF 79 TOWNHOME UNITS INCLUDING 7-LOW INCOME AFFORDABLE UNITS AND ASSOCIATED IMPROVEMENTS AT 12200 BEACH BOULEVARD”; and

3. Introduce Ordinance No. 1118, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND BONANNI DEVELOPMENT FOR CERTAIN REAL PROPERTY LOCATED AT 12200 BEACH BOULEVARD WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ.”; and

4. Adopt Resolution No. 2022-02 approving Site Plan and Design Review SPDR-811, Conditional Use Permit C20-04, Planned Development Permit PDP 20-07 and Tentative Tract Map No. 19119 for a new 79-unit, townhome development including 7 low-income affordable units and associated improvements, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING SITE PLAN AND DESIGN REVIEW SPDR-811, CONDITIONAL USE PERMIT C20-04, PLANNED DEVELOPMENT PERMIT PDP 20-07 AND TENTATIVE TRACT MAP NO. 19119 FOR A NEW 79-UNIT TOWNHOME DEVELOPMENT INCLUDING 7 LOW-INCOME AFFORDABLE UNITS AND ASSOCIATED IMPROVEMENTS FOR THE PROPERTY LOCATED AT 12200 BEACH BOULEVARD LOCATED IN THE COMMERCIAL GENERAL (CG), GENERAL MIXED-USE (GLMX) OVERLAY ZONE”; and

5. Set Ordinance No. 1118 for second reading and adoption at the January 25, 2022 regularly scheduled City Council meeting.

ROLL CALL VOTE:

Council Member Taylor
Council Member Van
Council Member Warren
Mayor Pro Tem Ramirez
Mayor Shawver

11. UNFINISHED BUSINESS

11A. APPROVAL OF ORDINANCE NO. 1114

This Ordinance was introduced at the regular City Council meeting of December 14, 2021.

RECOMMENDED ACTION:

1. City Clerk read the title of Ordinance No. 1114, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF STANTON, CALIFORNIA AMENDING STANTON MUNICIPAL CODE TITLE 20, ZONING, SECTION 20.400.330 ACCESSORY DWELLING UNITS, TO UPDATE THE CITY’S ACCESSORY DWELLING UNIT (ADU) AND JUNIOR ACCESSORY DWELLING UNIT (JADU) REGULATIONS”; and

2. City Council adopt Ordinance No. 1114.

ROLL CALL VOTE:

Council Member Taylor
Council Member Van
Council Member Warren
Mayor Pro Tem Ramirez
Mayor Shawver

11B. APPROVAL OF ORDINANCE NO. 1116

This Ordinance was introduced at the regular City Council meeting of December 14, 2021.

RECOMMENDED ACTION:

1. City Clerk read the title of Ordinance No. 1116, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING SECTION 6.06 OF THE STANTON MUNICIPAL CODE REQUIRING “MANDATORY ORGANIC WASTE DISPOSAL REDUCTION” AND FINDING SAME EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT”; and

2. City Council adopt Ordinance No. 1116.

ROLL CALL VOTE:

Council Member Taylor
Council Member Van
Council Member Warren
Mayor Pro Tem Ramirez
Mayor Shawver

12. NEW BUSINESS

12A. MAYOR'S APPOINTMENTS OF COUNCIL MEMBERS AS REPRESENTATIVES TO VARIOUS BOARDS, COMMISSIONS, COMMITTEES AND AGENCIES

Traditionally, Council Members have been appointed by the Mayor to serve on numerous outside committees, boards, commissions and agencies. Each appointee is responsible for representing the City and voting on behalf of the City Council. The Mayor conducts a review and selects appointees, as detailed in Attachment A, with the exception of the Orange County Fire Authority ("OCFA") appointment, which is required to be made by City Council Resolution, the Mayor may otherwise make appointments to each committee, board, commission or agency by nomination and Minute Order confirmation. In addition, the Fair Political Practices Commission ("FPPC") regulations require the adoption and posting of Form 806, Agency Report of Public Official Appointments, in order for individual Council Members to participate in a City Council vote that would result in him or her serving in a position that provides compensation of \$250 or more in any 12-month period.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. City Council discuss and confirm the Mayor's appointments; and
3. Approve Fair Political Practices Commission Form 806 and authorize the City Clerk to post the form on the City's website.

12B. PURCHASE AND SALE AGREEMENT FOR 10692 AND 10712 BEACH BOULEVARD AND APPROPRIATION OF FUNDS

The attached Purchase and Sale Agreement would authorize the City to complete the purchase of 10692 and 10712 Beach Boulevard, Stanton, for appropriate public purposes and further revitalization of Beach Boulevard.

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Approve the Purchase and Sale Agreement (Agreement) for the properties of 10692 and 10712 Beach Boulevard, Stanton; and
3. Authorize the City Manager to execute the Agreement and take other necessary actions to perform Stanton's obligations under the Agreement; and
4. Appropriate \$2,800,000 from the American Rescue Plan Act Fund (Fund 257).

13. ORAL COMMUNICATIONS - PUBLIC

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

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

14. WRITTEN COMMUNICATIONS None.

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

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

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

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

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

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

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

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 6th day of January, 2022.

s/ Patricia A. Vazquez, City Clerk/Secretary

Item: 9B

Click here to return to the agenda

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

December 3, 2021 - December 30, 2021

Electronic Transaction Nos.	1675-1713	\$	2,946,376.25
Check Nos.	134551-134650	\$	1,016,960.25

TOTAL	\$	3,963,336.50
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**Demands listed on the attached registers
conform to the City of Stanton Annual
Budget as approved by the City Council.**



City Manager

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



Finance Director

Accounts Payable

Checks by Date - Detail by Check Number

User: mbannigan
Printed: 1/3/2022 4:05 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
1675	ICM1540 PPE 11/20/2021	ICMA RETIREMENT TRUST 302393 PPE 11/20/21-ICMA #302393	12/03/2021	3,120.00
Total for Check Number 1675:				3,120.00
1676	BEN15755 10078 10078 10078	BENEFIT COORDINATORS CORPORAT November 2021 Prism Life Ins-Employee November 2021 Prism Life Ins-City November 2021 Prism Life Ins-City	12/03/2021	426.78 464.40 2,372.00
Total for Check Number 1676:				3,263.18
1677	TIM14834 40	TIM SHAW & ASSOCIATES Regional CBO-Capacity Building (Oct 2021)	12/03/2021	2,187.50
Total for Check Number 1677:				2,187.50
1678	PRE2382 EIA42556 EIA42556 EIA42556	PREFERRED BENEFIT November 2021-Cobra Share November 2021 Delta Dental-City Share November 2021 Delta Dental-Employee Share	12/03/2021	68.70 1,691.24 210.26
Total for Check Number 1678:				1,970.20
1679	KAN13336 3 3 4 4	SOO KANG Regional Special Dept Expense-Communication: Soo Kang Vehicle Allowance-Sept 2021 Soo Kang Vehicle Allowance-Oct 2021 Regional Special Dept Expense Communication:	12/03/2021	150.00 300.00 300.00 150.00
Total for Check Number 1679:				900.00
1680	APP15086 F46E586-0034 F46E586-0034 F46E586-0036 F46E586-0036	APPLEDORE, INC Regional CBO-Data Integration:Outreach Grid (Regional CBO-Data Integration:Outreach Grid (Regional CBO-Data Integration:Outreach Grid P Regional CBO-Data Integration:Outreach Grid P	12/03/2021	63,711.00 21,237.00 135,432.00 45,144.00
Total for Check Number 1680:				265,524.00
1681	REC16138 23889 24608 24643 24672 24684 24735	RECTRAC REFUNDS Partial refund Jina Song for instructor missed Hc Partial refund Michelle Gao for instructor missec Refund Chuong Minh Nhan for Park Shelter Dep Refund Anna Mae Masapequena for Park Shelter Refund John Barna for Park Shelter Deposit on 1 Refund Sam Trout for Park Shelter Deposit on 1	12/06/2021	14.17 14.17 150.00 150.00 300.00 150.00
Total for Check Number 1681:				778.34
1682	GOL1321	GOLDEN STATE WATER COMPANY	12/06/2021	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	December 03	Sept 14-Nov 10 Water Services Building Novem		422.70
			Total for Check Number 1682:	422.70
1683	REC16138 24765	RECTRAC REFUNDS Refund Juan Mendoza for cancelled Beginner Te	12/07/2021	40.00
			Total for Check Number 1683:	40.00
1684	CAS683 Dec-21 Dec-21 Dec-21 Dec-21	CA ST PERS-HEALTH BENEFIT December 21 Health Ins-City Share December 21-Retiree Insurance December 21 Health Ins-Employee December 21-Adm Services Health Ins	12/08/2021	29,362.91 3,655.00 3,662.08 105.03
			Total for Check Number 1684:	36,785.02
1685	OCF2164 S0447596 S0447596 S0447596 S0447596	OC FIRE AUTHORITY 2nd Quarter Facilities Maintenance 2nd Quarter Contract 2nd Quarter Contract 2nd Quarter Vehicle Replacement	12/09/2021	2,168.25 353,576.00 914,439.25 13,203.50
			Total for Check Number 1685:	1,283,387.00
1686	OCA2137 SH 60812 SH 60812 SH 60812 SH 60812 SH 60812 SH 60812 SH 60812	COUNTY OF ORANGE TREASURER- T. Sheriff Contract Services Dec-2021 Sheriff Contract Services (Office Specialist Fron Sheriff Contract Services Dec-2021 0.25% Early Payment Discount Sheriff Contract Services (Mobile Data Compute Sheriff Contract Services (Mobile Data Compute Sheriff Contract Services (Crime Prevention Spe	12/09/2021	713,169.29 6,252.42 307,121.97 -2,586.49 738.00 334.83 6,979.75
			Total for Check Number 1686:	1,032,009.77
1687	OCA2137 SH 60851	COUNTY OF ORANGE TREASURER- T. AFIS (Fingerprinting) December 2021	12/09/2021	1,529.00
			Total for Check Number 1687:	1,529.00
1688	USB3019 Food4Less Smart & Final	US BANK Grocery Gift Cards-Meal Gap Program Grocery Gift Cards-Meal Gap Program	12/09/2021	17,500.00 18,750.00
			Total for Check Number 1688:	36,250.00
1689	INT1569 12/4/2021 12/4/2021 12/4/2021	INTERNAL REVENUE SERVICE (MC) Medicare-Employee Share (ME) Medicare-City Share (FD) Federal Tax Withholding	12/13/2021	2,158.03 2,137.92 15,674.76
			Total for Check Number 1689:	19,970.71
1690	EDD1067 12/4/2021 12/4/2021	EDD State Unemployment State Tax Withholding	12/13/2021	174.78 5,514.99
			Total for Check Number 1690:	5,689.77
1691	ICM1540 PPE 12/04/2021	ICMA RETIREMENT TRUST 302393 PPE 12/04/21-ICMA #302393	12/13/2021	3,120.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 1691:				3,120.00
1692	REC16138	RECTRAC REFUNDS	12/13/2021	
	24680	Refund Henry Ha for cancelled Adult Tennis 10/		40.00
	24681	Refund Henry Ha for cancelled Adult Tennis 10/		40.00
	24751	Refund Monica Metcalf for Park Shelter Deposit		150.00
	24872	Refund Malisa Bon for Park Shelter Deposit 12/		150.00
	24874	Refund Vanessa Suarez for Park Shelter Deposit		100.00
	24922	Refund Pupe Alani for Park Shelter Deposit 12/1		150.00
	24935	Refund Joshua Costa for Park Shelter Deposit 12		50.00
	24936	Refund Peter Nguyen for Park Shelter Deposit 12		150.00
Total for Check Number 1692:				830.00
1693	CAS680	CA ST PERS 103	12/14/2021	
	PPE 11/20/2021	PERS-City's Share Classic T2 PPE 11/20/2021		2,932.34
	PPE 11/20/2021	PERS-Survivor New T3 (Maria Beltran) PPE 11/		-0.93
	PPE 11/20/2021	PERS-Employee's Share T1 PPE 11/20/2021		1,929.15
	PPE 11/20/2021	PERS-Survivor Classic T2 PPE 11/20/2021		5.58
	PPE 11/20/2021	PERS-City's Share New T3 PPE 11/20/2021		5,556.53
	PPE 11/20/2021	PERS-City's Share T1 PPE 11/20/2021		2,998.45
	PPE 11/20/2021	PERS-Employee Classic T2 PPE 11/20/2021		2,372.98
	PPE 11/20/2021	PERS-Survivor New T3 PPE 11/20/2021		26.97
	PPE 11/20/2021	PERS-Employee New T3 PPE 11/20/2021		4,941.56
	PPE 11/20/2021	PERS-Survivor (Employee) T1 PPE 11/20/2021		9.30
Total for Check Number 1693:				20,771.93
1694	GOL1321	GOLDEN STATE WATER COMPANY	12/14/2021	
	December 13	Sept 21-Nov 19 Water Services Park November 1		187.34
Total for Check Number 1694:				187.34
1695	REC16138	RECTRAC REFUNDS	12/14/2021	
	24859	Refund Huyen Truong for Park Shelter Deposit c		100.00
	24859	Refund Huyen Truong for cancelled Park Shelter		35.00
Total for Check Number 1695:				135.00
1696	REC16138	RECTRAC REFUNDS	12/16/2021	
	24897	Refund Antonio Pacheco for cancelled Park Shel		75.00
	24897	Refund Antonio Pacheco for Park Shelter Depos		100.00
Total for Check Number 1696:				175.00
1697	GOL1321	GOLDEN STATE WATER COMPANY	12/16/2021	
	December 13	Sept 24-Nov 23 Water Services Median Novemb		221.65
Total for Check Number 1697:				221.65
1698	BES12575	BEST BEST & KRIEGER LLP	12/17/2021	
	920150	General Fees thru 10-31-2021		19,239.88
	920151	DFN 20-0101 Fees thru 10-31-2021 (Habitat for		28.20
	920152	General Fees thru 10-31-2021		2,483.60
	920153	DFN 19-0121 Fees thru 10-31-2021 (Tina/Pacifi		2,143.20
	920154	General Fees thru 10-31-2021 (ARPA)		82.50
	920155	Code Enforcement Fees thru 10-31-2021		2,146.12
	920156	DFN 20-0109 Fees thru 10-31-2021 (KB Homes		3,326.40
	920157	General Fees thru 10-31-2021		56.40
	920158	Labor & Unemployment thru 10-31-2021		902.40
	920159	General Fees thru 10-31-2021		3,032.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	920160	DFN 20-0110 Fees thru 10-31-2021 (Bonanni-Bi		2,135.00
	920161	DFN 20-0110 Fees thru 10-31-2021 (Bonanni-Bi		186.00
	921661	General Fees thru 11-30-2021		14,487.24
	921662	Code Enforcement Fees thru 11-30-2021		8,682.69
	921663	SHA Fees thru 11-30-2021		56.40
	921663	DFN 20-0101 Fees thru 11-30-2021 (Habitat for		676.80
	921664	DFN 20-0101 Fees thru 11-30-2021 (Habitat for		423.00
	921665	DFN 20-0109 Fees thru 11-30-2021 (KB Homes		338.40
	921666	General Fees thru 11-30-2021 (CEQA)		507.60
	921667	Labor & Unemployment thru 11-30-2021		1,128.00
	921668	General Fees thru 11-30-2021 (Litigation)		1,381.80
	921669	DFN 20-0110 Fees thru 11-30-2021 (Bonanni-Bi		1,421.50
	921669	General Fees thru 11-30-2021 (Applicant-Initiate		1,080.00
	921670	DFN 19-0114 Fees thru 11-30-2021 (Bonanni-V		245.00
	921671	General Fees thru 11-30-2021 (Special Projects)		8,546.30
	921672	DFN 19-0121 Fees thru 11-30-2021 (Tina/Pacifi		3,214.80
	921673	General Fees thru 11-30-2021 (ARPA)		1,498.30
Total for Check Number 1698:				79,450.03
1699	VSP13387	VISION SERVICE PLAN - (CA)	12/17/2021	
	813727840	December 2021 Health Ins-Employer VSP		535.12
	813727840	December 2021 Health Ins-Employee VSP		64.34
	813727840	December 2021 Health Ins-Lilley Jennifer		5.55
Total for Check Number 1699:				605.01
1700	PUB15477	PUBLIC AGENCY RISK SHARING AUT	12/17/2021	
	PPE 12/04/2021	PARS-PPE 12/04/2021		1,058.96
Total for Check Number 1700:				1,058.96
1701	JEN14424	ANA JENSEN	12/17/2021	
	PPE 12/04/2021	Wage Garnishment PPE 12/04/2021		200.00
Total for Check Number 1701:				200.00
1702	USB3019	US BANK	12/20/2021	
	99 Cent	Christmas Deco for office and story board-Stock		19.68
	AC Pro-Westmins	Duct Sealant		21.40
	Ace Hardware	Asphalt patch for pothole repair in streets		588.02
	All American	City logo seals for City vehicles		423.89
	Amazon	Book for CSMFO Meeting (will be reimbursed t		18.48
	Amazon	Media/Breakroom TV/Roku		75.04
	Amazon	OST:Arts & Crafts Supplies-Tissue paper, glue &		66.33
	Amazon	REFUND/Amazon Prime Membership		-14.13
	Amazon	Book for CSMFO Meeting (will be reimbursed t		18.48
	Amazon	OST:Board Games		109.77
	Amazon	Tree Lighting:Events Supplies & Deco		51.67
	Amazon	Equipment/(2) Surface Pros		2,109.72
	Amazon	REFUND/Network Hardware/Backup/Stanton D		-337.11
	Amazon	Building Maint/(6) Light Bulbs		219.78
	Amazon	OST:Craft Materials		19.55
	Amazon	Key for tool box on Code GMC truck		10.58
	Amazon	OST:Board Games		96.39
	Amazon	IT Hardware/(2) Surface Pro Keyboards		378.46
	Amazon	Book for CSMFO Meeting (will be reimbursed t		18.60
	Amazon	Tree Lighting:Events Supplies & Deco		48.97
	Amazon	Command Strips		43.93
	Amazon	Equipment Hardware/Monitor/Assist Eng		868.91
	Amazon	Network Hardware/Backup/Stanton Documents		337.11

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Amazon	Electronics/(2) USB Hubs/(2) Wireless Mouse		92.82
	Amazon	Pens, electronic wipes		44.45
	Amazon	Book for CSMFO Meeting (will be reimbursed t		18.82
	Amazon	Phone Cases/HOCs		34.01
	Amazon	Equipment/(2) Surface Pros		2,109.72
	Amazon	Tree Lighting:Candy Canes		84.60
	Amazon	REFUND/Network Hardware/Switches		-586.16
	Amazon	Tree Lighting:Events Supplies & Deco		2.56
	Amazon	Book for CSMFO Meeting (will be reimbursed t		18.60
	Amazon	Network Hardware/Backup/Stanton Documents		337.11
	Amazon	Book for CSMFO Meeting (will be reimbursed t		18.31
	Amazon	Book for CSMFO Meeting (will be reimbursed t		18.67
	Amazon	Network Hardware/Switch/P&R Counter		715.58
	Amazon	Amazon Prime Membership		14.13
	Amazon	Book for CSMFO Meeting (will be reimbursed t		18.31
	Amazon	Book for CSMFO Meeting (will be reimbursed t		18.34
	Amazon	Book for CSMFO Meeting (will be reimbursed t		18.56
	Amazon	Parts for Sheriff Station repairs		85.18
	Amazon	Power Related/IT Hardware/Surge Protectors/SC		91.84
	Amazon	Book for CSMFO Meeting (will be reimbursed t		18.31
	Amazon	Wireless keyboard		22.81
	Amazon	Book for CSMFO Meeting (will be reimbursed t		18.48
	Amazon	Book for CSMFO Meeting (will be reimbursed t		36.62
	Amazon	Book for CSMFO Meeting (will be reimbursed t		18.31
	Amazon	Book for CSMFO Meeting (will be reimbursed t		18.31
	Amazon	KNO:Nov-Deco, bingo cards & paper plates		66.30
	Amazon	Book for CSMFO Meeting (will be reimbursed t		18.48
	Amazon	Book for CSMFO Meeting (will be reimbursed t		18.48
	Amazon	Equipment/(2) Laptops		1,955.32
	Amazon	Network Hardware/Switches		586.16
	Amazon	Parts to repair Veterans Park		419.76
	Amazon	Materials and Supplies		119.61
	Amazon	OST:Arts & Crafts Supplies-Feathers & wiggle c		29.34
	Amazon	Book for CSMFO Meeting (will be reimbursed t		18.67
	Amazon	Power Related/IT Hardware/Battery/SCP		176.12
	Amazon	Computer equipment dusters		22.83
	Amazon	Book for CSMFO Meeting (will be reimbursed t		18.31
	Amazon	Halloween Event Decorations		136.84
	Apple	Computer Purchase Program-K.Haro		864.92
	Briarwood	Contractual Services		-250.00
	Buena Park Hond	Repair to City Hall pool car		507.04
	Buena Park Mayo	Buena Park Mayor's Prayer Breakfast/Council		50.00
	Carrot Top	Flags for flag poles		264.29
	CCAC	Annual Membership Dues:P.Vazquez		200.00
	Certifix Live	Sep2021/Fingerprint Rolling Fees		198.00
	CJPIA	Management Virtual Academy		175.00
	Command Link	Internet Coverage for City/NOV-2021		3,662.04
	Cortina Foods	Food for Meeting		120.90
	Costco	Refreshments for Veteran's Day Ceremony		89.69
	Costco	FRC:Coffee w/Cop-Waters & snacks		36.76
	Costco	KNO:Oct-Apple juice & (2) bags of candy		51.06
	Costco	Special Events:Halloween-Pumpkins & (1) bag c		36.94
	CSMFO	Annual CSMFO Dues-Bannigan		110.00
	CVS	Emergency Meal Assistance		19.56
	CVS	KNO:Oct-Bag of Pretzels for goody bags		3.49
	Digital Space	NOV-2021/City Website Hosting Service		22.00
	Dollar Tree	Special Events:Halloween		10.78
	Dollar Tree	CEAC Give aways Halloween-Pencils, Pops, tut		24.24
	Dollar Tree	Basic Neccessity Assistance		5.39

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Dollar Tree	Employee Holiday Gift Supplies		85.32
	Dollar Tree	Candy buckets for Halloween Festival carnival g		4.31
	Dollar Tree	(2) Wrap holographic silver, (2) Plastic lantern C		4.31
	Donut King	Pepper Spray Training Supplies		23.33
	Doubletree	Hotel Charges for CMRTA Conf/Berkeley/11/2-1		450.54
	Expedia	Emergency Motel Assistance		555.30
	Expedia	Emergency Motel Assistance		227.22
	Expedia	Emergency Motel Assistance		-227.22
	Expedia	Emergency Motel Assistance		227.22
	ExxonMobil	OCSO Motor Officer/Motorcycle Gas		25.74
	Facebook	Marketing:Halloween Festival/Veterans		58.21
	Facebook	Marketing:Halloween Festival		75.00
	Facebook	Marketing:Halloween Festival/Veterans		75.00
	Facebook	Marketing:Veterans, Tree Lighting, CEAC		75.00
	Factory Direct	Tree Lighting:Tree Deco (Item Refund)		-51.90
	Factory Direct	Tree Lighting:Tree Deco		56.44
	Factory Direct	Tree Lighting:Tree Deco (Shipping Refund)		-4.54
	Five Guys	Food for Major Traffic Accident Call Out		183.16
	Google Appsheet	Work Order Program Usage Fee 11/5/21-12/5/21		456.14
	Gov Tax Seminar	Government Payroll Tax Seminar		410.00
	Harbor Freight	Materials and Supplies		19.38
	Herc Rentals	Halloween-Additional Lighting		501.11
	Hobby Lobby	OST:Craft Materials		15.56
	Home Depot	Parts for Sheriff Station faucet repairs		107.66
	Home Depot	Parts to repair park bench at Veterans		179.46
	Home Depot	Tools		326.96
	Home Depot	Parts for Christmas Tree base		104.41
	Home Depot	Parts for Sheriff Station faucet repairs		183.29
	Home Depot	(5) BBQ and Grill Cleaner, (1) Trash Picker		59.67
	Home Depot	Tools for Maintenance Crew		117.31
	Home Depot	Generator rental for Halloween Festival-Deposit		350.00
	Home Depot	Deposit return for generator rental		-277.14
	Home Depot	Parts to repair Stanton Park restroom		20.77
	Home Depot	(1) Bucket for trash picker collection, (1) Shovel		27.14
	Home Depot	Parts to repair Veterans Park		28.18
	Home Depot	Smart level		126.24
	Home Depot	Parts for Christmas Tree base		52.07
	Ideal Stamp	Ideal Stamp Shop Sales Tax		3.34
	Ideal Stamp	Ideal Stamp Shop ST		-3.34
	Ideal Stamp	Engineer Stamp		38.14
	Ideal Stamp	Engineer Stamp-red ink		32.65
	Ideal Stamp	Ideal Stamp Shop ST		-2.86
	Ideal Stamp	Ideal Stamp Shop Sales Tax		2.86
	In-N-Out	Food for Homicide Call Out		92.44
	Kareems Restaur	Recruiting		54.52
	KFC	KNO:Nov-Dinner		132.60
	Kra Z Kai BBQ	Lunch Mtg w/City of Garden Grove		44.96
	Kustom Imprints	Re-up on staff polos and jackets		662.20
	Lakeshore Learn	Butcher Paper Roll		86.99
	Lamination Depo	Laminating rolls		106.41
	LightBulbSurplu	Lightbulbs for City Hall		212.45
	Magic Jump	Halloween Festival carnival games,inflatables an		1,670.21
	Magic Jump	Generator rental for Halloween Festival		89.00
	Mitel Cloud	NOV-2021/Mitel Phone System		2,378.47
	Motel 6	Emergency Motel Assistance		356.96
	Motel 6	Emergency Motel Assistance		602.22
	Motel 6	Emergency Motel Assistance		263.85
	Motel 6	Emergency Motel Assistance		293.66
	Northern Tools	New steel charcoal grill for Premier Park		240.15

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
		Nothing Bundt	Appreciation for Interview Panel	19.00
		OC Party Rental	Chair rental for Veteran's Day Ceremony	367.50
		OCTA	Relocation Assistance	774.00
		Office Depot	Toners/Comm Svcs	76.86
		OTC Brands	Tree Lighting:Tree Deco	219.61
		Panera Bread	North Orange County Public Safety Collaborativ	88.90
		Paper Mart	Red mesh rolls for outdoor Christmas Tree	31.45
		Raising Canes	KNO:Oct-Dinner	131.20
		Raising Canes	City Council Closed Session Expense	72.12
		Romberg Milling	(6) Hay Bales for Halloween Festival	79.38
		Rutabegorz	Interview for Planning Manager	34.34
		SafetySigns	Parking Violation stickers-street parking ordinan	85.50
		Sams Club	Donation Candy-(4) 250pk, (6) Skittles/Starburst	198.12
		Smart & Final	KNO:Nov-Juices & Tablecovers	71.25
		Smart & Final	Refreshments for Senior Reverse Excursion	63.88
		Smart & Final	Emergency Meal Assistance	64.03
		Smart & Final	Ice purchase for Veteran's Day refreshments	5.96
		SoCal Shredding	Document Shredding Truck/Annual Community	500.00
		Spotify	Monthly Spotify Premium charge for programs a	9.99
		Staples	Foam boards for Halloween Festival vendor sign	37.64
		Staples	FRC Office Supplies: Cardstock & color ink	189.56
		Staples	Materials and Supplies	226.06
		Staples	Materials and Supplies	9.69
		Starbucks	Interview/Planning Manager	2.95
		Starbucks	Interview/Planning Manager	3.05
		Suazos Tacos	City Council Closed Session Expense	89.00
		Target	KNO:Nov-Craft Supplies	86.66
		Target	Donation Candy-(4) Fun mic, (4) Mars minis, (2	307.72
		Target	OST:Supplies-Boxes, pens, scissors, glue, & era	42.01
		Target	Tree Lighting:Events Supplies & Deco	45.64
		Target	Tree Lighting:Events Supplies & Deco	183.24
		Target	Adopt a Tree Families:Tree Deco	233.81
		Target	Tree Lighting:Events Supplies & Deco	24.47
		Target	Halloween Event:Staff snacks, tablecloths	63.20
		Target	Packing Tape	55.86
		Target	Adopt a Tree Families:Tree Deco	163.13
		Target	Adopt a Tree Families:Tree Deco	9.75
		Target	Adopt a Tree Families:Gift Bags	39.12
		The Ribbon Fact	Lapel ribbon pins for Veteran's Day Ceremony	99.00
		The Ribbon Fact	The Ribbon Factory Sales Tax	8.66
		The Ribbon Fact	The Ribbon Factory	-8.66
		Toll Road	Toll Road Charges for OCSD Motor Officer	6.75
		Town & Country	Annual CSMFO Conference-Hotel Deposit	258.31
		Uber	Transportation Charges/Airport to CMRTA Conf	59.97
		Uline	Trash bags	775.02
		Vons	Relocation Assistance	45.00
		Walmart	OST:Halloween Goody bags	36.86
		Walmart	CEAC Give aways Halloween-Pencils, Noisema	19.50
		Walmart	Candy buckets for Halloween Festival carnival g	19.45
		Walmart	Tree Lighting:Events Supplies & Deco	2.14
		Walmart	Tree Lighting:Events Supplies & Deco	67.35
		Willys Lock	Spare key for Code GMC truck	55.00
		Xtreme Auto	Repairs to Silverado Unit 21	450.00
		Yeti	REFUND/Employee Water Bottles	-2,653.97
		Yeti	Employee Water Bottles	2,653.97
		Yeti	Employee Water Bottles	2,653.97
Total for Check Number 1702:				39,532.63
1703	REC16138	RECTRAC REFUNDS	12/20/2021	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	24792	Refund Hai Nguyen for Park Shelter Deposit 12/		150.00
	24937	Refund Nadine Yubili for Park Shelter Deposit o		100.00
Total for Check Number 1703:				250.00
1704	GOL1321	GOLDEN STATE WATER COMPANY	12/21/2021	
	December 20	Sept 24-Nov 24 Water Services Median Novemb		1,904.83
	December 20	Sept 24-Nov 24 Water Services Park November :		1,774.27
	December 20	Sept 24-Nov 24 Water Services Building Novem		785.51
Total for Check Number 1704:				4,464.61
1705	GOL1321	GOLDEN STATE WATER COMPANY	12/23/2021	
	December 22	Sept 28-Nov 30 Water Services Park December (		792.31
	December 22	Sept 28-Nov 30 Water Services Housing Authori		7,219.51
Total for Check Number 1705:				8,011.82
1706	JEN14424	ANA JENSEN	12/24/2021	
	PPE 12/18/2021	Wage Garnishment PPE 12/18/2021		200.00
Total for Check Number 1706:				200.00
1707	PUB15477	PUBLIC AGENCY RISK SHARING AUT	12/24/2021	
	PPE 12/18/2021	PARS-PPE 12/18/2021		1,137.75
Total for Check Number 1707:				1,137.75
1708	MET12565	METLIFE SBC	12/24/2021	
	Dec-21	Retro-Michelle Bannigan		660.96
	Dec-21	December 21 Metlife Dental-Employee Share		29.58
	Dec-21	December 21 Metlife Dental-City Share		97.14
	Jan-22	Refund-Michelle Bannigan		-660.96
	Jan-22	January 21 Metlife Dental-Employee Share		29.58
	Jan-22	January 21 Metlife Dental-City Share		164.70
	Oct-Nov 21	Metlife Dental-City Share-Retro-Jason Huynh		59.16
Total for Check Number 1708:				380.16
1709	CAS680	CA ST PERS 103	12/24/2021	
	PPE 12/04/2021	PERS-Employee New T3 Lilley Jennifer PPE 12		17.19
	PPE 12/04/2021	PERS-Survivor Classic T2 PPE 12/04/2021		5.58
	PPE 12/04/2021	PERS-Employee New T3 PPE 12/04/2021		4,955.50
	PPE 12/04/2021	PERS-City's Share New T3 PPE 12/04/2021		5,591.53
	PPE 12/04/2021	PERS-City's Share T1 PPE 12/04/2021		2,978.51
	PPE 12/04/2021	PERS-City's Share Classic T2 PPE 12/04/2021		2,944.82
	PPE 12/04/2021	PERS-Survivor (Employee) T1 PPE 12/04/2021		9.30
	PPE 12/04/2021	PERS-Employee's Share T1 PPE 12/04/2021		1,916.32
	PPE 12/04/2021	PERS-Survivor New T3 PPE 12/04/2021		26.04
	PPE 12/04/2021	PERS-Employee Classic T2 PPE 12/04/2021		2,383.08
Total for Check Number 1709:				20,827.87
1710	ICM1540	ICMA RETIREMENT TRUST 302393	12/24/2021	
	PPE 12/18/2021	PPE 12/18/21-ICMA #302393		3,120.00
Total for Check Number 1710:				3,120.00
1711	EDD1067	EDD	12/27/2021	
	12/18/2021	State Unemployment		310.92
	12/18/2021	State Tax Withholding		5,952.01

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 1711:				6,262.93
1712	INT1569	INTERNAL REVENUE SERVICE	12/27/2021	
	12/18/2021	(MC) Medicare-Employee Share [.9% of S.S]		2,334.58
	12/18/2021	(ME) Medicare-City Share		2,267.70
	12/18/2021	(FD) Federal Tax Withholding		16,605.58
Total for Check Number 1712:				21,207.86
1713	CAS683	CA ST PERS-HEALTH BENEFIT	12/28/2021	
	Jan-22	January 22 Retiree Insurance		3,655.00
	Jan-22	January 22 Health Ins-Employee		4,924.49
	Jan-22	January 22 Adm Services Health Ins		114.56
	Jan-22	January 22 Health Ins-City Share		31,704.46
Total for Check Number 1713:				40,398.51
134551	SUP16170 5860	SUPER KING MARKET Meal Gap Program-Grocery Gift Cards	12/06/2021	
Total for Check Number 134551:				25,000.00
134552	AFL187	AFLAC-FLEX ONE	12/16/2021	
	038483	November 21 Employee (Disability Ins)		122.31
	038483	November 21 Life Ins-Employee Share		38.00
	038483	November 21 Employee (Aflac)		266.90
Total for Check Number 134552:				427.21
134553	ALL228 72978	ALL CITY MANAGEMENT SVCS, INC. School Crossing Guard Services 10/17/21-10/30	12/16/2021	
Total for Check Number 134553:				2,169.00
134554	ALT16120 00-2021-086-5	ALTA PLANNING + DESIGN, INC Design service for Orangewood and Santa Rosal	12/16/2021	
Total for Check Number 134554:				1,617.50
134555	AME15118 150346	AMERICAN RENTALS, INC Scissor Lift rental to put up Christmas tree	12/16/2021	
Total for Check Number 134555:				1,197.70
134556	ASS12906 2892	ASSOCIATION OF CALIFORNIA CITIES 2022 ACC-OC Annual Membership Dues (Jan-E	12/16/2021	
Total for Check Number 134556:				9,364.50
134557	ATT377	AT&T	12/16/2021	
	11/29/2021	DMV Access Line Oct-Nov 335-253-0761		54.95
	11/29/2021	Cerritos Intercon Oct-Nov 335-253-1318		198.94
	12/6/2021	Cerritos/Dale-Nov 714-826-1129		22.68
	12/6/2021	Cerritos/Magnolia-Nov 714-826-1762		22.71
	12/6/2021	Cerritos/Knott-Nov 714-236-0402		22.68
Total for Check Number 134557:				321.96
134558	AUT14715 59310493	AUTOMATED GATE SERVICES, INC Repairs to Sheriff Station Gate	12/16/2021	
Total for Check Number 134558:				395.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 134558:				395.00
134559	BEA14942	BEAR ELECTRICAL SOLUTIONS, INC	12/16/2021	
	14366	Traffic Signal Response-Nov		2,142.00
	14367	Maintenance Service-Nov		1,045.00
Total for Check Number 134559:				3,187.00
134560	BOY500	BOYS & GIRLS CLUB OF STANTON	12/16/2021	
	ARPA 12/16/21	ARPA Subrecipient Grant-Uplift Stanton Comm		250,000.00
Total for Check Number 134560:				250,000.00
134561	CAS662	CA ST DEPT OF JUSTICE	12/16/2021	
	550264	NOV2021/Fingerprints		98.00
Total for Check Number 134561:				98.00
134562	CAL16175	JUAN CALDERON	12/16/2021	
	2021-049	C&D Deposit Refund for 10334 Fern Ave		2,520.00
Total for Check Number 134562:				2,520.00
134563	DIV16152	CATAPULTK12	12/16/2021	
	1045326	WeTip-Fraud Hotline		2,047.92
Total for Check Number 134563:				2,047.92
134564	CHA735	CHARLES ABBOTT ASSOCIATES, INC	12/16/2021	
	63430	Inspection Services NOV-21/Bldg/Safety		73,696.92
Total for Check Number 134564:				73,696.92
134565	CHE16176	LIZABETH CHEA	12/16/2021	
	11/29/2021	Employee Computer Loan-L.Chea		1,000.00
Total for Check Number 134565:				1,000.00
134566	VID15075	CITY CLERK MANAGEMENT SERVICE	12/16/2021	
	21-02	PC Minutes Prep/(8) Mtgs/9.75hrs		1,706.25
Total for Check Number 134566:				1,706.25
134567	WES11851	CITY OF WESTMINSTER	12/16/2021	
	5098	Animal Control Agmt 1st Qtr-Nov 2021-Jan 202		48,620.25
Total for Check Number 134567:				48,620.25
134568	CLI15829	CLIFTONLARSONALLEN LLP	12/16/2021	
	3090362	FY 2020/21 Audit Services		15,500.00
Total for Check Number 134568:				15,500.00
134569	FIR1181	CORELOGIC SOLUTIONS, LLC	12/16/2021	
	82109725	NOVEMBER-21/Geographic Package-Realques		315.00
Total for Check Number 134569:				315.00
134570	CYP925	CYPRESS ENGRAVING	12/16/2021	
	72160	Employee of the Year Plaque/Perpetual Plate		123.43
	72180	Nameplates:Maribeth Tinio		46.77
	72180	Nameplates:Han Sol Yoo		46.76

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 134570:				216.96
134571	DEN15594	DE NOVO PLANNING GROUP	12/16/2021	
	3298	Public Rev Draft Housing Element/Through 11-18-21		8,900.00
	3298	Identification of Zoning Code Amend/Through 11-18-21		1,040.00
	3298	HCD Coordination/Through 11-18-21		1,220.00
	3298	Safety Element Amendments/Through 11-18-21		4,948.75
	3298	Environmental Compliance/Through 11-18-21		260.00
	3298	Community Engagement/Through 11-18-21		2,450.00
	3298	Admin Draft Housing Element/Through 11-18-21		607.50
Total for Check Number 134571:				19,426.25
134572	DOM1014	DOMEN LAWNMOWER	12/16/2021	
	166901	Parts to repair tools		399.73
Total for Check Number 134572:				399.73
134573	DOM16181	JOSE DOMINGUEZ	12/16/2021	
	2021-335	C&D Deposit Refund for 10285 Courson Dr		750.00
Total for Check Number 134573:				750.00
134574	DRO12418	CECILIA DROSIHN	12/16/2021	
	164229139	BUS EXP/Reimbursement:New Plng Mgr Welcc		51.34
Total for Check Number 134574:				51.34
134575	DSY14997	DSYL	12/16/2021	
	11660	Winter/Spring 2022 Stanton Express-Design		3,150.00
Total for Check Number 134575:				3,150.00
134576	FIG16178	ALMA FIGUEROA	12/16/2021	
	24602	Partial refund for HoopsterTot, instructor missed		14.17
Total for Check Number 134576:				14.17
134577	FON16019	DAMIAN FONSECA	12/16/2021	
	11/23/2021	Employee Computer Loan-D.Fonseca		1,000.00
Total for Check Number 134577:				1,000.00
134578	FRO13927	FRONTIER	12/16/2021	
	12/13/21	City Hall frame relay port Dec		70.39
Total for Check Number 134578:				70.39
134579	GRE1360	GREAT SCOTT TREE SERVICE, INC	12/16/2021	
	121521	Tree trimming FY21/22 (90%) Nov		6,228.00
	121521	Tree trimming FY21/22 (10%) Nov		692.00
Total for Check Number 134579:				6,920.00
134580	HAR16184	MARJORIE HARRIS	12/16/2021	
	2021-651	C&D Deposit Refund for 7802 Santa Monica Av		360.00
Total for Check Number 134580:				360.00
134581	HAR1416	HARTZOG & CRABILL INC	12/16/2021	
	21-0476	On-Call Traffic Signal Services Ops. for Sept		1,034.25
	21-0477	On-Call Traffic Signal Services Ops for Oct		1,881.76

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	21-0478	Katella OCTA Corridor Project Support Sept-Oct		280.00
	21-0479	Preparation of 3 Crossing Guard Analyses		1,233.00
		Total for Check Number 134581:		4,429.01
134582	GRI12732 HTH12721	HEART TO HEART CPR Payment for CPR and First Aid classes-Fall 2021	12/16/2021	210.00
		Total for Check Number 134582:		210.00
134583	HIL1466 76832 77002	HILL'S BROS LOCK & SAFE INC Duplicate keys for City Hall 6 new locks	12/16/2021	10.88 120.38
		Total for Check Number 134583:		131.26
134584	HIN1468 SIN011435 SIN013274 SIN013274	HINDERLITER DELLAMAS & ASSOCIATES AUG-21/Sves for Cannabis Mngmt Program Audit Services-Sales Tax Q3/2021 Contract Services-Sales Tax Q3/2021	12/16/2021	312.50 278.20 1,189.47
		Total for Check Number 134584:		1,780.17
134585	HOM1491 1532366 4163001 6162866 8510004	HOME DEPOT CREDIT SERVICES Supplies to make repairs to Veterans Christmas tree lights Supplies to make repairs to Veterans Parts for repairs at Dotson	12/16/2021	99.95 257.97 105.86 38.73
		Total for Check Number 134585:		502.51
134586	HUI16187 2021-608	CARLOS HUIZAR C&D Deposit Refund for 7872 Santa Monica Av	12/16/2021	171.00
		Total for Check Number 134586:		171.00
134587	HUY16190 9520	BRANDON HUYNH C&D Deposit Refund for 10740 Amis Lane	12/16/2021	10,000.00
		Total for Check Number 134587:		10,000.00
134588	INF1555 2021110018	IRC, INC Backgrounds/Tinio/Yoo/Nguyen/Sanchez/Blinco	12/16/2021	612.90
		Total for Check Number 134588:		612.90
134589	LUO16186 2020-630	TRANG LUONG C&D Deposit Refund for 7824 Hopi Rd	12/16/2021	2,250.00
		Total for Check Number 134589:		2,250.00
134590	MAR1873 243301 243607 243682	MARK'S OLD TOWNE SERVICE, INC. Replace broken bottom right windshield on back Repair rear tire on backhoe Replace right rear tire	12/16/2021	3,144.11 291.20 1,338.77
		Total for Check Number 134590:		4,774.08
134591	MER12502 643917 649996 649997	MERCHANTS BUILDING MAINTENANCE Dotson Park Restroom-Disinfecting & Sanitizing COVID-19 mitigation-Disinfect and sanitation o COVID-19 mitigation-Disinfect and sanitation o	12/16/2021	324.00 552.00 507.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	650725	Janitorial Services at FRC for Dec 2021		303.59
	650725	Janitorial Services at City Hall for Dec 2021		1,482.22
	650726	Dotson Park Restroom-Disinfecting & Sanitizing		324.00
Total for Check Number 134591:				3,492.81
134592	MEZ16185 2021-616	ANDRES MEZA C&D Deposit Refund for 11631 Santa Rosalia St	12/16/2021	210.00
Total for Check Number 134592:				210.00
134593	MIN15024 33083 33083	MINUTEMAN PRESS (750) Business Cards/HOCs (250) Business Cards/S.Jensen/PW Manager	12/16/2021	146.67 48.89
Total for Check Number 134593:				195.56
134594	MIS13025 413601	MITSUBISHI ELECTRIC & ELECTRONI Preventative Maintenance	12/16/2021	2,954.00
Total for Check Number 134594:				2,954.00
134595	MOR16183 2021-609	MARCELINA MORENO C&D Deposit Refund for 10270 Sentry St	12/16/2021	216.00
Total for Check Number 134595:				216.00
134596	NAT16159 545	NATIONAL FITNESS CAMPAIGN LP Fitness Court Equipment/Project ID 5.5	12/16/2021	127,909.44
Total for Check Number 134596:				127,909.44
134597	NEW16177 107	ARNIE RICHARD NEWMAN Sound and lighting for Christmas Tree Lighting t	12/16/2021	1,810.00
Total for Check Number 134597:				1,810.00
134598	NGU11890 17	ANN NGUYEN Candy for Las Posadas at Christmas Tree Lightir	12/16/2021	30.00
Total for Check Number 134598:				30.00
134599	NGU16182 2021-250	TRACIE NGUYEN C&D Deposit Refund for 7821 Santa Catalina Av	12/16/2021	750.00
Total for Check Number 134599:				750.00
134600	NOW1000 25705	NOWLIN FENCE INC. Repair guard rail @ Orangewood end at Santa R	12/16/2021	2,497.00
Total for Check Number 134600:				2,497.00
134601	OCH16180 9729	ALBERT OCHOA C&D Deposit Refund for 10784 Rose St	12/16/2021	60.00
Total for Check Number 134601:				60.00
134602	COU11867 PW220240	COUNTY OF ORANGE COUNTY TREA- NPDES for FY21-22 City's Share Agreement D6	12/16/2021	42,438.62
Total for Check Number 134602:				42,438.62
134603	PHA12971	PARS	12/16/2021	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	49491	OCT2021/PARS/Administrator Services		468.66
			Total for Check Number 134603:	468.66
134604	PET14941 19626970	PETS BEST Pet Insurance November 2021	12/16/2021	113.44
			Total for Check Number 134604:	113.44
134605	PSI11874 31788	PSI Repair to pressure washer for graffiti	12/16/2021	246.81
			Total for Check Number 134605:	246.81
134606	QUA15782 2021-11PR 2021-12	QUALITY MANAGEMENT GROUP, INC CM & Maintenance Salaries for Tina Pacific Dev Property Management for Tina Pacific Developn	12/16/2021	8,016.66 6,250.00
			Total for Check Number 134606:	14,266.66
134607	RED2467 22658 22669 22670 2488	RED BALL HARDWARE Supplies need for repairs in the city for Nov Supplies need for repairs in the city for Nov Supplies need for repairs in the city for Nov Supplies need for repairs in the city for Nov	12/16/2021	99.61 86.72 65.56 64.27
			Total for Check Number 134607:	316.16
134608	RES2489 3250769	RESOURCE BUILDING MATERIALS Soil base for pothole repairs	12/16/2021	35.89
			Total for Check Number 134608:	35.89
134609	SCS13184 222899 223064	S.C. SIGNS & SUPPLIES LLC Street sign-No Double Parking, Street name, & l No Parking signs	12/16/2021	1,057.05 406.73
			Total for Check Number 134609:	1,463.78
134610	SIL16179 2021-456	GEOVANNY SILVA C&D Deposit Refund for 11241 Mario Ln	12/16/2021	1,440.00
			Total for Check Number 134610:	1,440.00
134611	SOC2734 11/29/21 11/29/21 11/29/21 12/02/21 12/02/21 12/02/21 12/13/21 12/13/21 12/13/21 12/13/21 12/14/2021	SO CAL EDISON Electric Service-Signals Nov Electric Service-Medians Nov Electric Service-Building Nov Stanton District Light Nov Electric Service-Signals Nov Electric Service-SCP Nov Electric Service-Parks Nov Electric Service-Signals Nov Electric Service-Parks Nov Electric Service-Building Nov Electric Svc/TinaPacific 11/02/21-12/02/21	12/16/2021	59.04 277.79 7,866.77 10,343.35 1,212.00 2,657.10 830.89 69.59 661.25 2,328.65 313.97
			Total for Check Number 134611:	26,620.40
134612	SOC12606 534667 534668	SO CAL INDUSTRIES Fence rental for 8970 Pacific Nov-Dec Fence rental for 8870 Pacific Nov-Dec	12/16/2021	231.21 208.58

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 134612:				439.79
134613	GAS1282	SOCALGAS	12/16/2021	
	12/1/2021	Gas service-City Hall Nov		303.76
	12/2/2021	Gas services-Corp Yard Nov		60.14
Total for Check Number 134613:				363.90
134614	SOU11880	SOUTH COAST A.Q.M.D	12/16/2021	
	3912105	Rule 461 Liquid fuel dispensing system fees-City		130.11
	3915559	Emissions fees-City Yard FY21-22		142.59
Total for Check Number 134614:				272.70
134615	WAT13601	SOUTHLAND AUTOMOTIVE WORKS	12/16/2021	
	25713	Repair flat tire		25.00
Total for Check Number 134615:				25.00
134616	SPA15432	SPARKLETTES	12/16/2021	
	4096775 120321	NOV/DEC-21/Breakroom Water Delivery		124.73
Total for Check Number 134616:				124.73
134617	SPE14381	SPECTRUM	12/16/2021	
	0012363120121	DEC-21/Spectrum TV		97.92
Total for Check Number 134617:				97.92
134618	SPI16189	RICK SPITLER	12/16/2021	
	9751	C&D Deposit Refund for 10211 Wasco Rd		5,400.00
Total for Check Number 134618:				5,400.00
134619	STA16013	RACHEL STANLEY	12/16/2021	
	RS12721	Payment for adult yoga classes-Fall 2021 (1 of 1		385.00
Total for Check Number 134619:				385.00
134620	STA12282	STANLEY CONVERGENT SECURITY S	12/16/2021	
	6002020822	Maintenance/monitoring Fire & Security System		1,106.17
	6002020822	Maintenance/monitoring Intrusion System-SCSC		446.31
	6002020822	Maintenance/monitoring Fire & Security System		596.49
Total for Check Number 134620:				2,148.97
134621	SWR2862	STATE WATER RESOURCES CONTROL	12/16/2021	
	WD-0190657	Storm Water Monitoring-Facility ID 8SSO10605		3,326.00
Total for Check Number 134621:				3,326.00
134622	THA13154	THALES CONSULTING INC	12/16/2021	
	2669	FY2020/21 Annual Street Report		1,010.00
Total for Check Number 134622:				1,010.00
134623	TOW14437	TOWNSEND PUBLIC AFFAIRS, INC	12/16/2021	
	17822	DEC-2021/Public Advocacy/Consulting Svcs		4,000.00
Total for Check Number 134623:				4,000.00
134624	TRA16188	THUY TRAN	12/16/2021	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	9435	C&D Deposit Refund for 11701 Santa Rosalia St		3,960.00
		Total for Check Number 134624:		3,960.00
134625	TRU13167 650178213	TRULY NOLEN OF AMERICA INC Monthly pest spraying for Dec 21	12/16/2021	165.00
		Total for Check Number 134625:		165.00
134626	TUR2970 36398 36399	TURBO DATA SYSTEMS INC NOVEMBER-21/Parking Citation Processing NOVEMBER-21/Admin Citation Processing	12/16/2021	4,325.34 223.09
		Total for Check Number 134626:		4,548.43
134627	UNI11850 Permit #505	UNITED STATES POSTAL SERVICE Renewal for First-Class Presort Account	12/16/2021	265.00
		Total for Check Number 134627:		265.00
134628	VER3059 9892972893 9892972894	VERIZON WIRELESS Mobile/Data Plans/Hotspots 10/17/21-11/16/21 Mobile/Data Plans/Hotspots 10/17/21-11/16/21	12/16/2021	854.44 965.69
		Total for Check Number 134628:		1,820.13
134629	WIL12778 010-48776	WILLDAN FINANCIAL SERVICES Overhead Cost Allocation Plan-Jul 2021	12/16/2021	1,706.00
		Total for Check Number 134629:		1,706.00
134630	WIN15944 WD1212021	WINE AND DESIGN Payment for youth art classes (1 of 1)	12/16/2021	252.00
		Total for Check Number 134630:		252.00
134631	AFL187 426649 426649 426649	AFLAC-FLEX ONE December 21 Life Ins-Employee Share December 21 Employee (Aflac) December 21 Employee (Disability Ins)	12/23/2021	38.00 266.90 122.31
		Total for Check Number 134631:		427.21
134632	ATT377 12/20/2021	AT&T Corporate Yard Dec	12/23/2021	443.51
		Total for Check Number 134632:		443.51
134633	BON12819 41612-15942/120	BLX GROUP LLC Arbitrage Rebate Report for 2016C Bonds	12/23/2021	1,800.00
		Total for Check Number 134633:		1,800.00
134634	BOY13501 1957C	BOYS & GIRLS CLUBS OF GARDEN GI FaCT Counseling and Parenting Services Octobe	12/23/2021	3,421.97
		Total for Check Number 134634:		3,421.97
134635	CRI13190 23141 23147	C.R.I ELECTRIC, INC Electrical work for repairs to charging station Electrical work to install charging stations at SC	12/23/2021	2,750.00 1,950.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 134635:				4,700.00
134636	LOS15921 1473	EMINENT STANTON GROUP LLC VOID/REISSUE/WR#133351/Cannabis Applica	12/23/2021	100,000.00
Total for Check Number 134636:				100,000.00
134637	FRI13695 FY2122-04	FRIENDLY CENTER, INC FaCT Family Support Services October	12/23/2021	3,786.25
Total for Check Number 134637:				3,786.25
134638	HDL13965 SIN013203	HDL SOFTWARE, LLC Payment Services/September 2021	12/23/2021	147.70
Total for Check Number 134638:				147.70
134639	INT1579 FY2122-04STN	INTERVAL HOUSE FaCT PEP Services October	12/23/2021	1,365.00
Total for Check Number 134639:				1,365.00
134640	JAY16194 SBAP-1-JP	IRENUS JAYASUNDERA Reimbursement of Business Expense: Business I	12/23/2021	7,500.00
Total for Check Number 134640:				7,500.00
134641	MVS15920 1073	MV SUNNYMEAD INVESTMENTS LLC VOID/REISSUE/WR#133357/Cannabis Applica	12/23/2021	100,000.00
Total for Check Number 134641:				100,000.00
134642	PET14941 20340062	PETS BEST Pet Insurance December 2021	12/23/2021	230.29
Total for Check Number 134642:				230.29
134643	QUI16196 SBAP-1-QC	QUICKEN CASH Reimbursement of Business Expense: Business I	12/23/2021	7,500.00
Total for Check Number 134643:				7,500.00
134644	SOC2734 12/21/2021	SO CAL EDISON Electric Svc/TinaPacific 11/04/21-12/06/21	12/23/2021	152.70
Total for Check Number 134644:				152.70
134645	SPR12052 TM INV-004248 TM INV-004505 TM INV-004659	SPRINGBROOK HOLDING COMPANY I HR/ESS Module Implementation-June 2021 HR/ESS Module Implementation-September 2021 HR/ESS Module Implementation-October 2021	12/23/2021	507.00 84.50 42.25
Total for Check Number 134645:				633.75
134646	STA12700 1	STANTON COMMUNITY FOUNDATION Community Garden Supplies-Meal Gap	12/23/2021	5,783.00
Total for Check Number 134646:				5,783.00
134647	STA15990 SBAP-2-DG SBAP-2-VS	STANTON MARKETPLACE LLC Payment of Business Expense: Business Rent (D Payment of Business Expense: Business Rent (V	12/23/2021	7,500.00 7,500.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 134647:				15,000.00
134648	STA2817	STAPLES BUSINESS CREDIT	12/23/2021	
	1639040221	Office Supplies/City Clerk		212.99
	1639040221	Council Supplies/Coffee Supplies		104.69
	1639040221	Office Supplies/Building & Safety		10.57
	1639040221	Office Supplies/City Council		34.51
	1639040221	Office Supplies/NOC		82.88
	1639040221	Office Supplies/City Manager's Office		107.01
	1639040221	Office Supplies/Comm Svcs		720.48
	1639040221	Supplies/Building Maintenance		929.96
Total for Check Number 134648:				2,203.09
134649	TAN16195	KWAN NAM TANG	12/23/2021	
	SBAP-2-PDG	Payment of Business Expense: Business Rent (P		7,500.00
Total for Check Number 134649:				7,500.00
134650	WAG13143	WAGEWORKS	12/23/2021	
	INV3247362	NOV2021/Administration Fee		66.00
	INV3247362	NOV2021/Compliance Fee		50.00
Total for Check Number 134650:				116.00
Report Total (139 checks):				3,963,336.50

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY
OF THE CITY OF STANTON
JOINT REGULAR MEETING DECEMBER 14, 2021

1. **CLOSED SESSION** None.

2. **CALL TO ORDER STANTON CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY JOINT REGULAR MEETING (6:30 PM)**

The City Council / Successor Agency / Housing Authority meeting was called to order at 6:31 p.m. by Mayor / Chairman Shawver.

3. **PLEDGE OF ALLEGIANCE**

Led by Ms. Zenia Bobadilla, Community Services Director.

4. **ROLL CALL**

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

Absent: None.

Excused: Council/Agency/Authority Member Warren.

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

6. **CONSENT CALENDAR**

Council Member Ramirez pulled item 6L from the Consent Calendar for separate discussion.

Motion/Second: Ramirez/Van

ROLL CALL VOTE:	Council/Agency/Authority Member Ramirez	AYE
	Council/Agency/Authority Member Van	AYE
	Council/Agency/Authority Member Warren	ABSENT
	Mayor Pro Tem/Vice Chairman Taylor	AYE
	Mayor/Chairman Shawver	AYE

Motion unanimously carried:

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CONSENT CALENDAR

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

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

6B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated November 5, 2021 – December 2, 2021, in the amount of \$1,994,459.40.

6C. APPROVAL OF MINUTES

The City Council/Successor Agency/Housing Authority approved Minutes of Special Joint – Study Session Meeting and Joint Regular Meeting – November 23, 2021.

6D. OCTOBER 2021 INVESTMENT REPORT

The Investment Report as of October 31, 2021, 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 October 2021.

6E. OCTOBER 2021 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of October 31, 2021, 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 October 2021.

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6F. OCTOBER 2021 GENERAL FUND REVENUE AND EXPENDITURE REPORT AND STATUS OF CAPITAL IMPROVEMENT PROGRAM

The Revenue and Expenditure Report for the month ended October 31, 2021, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, staff has provided a status of the City's Capital Improvement Projects (CIP) as of October 31, 2021.

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 and Housing Authority Fund's October 2021 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended October 31, 2021.

6G. SUPPORT FOR FEDERAL PFAS LEGISLATION THAT PROTECTS RATEPAYERS AND WATER AGENCIES

Through a consultant hired by Orange County Water District (OCWD), OCWD is requesting the City adopt the attached Resolution supporting an exemption to proposed Congressional legislation, the PFAS Action Act of 2021 (H.R. 2467), that if enacted as-is may expose OCWD to the liability standard within the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), which is also known as "Superfund".

1. The City Council declared this action to be categorically exempt under the California Environmental Quality Act, since the action herein does not constitute a "project" as defined by section 15378 of the CEQA guidelines; and
2. Adopted Resolution No. 2021-43, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF STANTON, CALIFORNIA SUPPORTING FEDERAL PFAS LEGISLATION THAT PROTECTS RATEPAYERS AND WATER/WASTEWATER AGENCIES".

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6H. 2021 PAVEMENT MANAGEMENT RELIEF FUNDING PROGRAM

Using funding from the Federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA), the Orange County Transportation Authority (OCTA) created a one-time “2021 Pavement Management Relief Funding (PMRF) Program.” The PMRF provides funding assistance for local street maintenance and rehabilitation projects classified as “minor collector” or above. Based upon a population formula which allocates a minimum of \$200,000 to every local jurisdiction, OCTA has allocated \$200,000 to the City of Stanton. In order to receive and use these funds, the City must adopt two Resolutions regarding the Federal funding through Caltrans and the CTC.

1. The City Council declared this action to be categorically exempt under the California Environmental Quality Act, since the action herein does not constitute a “project” as defined by section 15378 of the CEQA guidelines; and
2. Adopted Resolution No. 2021-44, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA CERTIFYING THE CITY COUNCIL HAS AUTHORIZED THE PROJECT LIST SUBMITTAL FOR CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT OF 2021 (CRRSAA) FUNDING THROUGH THE ORANGE COUNTY TRANSPORTATION AUTHORITY 2021 PAVEMENT MANAGEMENT RELIEF FUNDING (PMRF) PROGRAM”; and

3. Adopted Resolution No. 2021-45, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA CERTIFYING THE CITY HAS THE RESOURCES TO FUND THE PROJECTS IN THE FEDERAL FY 2022/2023 – 2027/2028 TRANSPORTATION IMPROVEMENT PROGRAM (FTIP) AND AFFIRMS ITS COMMITMENT TO IMPLEMENT ALL PROJECTS IN THE PROGRAM.”

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6I. PROPOSED CHANGES TO PERSONNEL RULES AND REGULATIONS

The City Council has established Personnel Rules and Regulations as set forth in Title II, Chapter 2.44 of the Stanton Municipal Code. From time to time the provisions of the Personnel Rules are changed based on changes in federal or state law or the needs of the organization have changed.

1. The City Council declared 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 and procedure making; and
2. Approved Resolution No. 2021-40 amending the City of Stanton Personnel Rules and Regulations, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING AND ADOPTING PERSONNEL RULES FOR THE ADMINISTRATION OF THE CITY'S PERSONNEL SYSTEM AND REPEALING ALL OTHER RESOLUTIONS AND MOTIONS INCONSISTENT HERewith".

6J. RESOLUTION CLASSIFYING AND FIXING COMPENSATION RANGES FOR POSITIONS IN THE CITY SERVICE

The attached Resolution makes changes to the Position Classification Manual by modifying the salary range for the position of Intern, Park Ranger, and Recreation Leader.

1. The City Council declared 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. Adopted Resolution No. 2021-41 amending the Salary Schedule for all City classifications, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, CLASSIFYING AND FIXING COMPENSATION RANGES FOR POSITIONS IN THE CITY SERVICE".

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6K. APPROVE RESOLUTION TO RECEIVE AND FILE FISCAL YEAR 2020-21 DEVELOPMENT IMPACT FEE REPORT AND FIVE-YEAR REPORT MAKE CERTAIN FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 66006 (AB 1600)

The Fiscal Year 2020-21 Annual Financial Report of Development Impact Fees and the Five-Year Report for the five-year period ended June 30, 2021, is provided to City Council in Attachment A as required by California Government Code Section 66006, which was enacted by Assembly Bill No. 1600 (AB 1600). All development impact fees that have been collected, including interest earned on the fees, have been spent or have been earmarked for spending as of June 30, 2021. Consequently, there are no funds that are required by California Government Code Section 66006 to be refunded to property owners. Attachment A, pages 18-20 include Resolution No. 2021-42 to approve the receive and file of this report and certain findings the California Government Code requires the City Council to affirm.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approved Resolution No. 2021-42 to receive and file the Fiscal Year 2020-21 Development Impact Fee Report and Five-Year Report and make certain findings pursuant to Government Code Section 66006, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON TO RECEIVE AND FILE THE FISCAL YEAR 2020-21 DEVELOPMENT IMPACT FEE REPORT AND FIVE-YEAR REPORT AND MAKE CERTAIN FINDINGS, AS REQUIRED BY CALIFORNIA GOVERNMENT CODE SECTION 66000 et seq."

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6M. OPTION TO JOIN NATIONAL OPIOID SETTLEMENT AGREEMENT

Consideration of opportunity to opt into a multi-district federal settlement agreement with distributors of opioids, Amerisource Bergen, Cardinal Health, and McKesson, and opioid manufacturer Janssen (owned by Johnson & Johnson).

1. The City Council declared that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Opted into a settlement agreement with opioid distributors, Amerisource Bergen, Cardinal Health, and McKesson, whereby the County of Orange will receive the City's designated share of settlement funds and direct the City Manager to execute any documents necessary to implement the action; and
3. Opted into a settlement agreement with opioid manufacturer, Janssen (owned by Johnson & Johnson), whereby the County of Orange will receive the City's designated share of the settlement funds and direct the City Manager to execute any documents necessary to implement the action.

6N. RENEWAL OF AUTHORIZATION FOR VIRTUAL PUBLIC MEETINGS PURSUANT TO AB 361

Consideration of the circumstances of the state of emergency related to the COVID-19 pandemic to determine whether remote teleconference meetings of the City Council, Committees, and Commissions can continue to be held under the provisions of AB 361.

1. The City Council declared that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Reconsidered the circumstances of the state of emergency; and
3. Finds that state or local officials have continued to impose or recommend measures to promote social distancing; and
4. Directed staff, no later than 30 days after the City Council approves the recommended action, to report back on the state-proclaimed state of emergency so that City Council may reconsider the circumstances of the emergency and, if appropriate, make findings to continue to hold virtual meetings of City legislative bodies pursuant to AB 361.

END OF CONSENT CALENDAR

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6L. PROFESSIONAL SERVICES AGREEMENT FOR DATA MAPPING OF THE COVID-19 PANDEMIC'S IMPACT ON STANTON

City staff recommends awarding a contract with total costs not-to-exceed \$75,000 to Advance OC for data mapping of the COVID-19 pandemic's disparate impact on Stanton communities. Advance OC's data aggregation and visualization will provide interactive, dynamic dashboards that will inform and improve the design and execution of public health programs, as well as improve the efficacy of the City's economic relief programs. The data mapping services are to be funded through the City's American Rescue Plan Act (ARPA) allocation.

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

AYES: 4 (Ramirez, Shawver, Taylor, and Van)
NOES: None
ABSTAIN: None
ABSENT: 1 (Warren)

Motion unanimously carried.

1. The City Council declared that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Approved a Professional Services Agreement with Advance OC to provide data mapping; and
3. Authorized the City Manager to bind the City of Stanton and Advance OC in a contract to provide these services.

Council Member Van requested to hear New Business Item 9B out of order.

Motion/Second: Van/Ramirez
Motion carried by the following vote:

AYES: 4 (Ramirez, Shawver, Taylor, and Van)
NOES: None
ABSTAIN: None
ABSENT: 1 (Warren)

Motion unanimously carried.

The Mayor and City Council authorized the request New Business Item 9B was heard out of order.

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9B. CITY COUNCIL APPOINTMENT TO FILL ONE VACANCY ON THE STANTON PUBLIC SAFETY COMMITTEE FOR TERMS COINCIDING WITH THE CITY COUNCIL ELECTION

The Council Member holding the seat corresponding to that numbered seat on the Stanton Public Safety Committee shall be responsible for appointment of one Committee Member, with majority approval of the City Council. The terms of office shall coincide with the term of office of the Council Member or Mayor who made the appointment. Section 2.06.030 of the Stanton Municipal Code requires the submission of applications and interviews prior to appointment to any position. Section 2.06.030 also provides that the City Council, by majority vote, may waive to the requirement interview persons previously appointed by the City Council and who are requesting re-appointment to another term.

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

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. The City Council conducted interviews with the following Stanton Public Safety Committee applicants; and
 - Mr. Apolonio "Pol" Maleniza
 - Ms. Pamela Schoonover
 - Mr. Peter Nguyen
 - Ms. Wenddy Centeno
3. The City Council made an appointment to fill seat #5-Van on the Stanton Public Safety Committee as follows:

Seat #5 (Van):

Council Member Van selected Ms. Wenddy Centeno to fill the vacancy within Seat #5 on the Stanton Public Safety Committee.

Motion/Second: Taylor/Ramirez

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

Motion unanimously carried:

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Ms. Wenddy Centeno was appointed to fill Seat #5 (Van) on the Stanton Public Safety Committee.

7. PUBLIC HEARINGS

7A. CONSIDERATION OF ORDINANCE NO. 1116, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING SECTION 6.06 OF THE STANTON MUNICIPAL CODE REQUIRING “MANDATORY ORGANIC WASTE DISPOSAL REDUCTION” AND FINDING SAME EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Due to California Senate Bill 1383 (Short-Lived Climate Pollutants: Organics Waste Methane Emissions Reductions), the City is obligated to incorporate new regulations into the Stanton Municipal Code. This Ordinance proposes to add Section 6.06 to the Code requiring waste generators (residents and businesses) to reduce disposal of organic waste (food waste and green waste) by diverting it from landfills, through recycling or other methods, and includes a State-mandated enforcement program for non-compliance. Additional programs must be developed by the City and the City’s franchise waste hauler to support other organics waste disposal reduction efforts.

Staff report by Mr. Joe Ames, Public Works Director / City Engineer.

The City Council questioned staff regarding sufficient notice and education on Senate Bill 1383 by CR&R to the City’s residents, enhance outreach, multiple language offerings, which entity is responsible to compliance, which entity is responsible for issuing citations, compost/mulch (procurement requirement), request for demonstration, request for a public forum by CR&R.

The public hearing was opened.

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

Motion/Second: Taylor/Ramirez

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

Motion unanimously carried:

1. The City Council conducted a public hearing; and

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2. Declared that this Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations, as provided for in Ordinance No. 1116 will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, represent actions by a regulatory agency (the City) for the protection of the environment; and

3. Introduced Ordinance No. 1116, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING SECTION 6.06 OF THE STANTON MUNICIPAL CODE REQUIRING “MANDATORY ORGANIC WASTE DISPOSAL REDUCTION” AND FINDING SAME EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT;” and

4. Set said Ordinance for adoption at the January 11, 2022 regularly scheduled City Council meeting; and
5. Appointed Council Member Van and Mayor Pro Tem Taylor to serve on a solid waste procurement services ad-hoc subcommittee to review rate proposals from the City’s franchise waste hauler for compliance with the requirements of SB 1383, if needed.

7B. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON CALIFORNIA, APPROVING ZONING TEXT AMENDMENT NO ZTA 21-01 AMENDING STANTON MUNICIPAL CODE TITLE 20, ZONING, SECTION 20.400.330 ACCESSORY DWELLING UNITS, UPDATING THE CITY’S ACCESSORY DWELLING UNIT (ADU) AND JUNIOR ACCESSORY DWELLING UNIT (JADU) REGULATIONS IN SPECIFIED SINGLE FAMILY AND MULTIFAMILY RESIDENTIAL ZONES

Consider Zoning Text Amendment updating Section 20.400.330 related to Accessory Dwelling Units and Junior Accessory Dwelling Units.

Staff report by Ms. Jennifer A. Lilley, Community and Economic Development Director.

The public hearing was opened.

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

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Motion/Second: Ramirez/Van

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

Motion unanimously carried:

1. The City Council conducted a public hearing; and
2. Finds the proposed project exempt from the California Environmental Quality Act (CEQA) under California Public Resources Code Section 21080.17, which exempts the adoption of an accessory dwelling unit ordinance to implement the provisions of Section 65852.2 of the California Government Code, and
3. Adopted Ordinance No. 1114 approving Zoning Text Amendment ZTA 21-01 amending Stanton Municipal Code Title 20, Zoning, Section 20.400.330 Accessory Dwelling Units, updating the City's Accessory Dwelling Unit and Junior Accessory Dwelling Unit regulations in specified single family and multifamily residential zones, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF STANTON, CALIFORNIA AMENDING STANTON MUNICIPAL CODE TITLE 20, ZONING, SECTION 20.400.330 ACCESSORY DWELLING UNITS, TO UPDATE THE CITY’S ACCESSORY DWELLING UNIT (ADU) AND JUNIOR ACCESSORY DWELLING UNIT (JADU) REGULATIONS”; and

4. Set said Ordinance for adoption at the January 11, 2022, regularly scheduled City Council meeting.

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7C. **ADOPTION OF AN URGENCY ORDINANCE ADDING CHAPTERS 19.23 AND 20.211 TO THE STANTON MUNICIPAL CODE TO REGULATE URBAN LOT SPLITS AND TWO-UNIT PROJECTS UNDER SB 9; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA**

The proposed ordinance implements Senate Bill 9 by adding Chapter 19.23 to the City's Subdivision title, to address urban lot splits, and Chapter 20.211 to the City's Zoning title, to address two-unit projects in single-family residential zones. Staff recommends an urgency ordinance to ensure that the City's SB 9 standards are in place before the new laws take effect on January 1, 2022.

Staff report by Ms. Jennifer A. Lilley, Community and Economic Development Director.

The public hearing was opened.

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

Motion/Second: Ramirez/Taylor

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

Motion unanimously carried:

1. The City Council conducted a public hearing; and
2. Declared that this Ordinance under California Government Code sections 65852.21, subd. (j), and 66411.7, subd. (n), the adoption of an ordinance by a city or county implementing the provisions of Government Code sections 66411.7 and 65852.21 and regulating urban lot splits and two-unit projects is statutorily exempt from the requirements of the California Environmental Quality Act ("CEQA"). Therefore, adoption of this ordinance is statutorily exempt from CEQA because it implements these new laws enacted by SB 9; and
3. Introduced and adopted Urgency Ordinance No. 1115, entitled:

"AN URGENCY ORDINANCE ADDING CHAPTERS 19.23 AND 20.211 TO THE STANTON MUNICIPAL CODE TO REGULATE URBAN LOT SPLITS AND TWO-UNIT PROJECTS UNDER SB 9; AND FINDING THE ACTION TO BE EXEMPT FROM CEQA."

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8. UNFINISHED BUSINESS None.

9. NEW BUSINESS

9A. **CONSIDERATION OF EXCLUSIVE NEGOTIATION AGREEMENT WITH BRANDYWINE HOMES, C&C DEVELOPMENT, AND NATIONAL CORE REGARDING THE TINA-PACIFIC DEVELOPMENT PROJECT**

Consideration of an Exclusive Negotiation Agreement by and between the City of Stanton and Brandywine Homes, C&C Development, and National Core to provide an exclusive negotiation period to attempt to negotiate a disposition and development agreement and other necessary agreements.

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

City Council questioned staff regarding community input in the creation of the relocation plan, first right of refusal, returning residents, responsible party in securement of additional funding, request for a commitment that there would be no disparity between the market rate housing and affordable housing areas, shared amenities/equitable shared amenities, resident timelines, and the process for the residents who reside in privately owned properties.

In Person Public Comment:

- Ms. Daisy Cruz, The Kennedy Commission, spoke in opposition to the planned action by the City of Stanton to enter into the proposed Exclusive Negotiating Agreement (ENA) with Brandywine Homes, C & C Development and National CORE and spoke further regarding unclear relocation/development timelines and reported that residents are leaving the neighborhood due to the uncertainty.
- Ms. Yesenia Hernandez, Community Action Partnership Orange County, spoke in opposition to the planned action by the City of Stanton to enter into the proposed Exclusive Negotiating Agreement (ENA) with Brandywine Homes, C & C Development and National CORE and expressed her concerns with the lack of a written plan, the lack of communication/information being provided to the Tina/Pacific residents pertaining to the plan and timeline of relocation for the Tina/Pacific residents, the current and unfavorable living conditions, and would like to ensure that the residents are better informed and not excluded from the process.
- Ms. Elizabeth Gonzalez, resident, spoke in opposition to the planned action by the City of Stanton to enter into the proposed Exclusive Negotiating Agreement (ENA) with Brandywine Homes, C & C Development and National CORE and expressed her concerns with the lack of communication/information being provided to the Tina/Pacific residents pertaining to the plan and timeline of relocation for the Tina/Pacific residents,

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would like to ensure that the residents are better informed and not excluded from the process, inquired about the non-city owned properties within the neighborhood, and the process should the City move forward in purchasing those privately owned properties.

- Mr. Juan Gonzalez, resident, spoke regarding his concerns with the lack of communication/information being provided to the Tina/Pacific residents pertaining to the plan and timeline of relocation for the Tina/Pacific residents and would like to ensure that the residents are better informed and not excluded from the process.
- Ms. Sesilia Tovake, resident spoke regarding her concerns with the lack of communication/information being provided to the Tina/Pacific residents pertaining to the plan and timeline of relocation for the Tina/Pacific residents, the current and unfavorable living conditions, and would like to ensure that the residents are better informed and not excluded from the process.
- Ms. Juliana Tlaseca, resident, spoke regarding her concerns with the lack of communication/information being provided to the Tina/Pacific residents pertaining to the plan and timeline of relocation for the Tina/Pacific residents, the confusion with private and City owned properties, and would like to ensure that the residents are better informed and not excluded from the process.

Written Communication:

- Ms. Ugochi Anaebere-Nicholson, Public Law Center, spoke in opposition to the planned action by the City of Stanton to enter into the proposed Exclusive Negotiating Agreement (ENA) with Brandywine Homes, C & C Development and National CORE.
- Ms. Michaela Marroquin, resident, spoke in opposition to the planned action by the City of Stanton to enter into the proposed Exclusive Negotiating Agreement (ENA) with Brandywine Homes, C & C Development and National CORE expressing her concerns with the lack of communication/information being provided to the Tina/Pacific residents pertaining to the plan and timeline of relocation for the Tina/Pacific residents within the ENA and would like to ensure that the residents are better informed and not excluded from the process.
- Ms. Agripina Lopez, resident, spoke in opposition to the planned action by the City of Stanton to enter into the proposed Exclusive Negotiating Agreement (ENA) with Brandywine Homes, C & C Development and National CORE expressing her concerns with the lack of communication/information being provided to the Tina/Pacific residents pertaining to the plan and timeline of relocation for the Tina/Pacific residents within the ENA and would

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like to ensure that the residents are better informed and not excluded from the process.

- Mr. Cesar Covarrubias, The Kennedy Commission, spoke in opposition to the planned action by the City of Stanton to enter into the proposed Exclusive Negotiating Agreement (ENA) with Brandywine Homes, C & C Development and National CORE and recommended changes to the ENA to address state affordable housing law when considering the redevelopment of the Tina/Pacific neighborhood.
- Mr. Curtis Gibbs, Community Action Partnership Orange County, spoke in opposition to the planned action by the City of Stanton to enter into the proposed Exclusive Negotiating Agreement (ENA) with Brandywine Homes, C & C Development and National CORE stating that the City does not address state affordable housing laws within the ENA and requests that the City provide a replacement housing plan, a timeline and specific descriptions for preparing a relocation assistance plan as required by law, that a proposal must be written within the ENA that the City and the developer will work in collaboration with a resident-led committee on a relocation plan, and ensure that residents are not excluded from this process.

Motion/Second: Ramirez/Taylor

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

Motion unanimously carried:

1. The City Council declared that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Approved an Exclusive Negotiation Agreement (ENA) with Brandywine Acquisitions Group, C&C Development Co., and National Community Renaissance of California regarding the Tina-Pacific Neighborhood (APN 126-481-01 through 29 and APN 126-482-05 through 15); and
3. Authorized the City Manager to execute the Exclusive Negotiating Agreement.

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New Business item 9B was heard out of order.

~~9B. CITY COUNCIL APPOINTMENT TO FILL ONE VACANCY ON THE STANTON PUBLIC SAFETY COMMITTEE FOR TERMS COINCIDING WITH THE CITY COUNCIL ELECTION~~

10. ORAL COMMUNICATIONS – PUBLIC None.

11. WRITTEN COMMUNICATIONS None.

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

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

Council Member Ramirez reported on the Santa's Siren Express Event in collaboration with the Youth Assistance Foundation, City of Stanton, Orange County Fire Authority, Orange County Sheriff's Department, CARE Ambulance, Stanton Lions Club, Boys & Girls Club of Stanton, CR&R, ASES volunteers, and YAF volunteers which is scheduled to take place on December 19, 2021.

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

Mayor Shawver requested to agendaize an update pertaining to the Tina/Pacific neighborhood development project.

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

None.

12D. RECOGNITION OF OUTGOING MAYOR PRO TEM GARY TAYLOR

The Mayor and City Council presented a certificate recognition to outgoing Mayor Pro Tem Gary Taylor.

The Mayor and City Council expressed their gratitude to outgoing Mayor Pro Tem Gary Taylor for his efforts throughout the year.

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12E. REORGANIZATION OF CITY COUNCIL

Annually, the City Council elects a Mayor Pro Tem.

The City Clerk opened nominations for Mayor Pro Tem.

Mayor Shawver nominated Council Member Rigoberto A. Ramirez for the office of Mayor Pro Tem.

The City Clerk closed nominations for Mayor Pro Tem.

Motion/Second: Shawver/Taylor

Motion unanimously carried by the following vote:

AYES: 4 (Ramirez, Shawver, Taylor, and Van)

NOES: None

ABSTAIN: None

ABSENT: 1 (Warren)

Council Member Rigoberto A. Ramirez was unanimously elected Mayor Pro Tem.

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

None.

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

- Mr. Jarad L. Hildenbrand, City Manager, reported on the Stanton Christmas Tree Lighting Ceremony Event, which was held on December 9, 2021.
- Mr. Jarad L. Hildenbrand, City Manager, reported on the upcoming Redistricting Stanton 2021 Public Hearing #2, which is scheduled to be held on December 16, 2021 at 5:00 pm at Stanton city hall, council chambers.
- Ms. Zenia Bobadilla, Community Services Director reported on the City's scheduled holiday events within the City such as the Santa's Siren Express Event, which is scheduled to be held on December 19, 2021.

14A. ORANGE COUNTY FIRE AUTHORITY

Battalion Chief Eric Miranda provided the City Council with an update on their current operations.

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15. **ADJOURNMENT** Motion/Second: Shawver/
Motion carried at 9:20 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

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MINUTES OF THE CITY COUNCIL OF THE CITY OF STANTON SPECIAL MEETING DECEMBER 16, 2021 REDISTRICTING PUBLIC HEARING #2

1. CALL TO ORDER

The meeting was called to order at 5:00 p.m. by Mayor Pro Tem Ramirez.

2. PLEDGE OF ALLEGIANCE

Led by Mr. Jarad L. Hildenbrand, City Manager.

3. ROLL CALL

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

Absent: Council Member Van.

Excused: Mayor Shawver.

SPECIAL ORDERS OF THE DAY

4. NEW BUSINESS

4A. PUBLIC HEARING – THE REDRAWING OF COUNCIL MEMBER DISTRICT BOUNDARIES

Every 10 years, cities with by-district election systems must use new data from the Census to review and, if needed, redraw district lines to reflect how local populations have changed. This process, called redistricting, ensures that all districts have a nearly equal population. The redistricting process for the City of Stanton must be completed by April 17, 2022.

Introduction by Ms. Patricia A. Vazquez, City Clerk.

Presentation by Mr. Patrick Donegan, Best Best & Krieger.

Council Member Van arrived at 5:05 PM.

The City Council questioned staff regarding population per district, total population, ensuring that communities of interest remain intact, and projected population.

The public hearing was opened.

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In Person Public Comment:

- Mr. John Warren, resident spoke regarding the history of the City's redistricting process, communities of interest, and expressed his gratitude to the City Council for their current redistricting efforts.

Written Communication:

- Naoko Gorsuch, resident requested that the City Council ensure that their neighborhood Crosspointe Village be considered as a community of interest and remain intact and within a single district.
- Juan Hernandez, resident requested that the City Council ensure that their neighborhood Crosspointe Village be considered as a community of interest and remain intact and within a single district.
- George Blas G. Jamandre, resident requested that the City Council ensure that their neighborhood Crosspointe Village be considered as a community of interest and remain intact and within a single district.
- Jeanette A. Jamandre, resident requested that the City Council ensure that their neighborhood Crosspointe Village be considered as a community of interest and remain intact and within a single district.
- Stephen Takeshita, resident requested that the City Council ensure that their neighborhood Crosspointe Village be considered as a community of interest and remain intact and within a single district.
- Sue Becker, resident requested that the City Council ensure that their neighborhood Crosspointe Village be considered as a community of interest and remain intact and within a single district.
- Ferry Oroudji, resident requested that the City Council ensure that their neighborhood Crosspointe Village be considered as a community of interest and remain intact and within a single district.
- Cardinal Property Management, AAMC, on behalf of the Crosspointe Village Board of Directors requested that the City Council ensure that their neighborhood Crosspointe Village be considered as a community of interest and remain intact and within a single district.
- R. Williamson, resident requested that the City Council ensure that their neighborhood Crosspointe Village be considered as a community of interest and remain intact and within a single district.
- Jennifer Woodward, resident requested that the City Council ensure that their neighborhood Crosspointe Village be considered as a community of interest and remain intact and within a single district.

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- Laura Usherwood, resident requested that the City Council ensure that their neighborhood Crosspointe Village be considered as a community of interest and remain intact and within a single district.

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

1. The City Council declared the action not a project as defined by the California Environmental Quality Act ("CEQA") and will have no result direct or indirect to physical changes in the environment; and
2. Received a report from staff and the City's redistricting consultant on the redistricting process and permissible criteria to be considered to redraw district boundaries; and
3. Conducted a public hearing to receive public input on district boundaries.

5. **ADJOURNMENT** Motion/Second: Ramirez/
Motion carried at 5:32 p.m.

MAYOR

ATTEST:

CITY CLERK

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: January 11, 2022

SUBJECT: NOVEMBER 2021 INVESTMENT REPORT

REPORT IN BRIEF:

The Investment Report as of November 30, 2021, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTIONS:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of November 2021.

BACKGROUND:

Changes in the City's cash and investment balances for the month of November are summarized below:

	Beginning Balance	Net Change	Ending Balance
Cash and Investment Accounts (Pooled-All Funds)	\$ 50,249,871.48	\$ 8,781,610.61	\$ 59,031,482.09
Cash (Non-Pooled)	4,662,003.44	(68,654.90)	4,593,348.54
Total Cash and Investments	<u>\$ 54,911,874.92</u>	<u>\$ 8,712,955.71</u>	<u>\$ 63,624,830.63</u>

Between October 31, 2021, and November 30, 2021, the City's total cash and investments increased by approximately \$8.7 million. During the month of November, the City received \$7.8 million from the State of California for the North Orange County Public Safety Collaborative, for which the City is the fiscal agent.

The attached reports summarize the City investments and deposit balances as of November 30, 2021. The City's cash and investment balances by fund type are presented in Attachment A. A summary of the City's investment portfolio is included as Attachment B. The detail of the City's investments by type are shown in Attachment C.

ANALYSIS:

The monthly cash and investment report provides a summary of the cash and investment accounts held by the City as of the end of that month. In order to manage its cash and investments, the City combines cash resources from all funds into a single pool consisting of a variety of accounts and securities. The balance in the pooled cash account includes cash and certain liquid investments that are available to meet the City's current cash needs. Cash in excess of the City's current cash needs is invested in interest-bearing investments with various maturities.

Detailed information regarding the securities contained in the City's investment portfolio is provided in Attachments B and C. As of November 30, 2021, City investments consisted of the following:

	Market Value as of November 30, 2021	Average Interest Rate	Percentage of Portfolio Invested by Type	Maximum Percentage of Portfolio Permitted by Investment Policy	In Compliance?
Local Agency Investment Fund (LAIF)	\$ 34,344,768.24	0.20%	68.47%	100.00%	Yes
California Asset Management Program (CAMP)	6,252,007.79	0.05%	12.46%	100.00%	Yes
Negotiable Certificates of Deposit	7,810,831.42	2.46%	15.57%	30.00%	Yes
Municipal Bonds	1,751,808.55	2.25%	3.49%	100.00%	Yes
Total Investments	<u>\$ 50,159,416.00</u>		<u>100.00%</u>		

As of November 30, 2021, the average purchase yield to maturity earned on the City's total investment portfolio was 0.60%, which is above the benchmark LAIF return of 0.20%. The weighted average maturity of the City's was approximately 104 days (approximately 3 ½ months) as of November 30, 2021, which is in compliance with the City's investment policy restriction of 3.5 years.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's Fiscal Year 2021-22 Investment Policy. The portfolio will allow the City to meet its expenditure requirements for the next six months. Staff remains confident that the investment portfolio is currently positioned to remain secure and sufficiently liquid.

The City Treasurer controls a \$50.2 million portfolio, with \$9.6 million in investments held in a safekeeping account with Bank of the West.

ENVIRONMENTAL IMPACT :

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION :

Through the normal agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved by:

/s/ Michelle Bannigan

/s/ Jarad L. Hildenbrand

Michelle Bannigan, CPA
Finance Director

Jarad L. Hildenbrand
City Manager

Attachments:

- A. Cash and Investment Balances by Fund
- B. Investments Portfolio Summary
- C. Investment Portfolio Detail

**CITY OF STANTON
CASH AND INVESTMENTS REPORT
MONTH ENDED NOVEMBER 30, 2021**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
101-various	General Fund	\$ 18,846,666.23	\$ 1,539,235.56	\$ (1,402,169.85)	\$ 18,983,731.94
102-111101	General Fund (Transactions & Use Tax)	(87,240.68)	431,205.76	(305,608.31)	38,356.77
210-111101	Certified Access Specialists (CASP) Program	44,801.17	-	-	44,801.17
211-111101	Gas Tax Fund	971,624.54	151,634.44	(24,724.66)	1,098,534.32
215-111101	Road Maintenance and Rehabilitation act (RMRA) Fund	537,956.13	65,606.77	(7,215.00)	596,347.90
220-111101	Measure M Fund	733,574.03	111,255.87	-	844,829.90
221-111101	Community Development Block Grant-COVID-19 (CDBG-CV) Fund	(127,500.00)	127,500.00	-	-
222-111101	Community Development Block Grant (CDBG) Fund	212,212.34	-	-	212,212.34
223-111101	Protective Services Fund	(1,312.50)	63,558.96	(62,246.46)	-
224-111101	Lighting Maintenance 1919 Act Fund	212,466.91	38,943.13	(10,382.35)	241,027.69
225-111101	Lighting/Median Maintenance 1972 Act Fund	1,120,819.61	36,088.41	(22,692.11)	1,134,215.91
226-111101	Air Quality Improvement Fund	177,102.43	-	(19,814.67)	157,287.76
242-111101	Supplemental Law Enforcement Grant Fund (current)	404,833.02	19,319.67	(12,500.00)	411,652.69
250-111101	Families and Communities Together (FaCT) Grant Fund	(37,161.77)	26,300.60	(18,831.41)	(29,692.58)
251-111101	Senior Transportation Fund	51,574.21	8,231.12	(3,843.16)	55,962.17
257-111101	America Rescue Act Plan (ARPA) Fund	4,283,931.73	6,271.20	(49,832.69)	4,240,370.24
261-111101	Street Impact Fees Fund	81,296.10	6,766.00	-	88,062.10
262-111101	Traffic Signal Impact Fees Fund	49,618.44	1,513.00	-	51,131.44
263-111101	Community Center Impact Fees Fund	155,422.06	5,015.00	-	160,437.06
264-111101	Police Services Impact Fees Fund	140,403.04	4,539.00	-	144,942.04
280-111101	Stanton Central Park Maintenance Fund	(14,202.67)	3,428.34	(8,092.00)	(18,866.33)
285-various	Stanton Housing Authority Fund	12,394,498.96	1,410.00	(68,698.50)	12,327,210.46
305-111101	Capital Projects Fund	278,929.05	7,215.00	(7,215.00)	278,929.05
310-111101	Park and Recreation Facilities Fund	3,477,189.10	189,941.00	-	3,667,130.10
501-111101	Sewer Maintenance Fund	5,082,600.41	231,843.34	(4,377.71)	5,310,066.04
502-111101	Sewer Capital Improvement Fund	94.53	6,242.75	-	6,337.28
602-111101	Workers' Compensation Fund	545,221.01	5,874.48	-	551,095.49
603-111101	Liability Risk Management Fund	118,018.50	-	-	118,018.50
604-111101	Employee Benefits Fund	14,732.60	112,090.74	(65,690.59)	61,132.75
605-111101	Fleet Maintenance Fund	507,350.23	9,712.86	(117,347.67)	399,715.42
801-111101	City Trust Fund	(9,896.52)	-	(17,548.50)	(27,445.02)
901-111101	North Orange County Public Safety Task Force (NOCPTF) Trust Fund	84,249.24	7,800,000.00	(301.75)	7,883,947.49
Total Pooled Cash and Investments⁽¹⁾		\$ 50,249,871.48	\$ 11,010,743.00	\$ (2,229,132.39)	\$ 59,031,482.09
Less: Investments⁽¹⁾		\$ (50,190,634.19)	\$ (259.96)	\$ 31,478.15	\$ (50,159,416.00)
Cash - Bank of the West General Checking Account		\$ 59,237.29	\$ 11,010,483.04	\$ (2,197,654.24)	\$ 8,872,066.09

**CITY OF STANTON
CASH AND INVESTMENTS REPORT
MONTH ENDED NOVEMBER 30, 2021**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<u>CASH-NON-POOLED</u>					
101-111103	Payroll Account	\$ -	\$ 230,307.28	\$ (230,307.28)	\$ -
101-111109	Flexible Spending/AFLAC	5,238.99	-	(180.48)	5,058.51
101-111505	Petty Cash	600.00	-	(100.00)	500.00
604-111404	Cash with Fiscal Agent (PARS) ⁽²⁾	4,656,164.45	-	(68,374.42)	4,587,790.03
	Total Cash-Non-Pooled	\$ 4,662,003.44	\$ 230,307.28	\$ (298,962.18)	\$ 4,593,348.54
<u>INVESTMENTS</u>					
	POOLED ALL FUNDS	\$ 50,190,634.19	\$ 259.96	\$ (31,478.15)	\$ 50,159,416.00
	Total Investments ⁽³⁾	\$ 50,190,634.19	\$ 259.96	\$ (31,478.15)	\$ 50,159,416.00
	TOTAL CASH AND INVESTMENTS	\$ 54,911,874.92	\$ 11,241,050.28	\$ (2,528,094.57)	\$ 63,624,830.63

Notes:

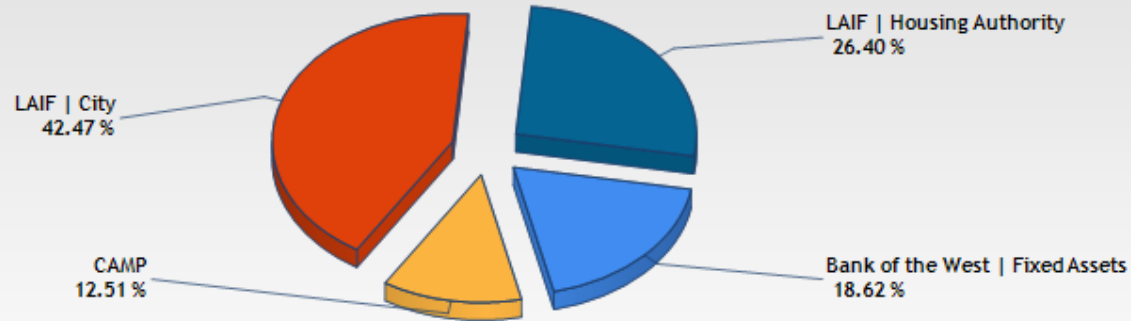
⁽¹⁾ - Pooled cash includes: City's Bank of the West general checking and safekeeping accounts, the City's Local Agency Investment Fund (LAIF) account, the Housing Authority's LAIF account, the California Asset Management Program (CAMP) account, and the Public Agency Retirement Services (PARS) account.

⁽²⁾ - The Public Agency Retirement Services (PARS) account is an irrevocable trust that can be used for pension and other post employment benefits only. This fund is excluded from the compliance requirements set forth in the City's investment policy.

⁽³⁾ - The Portfolio Summary Report and Holdings by Security Type are included in Attachments B and C, respectively.

City of Stanton
Distribution
Group By: Portfolio Name
Average By: Face Amount/Shares
Portfolio / Report Group: All Portfolios
As of: 11/30/2021

Portfolio Holdings Distribution by Portfolio Name



Portfolio Name	Face Amount/Shares	YTM @ Cost	Cost Value	Days To Maturity	% of Portfolio	Market Value	Book Value	Duration To Maturity
Bank of the West | Fixed Assets	9,303,000.00	2.420	9,319,816.20	553	18.62	9,562,639.97	9,308,594.28	1.48
CAMP	6,252,007.79	0.050	6,252,007.79	1	12.51	6,252,007.79	6,252,007.79	0.00
LAIF | City	21,216,703.09	0.203	21,216,703.09	1	42.47	21,180,601.56	21,216,703.09	0.00
LAIF | Housing Authority	13,186,604.50	0.203	13,186,604.50	1	26.40	13,164,166.68	13,186,604.50	0.00
TOTAL / AVERAGE	49,958,315.38	0.597	49,975,131.58	104	100	50,159,416.00	49,963,909.66	0.28

City of Stanton
Portfolio Holdings
Investment Portfolio | by Security Sector
Report Format: By Transaction
Group By: Security Sector
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 11/30/2021

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Certificate Of Deposit											
Allegiance Bank TX 2.65 2/14/2023	01748DBB1	4/11/2019	2.650	249,000.00	249,000.00	249,000.00	255,899.79	2/14/2023	441	289.25	0.50
American Eagle Bank IL 2.1 5/23/2022	02554BCN9	6/9/2017	2.100	150,000.00	150,000.00	150,000.00	151,390.50	5/23/2022	174	60.41	0.30
American Express UT 2.35 8/8/2022	02587DV47	8/8/2017	2.350	247,000.00	247,000.00	247,000.00	250,658.07	8/8/2022	251	1,812.91	0.49
American Express UT 2.4 8/29/2022	02587CFU9	8/29/2017	2.400	247,000.00	247,000.00	247,000.00	251,050.80	8/29/2022	272	1,461.70	0.49
Bank Hapoalim NY 2.9 3/25/2024	06251AW48	4/24/2019	2.900	250,000.00	250,000.00	250,000.00	262,980.00	3/25/2024	846	1,310.96	0.50
Bank of New England NH 2.65 5/23/2024	06426KBE7	5/23/2019	2.650	249,000.00	249,000.00	249,000.00	260,922.12	5/23/2024	905	126.55	0.50
Capital One Bank VA 2.35 3/15/2022	140420Z52	3/15/2017	2.350	248,000.00	248,000.00	248,000.00	249,589.68	3/15/2022	105	1,213.50	0.50
Capital One VA 2.3 7/19/2022	14042RGN5	7/19/2017	2.300	247,000.00	247,000.00	247,000.00	250,307.33	7/19/2022	231	2,085.63	0.49
Cornerstone Community Bank CA 2.6 5/17/2024	219240BY3	5/17/2019	2.600	249,000.00	249,000.00	249,000.00	260,578.50	5/17/2024	899	230.58	0.50
EagleBank MD 2.65 4/28/2023	27002YEL6	4/30/2019	2.650	249,000.00	249,000.00	249,000.00	256,933.14	4/28/2023	514	0.00	0.50
Evansville Teachers FCU IN 2.25 7/22/2024	299547AV1	7/22/2019	2.250	249,000.00	249,000.00	249,000.00	258,681.12	7/22/2024	965	122.79	0.50
First Technology FCU CA 3.35 9/27/2023	33715LCJ7	9/27/2018	3.350	240,000.00	240,000.00	240,000.00	252,504.00	9/27/2023	666	66.08	0.48
First Tier Bank NE 1.95 8/23/2024	33766LAJ7	8/23/2019	1.950	249,000.00	249,000.00	249,000.00	256,748.88	8/23/2024	997	93.12	0.50
Goldman Sachs Bank NY 2.35 6/21/2022	38148PKX4	6/21/2017	2.350	247,000.00	247,000.00	247,000.00	249,981.29	6/21/2022	203	2,576.24	0.49
Greenstate FCU IA 1.95 2/28/2023	39573LAF5	8/28/2019	1.950	249,000.00	249,000.00	249,000.00	253,932.69	2/28/2023	455	26.61	0.50
Healthcare Systems FCU VA 2.65 4/25/2024	42228LAD3	4/25/2019	2.650	246,000.00	246,000.00	246,000.00	257,584.14	4/25/2024	877	642.97	0.49
Horizon Bank NE 1.7 8/29/2023	44042TBQ6	7/29/2019	2.101	249,000.00	245,090.70	247,330.95	256,462.53	8/29/2023	637	11.60	0.50
I&C Bank of China, NY 2.15 4/12/2022	45581EAC5	8/15/2019	2.104	247,000.00	247,296.40	247,040.60	248,803.10	4/12/2022	133	261.89	0.49
Main Street Bank VA 2.6 4/26/2024	56065GAG3	4/26/2019	2.600	249,000.00	249,000.00	249,000.00	260,439.06	4/26/2024	878	70.95	0.50
McGregor TX 2.3 6/28/2024	32112UDA6	7/12/2019	2.200	249,000.00	250,170.30	249,607.42	260,610.87	6/28/2024	941	31.38	0.50
Merrick Bank UT 2.6 8/23/2023	59013J7P8	4/23/2019	2.600	249,000.00	249,000.00	249,000.00	258,178.14	8/23/2023	631	124.16	0.50
Morgan Stanley NY 3.1 2/7/2024	61760AVJ5	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	259,409.46	2/7/2024	799	2,402.71	0.49
Morgan Stanley UT 3.1 2/7/2024	61690UDW7	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	259,409.46	2/7/2024	799	2,402.71	0.49
Mountain America CU UT 3 3/27/2023	62384RAF3	4/9/2019	2.840	249,000.00	250,494.00	249,497.31	257,652.75	3/27/2023	482	61.40	0.50
Raymond James Bank FL 2 8/23/2024	75472RAE1	8/23/2019	2.000	247,000.00	247,000.00	247,000.00	255,022.56	8/23/2024	997	1,339.89	0.49
Sallie Mae Bank UT 2.3 8/2/2022	795450B61	8/2/2017	2.300	248,000.00	248,000.00	248,000.00	251,509.20	8/2/2022	245	1,875.29	0.50
State Bank India NY 2.35 3/14/2022	8562846V1	3/14/2017	2.350	248,000.00	248,000.00	248,000.00	249,574.80	3/14/2022	104	1,229.47	0.50
Synchrony Bank UT 2.4 5/19/2022	87165EL96	5/19/2017	2.400	247,000.00	247,000.00	247,000.00	249,600.91	5/19/2022	170	178.65	0.49

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
TIAA FSB FL 2.1 7/29/2022	87270LCM3	7/29/2019	2.100	247,000.00	247,000.00	247,000.00	250,112.20	7/29/2022	241	1,762.16	0.49
University of Iowa CU IA 3.05 5/15/2023	91435LAG2	4/25/2019	2.919	248,000.00	249,240.00	248,444.59	257,552.96	5/15/2023	531	600.98	0.50
Washington Federal Bank WA 1.95 8/28/2024	938828BN9	8/28/2019	1.950	249,000.00	249,000.00	249,000.00	256,751.37	8/28/2024	1,002	26.61	0.50
Sub Total / Average Certificate Of Deposit			2.459	7,583,000.00	7,583,291.40	7,582,920.87	7,810,831.42		566	24,499.15	15.18
Local Government Investment Pool											
CAMP LGIP	CAMP3001	2/29/2020	0.050	6,252,007.79	6,252,007.79	6,252,007.79	6,252,007.79	N/A	1		12.51
LAIF | City LGIP	LAIFCITY0895	2/29/2020	0.203	21,216,703.09	21,216,703.09	21,216,703.09	21,180,601.56	N/A	1		42.47
LAIF | Housing Authority LGIP	LAIFHA0004	2/29/2020	0.203	13,186,604.50	13,186,604.50	13,186,604.50	13,164,166.68	N/A	1		26.40
Sub Total / Average Local Government Investment Pool			0.179	40,655,315.38	40,655,315.38	40,655,315.38	40,596,776.03		1	0.00	81.38
Municipal											
Arvin Community CA 2.5 3/1/2023	043288AK5	8/8/2019	2.350	275,000.00	276,399.75	275,490.61	281,283.75	3/1/2023	456	1,699.65	0.55
Fort Bragg CA 1.871 8/1/2024	347028JZ6	9/18/2019	1.750	205,000.00	206,150.05	205,630.30	208,075.00	8/1/2024	975	1,267.86	0.41
Riverside Pension CA 2.5 6/1/2022	769036BB9	6/20/2017	2.251	500,000.00	505,800.00	500,587.38	505,135.00	6/1/2022	183	6,215.28	1.00
Riverside Pension CA 2.5 6/1/2022	769036BB9	7/24/2017	2.401	240,000.00	241,080.00	240,111.47	242,464.80	6/1/2022	183	2,983.33	0.48
Riverside Pension CA 2.75 6/1/2024	769036BD5	8/28/2019	2.030	250,000.00	258,120.00	254,267.79	259,580.00	6/1/2024	914	3,418.40	0.50
Stockton CA 2.5 9/1/2023	861403AU7	5/1/2019	2.600	250,000.00	248,975.00	249,585.86	255,270.00	9/1/2023	640	1,545.14	0.50
Sub Total / Average Municipal			2.247	1,720,000.00	1,736,524.80	1,725,673.41	1,751,808.55		494	17,129.66	3.44
Total / Average			0.597	49,958,315.38	49,975,131.58	49,963,909.66	50,159,416.00		104	41,628.81	100

CITY OF STANTON

REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

TO: Honorable Chair and Members of the Successor Agency

DATE: December 14, 2021

SUBJECT: OCTOBER 2021 INVESTMENT REPORT (SUCCESSOR AGENCY)

REPORT IN BRIEF:

The Investment Report as of October 31, 2021, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTIONS:

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of October 2021.

BACKGROUND:

The attached reports summarize the Successor Agency investments and deposit balances as of October 2021. During the month of October, the Successor Agency's total cash and investment balances decreased by approximately \$6,154. The Agency's cash and investment balances by fund are presented in Attachment A. The Agency's investments and deposits are included as Attachment B.

ANALYSIS:

The Agency's share of the City's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of October 2021 was 0.20%.

The Agency's investments are shown on Attachment B and have a weighted investment yield of 0.20%, which is equal to the benchmark LAIF return of 0.20%, as the entire portfolio (excluding funds held with the bond fiscal agents) represents the Successor Agency's portion of LAIF and Bank of the West funds invested by the City.

With a completely liquid portfolio, the weighted average maturity of the Agency's investments on October 31, 2021, is 1 day. LAIF's average maturity on October 31, 2021, is approximately 335 days.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's Fiscal Year 2021-22 Investment Policy.

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

ENVIRONMENTAL IMPACT:

None

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved by:

/s/ Michelle Bannigan

/s/ Jarad L. Hildenbrand

Michelle Bannigan, CPA
Finance Director

Jarad L. Hildenbrand
City Manager

Attachments:

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY
CASH AND INVESTMENTS REPORT
MONTH ENDED NOVEMBER 30, 2021**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<u>CASH-POOLED</u>					
712-111101	Redevelopment Obligation Retirement Fund	\$ 2,089,881.29	\$ -	\$ (427,866.46)	\$ 1,662,014.83
	Total Cash-Pooled ⁽¹⁾	\$ 2,089,881.29	\$ -	\$ (427,866.46)	\$ 1,662,014.83
<u>CASH-RESTRICTED (with Fiscal Agent)</u>					
712-111423	2016 Tax Allocation Bonds, Series A and B	\$ 1,350,555.09	\$ 5.74	\$ -	\$ 1,350,560.83
712-111425	2016 Tax Allocation Bonds, Series C and D	1,825,884.30	7.75	-	1,825,892.05
712-111426	2020 Tax Allocation Refunding Bonds, Series A	0.21	423,699.790	-	423,700.00
	Total Cash-Restricted (with Fiscal Agent)	\$ 3,176,439.60	\$ 423,713.28	\$ -	\$ 3,600,152.88
	TOTAL CASH AND INVESTMENTS	\$ 5,266,320.89	\$ 423,713.28	\$ (427,866.46)	\$ 5,262,167.71

Note:

⁽¹⁾ - Includes the Successor Agency's share of the City's Bank of the West checking account and Local Agency Investment Fund (LAIF).

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY
INVESTMENTS AND DEPOSITS
MONTH ENDED NOVEMBER 30, 2021**

Investment Type	Institution	Issuer/ Broker		Date of Maturity	Interest Rate		Cost	Market Value	MV Source
LAIF and BOW General Acct	State of California/ BOW	State of California		On Demand	0.20%	N/A	\$ 1,662,015	\$ 1,662,015	LAIF

Total Cash Investments and Deposits

1	0.20%
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\$ 1,662,015	\$ 1,662,015
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Weighted Average/eighted Average

Bond Funds Held by Trustees:

Maturity (days) Yield

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series A and B										
Debt Service:										
Cash Equivalents	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 23	\$ 23	\$ 23	US Bank
Principal:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1,045,000	1,045,000	1,045,000	US Bank
Interest:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	305,538	305,538	305,538	US Bank

Total 2016 Series A and B

\$ 1,350,561 \$ 1,350,561

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series C and D										
Debt Service:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 11	\$ 11	\$ 11	US Bank
Interest:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	645,881	645,881	645,881	US Bank
Principal:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1,180,000	1,180,000	1,180,000	US Bank

Total 2016 Series C and D

\$ 1,825,892 \$ 1,825,892

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
2020 Tax Allocation Refunding Bonds										
Special Fund:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 423,700	\$ 423,700	\$ 423,700	US Bank

Total 2010 Tax Allocation Bonds (Tax-Exempt) \$ 423,700 \$ 423,700

Total Bond Fund Investments and Deposits (3)

\$ 3,600,153 \$ 3,600,153

TOTAL - ALL CASH AND INVESTMENTS

\$5,262,168 \$5,262,168

Notes:

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

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: January 11, 2022

**SUBJECT: NOVEMBER 2021 GENERAL FUND REVENUE AND EXPENDITURE
REPORT AND STATUS OF CAPITAL IMPROVEMENT PROGRAM**

REPORT IN BRIEF:

The Revenue and Expenditure Report for the month ended November 30, 2021, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, staff has provided a status of the City's Capital Improvement Projects (CIP) as of November 30, 2021.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the General Fund and Housing Authority Fund's November 2021 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended November 30, 2021.

ANALYSIS:

General Fund Revenue and Expenditure Reports

Attachments A and B summarize the General Fund's revenue and expenditure activity through November 30, 2021. The reports include information for the month of November, on a year-to-date basis through November, the current fiscal year's budgeted balance and the year-to-date as a percentage of the budget. In addition, for comparison purposes, the year-to-date amount, final amount, and a percentage of final for the previous fiscal year (through November) is included as well.

As of November 30, total General Fund revenues received to date was approximately \$6.9 million represents 26% of the Fiscal Year 2021/22 budgeted amount and is

approximately \$693,000 (11%) higher than the revenues collected for the same period last year (Attachment A, page 2). The primary reason for the increase is because of increased taxes collected during the current year for property tax, transient occupancy tax, sales tax, and transaction and use tax. In addition, the General Fund received \$101,376 from the County of Orange for its share of waste disposal revenue related to Fiscal Year 2020/21. (This revenue was not recorded in the prior fiscal year because it was received after the City's cut-off date of August 31, 2021.)

Total General Fund expenditures were approximately \$9.4 million through November 30, which represents 35% of the 2021/22 projected expenditures and is approximately \$375,000 (4%) higher than the expenditures incurred for the same period last year (Attachment B, page 2). The primary reason for the increase is due to law enforcement and fire protection services contract costs which were 7% and 5% higher, respectively, than the same period last year.

Housing Authority Revenue and Expenditure Reports

Attachment D summarizes the Housing Authority Fund's revenue and expenditure activity through November 30, 2021. The report includes information for the activity during the month of November, information on a year-to-date basis through November, the current fiscal year's budgeted balance and the year-to-date as a percentage of the budget. In addition, for comparison purposes, the year-to-date amount, final amount, and a percentage of final for the previous fiscal year (through November) is included as well.

As of November 30, total Housing Authority Fund revenues received to date was \$731,784, which represents 112% of the Fiscal Year 2021/22 budgeted amount and is approximately \$573,000 (360%) more than the revenue collected through the same period last year. In October, the Housing Authority received \$606,902 for the sale of the property located at 7455 Katella Avenue.

Total Housing Authority Fund expenditures were approximately \$1.4 million through November 30, which represents 34% of the 2021/22 projected expenditures and is approximately \$1.4 million (49%) lower than the expenditures incurred for the same period last year. In November 2020, the Housing Authority made \$2.6 million in payments for Project Homekey.

Status of Capital Improvement Projects (CIP) (Attachment F)

The Fiscal Year 2021/22 CIP budget includes \$3.3 million from the Fiscal Year 2021/22 Adopted Budget and \$822,843 in carryover funding from Fiscal Year 2020/21, for a total amended budget of \$4.2 million as of November 30, 2021. As of November 30, capital project expenditures totaled \$27,357 (less than 1% of the amended budget) with an additional \$142,693 (3% of the amended budget) under contract (encumbered) for work currently underway, for a total amount spent or encumbered to date of \$170,050 (4% of the amended budget) as of November 30, 2021.

FISCAL IMPACT:

Per Attachment C, the City's General Fund reserves is expected to be \$22.2 million by June 30, 2022.

Per Attachment E, the City's Housing Authority Fund reserves is expected to be \$10.2 million by June 30, 2022.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the normal agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved by:

/s/ Michelle Bannigan

/s/ Jarad L. Hildenbrand

Michelle Bannigan, CPA
Finance Director

Jarad L. Hildenbrand
City Manager

Attachments:

- A. November 2021 General Fund Revenues
- B. November 2021 General Fund Expenditures
- C. General Fund Reserves Projected as of June 30, 2022
- D. November 2021 Housing Authority Revenue and Expenditures
- E. Housing Authority Fund Available Fund Balance Projected as of June 30, 2022
- F. Status of Capital Improvement Projects as of November 30, 2021

CITY OF STANTON
November 2021 General Fund Revenues (42% of year)

	FY 2021/22	FY 2021/22	FY 2021/22				%
	Adopted	Amended	Activity	Year To Date	Percent of	FY 2020/21	Change
	Budget	Budget	During	Actual *	Budget	Actual	From
			November				Prior Year
TAXES							
Property Tax	\$ 7,213,500	\$ 7,213,500	\$ 205,359	\$ 269,418	3.73%	\$ 254,905	5.69%
Sales and Use Tax	4,810,000	4,810,000	300,882	1,379,843	28.69%	1,243,992	10.92%
Transactions and Use Tax	4,998,000	4,998,000	431,206	1,505,850	30.13%	1,258,026	19.70%
Transient Occupancy Tax	480,000	480,000	51,793	241,676	50.35%	217,089	11.33%
Franchise Fees	1,109,500	1,109,500	108,551	242,293	21.84%	264,608	-8.43%
Business Licenses	160,000	160,000	39,370	47,966	29.98%	29,270	63.87%
Utility Users Tax	1,881,000	1,881,000	162,284	733,941	39.02%	723,782	1.40%
Tax Increment Pass-thru Payment	338,000	338,000	-	-	0.00%	-	**
TAXES-TOTAL	20,990,000	20,990,000	1,299,445	4,420,987	21.06%	3,991,672	10.76%
INTERGOVERNMENTAL							
County WDA Shared Revenue	160,000	160,000	-	101,376	63.36%	-	100.00%
Mandated Cost Reimbursement	30,000	30,000	-	-	0.00%	-	**
Motor Vehicle In Lieu	20,000	20,000	-	-	0.00%	-	**
Public Safety Augmentation Tax	161,075	161,075	14,568	53,337	33.11%	38,515	38.48%
INTERGOVERNMENTAL-TOTAL	371,075	371,075	14,568	154,713	41.69%	38,515	301.70%
CHARGES FOR SERVICES							
Charges for Services	105,280	86,030	7,691	40,569	47.16%	36,490	11.18%
Information Technology Charges	30,345	30,345	2,529	12,644	41.67%	10,119	100.00%
CHARGES FOR SERVICES-TOTAL	135,625	116,375	10,220	53,213	45.73%	46,609	14.17%
FEES AND PERMITS							
Solid Waste Impact Fees	1,150,000	1,150,000	91,312	376,478	32.74%	337,202	11.65%
Building Permits and Fees	1,300,000	1,300,000	176,905	396,621	30.51%	783,452	-49.38%
Planning Permits and Fees	106,250	106,250	5,295	36,083	33.96%	37,699	-4.29%
Engineering Permits and Fees	73,300	73,300	4,015	32,966	44.97%	33,526	-1.67%
Public Benefit Fee	-	-	-	-	**	314,237	-100.00%
Recycling Fees	93,750	93,750	19,525	19,525	20.83%	20,320.000	**
Other Permits and Fees	267,500	267,500	50,487	89,136	33.32%	242,513	-63.24%
Community Services Fees	46,500	46,500	5,206	34,402	73.98%	6,865	80.04%
FEES AND PERMITS -TOTAL	3,037,300	3,037,300	352,745	985,211	32.44%	1,775,814	-44.52%

CITY OF STANTON
November 2021 General Fund Revenues (42% of year)

	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		Percent of Budget	FY 2020/21 Actual	% Change From Prior Year
			Activity During November	Year To Date Actual *			
FINES AND FORFEITURES							
General Fines	600	600	70	18,114	3019.00%	54	33444.44%
Motor Vehicle Fines	120,670	120,670	3,291	18,774	15.56%	24,503	-23.38%
Parking Citations	205,000	205,000	31,822	96,442	47.04%	105,112	-8.25%
DMV Parking Collections	70,300	70,300	4,218	23,337	33.20%	17,811	31.03%
Administrative Citation	15,000	15,000	1,100	2,560	17.07%	1,900	34.74%
FINES AND FORFEITURES-TOTAL	411,570	411,570	40,501	159,227	38.69%	149,380	6.59%
USE OF MONEY AND PROPERTY							
Investment Earnings	185,000	185,000	-	44,692	24.16%	58,231	-23.25%
Unrealized Gains (Losses)	-	-	(29,185)	(130,833)	**	(29,033)	350.64%
Interest on Loan to Landscape District Fund	16,570	16,570	-	7,255	43.78%	-	100.00%
Rental Income	28,305	28,305	1,935	20,986	74.14%	6,360	229.97%
USE OF MONEY AND PROPERTY-TOTAL	229,875	229,875	(27,250)	(57,900)	-25.19%	35,558	-262.83%
MISCELLANEOUS REVENUE							
Miscellaneous Revenue	198,700	269,500	70,937	117,938	43.76%	13,950	745.43%
MISCELLANEOUS REVENUE-TOTAL	198,700	269,500	70,937	117,938	43.76%	13,950	745.43%
TRANSFERS IN							
From Gas Tax Fund	205,000	205,000	17,083	85,417	41.67%	50,208	70.13%
From Protective Services Fund	375,000	375,000	60,934	65,510	17.47%	103,541	-36.73%
From Supplemental Law Enforcement Grants Fund	150,000	150,000	12,500	62,500	41.67%	38,996	60.27%
From Housing Authority Fund	-	890,000	-	890,000	100.00%	-	100.00%
TRANSFERS IN-TOTAL	730,000	1,620,000	90,517	1,103,427	68.11%	192,745	82.53%
TOTAL REVENUES AND TRANSFERS IN	\$ 26,104,145	\$ 27,045,695	\$ 1,851,683	\$ 6,936,816	25.65%	\$ 6,244,243	11.09%

* = Actual data is reported through November.

TAXES
November 2021 General Fund Revenues (42% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During November	Year To Date Actual *			
101	General Fund							
430100	Current Year-Secured	\$ 1,144,000	\$ 1,144,000	\$ 188,911	\$ 188,911	16.51%	193,927	-2.59%
430105	Current Year-Unsecured	32,500	32,500	-	18,532	57.02%	15,549	19.18%
430115	Property Tax-Supplemental	23,000	23,000	1,676	4,038	17.56%	3,321	21.59%
430120	Residual Redevelopment Property Tax	1,267,000	1,267,000	-	-	0.00%	-	**
430121	In-Lieu Vehicle License Fee	4,640,000	4,640,000	-	-	0.00%	-	**
430135	Homeowners Tax Relief	1,000	1,000	-	-	0.00%	-	**
430140	Property Transfer Tax	106,000	106,000	14,772	57,937	54.66%	42,108	37.59%
430200	Sales And Use Tax	4,810,000	4,810,000	300,882	1,379,843	28.69%	1,243,992	10.92%
430300	Transient Occupancy Tax	480,000	480,000	51,793	241,676	50.35%	217,089	11.33%
430405	Franchise Tax/Cable TV	224,500	224,500	51,718	51,718	23.04%	85,382	**
430410	Franchise Tax/Electric	214,000	214,000	-	-	0.00%	-	**
430415	Franchise Tax/Gas	58,000	58,000	-	-	0.00%	-	**
430420	Franchise Tax/Refuse	525,000	525,000	56,833	190,575	36.30%	179,226	6.33%
430425	Franchise Tax/Water	88,000	88,000	-	-	0.00%	-	**
430500	Business License Tax	160,000	160,000	39,370	47,966	29.98%	29,270	63.87%
430600	Util User Tax/Electricity	935,500	935,500	104,491	449,349	48.03%	445,174	0.94%
430605	Util User Tax/Telephone	316,000	316,000	16,189	67,870	21.48%	75,731	-10.38%
430610	Util User Tax/Gas	211,000	211,000	19,475	58,859	27.90%	41,598	41.49%
430615	Util User Tax/Water	418,500	418,500	22,129	157,863	37.72%	161,279	-2.12%
440100	AB 1389 Pass Through from RDA	338,000	338,000	-	-	0.00%	-	**
101	General Fund	15,992,000	15,992,000	868,239	2,915,137	18.23%	2,733,646	6.64%
102	General Fund (Transactions & Use Tax)							
430250	Transactions & Use Tax	4,998,000	4,998,000	431,206	1,505,850	30.13%	1,258,026	19.70%
102	General Fund (Transactions & Use Tax)	4,998,000	4,998,000	431,206	1,505,850	30.13%	1,258,026	19.70%
TAXES - TOTAL		\$ 20,990,000	\$ 20,990,000	\$ 1,299,445	\$ 4,420,987	21.06%	\$ 3,991,672	10.76%

* = Actual data is reported through November.

CHARGES FOR SERVICES
November 2021 General Fund Revenues (42% of year)

Acct. No.	Description	FY 2021/22		FY 2021/22		FY 2021/22		% of Budget	FY 2020/21	% Change From Prior Year
		Adopted Budget		Amended Budget		Activity During November	Year To Date Actual *			
101	General Fund									
433100	Charges For Services	\$ 105,280		\$ 86,030		\$ 7,691	\$ 40,569	47.16%	\$ 36,490	11.18%
433136	Information Technology Charges	30,345		30,345		2,529	12,644	41.67%	10,119	19.97%
	CHARGES FOR SERVICES - TOTAL	\$ 135,625		\$ 116,375		\$ 10,220	\$ 53,213	45.73%	\$ 46,609	14.17%

* = Actual data is reported through November.

INTERGOVERNMENTAL
November 2021 General Fund Revenues (42% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During November	Year To Date Actual *			
101	General Fund							
432121	County WDA Shared Revenue	\$ 160,000	\$ 160,000	\$ -	\$ 101,376	63.36%	\$ -	100.00%
432135	Mandated Cost Reimbursement	30,000	30,000	-	-	0.00%	-	**
432150	Motor Vehicle In Lieu	20,000	20,000	-	-	0.00%	-	**
432180	Public Safety Augmentation Tax	161,075	161,075	14,568	53,337	33.11%	38,515	27.79%
INTERGOVERNMENTAL - TOTAL		\$ 371,075	\$ 371,075	\$ 14,568	\$ 154,713	41.69%	\$ 38,515	301.70%

* = Actual data is reported through November.

FEES AND PERMITS
November 2021 General Fund Revenues (42% of year)

Acct. No.	Description	FY 2021/22	FY 2021/22	FY 2021/22		% of Budget	FY 2020/21	% Change
		Adopted	Amended	Activity During	Year To Date		Actual	From
		Budget	Budget	November	Actual *			Prior Year
101	General Fund							
431100	Building Plan Check Fees	\$ 70,000	\$ 70,000	\$ 4,882	\$ 92,390	131.99%	\$ 31,693	191.52%
431105	Mechanical Permits	250,000	250,000	19,250	33,450	13.38%	107,130	-68.78%
431110	Building Permits	750,000	750,000	127,690	211,528	28.20%	513,463	-58.80%
431115	Plumbing Permits	80,000	80,000	10,995	17,265	21.58%	42,805	-59.67%
431120	Electrical Permits	150,000	150,000	14,088	41,988	27.99%	88,361	-52.48%
431130	Engineering Plan Check Fees	33,300	33,300	-	11,160	33.51%	14,745	-24.31%
431135	Public Works Permits	40,000	40,000	4,015	21,806	54.52%	18,781	16.11%
431140	S M I P - Commercial Fees	500	500	-	6	1.20%	121	-95.04%
431145	S M I P-Residential Permits	1,000	1,000	-	8	0.80%	7	14.29%
431146	SB 1473 Fee	2,500	2,500	206	387	15.48%	1,277	-69.69%
431150	Grading Plan Review	-	-	2,890	4,335	**	8,670	-50.00%
431155	Grading Permits	-	-	735	2,205	**	2,940	-33.33%
431160	Solid Waste Impact Fees	1,150,000	1,150,000	91,312	376,478	32.74%	337,202	11.65%
431185	Parking Permits	50,000	50,000	4,000	5,407	10.81%	6,843	-20.98%
431190	Towing Franchise Fee	30,000	30,000	2,340	10,980	36.60%	25,920	-57.64%
431194	Public Benefit Fee	-	-	-	-	**	314,237	-100.00%
431195	Other Fees & Permits	15,000	15,000	2,650	11,000	73.33%	15,535	-29.19%
431200	Cannabis Business Initial Permit Fee	-	-	-	-	**	140,400	-100.00%
433200	Conditional Use Permit	6,000	6,000	-	9,940	165.67%	-	100.00%
433205	Precise Plan Of Design	15,000	15,000	-	1,050	7.00%	6,160	-82.95%
433210	Variance	2,000	2,000	-	-	0.00%	-	**
433220	Preliminary Plan Review	6,000	6,000	1,875	7,500	125.00%	1,875	75.00%
433225	Environmental Services	4,400	4,400	-	430	9.77%	2,315	-81.43%
433227	Foreclosure Registration	10,850	10,850	563	2,252	20.76%	4,375	-48.53%
433230	Zoning Entitlements	5,000	5,000	-	-	0.00%	-	**
433235	Land Divisions	10,000	10,000	-	2,500	25.00%	3,730	-32.98%
433240	Special Event Permits	500	500	180	180	36.00%	180	0.00%
433245	Sign/Ban'R/Gar Sa/Temp Use Per	6,000	6,000	450	3,370	56.17%	1,315	156.27%
433250	Ministerial Services	15,000	15,000	995	6,275	41.83%	6,220	0.88%

FEES AND PERMITS
November 2021 General Fund Revenues (42% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During November	Year To Date Actual *			
101	General Fund							
433260	Landscape Plan Check	1,000	1,000	325	975	97.50%	-	100.00%
433270	General Plan Maint Surcharge	15,000	15,000	1,087	1,402	9.35%	10,500	-86.65%
433285	Other Developmental Fees	5,000	5,000	-	389	7.78%	1,209	-67.82%
433305	General Recreation Programs	24,000	24,000	2,591	19,662	81.93%	-	100.00%
433315	Sports Fields	22,500	22,500	2,615	14,740	65.51%	6,865	53.43%
437115	Recycling Fees	93,750	93,750	19,525	19,525	20.83%	20,320	-3.91%
430505	New/Moved Bus Lic Appl Rev	40,000	40,000	2,450	14,350	35.88%	14,230	0.84%
430510	Business Tax Renewal Process	130,000	130,000	32,400	37,400	28.77%	24,362	53.52%
430515	SB 1186	3,000	3,000	2,636	2,878	95.93%	2,028	41.91%
FEES AND PERMITS - TOTAL		\$ 3,037,300	\$ 3,037,300	\$ 352,745	\$ 985,211	32.44%	\$ 1,775,814	-44.52%

* = Actual data is reported through November.

FINES AND FORFEITURES
November 2021 General Fund Revenues (42% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During November	Year To Date Actual *			
101	General Fund							
434100	General Fines	\$ 600	\$ 600	\$ 70	\$ 18,114	3019.00%	\$ 54	33444.44%
434105	Motor Vehicle Fines	120,670	120,670	3,291	18,774	15.56%	24,503	-23.38%
434110	Parking Citations	205,000	205,000	31,822	96,442	47.04%	105,112	-8.25%
434115	DMV Parking Collections	70,300	70,300	4,218	23,337	33.20%	17,811	31.03%
434120	Administrative Citations	15,000	15,000	1,100	2,560	17.07%	1,900	34.74%
FINES AND FORFEITURES - TOTAL		\$ 411,570	\$ 411,570	\$ 40,501	\$ 159,227	38.69%	\$ 149,380	6.59%

* = Actual data is reported through November.

USE OF MONEY AND PROPERTY
November 2021 General Fund Revenues (42% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During November	Year To Date Actual *			
101	General Fund							
435100	Interest Earned	\$ 185,000	\$ 185,000	\$ -	\$ 44,692	24.16%	\$ 58,231	-23.25%
435110	Unrealized Gains (Losses)	-	-	(29,185)	(130,833)	**	(29,033)	350.64%
435200	Interest on Loan to Landscape District Fund	16,570	16,570	-	7,255	43.78%	-	100.00%
436125	Indoor Facility Rental	-	-	240	960	**	(2,144)	-144.78%
436127	Outdoor Picnic Shelters	7,450	7,450	1,695	11,305	151.74%	-	100.00%
436135	Pac Bell Mobile Svcs-Rent	20,855	20,855	-	8,721	41.82%	8,504	2.55%
USE OF MONEY AND PROPERTY - TOTAL		\$ 229,875	\$ 229,875	\$ (27,250)	\$ (57,900)	-25.19%	\$ 35,558	-262.83%

MISCELLANEOUS REVENUE
November 2021 General Fund Revenues (42% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During November	Year To Date Actual *			
101	General Fund							
432256	Grant (non-government agency)	\$ 4,200	\$ 74,200	\$ 70,903	\$ 73,611	99.21%	\$ 3,004	2350.43%
437100	Sale Of Publications	-	-	1	121	**	3	3933.33%
437105	Firework Services	475	475	-	-	0.00%	-	**
437125	Donations	-	800	-	800	100.00%	-	100.00%
437135	Expense Reimbursement	-	-	-	39,292	**	7,500	80.91%
437137	Loan Repayment from Landscape Maintenance District	164,025	164,025	-	-	0.00%	-	**
437195	Other Revenue	30,000	30,000	33	4,114	13.71%	3,443	19.49%
MISCELLANEOUS REVENUE - TOTAL		\$ 198,700	\$ 269,500	\$ 70,937	\$ 117,938	43.76%	\$ 13,950	745.43%

* = Actual data is reported through November.

TRANSFERS IN
November 2021 General Fund Revenues (42% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During November	Year To Date Actual *			
101	General Fund							
439211	Transfer From Gas Tax Fund	\$ 205,000	\$ 205,000	\$ 17,083	\$ 85,417	41.67%	\$ 50,208	41.22%
439223	Transfer From Protective Services Fund	375,000	375,000	60,934	65,510	17.47%	103,541	-58.05%
439242	Transfer Fr Supp Law Enf Grant	150,000	150,000	12,500	62,500	41.67%	38,996	37.61%
439285	Transfer From Housing Authority	-	890,000	-	890,000	100.00%	-	100.00%
TRANSFERS IN - TOTAL		\$ 730,000	\$ 1,620,000	\$ 90,517	\$ 1,103,427	68.11%	\$ 192,745	82.53%

City of Stanton
November 2021 General Fund Expenditures (42% of year)

Division No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		Percent of Budget	FY 2020/21 Actual	% Change from Prior Year
				Activity During November	Year to Date Actual *			
1100	City Council	\$ 116,710	\$ 116,710	\$ 4,966	\$ 54,499	46.70%	\$ 41,024	32.85%
1200	City Attorney	302,000	302,000	49,149	49,715	16.46%	33,721	47.43%
1300	City Manager	473,195	473,195	38,417	196,520	41.53%	177,262	10.86%
1400	City Clerk	190,515	190,515	13,806	73,747	38.71%	67,340	9.51%
1410	Personnel/Risk Management	176,885	176,885	10,936	59,451	33.61%	53,014	12.14%
1510	Information Technology	524,980	531,098	34,294	262,279	49.38%	298,215	-12.05%
	Administration	1,784,285	1,790,403	151,568	696,211	38.89%	670,576	3.82%
1500	Finance	862,565	890,691	57,718	314,185	35.27%	332,097	-5.39%
1600	Non-Dept (excludes Transfers)	48,000	48,000	446	446	0.93%	1,154	-61.35%
	Finance	910,565	938,691	58,164	314,631	33.52%	333,251	-5.59%
1520	Emergency Preparedness	5,000	57,796	-	13,373	23.14%	-	100.00%
2100	Law Enforcement	12,197,850	12,197,850	1,021,429	5,088,251	41.71%	4,721,226	7.21%
2200	Fire Protection	5,166,860	5,166,860	-	1,283,387	24.84%	1,227,265	4.57%
2230	Contractual Ambulance Svcs	2,500	2,500	100	100	4.00%	1,286	-92.22%
2400	Animal Control Services	191,390	191,390	-	46,305	24.19%	90,405	-95.24%
2500	Public Safety-Other	110,175	110,175	5,669	60,714	55.11%	58,651	3.52%
4300	Parking Control	250,890	250,890	19,253	100,384	40.01%	89,365	12.33%
6200	Code Enforcement	519,870	519,870	39,267	195,525	37.61%	181,588	7.68%
	Public Safety	18,444,535	18,497,331	1,085,718	6,788,039	36.70%	6,369,786	6.57%
3000	Public Works Administration	507,575	521,468	35,199	195,298	37.45%	201,982	-3.31%
3100	Engineering	145,390	167,390	105	34,393	20.55%	62,847	-45.28%
3200	Public Facilities	436,340	436,340	50,527	157,904	36.19%	120,129	31.45%
3300	Crossing Guard	43,165	43,165	6,073	11,413	26.44%	-	100.00%
3400	Parks Maintenance	412,680	443,580	31,502	155,454	35.05%	137,972	12.67%
3500	Street Maintenance	498,980	498,980	25,161	135,967	27.25%	165,401	-17.80%
3600	Storm Drains	115,860	115,860	-	3,796	3.28%	460	725.22%
6300	Graffiti Abatement	101,900	101,900	3,143	15,193	14.91%	29,985	-49.33%
	Public Works	2,261,890	2,328,683	151,710	709,418	30.46%	718,776	-1.30%
4000	Community Development Administration	313,625	313,625	17,376	132,163	42.14%	79,410	66.43%
4100	Planning	344,590	610,987	74,142	194,462	31.83%	140,185	38.72%

* = Actual data is reported through November.

City of Stanton
November 2021 General Fund Expenditures (42% of year)

Division No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		Percent of Budget	FY 2020/21 Actual	% Change from Prior Year
				Activity During November	Year to Date Actual *			
4200	Building Regulation	784,255	784,255	5,621	91,403	11.65%	307,928	-70.32%
4400	Business Relations	37,800	37,800	570	570	1.51%	150	280.00%
	Community Development	1,480,270	1,746,667	97,709	418,598	23.97%	527,673	-20.67%
5000	Public Information Office ⁽¹⁾	120,600	120,600	9,092	43,352	35.95%	50	99.88%
5100	Community Services Administration	509,015	579,515	32,124	208,638	36.00%	271,755	-23.23%
5200	Community Center Operations	170,530	170,530	5,794	31,512	18.48%	1,785	1665.38%
5300	Park Operations	224,470	224,470	17,706	83,212	37.07%	59,917	38.88%
5400	Senior Citizen Programs	61,515	61,815	3,566	22,057	35.68%	17,762	24.18%
5500	Recreation Programs ⁽¹⁾	48,900	48,900	-	15,646	32.00%	-	100.00%
	Community Services	1,135,030	1,205,830	68,282	404,417	33.54%	351,269	15.13%
	Transfer to FACT Grant	17,100	17,100	1,425	7,125	41.67%	10,313	-44.74%
	Transfer to Senior Transportation Fund	10,565	10,565	1,031	3,039	28.76%	1,600	89.94%
	Transfer to SCP Maintenance	41,140	41,140	3,428	17,142	41.67%	-	100.00%
	Transfers to Other Funds	68,805	68,805	5,884	27,306	39.69%	11,913	129.21%
	TOTAL EXPENDITURES	\$ 26,085,380	\$ 26,576,410	\$ 1,619,035	\$ 9,358,620	35.21%	\$ 8,983,244	4.18%

(1) - New division in the Fiscal Year 2021/22 Adopted Budget.

* = Actual data is reported through November.

Administration - Vazquez
November 2021 General Fund Expenditures (42% of year)

		FY 2021/22							
		FY 2021/22	FY 2021/22	Activity				FY 2020/21	% Change
Acct. No.	Description	Adopted	Amended	During	Year to Date			Actual	From Prior
		Budget	Budget	November	Actual *	% of Budget			Year
101	General Fund								
1100	City Council								
501105	Salaries-Elected	\$ 52,200	\$ 52,200	\$ 4,023	\$ 22,077	42.29%	\$ 20,568	7.34%	
502120	Medicare/Fica	740	740	58	320	43.24%	298	7.38%	
502130	Other Benefit Charges	770	770	61	394	51.17%	296	33.11%	
602100	Special Dept Expense	10,000	10,000	110	5,386	53.86%	2,508	114.75%	
602110	Office Expense	2,000	2,000	59	113	5.65%	234	-51.71%	
602115	Postage	-	-	-	3	**	5	-40.00%	
607100	Membership/Dues	36,585	36,585	-	18,368	50.21%	13,455	36.51%	
607110	Travel/Conference/Meetings	11,000	11,000	655	5,023	45.66%	125	97.51%	
612115	Liability Insurance Charge	3,415	3,415	-	2,815	82.43%	3,535	-25.58%	
1100	City Council Total	116,710	116,710	4,966	54,499	46.70%	41,024	32.85%	
1200	City Attorney								
608105	Professional Services	302,000	302,000	49,149	49,715	16.46%	33,721	47.43%	
1200	City Attorney Total	302,000	302,000	49,149	49,715	16.46%	33,721	47.43%	
1300	City Manager								
501110	Salaries-Regular	269,710	269,710	23,037	105,127	38.98%	91,871	14.43%	
501115	Salaries-Overtime	-	-	26	101	**	-	100.00%	
502100	Retirement	79,735	79,735	5,752	26,452	33.17%	22,623	16.93%	
502105	Workers Comp Insurance	6,250	6,250	456	2,082	33.31%	-	100.00%	
502110	Health/Life Insurance	25,545	25,545	3,117	12,133	47.50%	8,435	43.84%	
502111	Medical In-Lieu Pay	2,100	2,100	85	425	20.24%	-	100.00%	
502115	Unemployment Insurance	525	525	-	-	0.00%	2	-100.00%	
502120	Medicare/Fica	3,580	3,580	334	1,517	42.37%	1,332	13.89%	
502130	Other Benefit Charges	1,730	1,730	203	925	53.47%	46	95.03%	
602110	Office Expense	1,200	1,200	281	2,076	173.00%	2,112	-1.70%	
602115	Postage	250	250	-	2	0.80%	12	-500.00%	
607100	Membership/Dues	800	800	-	926	115.75%	400	56.80%	

* = Actual data is reported through November.

Administration - Vazquez
November 2021 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During November	Year to Date Actual *	% of Budget		
1300	City Manager, Continued							
607110	Travel/Conference/Meetings	5,600	5,600	1,068	1,820	32.50%	266	85.38%
608105	Professional Services	48,000	48,000	4,000	20,000	41.67%	20,265	-1.33%
612105	Vehicle Replacement Charge	700	700	58	292	41.71%	296	-1.37%
612115	Liability Insurance Charge	27,470	27,470	-	22,642	82.42%	29,602	-30.74%
1300	City Manager Total	473,195	473,195	38,417	196,520	41.53%	177,262	10.86%
1400	City Clerk							
501110	Salaries-Regular	110,905	110,905	8,225	41,651	37.56%	39,128	6.45%
501115	Salaries-Overtime	-	-	40	152	**	133	14.29%
502100	Retirement	34,480	34,480	2,769	14,020	40.66%	12,883	8.83%
502105	Workers Comp Insurance	1,985	1,985	163	825	41.56%	-	100.00%
502110	Health/Life Insurance	19,080	19,080	1,498	6,841	35.85%	6,537	4.65%
502115	Unemployment Insurance	330	330	-	-	0.00%	2	**
502120	Medicare/Fica	1,550	1,550	115	584	37.68%	540	8.15%
502130	Other Benefit Charges	965	965	72	367	38.03%	20	94.55%
602110	Office Expense	2,250	2,250	227	1,302	57.87%	128	90.17%
602115	Postage	500	500	48	186	37.20%	183	1.61%
602120	Books/Periodicals	100	100	-	-	0.00%	-	**
607100	Membership/Dues	1,130	1,130	-	215	19.03%	520	-141.86%
607110	Travel/Conference/Meetings	750	750	-	-	0.00%	-	**
607115	Training	2,500	2,500	-	70	2.80%	-	100.00%
608105	Professional Services	6,000	6,000	601	1,481	24.68%	980	51.12%
608140	Elections	360	360	-	-	0.00%	(1,179)	-100.00%
612105	Vehicle Replacement Charge	580	580	48	242	41.72%	244	-0.83%
612115	Liability Insurance Charge	7,050	7,050	-	5,811	82.43%	7,221	-24.26%
1400	City Clerk Total	190,515	190,515	13,806	73,747	38.71%	67,340	9.51%
1510	Information Technology							
501110	Salaries-Regular	81,120	81,120	5,744	32,600	40.19%	29,453	10.68%

* = Actual data is reported through November.

Administration - Vazquez
November 2021 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During November	Year to Date Actual *	% of Budget		
1510	Information Technology, Continued							
501115	Salaries-Overtime	10,000	10,000	-	2,172	21.72%	2,126	2.16%
502100	Retirement Charges	22,940	22,940	1,934	10,344	45.09%	9,251	11.81%
502105	Workers Comp Insurance	1,320	1,320	114	645	48.86%	-	100.00%
502110	Health/Life Insurance	19,550	19,550	1,259	5,755	29.44%	5,424	6.10%
502115	Unemployment Insurance	300	300	-	-	0.00%	-	100.00%
502120	Medicare/Fica	1,080	1,080	75	467	43.24%	423	10.40%
502130	Other Benefit Charges	680	680	51	287	42.21%	15	100.00%
602140	Materials & Supplies	15,000	15,000	2,101	4,454	29.69%	4,111	8.34%
603105	Equipment Maintenance	25,000	25,000	-	2,975	11.90%	12,541	-321.55%
604100	Communications	97,900	97,900	15,236	33,135	33.85%	30,585	7.70%
608100	Contractual Services	244,925	244,925	7,708	164,704	67.25%	104,892	57.02%
608145	Information Technology	-	-	-	-	**	18,972	-100.00%
612115	Liability Insurance Charge	5,165	5,165	-	4,257	82.42%	-	100.00%
701050	Computer Software	-	6,118	72	484	7.91%	41,532	-98.83%
701105	Equipment-General	-	-	-	-	**	38,890	-100.00%
1510	Information Technology Total	524,980	531,098	34,294	262,279	49.38%	298,215	-12.05%
TOTAL ADMINISTRATION-VAZQUEZ		\$ 1,607,400	\$ 1,613,518	\$ 140,632	\$ 636,760	39.46%	\$ 617,562	3.11%

* = Actual data is reported through November.

Administration - Guzman
November 2021 General Fund Expenditures (42% of year)

		FY 2021/22							
		FY 2021/22	FY 2021/22					FY 2020/21	% Change
Acct. No.	Description	Adopted	Amended	Activity During	Year to Date				From Prior
		Budget	Budget	November	Actual *	% of Budget		Actual	Year
101	General Fund								
1410	Personnel/Risk Management								
501110	Salaries-Regular	\$ 91,820	\$ 91,820	\$ 6,592	\$ 33,411	36.39%	\$ 31,144	7.28%	
501115	Salaries-Overtime	-	-	-	244	**	-	100.00%	
502100	Retirement	18,940	18,940	1,541	7,808	41.22%	7,077	10.33%	
502105	Workers Comp Insurance	1,590	1,590	131	662	41.64%	-	100.00%	
502110	Health/Life Insurance	16,075	16,075	1,070	4,900	30.48%	5,348	-8.38%	
502111	Medical In-Lieu Pay	-	-	100	500	**	-	100.00%	
502115	Unemployment Insurance	300	300	-	-	0.00%	-	**	
502120	Medicare/FICA	1,285	1,285	97	493	38.37%	455	8.35%	
502130	Other Benefit Charges	800	800	58	294	36.75%	16	1737.50%	
602110	Office Expense	1,400	1,400	-	33	2.36%	169	-80.47%	
602115	Postage	200	200	20	51	25.50%	68	-33.33%	
607100	Membership/Dues	725	725	-	425	58.62%	300	29.41%	
607110	Travel/Conference/Meetings	2,000	2,000	-	-	0.00%	-	**	
607115	Training	6,000	6,000	(248)	(163)	-2.72%	-	100.00%	
607120	Education Reimbursement Program	10,000	10,000	-	-	0.00%	-	**	
608105	Professional Services	10,000	10,000	1,074	1,927	19.27%	5,286	-63.55%	
608125	Advertising/ Business Dev't	1,800	1,800	199	2,117	117.61%	75	2722.67%	
609125	Employee/Volunteer Recognition	7,500	7,500	251	1,681	22.41%	2,820	-40.39%	
612105	Vehicle Replacement Charge	610	610	51	254	41.64%	256	-0.79%	
612115	Liability Insurance Charge	5,840	5,840	-	4,814	82.43%	-	100.00%	
TOTAL ADMINISTRATION-GUZMAN		\$ 176,885	\$ 176,885	\$ 10,936	\$ 59,451	33.61%	\$ 53,014	12.14%	

* = Actual data is reported through November.

Finance-Bannigan
November 2021 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During November	Year to Date Actual *			
101	General Fund							
1500	Finance							
501110	Salaries-Regular	\$ 466,220	\$ 466,220	\$ 34,850	\$ 174,725	37.48%	\$ 163,087	7.14%
501115	Salaries-Overtime	500	500	-	116	23.20%	-	100.00%
501120	Salaries-Part Time	42,415	42,415	3,388	17,197	40.54%	22,019	-21.90%
502100	Retirement	112,590	112,590	9,313	46,770	41.54%	41,150	13.66%
502105	Workers Comp Insurance	8,960	8,960	757	3,800	42.41%	-	100.00%
502110	Health/Life Insurance	53,520	53,520	3,923	17,904	33.45%	15,740	13.75%
502111	Medical In-Lieu Pay	4,920	4,920	505	2,525	51.32%	-	100.00%
502115	Unemployment Insurance	1,935	1,935	-	-	0.00%	752	-100.00%
502120	Medicare/FICA	7,120	7,120	479	2,398	33.68%	2,315	3.59%
502130	Other Benefit Charges	4,470	4,470	308	1,546	34.59%	399	74.19%
602110	Office Expense	8,000	8,000	-	501	6.26%	614	-18.40%
602115	Postage	5,000	5,000	546	945	18.90%	560	40.74%
602120	Books/Periodicals	415	415	129	130	31.33%	-	100.00%
607100	Membership/Dues	795	795	97	192	24.15%	110	42.71%
607110	Travel/Conference/Meetings	4,200	4,200	470	1,259	29.98%	-	100.00%
607115	Training	1,700	1,700	-	-	0.00%	150	-100.00%
608105	Professional Services	88,035	116,161	2,075	13,714	11.81%	16,358	-19.28%
608107	Financial Services	17,600	17,600	708	3,222	18.31%	6,650	-51.55%
608130	Temporary Help	-	-	-	-	**	24,001	-100.00%
611116	Payment to Other Agencies	-	-	68	68	**	55	23.64%
612105	Vehicle Replacement Charge	1,220	1,220	102	508	41.64%	515	-1.38%
612115	Liability Insurance Charge	32,350	32,350	-	26,665	82.43%	37,622	-41.09%
702100	Furniture-Office	600	600	-	-	0.00%	-	**
1500	Finance Total	862,565	890,691	57,718	314,185	35.27%	332,097	-5.39%

* = Actual data is reported through November.

Finance-Bannigan
November 2021 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During November	Year to Date Actual *			
1600	Non-Departmental							
602100	Special Dept Expense	3,000	3,000	446	446	14.87%	-	100.00%
602110	Office Expense	-	-	-	-	**	1,154	-100.00%
611105	Revenue Sharing-City of Anaheim	40,000	40,000	-	-	0.00%	-	**
611116	Payment to Other Agencies	5,000	5,000	-	-	0.00%	-	**
1600	Non-Departmental Total	48,000	48,000	446	446	0.93%	1,154	-61.35%
	TOTAL FINANCE	\$ 910,565	\$ 938,691	\$ 58,164	\$ 314,631	33.52%	\$ 333,251	-5.59%

* = Actual data is reported through November.

Public Safety-Wren
November 2021 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During November	Year to Date Actual *			
101	General Fund							
1520	Emergency Services							
602140	Materials & Supplies	\$ 5,000	\$ 5,000	\$ -	\$ 55	1.10%	\$ -	100.00%
608105	Professional Services	-	52,796	-	13,318	25.23%	-	100.00%
1520	Emergency Services	5,000	57,796	-	13,373	23.14%	-	100.00%
2100	Law Enforcement							
602100	Special Dept Expense	3,000	3,000	-	-	0.00%	527	-100.00%
602110	Office Expense	1,500	1,500	162	767	51.13%	265	65.45%
602145	Gas/Oil/Lube	3,000	3,000	236	297	9.90%	571	-92.26%
603125	Vehicle Maintenance	-	-	-	-	**	1,925	-100.00%
604100	Communications	36,030	36,030	-	14,716	40.84%	21,779	-32.43%
608100	Contractual Services	18,350	18,350	1,529	7,645	41.66%	4,678	63.42%
608160	O.C.S.D. Contract	8,629,270	8,629,270	713,169	3,580,352	41.49%	2,109,464	69.73%
612105	Vehicle Replacement Charge	8,700	8,700	725	3,625	41.67%	3,675	-1.38%
702100	Furniture-Office	-	-	-	-	**	108	-100.00%
2100	Law Enforcement Total	8,699,850	8,699,850	715,821	3,607,402	41.47%	2,142,992	40.59%
2200	Fire Protection							
602100	Special Department Expense	40,800	40,800	-	-	0.00%	-	**
608185	O.C.F.A. Contract	3,626,060	3,626,060	-	927,643	25.58%	927,546	0.01%
2200	Fire Protection Total	3,666,860	3,666,860	-	927,643	25.30%	927,546	0.01%
2230	Ambulance Services							
608190	Contractual Ambulance Svcs	2,500	2,500	100	100	4.00%	1,286	-92.22%
2230	Ambulance Services Total	2,500	2,500	100	100	4.00%	1,286	-92.22%
2400	Animal Control Services							
608170	Animal Control Services	191,390	191,390	-	46,305	24.19%	90,405	-95.24%
2400	Animal Control Services Total	191,390	191,390	-	46,305	24.19%	90,405	-95.24%
2500	Public Safety-Other							
501110	Salaries-Regular	58,390	58,390	4,059	25,113	43.01%	19,755	27.12%
501120	Salaries-Part Time	-	-	-	-	**	4,445	-100.00%

* = Actual data is reported through November.

Public Safety-Wren
November 2021 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During November	Year to Date Actual *	% of Budget		
2500	Public Safety-Other, Continued							
502100	Retirement Charges	11,765	11,765	979	4,946	42.04%	5,034	-1.75%
502105	Workers Comp Insurance	945	945	80	405	42.86%	-	100.00%
502110	Health/Life Insurance	705	705	34	158	22.41%	224	-29.46%
502111	Medical In-Lieu Pay	2,100	2,100	175	875	41.67%	-	100.00%
502115	Unemployment Insurance	105	105	-	-	0.00%	-	**
502120	Medicare/FICA	785	785	61	310	39.49%	363	-14.60%
502130	Other Benefit Charges	375	375	36	180	48.00%	74	58.89%
602100	Special Department Expense	-	-	100	100	**	-	100.00%
602110	Office Expense	1,200	1,200	145	225	18.75%	771	-70.82%
602115	Postage	250	250	-	1	0.40%	101	-99.01%
602135	Safety Equipment	-	-	-	436	**	-	100.00%
602140	Materials & Supplies	-	-	-	64	**	-	100.00%
607115	Training	700	700	-	-	0.00%	-	**
608100	Contractual Services	4,680	4,680	-	4,678	99.96%	-	100.00%
612115	Liability Insurance Charge	28,175	28,175	-	23,223	82.42%	27,884	-20.07%
2500	Public Safety-Other Total	110,175	110,175	5,669	60,714	55.11%	58,651	3.52%
4300	Parking Control							
501110	Salaries-Regular	142,590	142,590	10,455	54,442	38.18%	54,017	0.79%
502115	Salaries-Overtime	-	-	-	33	**	-	100.00%
501120	Salaries-Part Time	12,350	12,350	1,101	5,259	42.58%	4,974	5.73%
502100	Retirement	36,055	36,055	3,159	16,279	45.15%	15,545	4.72%
502105	Workers Comp Insurance	2,735	2,735	229	1,182	43.22%	-	100.00%
502110	Health/Life Insurance	14,050	14,050	1,076	4,921	35.02%	4,660	5.60%
502111	Medical In-Lieu Pay	4,140	4,140	320	1,700	41.06%	-	100.00%
502115	Unemployment Insurance	705	705	-	-	0.00%	-	**
502120	Medicare/FICA	2,220	2,220	170	882	39.73%	869	1.50%
502130	Other Benefit Charges	1,445	1,445	93,000	482	33.36%	99	79.46%
602110	Office Expense	6,500	6,500	-	5,302	81.57%	102	98.08%

* = Actual data is reported through November.

Public Safety-Wren
November 2021 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During November	Year to Date Actual *			
4300	Parking Control, Continued							
602115	Postage	500	500	23	107	21.40%	70	34.58%
602130	Clothing	4,500	4,500	-	129	2.87%	-	100.00%
604100	Communications	1,000	1,000	55	145	14.50%	327	-125.52%
608105	Professional Services	15,000	15,000	1,980	6,563	43.75%	7,204	-9.77%
612105	Vehicle Replacement Charge	7,100	7,100	592	2,958	41.66%	1,498	49.36%
4300	Parking Control Total	250,890	250,890	19,253	100,384	40.01%	89,365	12.33%
6200	Code Enforcement							
501110	Salaries-Regular	330,660	330,660	24,343	124,585	37.68%	118,434	5.19%
502115	Salaries-Overtime	-	-	-	14	**	-	100.00%
501120	Salaries-Part Time	12,350	12,350	1,101	5,259	42.58%	4,590	14.58%
502100	Retirement	82,925	82,925	6,856	35,009	42.22%	32,472	7.81%
502105	Workers Comp Insurance	6,050	6,050	504,000	2,571	42.50%	-	100.00%
502110	Health/Life Insurance	40,430	40,430	3,404	15,752	38.96%	14,475	8.82%
502111	Medical In-Lieu Pay	4,560	4,560	355	1,875	41.12%	-	100.00%
502115	Unemployment Insurance	1,290	1,290	-	-	0.00%	-	**
502120	Medicare/FICA	4,835	4,835	366	1,875	38.78%	1,768	6.05%
502130	Other Benefit Charges	3,010	3,010	215	1,099	36.51%	125	88.63%
602110	Office Expense	1,500	1,500	-	-	0.00%	146	**
602115	Postage	1,000	1,000	12	325	32.50%	425	-30.77%
602160	Code Enforcement Equipment	8,000	8,000	-	108	1.35%	-	100.00%
603105	Equipment Maintenance	1,000	1,000	-	-	0.00%	-	**
604100	Communications	800	800	-	-	0.00%	624	-100.00%
607100	Membership/Dues	800	800	380	380	47.50%	-	**
607105	Mileage Reimbursement	100	100	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	1,500	1,500	-	-	0.00%	-	**
607115	Training	1,000	1,000	250	250	25.00%	-	**
608100	Contractual Services	4,000	4,000	315	1,260	31.50%	1,260	0.00%

* = Actual data is reported through November.

Public Safety-Wren
November 2021 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During November	Year to Date Actual *			
6200	Code Enforcement, Continued							
608105	Professional Services	5,000	5,000	411	1,388	27.76%	-	100.00%
608180	Prosecution/Code Enforcement	-	-	-	-	**	4,944	-100.00%
612105	Vehicle Replacement Charge	9,060	9,060	755	3,775	41.67%	2,325	38.41%
6200	Code Enforcement Total	519,870	519,870	39,267	195,525	37.61%	181,588	7.68%
101	GENERAL FUND TOTAL	\$ 13,446,535	\$ 13,499,331	\$ 780,110	\$ 4,951,446	36.68%	\$ 3,491,833	41.80%
102	General Fund (Transactions & Use Tax)							
2100	Law Enforcement							
608160	O.C.S.D. Contract	3,498,000	3,498,000	305,608	1,480,849	42.33%	2,578,234	-42.56%
2100	Law Enforcement Total	3,498,000	3,498,000	305,608	1,480,849	42.33%	2,578,234	-42.56%
2200	Fire Protection							
608185	O.C.F.A. Contract	1,500,000	1,500,000	-	355,744	23.72%	299,719	18.69%
2200	Fire Protection Total	1,500,000	1,500,000	-	355,744	23.72%	299,719	18.69%
102	TRANSACTIONS AND USE TAX TOTAL	\$ 4,998,000	\$ 4,998,000	\$ 305,608	\$ 1,836,593	36.75%	\$ 2,877,953	-36.18%
	TOTAL PUBLIC SAFETY	\$ 18,444,535	\$ 18,497,331	\$ 1,085,718	\$ 6,788,039	36.70%	\$ 6,369,786	6.57%

* = Actual data is reported through November.

Public Works - Ames
November 2021 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During November	Year to Date Actual *	% of Budget		
101	General Fund							
3000	Public Works Administration							
501110	Salaries-Regular	\$ 318,785	\$ 329,551	\$ 24,145	\$ 99,865	30.30%	\$ 108,303	-7.79%
501120	Salaries-Part Time	16,710	16,710	1,016	6,007	35.95%	5,561	8.02%
502100	Retirement Charges	68,410	70,924	5,833	24,148	34.05%	24,863	-2.88%
502105	Workers Comp Insurance	5,820	6,037	498	2,096	34.72%	-	100.00%
502110	Health/Life Insurance	50,580	50,720	2,417	10,793	21.28%	15,549	-30.59%
502111	Medical In-Lieu Pay	600	600	550	1,750	291.67%	-	100.00%
502115	Unemployment Insurance	1,200	1,200	-	224	18.67%	-	100.00%
502120	Medicare/FICA	4,575	4,732	367	1,533	32.40%	1,646	-6.87%
502130	Other Benefit Charges	2,680	2,779	213	882	31.74%	134	84.81%
607110	Travel/Conference/Meetings	-	-	-	21	**	-	100.00%
608130	Temporary Help	-	-	160	16,480	**	-	100.00%
612115	Liability Insurance Charge	38,215	38,215	-	31,499	82.43%	45,926	-45.80%
3000	Public Works Administration Total	507,575	521,468	35,199	195,298	37.45%	201,982	-3.31%
3100	Engineering							
501110	Salaries-Regular	39,040	51,285	-	12,422	24.22%	19,341	-35.77%
501115	Salaries-Overtime	-	-	-	-	**	267	-100.00%
502100	Retirement	8,525	11,430	-	2,312	20.23%	4,393	-47.37%
502105	Workers Comp Insurance	715	965	-	246	25.49%	-	100.00%
502110	Health/Life Insurance	8,920	11,910	-	666	5.59%	4,414	-84.91%
502115	Unemployment Insurance	135	195	-	-	0.00%	-	**
502120	Medicare/FICA	565	745	-	177	23.76%	266	-50.28%
502130	Other Benefit Charges	360	480	-	109	22.71%	10	90.83%
602110	Office Expense	2,100	2,100	-	53	2.52%	-	100.00%
602115	Postage	-	-	4	13	**	317	-95.90%
602140	Materials & Supplies	2,500	2,500	44	459	18.36%	281	63.35%
607100	Membership/Dues	1,850	1,850	-	900	48.65%	115	87.22%

* = Actual data is reported through November.

Public Works - Ames
November 2021 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During November	Year to Date Actual *	% of Budget		
3100	Engineering, Continued							
607110	Travel/Conference/Meetings	1,300	1,300	-	-	0.00%	-	**
607115	Training	1,000	1,000	-	-	0.00%	-	**
608110	Engineering Services	44,400	47,650	-	15,987	33.55%	22,829	-29.97%
608120	Plan Checking Services	33,300	33,300	-	766	2.30%	10,326	-92.58%
612105	Vehicle Replacement Charge	680	680	57	283	41.62%	288	-1.77%
3100	Engineering Total	145,390	167,390	105	34,393	20.55%	62,847	-45.28%
3200	Public Facilities							
501110	Salaries-Regular	21,950	21,950	5,442	23,607	107.55%	9,184	157.04%
501115	Salaries-Overtime	300	300	183	418	139.33%	74	82.30%
502100	Retirement	5,185	5,185	1,267	5,506	106.19%	2,088	163.70%
502105	Workers Comp Insurance	425	425	108	467	109.88%	-	100.00%
502110	Health/Life Insurance	4,820	4,820	768	2,940	61.00%	1,660	77.11%
502115	Unemployment Insurance	150	150	-	34	22.67%	-	100.00%
502120	Medicare/FICA	305	305	81	348	114.10%	134	159.70%
502130	Other Benefit Charges	200	200	48	208	104.00%	5	4060.00%
602100	Special Dept Expense	7,885	7,885	-	27	0.34%	2,367	-98.86%
602110	Office Expense	2,100	2,100	-	-	0.00%	-	**
602130	Clothing	3,500	3,500	760	1,891	54.03%	868	117.86%
602135	Safety Equipment	500	500	-	-	0.00%	563	-100.00%
602140	Materials & Supplies	8,000	8,000	-	922	11.53%	2,763	-66.63%
603110	Building Maintenance	123,240	123,240	5,113	17,602	14.28%	25,768	-31.69%
604100	Communications	35,000	35,000	514	1,860	5.31%	1,209	53.85%
604105	Utilities	140,000	140,000	15,749	62,131	44.38%	54,250	12.68%
608100	Contractual Services	65,000	65,000	6,204	24,433	37.59%	17,650	38.43%
611110	O.C. Sanitation District User Fee	14,120	14,120	13,985	13,985	99.04%	-	100.00%
612105	Vehicle Replacement Charge	3,660	3,660	305	1,525	41.67%	1,546	-1.38%
3200	Public Facilities Total	436,340	436,340	50,527	157,904	36.19%	120,129	31.45%

* = Actual data is reported through November.

Public Works - Ames
November 2021 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During November	Year to Date Actual *	% of Budget		
3300	Crossing Guard							
608175	Crossing Guard Services	43,165	43,165	6,073	11,413	26.44%	-	100.00%
3300	Crossing Guard Total	43,165	43,165	6,073	11,413	26.44%	-	100.00%
3400	Parks Maintenance							
501110	Salaries-Regular	75,595	75,595	6,116	29,642	39.21%	23,650	25.34%
501115	Salaries-Overtime	2,500	2,500	96	1,373	54.92%	983	39.67%
502100	Retirement	15,705	15,705	1,429	6,892	43.88%	5,337	29.14%
502105	Workers Comp Insurance	1,320	1,320	121	587	44.47%	-	100.00%
502110	Health/Life Insurance	11,420	11,420	946	4,769	41.76%	3,479	37.08%
502111	Medicare/FICA	840	840	70	333	39.64%	-	100.00%
502115	Unemployment Insurance	405	405	-	30	7.41%	-	100.00%
502120	Medicare/Fica	1,060	1,060	91	455	42.92%	360	26.39%
502130	Other Benefit Charges	680	680	54	261	38.38%	12	95.40%
602100	Special Dept Expense	5,000	5,000	279	309	6.18%	188	64.36%
603105	Equipment Maintenance	15,000	15,000	360	7,287	48.58%	7,887	-7.61%
604105	Utilities	176,000	176,000	14,461	64,671	36.74%	60,520	6.42%
605100	Land Lease	3,000	33,900	598	3,259	9.61%	5,161	-36.85%
608100	Contractual Services	99,700	99,700	6,510	33,730	33.83%	28,514	18.29%
612105	Vehicle Replacement Charge	4,455	4,455	371	1,856	41.66%	1,881	-1.33%
3400	Parks Maintenance Total	412,680	443,580	31,502	155,454	35.05%	137,972	12.67%
3500	Street Maintenance							
501110	Salaries-Regular	106,230	106,230	5,499	36,362	34.23%	37,562	-3.19%
501115	Salaries-Overtime	4,000	4,000	375	2,032	50.80%	1,148	77.00%
502100	Retirement	23,180	23,180	1,278	8,363	36.08%	8,524	-1.89%
502105	Workers Comp Insurance	1,930	1,930	109	720	37.31%	-	100.00%
502110	Health/Life Insurance	16,000	16,000	1,131	5,676	35.48%	5,401	5.09%
502111	Medical In-Lieu Pay	2,310	2,310	193	914	39.57%	-	100.00%
502115	Unemployment Insurance	615	615	-	45	7.32%	-	100.00%

* = Actual data is reported through November.

Public Works - Ames
November 2021 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During November	Year to Date Actual *	% of Budget		
3500	Street Maintenance, Continued							
502120	Medicare/FICA	1,515	1,515	88	570	37.62%	568	0.35%
502130	Other Benefit Charges	970	970	48	320	32.99%	19	94.06%
602100	Special Dept Expense	3,000	3,000	-	-	0.00%	-	**
602125	Small Tools	4,000	4,000	-	-	0.00%	921	-100.00%
602140	Materials & Supplies	65,000	65,000	1,306	7,663	11.79%	28,640	-73.24%
603105	Equipment Maintenance	2,000	2,000	390	999	49.95%	-	100.00%
608100	Contractual Services	190,000	190,000	13,225	64,707	34.06%	78,501	-17.57%
612105	Vehicle Replacement Charge	18,230	18,230	1,519	7,596	41.67%	4,117	45.80%
710190	Pavement Maintenance	60,000	60,000	-	-	0.00%	-	**
3500	Street Maintenance Total	498,980	498,980	25,161	135,967	27.25%	165,401	-17.80%
3600	Storm Drain Maintenance							
608155	Storm Water Monitor Program	115,860	115,860	-	3,796	3.28%	460	725.22%
3600	Storm Drain Maintenance Total	115,860	115,860	-	3,796	3.28%	460	725.22%
6300	Graffiti Abatement							
501110	Salaries-Regular	38,570	38,570	514	2,444	6.34%	14,530	-494.52%
501115	Salaries-Overtime	8,000	8,000	280	719	8.99%	204	71.63%
502100	Retirement Charges	8,935	8,935	113	553	6.19%	3,299	-496.56%
502105	Workers Comp Insurance	735	735	10	48	6.53%	-	100.00%
502110	Health/Life Insurance	8,215	8,215	156	597	7.27%	2,627	-340.03%
502115	Unemployment Insurance	255	255	-	7	2.75%	-	100.00%
502120	Medicare/FICA	540	540	11	46	8.52%	213	-363.04%
502130	Other Benefit Charges	350	350	5	22	6.29%	7	68.18%
602140	Materials & Supplies	15,000	15,000	904	5,007	33.38%	2,575	94.45%
603105	Equipment Maintenance	7,500	7,500	-	-	0.00%	703	-100.00%
612105	Vehicle Replacement Charge	13,800	13,800	1,150	5,750	41.67%	5,827	-1.34%
6300	Graffiti Abatement Total	101,900	101,900	3,143	15,193	14.91%	29,985	100.00%
TOTAL PUBLIC WORKS		\$ 2,261,890	\$ 2,328,683	\$ 151,710	\$ 709,418	30.46%	\$ 718,776	-1.30%

* = Actual data is reported through November.

Community Development-Lilley
November 2021 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During November	Year to Date Actual *			
101	General Fund							
4000	Community Development Administration							
501110	Salaries-Regular	\$ 177,760	\$ 177,760	\$ 12,732	\$ 63,832	35.91%	\$ 28,763	121.92%
501115	Salaries-Overtime	-	-	33	126	**	-	100.00%
502100	Retirement Charges	52,005	52,005	3,062	15,384	29.58%	7,584	102.85%
502105	Workers Comp Insurance	4,280	4,280	252	1,264	29.53%	-	100.00%
502110	Health/Life Insurance	17,810	17,810	933	5,309	29.81%	3,122	70.05%
502115	Unemployment Insurance	345	345	-	-	0.00%	82	-100.00%
502120	Medicare/FICA	2,315	2,315	186	910	39.31%	404	125.25%
502130	Other Benefit Charges	1,145	1,145	112	562	49.08%	14	97.51%
602110	Office Expense	1,000	1,000	66	630	63.00%	609	3.45%
602120	Books/Periodicals	1,200	1,200	-	178	14.83%	337	-89.33%
607100	Membership/Dues	1,600	1,600	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	-	-	-	22	**	-	100.00%
607115	Training	1,200	1,200	-	289	24.08%	-	100.00%
612115	Liability Insurance Charge	52,965	52,965	-	43,657	82.43%	38,261	12.36%
702100	Office Furniture	-	-	-	-	**	234	-100.00%
4000	Community Development Administration Total	313,625	313,625	17,376	132,163	42.14%	79,410	66.43%
4100	Planning							
501110	Salaries-Regular	207,355	207,355	14,981	86,930	41.92%	99,222	-12.39%
501115	Salaries-Overtime	1,200	1,200	-	549	45.75%	726	-24.38%
501125	Salaries-Appointed	9,000	9,000	692	3,808	42.31%	3,063	24.32%
502100	Retirement	65,640	65,640	3,501	19,982	30.44%	21,875	-8.65%
502105	Workers Comp Insurance	5,655	5,655	297	1,721	30.43%	-	100.00%
502110	Health/Life Insurance	29,995	29,995	2,063	10,197	34.00%	12,124	-15.89%
502115	Unemployment Insurance	900	900	-	6	0.67%	464	-98.71%
502120	Medicare/FICA	3,140	3,140	227	1,321	42.07%	1,470	-10.14%
502130	Other Benefit Charges	2,095	2,095	132	765	36.52%	50	93.46%
602110	Office Expense	-	-	-	49	**	(99)	-100.00%

* = Actual data is reported through November.

Community Development-Lilley
November 2021 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During November	Year to Date Actual *			
4100	Planning, Continued							
602115	Postage	750	750	198	279	37.20%	409	-46.59%
602140	Materials & Supplies	1,000	1,000	-	-	0.00%	-	**
607100	Membership/Dues	2,500	2,500	-	721	28.84%	470	34.81%
607110	Travel/Conference/Meetings	8,200	8,200	-	-	0.00%	155	-100.00%
607115	Training	1,550	1,550	-	-	0.00%	-	**
608100	Contractual Services	4,000	4,000	-	-	0.00%	-	**
608105	Professional Services	-	261,087	52,000	67,880	26.00%	-	100.00%
608135	Microfilming	1,000	1,000	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	610	610	51	254	41.64%	256	-0.79%
4100	Planning Total	344,590	605,677	74,142	194,462	32.11%	140,185	38.72%
4200	Building Regulation							
501110	Salaries-Regular	50,370	50,370	3,695	18,372	36.47%	25,652	-28.38%
502100	Retirement	14,085	14,085	863	4,293	30.48%	5,813	-26.15%
502105	Workers Comp Insurance	1,130	1,130	73,000	364	32.21%	-	100.00%
502110	Health/Life Insurance	9,760	9,760	737	3,288	33.69%	3,894	-15.56%
502111	Medical In-Lieu Pay	-	-	31	153	**	-	100.00%
502115	Unemployment Insurance	300	300	-	104	34.67%	27	285.19%
502120	Medicare/FICA	730	730	54	269	36.85%	363	-25.90%
502130	Other Benefit Charges	480	480	33	162	33.75%	13	91.98%
602110	Office Expense	200	200	-	34	17.00%	33	3.03%
602115	Postage	700	700	-	6	0.86%	94	-93.62%
602120	Books/Periodicals	500	500	-	-	0.00%	-	**
607100	Membership/Dues	250	250	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	500	500	-	-	0.00%	-	**
607115	Training	1,000	1,000	-	-	0.00%	-	**
608115	Inspection Services	700,000	700,000	-	64,223	9.17%	271,244	-76.32%
608130	Temporary Help	-	-	-	-	#DIV/0!	-	**
608135	Microfilming	2,000	2,000	-	-	0.00%	-	**

* = Actual data is reported through November.

Community Development-Lilley
November 2021 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During November	Year to Date Actual *			
4200	Building Regulation, Continued							
611116	Payment to Other Agencies	2,250	2,250	135	135	6.00%	795	-83.02%
4200	Building Regulation Total	784,255	784,255	5,621	91,403	11.65%	307,928	-70.32%
4400	Business Relations							
607100	Membership/Dues	2,000	2,000	570	570	28.50%	-	100.00%
607115	Training	2,500	2,500	-	-	0.00%	-	**
608100	Contractual Services	2,250	2,250	-	-	0.00%	-	**
608105	Professional Services	15,000	15,000	-	-	0.00%	-	**
608145	Information Technology	3,750	3,750	-	-	0.00%	150	-100.00%
609100	Special Events	12,300	12,300	-	-	0.00%	-	**
4400	Business Relations	37,800	37,800	570.000	570.000	1.51%	150	280.00%
101	GENERAL FUND TOTAL	\$ 1,480,270	\$ 1,741,357	\$ 97,709	\$ 418,598	24.04%	\$ 527,673	-20.67%
102	General Fund (Transactions & Use Tax)							
4100	Planning							
608105	Professional Services	-	5,310	-	-	0.00%	-	**
102	TRANSACTIONS AND USE TAX TOTAL	\$ -	\$ 5,310	\$ -	\$ -	0.00%	\$ -	**
	TOTAL COMMUNITY DEVELOPMENT	\$ 1,480,270	\$ 1,746,667	\$ 97,709	\$ 418,598	23.97%	\$ 527,673	-20.67%

* = Actual data is reported through November.

Community Service - Bobadilla
November 2021 General Fund Expenditures (42% of year)

		FY 2021/22							
		FY 2021/22	FY 2021/22	Activity				FY 2020/21	% Change
Acct. No.	Description	Adopted	Amended	During	Year to Date			Actual	From Prior
		Budget	Budget	November	Actual *	% of Budget			Year
101	General Fund								
5000	Public Information Office								
501110	Salaries-Regular	\$ 82,975	\$ 82,975	\$ 6,314	\$ 30,037	36.20%	\$ -	100.00%	
502100	Retirement Charges	18,765	18,765	1,476	7,020	37.41%	-	100.00%	
502105	Workers Comp Insurance	1,575	1,575	125	595	37.78%	-	100.00%	
502110	Health/Life Insurance	12,445	12,445	977	4,397	35.33%	-	100.00%	
502115	Unemployment Insurance	375	375	-	-	0.00%	-	**	
502120	Medicare/FICA	1,190	1,190	92	435	36.55%	-	100.00%	
502130	Other Benefit Charges	775	775	56	264	34.06%	-	100.00%	
602113	Social Media	2,500	2,500	52	352	14.08%	50	85.80%	
607100	Membership/Dues	-	-	-	252	**	-	100.00%	
5000	Public Information Office	120,600	120,600	9,092	43,352	35.95%	50	99.88%	
5100	Community Services Administration								
501110	Salaries-Regular	279,875	279,875	20,119	102,315	36.56%	139,026	-26.41%	
501120	Salaries-Part Time	1,840	1,840	391	1,461	79.40%	18,097	-91.93%	
502100	Retirement	65,905	65,905	5,253	26,749	40.59%	34,446	-22.35%	
502105	Workers Comp Insurance	4,940	4,940	406	2,055	41.60%	-	100.00%	
502110	Health/Life Insurance	29,000	29,000	2,240	10,337	35.64%	16,317	-36.65%	
502111	Medical In-Lieu Pay	6,000	6,000	500	2,625	43.75%	-	100.00%	
502115	Unemployment Insurance	900	900	2,000	2,000	0.22%	9	-77.78%	
502120	Medicare/FICA	3,890	3,890	289	1,471	37.81%	2,242	-34.39%	
502130	Other Benefit Charges	2,245	2,245	177	901	40.13%	330	63.37%	
602100	Special Dept Expense	18,950	86,950	352	2,528	2.91%	1,780	42.02%	
602110	Office Expense	3,185	3,185	47	530	16.64%	247	114.57%	
602115	Postage	500	500	8	33	6.60%	268	-712.12%	
603110	Building Maintenance	10,485	10,485	225	900	8.58%	-	100.00%	
607100	Membership/Dues	1,160	1,160	-	892	76.90%	-	100.00%	
607115	Training	1,500	1,500	120	120	8.00%	-	100.00%	

* = Actual data is reported through November.

Community Service - Bobadilla
November 2021 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During November	Year to Date Actual *	% of Budget		
5100	Community Services Administration, Continued							
609100	Special Events	11,500	14,000	1,341	3,576	25.54%	2,524	29.42%
612105	Vehicle Replacement Charge	7,845	7,845	654	3,269	41.67%	2,833	13.34%
612115	Liability Insurance Charge	59,295	59,295	-	48,874	82.43%	53,636	-9.74%
5100	Community Services Administration Total	509,015	579,515	32,124	208,638	36.00%	271,755	-23.23%
5200	Community Center Operations							
501110	Salaries-Regular	34,750	34,750	1,859	10,487	30.18%	-	100.00%
501115	Salaries-Overtime	-	-	147	164	**	-	100.00%
501120	Salaries-Part Time	92,150	92,150	1,903	10,063	10.92%	-	100.00%
502100	Retirement	14,905	14,905	488	2,772	18.60%	-	100.00%
502105	Workers Comp Insurance	2,260	2,260	74	407	18.01%	-	100.00%
502110	Health/Life Insurance	6,130	6,130	305	1,563	25.50%	-	100.00%
502111	Medical In-Lieu Pay	2,700	2,700	250	1,125	41.67%	-	100.00%
502115	Unemployment Insurance	1,500	1,500	4	4	0.27%	-	100.00%
502120	Medicare/FICA	1,855	1,855	60	317	17.09%	-	100.00%
502130	Other Benefit Charges	1,370	1,370	17	97	7.08%	-	100.00%
602100	Special Dept Expense	4,820	4,820	225	2,156	44.73%	-	100.00%
602110	Office Expense	1,000	1,000	-	174	17.40%	-	100.00%
603110	Building Maintenance	6,695	6,695	429	2,018	30.14%	1,618	24.72%
612105	Vehicle Replacement Charge	395	395	33	165	41.77%	167	-1.21%
5200	Community Center Operations	170,530	170,530	5,794	31,512	18.48%	1,785	94.34%
5300	Park Operations							
501110	Salaries-Regular	76,300	76,300	5,331	26,922	35.28%	22,874	17.70%
501115	Salaries-Overtime	-	-	600	1,591	**	-	100.00%
501120	Salaries-Part Time	102,715	102,715	8,822	40,514	39.44%	27,150	49.22%
502100	Retirement	15,310	15,310	1,246	6,292	41.10%	5,198	21.05%
502105	Workers Comp Insurance	3,540	3,540	280	1,335	37.71%	-	100.00%
502110	Health/Life Insurance	11,275	11,275	785	3,603	31.96%	3,110	15.85%
502111	Medical In-Lieu Pay	2,000	2,000	50	600	30.00%	-	100.00%

* = Actual data is reported through November.

Community Service - Bobadilla
November 2021 General Fund Expenditures (42% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During November	Year to Date Actual *			
5300	Park Operations, Continued							
502115	Unemployment Insurance	2,025	2,025	148	479	23.65%	243	97.12%
502120	Medicare/FICA	2,545	2,545	215	1,010	39.69%	736	37.23%
502130	Other Benefit Charges	2,260	2,260	51	257	11.37%	402	-56.42%
602100	Special Dept Expense	5,500	5,500	178	592	10.76%	-	100.00%
602110	Office Expense	1,000	1,000	-	17	1.70%	204	-91.67%
5300	Park Operations	224,470	224,470	17,706	83,212	37.07%	59,917	38.88%
5400	Senior Citizens Programs							
501110	Salaries-Regular	18,040	18,040	1,171	7,420	41.13%	3,346	121.76%
501115	Salaries-Overtime	-	-	74	74	**	-	100.00%
501120	Salaries-Part Time	31,995	31,995	1,454	10,016	31.30%	12,681	-21.02%
502100	Retirement	3,470	3,470	274	1,734	49.97%	760	128.16%
502105	Workers Comp Insurance	880	880	52	345	39.20%	-	100.00%
502110	Health/Life Insurance	2,890	2,890	189	1,058	36.61%	509	107.86%
502111	Medical In-Lieu Pay	1,050	1,050	100	500	47.62%	-	100.00%
502115	Unemployment Insurance	600	600	-	-	0.00%	-	**
502120	Medicare/FICA	725	725	41	261	36.00%	237	10.13%
502130	Other Benefit Charges	665	665	11	70	10.53%	184	-162.86%
609200	Senior Citizen Program	1,200	1,500	200	579	38.60%	45	92.23%
5400	Senior Citizens Programs	61,515	61,815	3,566	22,057	35.68%	17,762	24.18%
5500	Recreation Programs							
602115	Postage Clearing Account	9,000	9,000	-	3,047	33.86%	-	100.00%
602150	Recreation Brochure Mailing	23,100	23,100	-	7,521	32.56%	-	100.00%
608150	Contractual Recreation Program	16,800	16,800	-	5,078	30.23%	-	100.00%
5500	Recreation Programs	48,900	48,900	-	15,646	32.00%	-	100.00%
TOTAL COMMUNITY SERVICES		\$ 1,135,030	\$ 1,205,830	\$ 68,282	\$ 404,417	33.54%	\$ 351,269	15.13%

* = Actual data is reported through November.

**Transfers to Other Funds-Bannigan
November 2021 General Fund Expenditures (42% of year)**

		FY 2021/22								
Description		FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	Activity				FY 2020/21	% Change From Prior Year	
Acct. No.				During November	Year to Date Actual *	% of Budget		Actual		
101	General Fund									
1600	Non-Departmental									
800250	Transfer to FACT Grant	\$ 17,100	\$ 17,100	\$ 1,425	\$ 7,125	41.67%	\$ 10,313		-44.74%	
800251	Transfer to Senior Transportation Fund	10,565	10,565	1,031	3,039	28.76%	1,600		89.94%	
800280	Transfer to SCP Maintenance Fund	41,140	41,140	3,428	17,142	41.67%	-		100.00%	
	TOTAL TRANSFERS OUT	\$ 68,805	\$ 68,805	\$ 5,884	\$ 27,306	39.69%	\$ 11,913		129.21%	

* = Actual data is reported through November.

General Fund - Fund Balance Status

	General Fund (101)	Measure GG Transaction & Use Tax Fund (102)	Total
<u>Reserves as of June 30, 2021:</u>			
Capital Improvement (A)	\$ 5,000,000		\$ 5,000,000
Economic Uncertainty (B)	5,217,000		5,217,000
Emergency Disaster Continuity (C)	2,609,000		2,609,000
Equipment and Maintenance (A)	150,000		150,000
Technology Equipment (A)	150,000		150,000
Subtotal	13,126,000	-	13,126,000
Available Fund Balance (unreserved)	7,867,648	363,790	8,231,438
Total Fund Balance (Reserves & Available Fund Balance) as of June 30, 2021 **	20,993,648	363,790	21,357,438
Estimated increase (decrease) of fund balance during Fiscal Year 2021-22	856,870	-	856,870
Total Projected Fund Balance (Reserves & Available Fund Balance) as of June 30, 2022	\$ 21,850,518	\$ 363,790	\$ 22,214,308

Notes:

(A) - Flat amounts per Reserve Policy adopted on June 22, 2021 (City Resolution No. 2021-23).

(B) - Amount is equal to 20% of Fiscal Year 2021/22 operating expenditures budgeted in General Fund per Reserve Policy adopted on June 22, 2021 (City Resolution No. 2021-23).

(C) - Amount is equal to 10% of Fiscal Year 2021/22 operating expenditures budgeted in General Fund per Reserve Policy adopted on June 22, 2021 (City Resolution No. 2021-23).

** - Preliminary balance pending issuance of City's Fiscal Year 2020/21 audited financial statements.

HOUSING AUTHORITY FUND (#285)
November 2021 Revenues and Expenditures (42% of year)

Account No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual *	% Change From Prior Year	
				Activity During November	Year to Date Actual *	% of Budget			
REVENUES									
435100	Interest	\$ 150,000	\$ 150,000	\$ -	\$ 8,025	5.35%	\$ 34,426	-328.98%	
435110	Unrealized Gains/Losses	-	-	(2,293)	(23,530)	**	3,880	116.49%	
436140	Tina Way/Pacific Ave. Property Rent	500,000	500,000	1,410	140,387	28.08%	115,072	22.00%	
437135	Expense Reimbursement	2,000	2,000	-	-	0.00%	1,171	-100.00%	
437145	Sale Of Assets	-	-	-	606,902	**	-	100.00%	
TOTAL REVENUES		\$ 652,000	\$ 652,000	\$ (883)	\$ 731,784	112.24%	\$ 154,549	373.50%	
ESTIMATED EXPENDITURES AND OTHER USES									
Salaries and Benefits									
501110	Salaries-Regular	259,540	142,985	9,682	50,664	35.43%	67,448	-24.88%	
501115	Salaries-Overtime	5,000	-	33	204	**	120	41.18%	
501120	Salaries-Part-Time	2,230	2,230	178	905	40.58%	872	3.78%	
502100	Retirement	71,340	46,200	2,526	13,115	28.39%	15,324	-14.42%	
502105	Workers' Compensation	4,500	2,390	195	1,021	42.72%	-	100.00%	
502110	Health/Life Insurance	36,455	16,770	1,080	5,173	30.85%	7,218	-28.33%	
502111	Medical in Lieu	480	480	60	300	62.50%	-	100.00%	
502115	Unemployment Insurance	1,035	435	-	-	0.00%	532	-100.00%	
502120	Medicare/FICA	3,675	1,985	135	703	35.42%	943	-34.14%	
502130	Other Benefits	2,205	1,125	85	446	39.64%	46	89.69%	
608130	Temporary Help	-	-	-	-	**	1,257	-100.00%	
Total-Salaries and Benefits		386,460	214,600	13,974	72,531	33.80%	93,760	-22.64%	
Maintenance and Operations									
602110	Office Expense	1,000	1,000	-	147	14.70%	-	100.00%	
602115	Postage	500	500	-	14	2.80%	208	-93.27%	
602140	Materials and Supplies	5,000	5,000	346	356	7.12%	-	100.00%	
602145	Gas/Oil/Lube	-	-	-	20	**	-	100.00%	
603120	Minor Repairs	15,000	15,000	-	-	0.00%	1,186	-100.00%	
604105	Utilities	50,000	50,000	6,055	17,435	34.87%	17,230	1.18%	
607100	Membership Dues	5,300	5,300	-	-	0.00%	4,630	-100.00%	

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HOUSING AUTHORITY FUND (#285)
November 2021 Revenues and Expenditures (42% of year)

Account No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual *	% Change From Prior Year
				Activity During November	Year to Date Actual *	% of Budget		
Maintenance and Operations , Continued								
607110	Travel/Conference/Meetings	1,000	1,000	-	-	0.00%	-	**
607115	Training	2,500	2,500	-	-	0.00%	-	**
608100	Contractual Services	-	2,457,940	728	311,035	12.65%	607,712	-95.38%
608105	Professional Services	437,000	410,000	18,638	67,688	16.51%	44,025	34.96%
610135	Relocation Assistance	40,000	40,000	1,466	11,181	27.95%	70,832	-533.50%
610230	Navigation Center (North SPA)	30,000	30,000	-	-	0.00%	-	**
611110	O.C. Sanitation User Fee	21,400	21,400	20,837	20,837	97.37%	-	**
Total-Maintenance and Operations		608,700	3,039,640	48,070	428,713	14.10%	745,823	-42.52%
Allocated Charges								
612105	Vehicle Replacement Charge	10,075	10,075	840	4,198	41.67%	1,279	69.53%
612115	Liability Insurance Charge	16,190	16,190	-	13,345	82.43%	-	100.00%
612140	Information Technology Charge	24,075	24,075	2,006	10,031	41.67%	7,379	26.44%
614205	Admin Overhead	40,100	20,850	1,515	8,084	38.77%	11,579	-30.18%
Total-Allocated Charges		90,440	71,190	4,361	35,658	50.09%	20,237	76.20%
Capital Outlay								
760100	Demolition/Condemnation	-	-	-	-	**	227	-100.00%
790100	Land Acquisition	-	-	-	-	**	1,961,438	-100.00%
Total-Capital Outlay		-	-	-	-	**	1,961,665	-100.00%
Transfers to Other Funds								
800101	Transfer to General Fund	-	890,000	-	890,000	100.00%	-	100.00%
Total-Transfers to Other Funds		-	890,000	-	890,000	100.00%	-	100.00%
TOTAL EXPENDITURES		\$ 1,085,600	\$ 4,215,430	\$ 66,405	\$ 1,426,902	33.85%	\$ 2,821,485	-49.43%
REVENUES OVER (UNDER) EXPENDITURES		\$ (433,600)	\$ (3,563,430)	\$ (67,288)	\$ (695,118)		\$ (2,666,936)	

* = Actual data is reported through November.

Housing Authority Fund (Fund 285) - Fund Balance Status

Available Fund Balance as of June 30, 2021 **	\$ 10,576,841
Estimated increase (decrease) of fund balance during Fiscal Year 2021-22	<u>(418,640)</u>
Projected Available Fund Balance as of June 30, 2022	<u><u>\$ 10,158,201</u></u>

** - Preliminary balance pending issuance of the City's Fiscal Year 2020/21 audited financial statements.

CITY OF STANTON
FY 2021/22
STATUS OF CAPITAL IMPROVEMENT PROJECTS (CIP)
JULY 1, 2021 THROUGH NOVEMBER 30, 2021

Task Code	Description	Adopted Budget 2021/22	FY 2020/21 Budget Carryover	Amended Budget 2021/22	YTD Actual 2021/22	Encumbrances	% Spent (Includes Encumbrances)	Remaining Budget
Street Projects								
2021-105	Traffic Signal Improvements - Fiscal Year 2020/21	\$ -	\$ 200,740	\$ 200,740	\$ -	\$ 109,784	54.7%	\$ 90,956
2022-101	Citywide Street Rehabilitation - Fiscal Year 2021/22	2,075,000	49,253	2,124,253	26,844	32,909	2.8%	\$ 2,064,500
2022-102	Citywide Street Sign Replacement	150,000	-	150,000	513	-	0.3%	149,487
Total Street Projects		\$ 2,225,000	\$ 249,993	\$ 2,474,993	\$ 27,357	\$ 142,693	6.9%	\$ 2,304,943
Parks Projects								
2021-201	Park Master Plan	\$ -	\$ 100,870	\$ 100,870	\$ -	\$ -	0.0%	\$ 100,870
2021-202	Hollenbeck Rubber Replacement	-	200,735	200,735	-	-	0.0%	200,735
2021-203	Premier Park Play Equipment and Rubber	-	200,735	200,735	-	-	0.0%	200,735
2021-204	Harry Dotson Rubber	-	70,510	70,510	-	-	0.0%	70,510
2021-205	Dog Park (design)	50,000	-	50,000	-	-	0.0%	50,000
2022-201	Family Resource Center Improvements	425,000	-	425,000	-	-	0.0%	425,000
2022-202	Rehabilitate Building at Dotson Park	141,000	-	141,000	-	-	0.0%	141,000
Total Parks Projects		\$ 616,000	\$ 572,850	\$ 1,188,850	\$ -	\$ -	0.0%	\$ 1,188,850
Sewer								
2022-301	Sewer Master Plan Update	\$ 500,000	-	\$ 500,000	-	-	0.0%	\$ 500,000
Total Sewer		\$ 500,000	\$ -	\$ 500,000	\$ -	\$ -	0.0%	\$ 500,000
GRAND TOTAL		\$ 3,341,000	\$ 822,843	\$ 4,163,843	\$ 27,357	\$ 142,693	4.1%	\$ 3,993,793
Funding Source								
211	Gas Tax Fund	\$ 381,431	\$ -	\$ 381,431	\$ 513	\$ -	0.1%	\$ 380,918
215	Road Maintenance Rehabilitation Account (RMRA) (SB-1)	1,060,640	49,253	1,109,893	26,844	32,909	5.4%	1,050,140
220	Measure M Turnback Fund	750,000	174,740	924,740	-	83,784	9.1%	840,956
222	CDBG Grant Fund	350,000	-	350,000	-	-	0.0%	350,000
262	Traffic Signal Impact Fees Fund	-	26,000	26,000	-	26,000	100.0%	-
263	Community Center Impact Fees Fund	141,000	-	141,000	-	-	0.0%	141,000
305	Capital Projects Fund (Reserves)	32,929	-	32,929	-	-	0.0%	32,929
310	Park In-Lieu Fund	125,000	572,850	697,850	-	-	0.0%	697,850
501	Sewer Maintenance Fund	500,000	-	500,000	-	-	0.0%	500,000
GRAND TOTAL		\$ 3,341,000	\$ 822,843	\$ 4,163,843	\$ 27,357	\$ 142,693	4.1%	\$ 3,993,793

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: January 11, 2022

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING FINAL TRACT MAP NO. 18107

REPORT IN BRIEF:

The final tract map for the development of seventeen (17) three-story attached condominium units for the property located at 11752 Beach Boulevard has been submitted by the developer for final certification and recordation.

RECOMMENDED ACTION:

1. City Council find that the approval of Final Tract Map No. 18107 is a ministerial action that is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15268 (which specifically exempts ministerial actions, including the approval of final subdivision maps); and
2. Approve Final Tract Map No. 18107 by adopting City Council Resolution No. 2022-03, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING FINAL TRACT MAP NO. 18107, FOR CONDOMINIUM PURPOSES TO SUBDIVIDE A 0.92 ACRE PARCEL LOCATED AT 11752 BEACH BOULEVARD"; and

3. Direct the City Engineer to approve any further technical edits necessary to allow for County Surveyor approval and for recordation of the map with the County Recorder of Orange County, and if necessary, to require a revised Final Tract Map with a revised City Engineer's certificate on the face of Tract Map for endorsement by the current City Engineer; and
4. Direct the City Engineer to collect any security instruments required by the Stanton Municipal Code and the Subdivision Map Act to guarantee construction of private and public improvements prior to the City Clerk endorsing the City Clerk's certificate on the face of the Final Tract Map; and

5. Direct the City Clerk to endorse on the face of the Final Tract Map the certificate which embodies the approval of said map, and submit the map to the County Recorder of Orange County for recording.

BACKGROUND:

On March 26, 2019, the City Council approved Precise Plan of Development (PPD-787) for development of 17 three-story condominium units, with a private driveway, and common open space amenities located at 11752 Beach Blvd. In conjunction with approving PPD-787, the City Council also approved Tentative Tract Map No. 17-01 to subdivide the 11752 Beach Blvd. parcel for condominium purposes.

In March 2021, the developer provided a Mylar of the Final Tract Map with the owner's signature and the land surveyor's signature. In April 2021, the former City Engineer endorsed the Final Tract Map. Rather than require the developer to provide a new Final Tract Map with a new City Engineer's endorsement statement which would require new owner and surveyor's signatures and a new notary acknowledgment, City staff is opting to process the existing Mylar copy of the Final Tract Map provided, unless subsequent technical revisions are necessary after Council approval of the Final Tract Map.

ANALYSIS AND JUSTIFICATION:

In accordance with Stanton Municipal Code Section 19.26.040, the City Engineer reviewed Final Tract Map No. 18107 and found it to be technically correct and in substantial conformance with Tentative Tract Map No. 17-01 and all of the conditions of approval imposed thereon. Orange County Public Works has also reviewed and approved Tract Map No. 18107, and has certified to the technical correctness and its compliance with the provisions of the Subdivision Map Act. Consequently, staff is recommending that the City Council approve Final Tract Map No. 18107 by adopting Resolution No. 2022-03 (Attachment 1).

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

Approving Final Tract Map No. 18107 is a ministerial action that is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15268. Section 15268 specifically exempts ministerial actions, including the approval of final subdivision maps.

PUBLIC NOTIFICATION:

Public notification provided through the regular agenda process.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

5 - Provide a high quality of life.

Prepared by:

Approved by:

/s/ Joe Ames

/s/ Jarad L. Hildenbrand

Joe Ames, P.E.
Director of Public Works/City Engineer

Jarad L. Hildenbrand
City Manager

Attachments:

- A. Resolution No. 2022-03
- B. Final Tract Map No. 18107

RESOLUTION NO. 2022-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING FINAL TRACT MAP NO. 18107, FOR CONDOMINIUM PURPOSES TO SUBDIVIDE A 0.92 ACRE PARCEL LOCATED AT 11752 BEACH BOULEVARD

WHEREAS, on March 26, 2019, the City Council approved Precise Plan of Development (PPD-787) for development of 17 three-story condominium units, with a private driveway, and common open space amenities located at 11752 Beach Boulevard; and

WHEREAS, in conjunction with approving PPD-787, the City Council also approved Tentative Tract Map No. 17-01 to subdivide the 11752 Beach Boulevard parcel for condominium purposes; and

WHEREAS, Final Tract Map No. 18107 has been submitted to the City by the project applicant; and

WHEREAS, the City Engineer and personnel from Orange County Public Works have reviewed Final Tract Map No. 18107 and found it to be technically correct and in substantial conformance with Tentative Tract Map No. 17-01 and all of the conditions of approval imposed thereon.

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

SECTION 1: The foregoing recitals are true and correct and are incorporated herein and made an operative part of this Resolution.

SECTION 2: The City has determined that the approval of Final Tract Map No. 18107 is a ministerial action that is exempt from the California Environmental Quality Act ("CEQA"), pursuant to CEQA Guidelines Section 15268. Section 15268 specifically exempts ministerial actions, including the approval of final subdivision maps. The documents and materials associated with this Resolution that constitute the record of proceedings on which these findings are based are located at Stanton City Hall, 7800 Katella Ave, Stanton, CA 90680. The City Council hereby authorizes and directs staff to file a Notice of Exemption with the Clerk for the County of Orange, California, within five (5) working days following the date of adoption of this Resolution.

SECTION 3: The City Council does hereby approve Final Tract Map No. 18107 pursuant to Government Code Sections 66457 and 66458 (Subdivision Map Act) and Section 19.24.050 of the Stanton Municipal Code.

SECTION 4: If any provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected by such invalidity, and the provisions of this resolution are severable.

SECTION 5: This Resolution shall become effective upon its adoption.

SECTION 6: The City Clerk shall certify to the adoption of this Resolution and so note on the Final Map.

ADOPTED, SIGNED AND APPROVED this 11th day of January, 2022.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2022-03 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on January 11, 2022, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

SHEET 1 OF 2 SHEETS

ALL OF TENTATIVE TRACT NO. 18107
1 NUMBERED LOT
AREA: 40,226 SQ. FT. (GROSS AND NET)
DATE OF SURVEY: APRIL, 2020

TRACT NO. 18107

IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF THE NORTH 10 ACRES OF LOT 13 OF SECTION 25
PER MAP SHOWING RESURVEY OF J.W. BIXBY AND CO'S SUBDIVISION OF A PART OF THE RANCHO LOS ALAMITOS
AS FILED IN BOOK 2, PAGE 43 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY.
CA ENGINEERING, INC. KENT COOPER, P.L.S. 9322

FOR CONDOMINIUM PURPOSES

ACCEPTED AND FILED
AT THE REQUEST OF
CHICAGO TITLE COMPANY

DATE _____
TIME _____ FEE \$ _____
INSTRUMENT NO. _____
BOOK _____ PAGE _____
HUGH NGUYEN
COUNTY CLERK-RECORDER
BY: _____
DEPUTY

OWNERSHIP CERTIFICATE

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY RELEASE AND RELINQUISH TO THE CITY OF STANTON:

1. ALL VEHICULAR AND PEDESTRIAN ACCESS RIGHTS TO BEACH BOULEVARD, EXCEPT AT APPROVED ACCESS LOCATIONS.

TRAN MY HONG-NGUYEN AND THANH VAN NGUYEN, TRUSTEES OF THE TRAN MY HONG-NGUYEN AND THANH VAN NGUYEN REVOCABLE TRUST DATED AUGUST 6, 2014.

TRAN MY HONG-NGUYEN, TRUSTEE

THANH VAN NGUYEN, TRUSTEE

THANH PHAT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____ BY: _____
PRINT NAME: _____ PRINT NAME: _____
TITLE: _____ TITLE: _____

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____)

ON _____, BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC IN AND FOR SAID STATE

(PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS
IS IN _____ COUNTY.

MY COMMISSION EXPIRES _____.

COMMISSION NUMBER _____.

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____)

ON _____, BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC IN AND FOR SAID STATE

(PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS
IS IN _____ COUNTY.

MY COMMISSION EXPIRES _____.

COMMISSION NUMBER _____.

SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A)&(C) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

R.G. WEST AND NELLIE M. WEST, HUSBAND AND WIFE, HOLDERS OF AN EASEMENT FOR PIPE LINES FOR DOMESTIC AND IRRIGATION PURPOSES AND MINERAL RIGHTS PER DOCUMENT RECORDED 1-22-1953, IN BOOK 2441, PAGE 46, OF OFFICIAL RECORDS.

THOMAS F. IVEY AND CECILE M. IVEY, HUSBAND AND WIFE, HOLDERS OF A RIGHT OF WAY FOR ROAD PURPOSES PER DOCUMENT RECORDED 6-26-1959, IN BOOK 4774, PAGE 460, OF OFFICIAL RECORDS.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THANH PHAT, LLC, IN APRIL, 2020. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

KENT COOPER, P.L.S. 9322 DATE
LICENSE EXPIRES 3-31-21



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, AS FILED WITH, AMENDED AND APPROVED BY THE CITY OF STANTON PLANNING COMMISSION; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 2021.

HAROLD ALLAN RIGG, R.C.E. NO. 49632, EXPIRES 9/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER, CITY OF STANTON



CITY CLERK'S CERTIFICATE

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

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF STANTON AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 2021, AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP, AND DID ACCEPT ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENTS; THE DEDICATION FOR STREET PURPOSES OF: _____

AND DID ALSO ACCEPT ON BEHALF OF THE CITY OF STANTON:

1. THE VEHICULAR AND PEDESTRIAN ACCESS RIGHTS TO BEACH BOULEVARD, AS RELEASED AND RELINQUISHED.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT.

DATED THIS _____ DAY OF _____, 2021.

PATRICIA A. VAZQUEZ
CITY CLERK OF THE CITY OF STANTON

BY: _____
DEPUTY

COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2021.

KEVIN R. HILLS, COUNTY SURVEYOR, L.S. 6617, EXPIRES 12/31/21

BY: LILY M. N. SANDBERG, DEPUTY COUNTY SURVEYOR
P.L.S. 8402, EXPIRES 6/30/22

COUNTY TREASURER - TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS _____ DAY OF _____, 2021.

SHARI L. FREIDENRICH
COUNTY TREASURER - TAX COLLECTOR

BY: _____
DEPUTY TREASURER - TAX COLLECTOR

IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES

THERE ARE NO CONFLICTS WITH EXISTING VISIBLE IMPROVEMENTS AND THE EXTERIOR BOUNDARY LINE (DISTINCTIVE BORDER) OF THIS MAP AS ESTABLISHED HEREON.

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATIONS GPS NO. 3625R1 AND GPS NO. 3614R1, BEING N00°24'12"E PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

THE COORDINATES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, NAD 1983 (2017.50 EPOCH O.C.S. GPS ADJUSTMENT).

ALL DISTANCES SHOWN HEREON ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND DISTANCES BY A MEAN COMBINATION FACTOR OF 0.99998841.

R1 INDICATES RECORD DATA OR CALCULATED FROM RECORD PER TRACT NO. 16283,
M.M. 837/37-38.

R2 INDICATES RECORD DATA OR CALCULATED FROM RECORD PER PARCEL MAP NO.
2004-250, P.M.B. 356/40-41.

R3 INDICATES RECORD DATA OR CALCULATED FROM RECORD PER PARCEL MAP NO.
93-130, P.M.B. 290/10-11.

R4 INDICATES RECORD DATA OR CALCULATED FROM RECORD PER PARCEL MAP,
P.M.B. 33/37.

AN EASEMENT FOR PIPE LINES FOR DOMESTIC AND IRRIGATION PURPOSES IN FAVOR OF R.G. WEST AND NELLIE M. WEST, HUSBAND AND WIFE, PER DOCUMENT RECORDED 1-22-1953, IN BOOK 2441, PAGE 46, OF OFFICIAL RECORDS. (NOT PLOTTABLE FROM RECORD)

- 1 A RIGHT OF WAY FOR ROAD PURPOSES IN FAVOR OF THOMAS F. IVEY AND CECILE M. IVEY, HUSBAND AND WIFE, PER DOCUMENT RECORDED 6-26-1959, IN BOOK 4774, PAGE 460, OF OFFICIAL RECORDS.

INDICATES MONUMENT FOUND AND NOTED.

▲ INDICATES FOUND O.C.S. G.P.S. HORIZONTAL CONTROL STATION MONUMENT PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

[1] N 2234919.34; E 6032108.87
O.C.S. G.P.S. POINT NO. 3625R1
FD. 3" BRASS DISK STAMPED "STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION RCE 26087", IN WELL MON., DOWN 0.8", PER R2. ACCEPTED AS THE CENTERLINE INTERSECTION OF CHAPMAN AVE. AND BEACH BLVD.

[2] N 2237565.00; E 6032127.49
O.C.S. G.P.S. POINT NO. 3614R1
FD. 3" BRASS DISK STAMPED "STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION RCE 26087", IN WELL MON., DOWN 0.8", PER R2. ACCEPTED AS THE CENTERLINE INTERSECTION OF ORANGEWOOD AVE. AND BEACH BLVD.

[3] FD. LEAD AND TAG, "RCE 12311" IN TOP OF CURB. ACCEPTED POINT ON N'LY LINE OF LOT 16, SEC. 26, R.S.B. 2/43, PER R2.

[4] FD. 1" I.P., NO TAG, FLUSH. NO REF. ACCEPTED AS 1" I.P. TAGGED "LS 3419" AND N.E. CORNER OF PARCEL 1 PER P.M.B. 92/7-8 AND POINT ON N'LY LINE OF LOT 13, SEC. 25, R.S.B. 2/43. SET TAG, "LS 9322".

[5] FD. 1" I.P., NO TAG, FLUSH. NO REF. ACCEPTED AS 1" I.P. AND TAG PER R2. ACCEPTED AS N.W. CORNER, OF PARCEL 1 PER P.M.B. 92/7-8 AND POINT ON N'LY LINE OF LOT 13, SEC. 25, R.S.B. 2/43. SET TAG, "LS 9322".

[6] FD. SPIKE AND WASHER, NO STAMP, PER R2, FLUSH. SPIKE IS BENT; HELD BASE. ACCEPTED AS THE CENTERLINE INTERSECTION OF BEVER PLACE AND BEACH BLVD.

[7] FD. SPIKE AND WASHER, "LS 5411", FLUSH, PER CORNER RECORD 2014-1377. ACCEPTED AS POINT ON CENTERLINE OF BEVER PLACE PER R1.

[8] FD. SPIKE AND WASHER, "LS 5411", FLUSH, AT CENTERLINE INTERSECTION OF BEVER PLACE AND SUMMERGLN CIRCLE PER CORNER RECORD 2014-1376.

[9] FD. NAIL AND TAG, "LS 2348" ON PROPERTY LINE PER R1, FLUSH.

[10] FD. 1" I.P. AND TAG, "LS 5025" AT LOT CORNER PER R1, FLUSH.

[11] FD. 1" I.P. AND TAG, "LS 5025", FLUSH. NO REF. ACCEPTED AS INTERSECTION OF CENTERLINE OF SUMMERGLN CIRCLE AND N'LY LINE OF TRACT NO. 16283, M.M. 837/37-38, FLUSH.

[12] FD. NAIL AND TAG, "RCE 18752", FLUSH. NO REF. ACCEPTED AS POINT ON LINE.

[13] FD. 2" I.P., NO TAG, FLUSH. NO REF. NOT ACCEPTED.

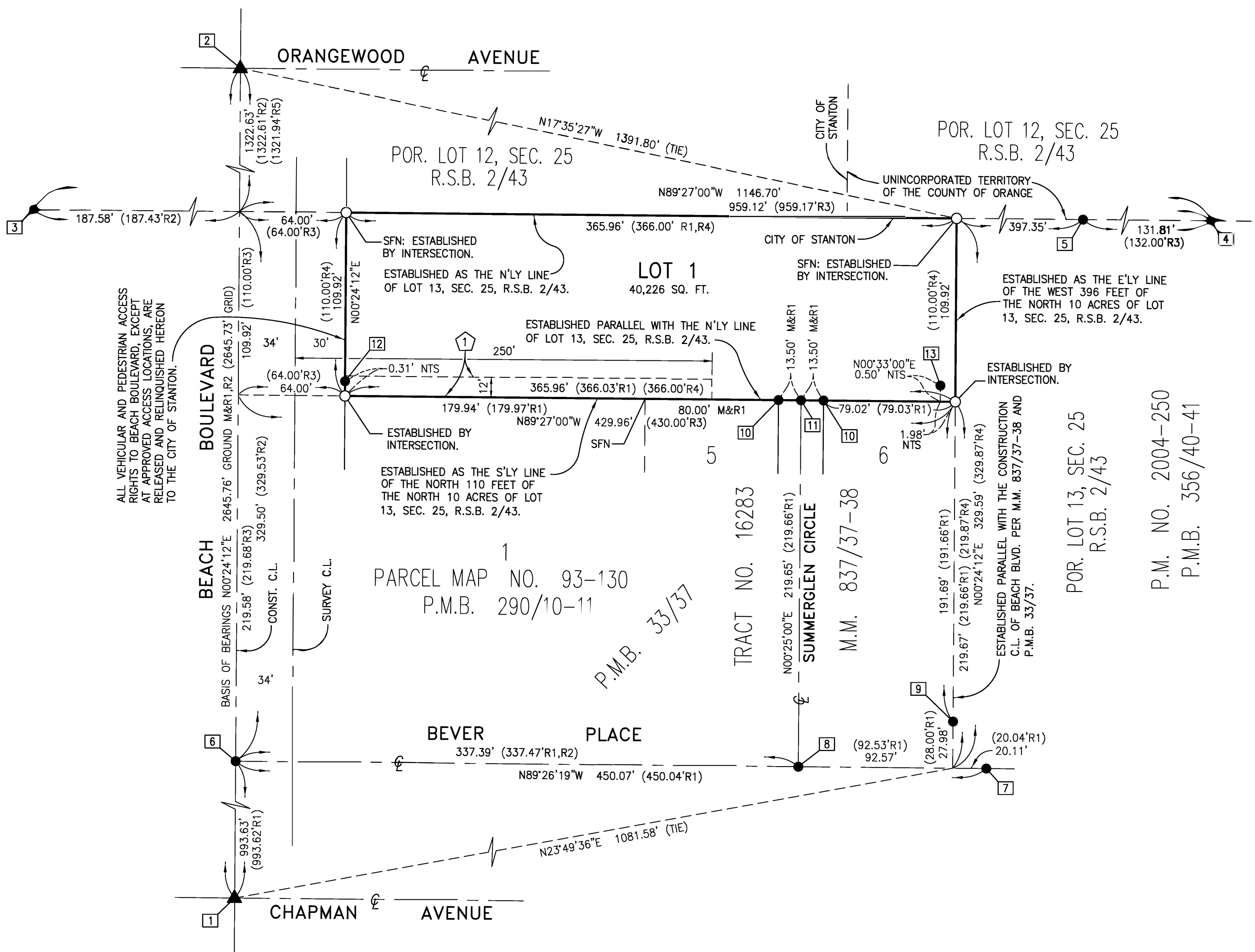
○ INDICATES 2" I.P. AND TAG, "LS 9322", OR 8" SPIKE AND WASHER, "LS 9322", IN ASPHALT HAVING A THICKNESS OF 2" OR MORE OR LEAD, TACK AND TAG, "LS 9322", OR NAIL AND TAG, "LS 9322", TO BE SET FLUSH, WITHIN 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS.

SFN INDICATES SEARCHED, FOUND NOTHING.

NTS INDICATES NOT TO SCALE.



SCALE: 1"=50'





MEETING DATES 2022

City of Stanton | 7800 Katella Avenue, Stanton, CA 90680 | StantonCA.gov

Item: 9H

[Click here to return to the agenda](#)

CITY COUNCIL	PLANNING COMMISSION	PARKS & RECREATION COMMISSION	PUBLIC SAFETY COMMITTEE
2 nd & 4 th Tuesday 6:30 P.M.	1 st & 3 rd Wednesday 6:30 P.M.	3 rd Monday 5:30 P.M.	4 th Wednesday (Meets Quarterly) 6:00 P.M.
January 11	January 5	January 17 (Holiday-TBD)	January 26
January 25	January 19		
February 8	February 2	February 21 (Holiday-TBD)	April 27
February 22	February 16		
March 8	March 2	March 21	July 27
March 22	March 16		
April 12	April 6	April 18	October 26
April 26	April 20		
May 10	May 4	May 16	
May 24	May 18		
June 14	June 1	June 20	
June 28	June 15		
July 12	July 6	July 18	
July 26	July 20		
- DARK - SUMMER RECESS	August 3	August 15	
August 23	August 17		
September 13	September 7	September 19	
September 27	September 21		
October 11	October 5	October 17	
October 25	October 19		
November 8	November 2	November 21	
November 22	November 16		
December 13	December 7	December 19	
	December 21		

****City Council Study Sessions: when scheduled, are held on the 3rd Tuesday of the month****

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: January 11, 2022

SUBJECT: AWARD OF CONTRACT TO NV5 TO PROVIDE PROFESSIONAL CONSULTING SERVICES FOR THE PREPARATION OF AN UPDATED SEWER MASTER PLAN

REPORT IN BRIEF:

A Sewer Master Plan assesses the needs of the City's sewer system and plans and prioritizes maintenance and rehabilitation of the system with available funding. An updated sewer master plan is not only a requirement of the City's Waste Discharge Permit issued by the Santa Ana Regional Water Quality Control Board but is also a useful planning tool for the City's Capital Improvement Plan. Preparation of the updated Sewer Master Plan will require the services of a highly specialized consulting firm. The previous Sewer Master Plan update was prepared in 2014 by AKM Consulting Engineers. City staff released a "Request for Proposal" (RFP) soliciting proposals to provide an updated Sewer Master Plan to reflect the current condition of the sewer system, to assess the capacity of the existing system to handle flows generated at the ultimate "build-out" of the City, and to develop a comprehensive 10-year Capital Improvement Program with recommended projects. One firm provided a proposal: NV5. City staff believes that NV5 is qualified to update the City's Sewer Master Plan.

RECOMMENDED ACTIONS:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301b; and
2. Award a contract to NV5 to provide an updated Sewer Master Plan and to develop a 10-year comprehensive prioritized Capital Improvement Program with recommended projects for a maximum contract amount of \$499,265; and
3. Approve an appropriation of \$50,000 from the Sewer Maintenance Fund's available balance to increase the Fiscal Year 2021/22 budget for the Sewer Master Plan project (Task Code No. 2022-301) from \$500,000 to \$550,000; and
4. Authorize the City Manager to bind the City of Stanton and NV5 in a contract to provide the services; and

5. Authorize the City Manager to approve contract change orders with NV5, as needed and determined by City staff, up to a total contract amount of \$550,000.

BACKGROUND:

The City of Stanton requires the services of a qualified professional to prepare an update to the City's Sanitary Sewer Master Plan. The previous Sewer Master Plan update was completed in 2014. The Sanitary Sewer Master Plan needs to be periodically updated as the system ages, construction costs change, development occurs, and regulatory requirements change. The master plan will assess the condition of the system and plan for future improvements necessary to the system. City staff released a "Request for Proposal" (RFP) soliciting proposals to provide an updated Sewer Master Plan and to develop a comprehensive 10-year Capital Improvement Program with recommended projects. The RFP was released in a two-envelope format in accordance with the City's Purchasing Policy and Procedures. The first envelope consists of a written proposal highlighting the firm's experience and qualifications, and a separate, sealed envelope contains the fee proposal. The written proposal envelopes are opened, and the enclosed proposals are evaluated by City staff. Once a consensus is reached on the best written proposal, City staff will negotiate a fee with the best qualified consultant. Typically, in the event the City cannot negotiate a fee with the best qualified consultant, the City will negotiate a fee with the second ranked consultant, and so on until an agreement is reached. In this way, contract award is based on best-qualified consultant rather than low-bid.

ANALYSIS/JUSTIFICATION:

A Request for Proposals was released with a due date of December 1, 2021. Six firms were directly solicited to provide a proposal.

One (1) proposal from NV5 was received and reviewed by the Public Works Department. AKM Consulting Engineers stated they declined to provide a proposal, in part, because AKM's anticipated fee substantially exceeded the City's budget for the work due to subconsultant costs.

City staff believes that NV5 is qualified to update the City's Sewer Master Plan because NV5 has successfully prepared Sewer Master Plans for cities within San Diego County. The scope of work provided is within the existing \$500,000 budget; however, City staff anticipates some additional work may be needed based upon field issues encountered. Therefore, the recommended actions include a \$50,000 contingency request.

FISCAL IMPACT:

The Fiscal Year 2021/22 Adopted Budget includes \$500,000 for the Sewer Master Plan Update Project (Project No. 2022-301).

The Sewer Maintenance Fund's available balance is expected to be \$5.17 million by June 30, 2022. After approving the \$50,000 appropriation requested by staff, the Sewer Maintenance Fund's available balance will be reduced to \$5.12 million by June 30, 2022.

ENVIRONMENTAL IMPACT:

The action requested in this report is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301b, and therefore, categorically exempt under the California Environmental Quality Act.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 – Provide a high-quality infrastructure.

Prepared by:

Concurred by:

/s/ Joe Ames

/s/ Michelle Bannigan

Joe Ames, P.E.
Director of Public Works/City Engineer

Michelle Bannigan
Finance Director, CPA

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachments:

- A. Draft Professional Services Agreement
- B. Request for Proposal
- C. NV5's Proposal and Fee Proposal

**CITY OF STANTON
PROFESSIONAL SERVICES AGREEMENT
FOR
SEWER MASTER PLAN**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 ("City") and **NV5, a CORPORATION**, with its principal place of business at **163 TECHNOLOGY DRIVE, SUITE 100, IRVINE, CA 92618** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional **SEWER MASTER PLAN** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **SEWER MASTER PLAN** consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the **SEWER MASTER PLAN** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **SEWER MASTER PLAN** consultant services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **January 11, 2022** to **June 30, 2023**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractors, Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Cynthia Peraza.**

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **Joe Ames**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Cynthia Peraza**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations,

Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

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

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

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

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

relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

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

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

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

- (a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability and (c) Contractor's Pollution Liability shall be endorsed to provide the following:

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

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

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

- (b) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (d) Professional Liability shall be endorsed to provide the following:

- (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the

City except ten (10) days shall be allowed for non-payment of premium.

- (c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers' Compensation shall be endorsed to provide the following:
 - (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
 - (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

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

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

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

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to

the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

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

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

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **FOUR HUNDRED NINETY-NINE THOUSAND TWO HUNDRED SIXTY-FIVE DOLLARS (\$499,265)** ("Total Compensation") without written approval of City's **Public Works Director**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe

the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

NV5
163 Technology Drive, Suite 100
Irvine, CA 92618
Attn: **Cynthia Peraza, Project Manager**

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: **Joe Ames, Department of Public Works**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property

embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

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

3.5.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

The obligation to indemnify, as provided herein, shall survive the termination or expiration of this Agreement.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.8 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.9 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.10 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.11 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.12 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.13 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.14 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.15 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.16 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.17 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.19 Declaration of Political Contributions. Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

3.20 Subcontracting.

3.20.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 202_.

CITY OF STANTON

NV5

By:

Jarad Hildenbrand
City Manager

By:

Name: Carmen Kasner
Title: Senior Vice President

By: _____

Name: MaryJo O'Brien
Title: Secretary

ATTEST:

By: _____
Patricia Vazquez
City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

As described more particularly in the proposal received:

- Evaluate the hydraulic capacity of the collection system.
- Evaluate the condition of the system through the use of new CCTV inspection reports and recordings.
- Verify the accuracy of the existing sewer infrastructure data.
- Determine the ownership of all sewer lines and maintenance responsibilities of the City of Stanton.
- Prepare updated Sewer Atlas using GIS software. The selected consultant must provide a copy of the final shape file of the sewers to the City. A copy of the prior Sewer Atlas prepared in 2014 is available online at (https://www.stantonca.gov/departments/public_works_engineering/request_for_proposals_and_bids/index.php).
- Evaluate the remainder of the effective life of components of the system through historical records and past reports.
- Develop a comprehensive, prioritized 10-year Capital Improvement Program with cost estimates of recommended projects.
- Incorporate needs with the current General Plan, available online at (https://www.stantonca.gov/departments/public_works_engineering/request_for_proposals_and_bids/index.php)
- Apprise staff of latest Federal, State, and Local Regulations.
- Evaluate status of regulatory permits (Waste Discharge Requirements).
- Flow monitoring at 9 locations.

OPTIONAL SERVICES at additional cost:

- Scan sewer as-built plans and update GIS layers with reference numbers such that the as-built plans are tied to the GIS layers for plan retrieval in the City's GeoViewer Program.
- Additional CCTV inspections and recordings.

EXHIBIT "B"

SCHEDULE OF SERVICES

SCHEDULE

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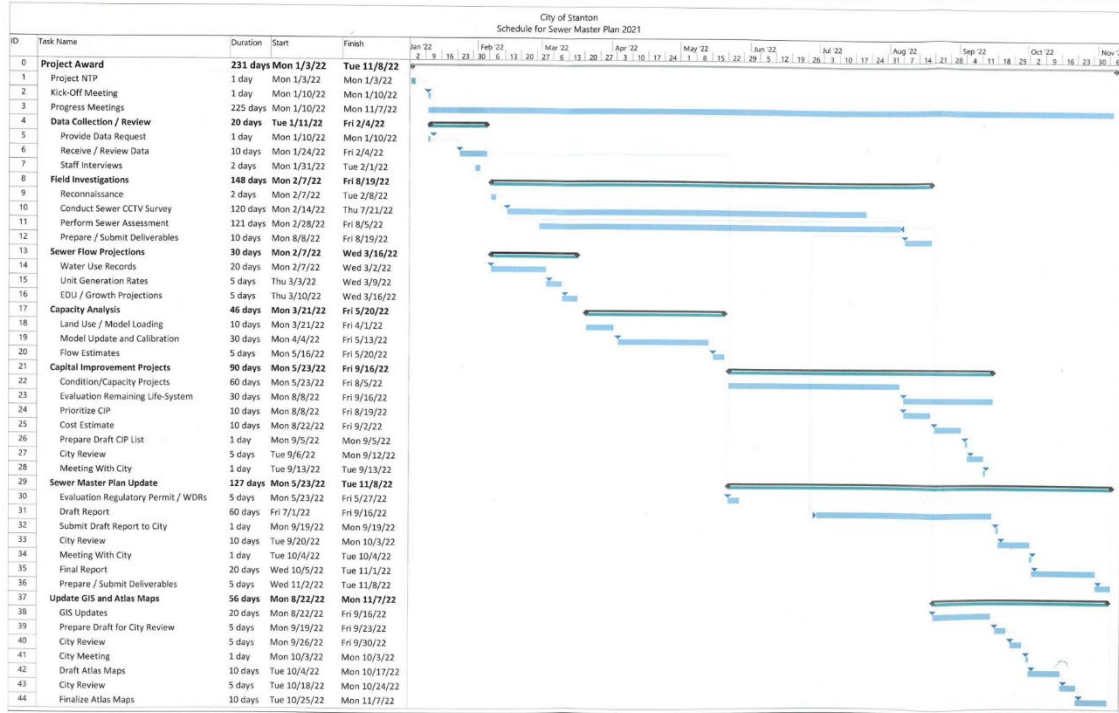



EXHIBIT "C"

COMPENSATION

Services to be charged at an hourly rate according to the rates shown below.

Project Name: City of Stanton Sewer MP Update Project Number: Client/Owner: City of Stanton Project Manager: Cynthia Peraza Prepared By: Cynthia Peraza Proj/Prop No.: P227521-0007406.00 Date: 1/3/2022		LABOR ESTIMATE  BEYOND ENGINEERING	
FEE SUMMARY			
	ITEM	TOTAL	
	Labor	\$182,745	
	Outside Services	\$315,027	
	Direct Costs	\$1,493	
	(Direct Costs assumed at 0.3%)		
	TOTAL	\$499,265	
BASIC BILLING RATES			
OFFICE SERVICES:		FIELD SERVICES:	
TECHNICAL SERVICE:		CONSTRUCTION MANAGEMENT:	
Engineering Aid/Planning Aid - OSEPA	\$80	Junior Field Engineer - FSJFE	\$141
Project Assistant - OSPA	\$90	Assistant Field Engineer - FSTFE	\$166
Project Administrator - OSPAD	\$100	Associate Field Engineer - FSEFE	\$183
GIS / CADD Technician I - OSCT1	\$100	Senior Field Engineer - FSSF	\$193
GIS / CADD Technician II - OSCT2	\$120	Construction Manager - FSCM	\$198
GIS / CADD Technician III - OSCT3	\$135		
Senior GIS / CADD Technician/Designer - OSSCT	\$150		
Design Supervisor - OSDS	\$170		
PROFESSIONAL:		SURVEYING:	
Junior Engineer/Planner/Surveyor - OSJP	\$125	1-Person Survey Crew (GPS)(Robotic) - FS1R	\$193
Assistant Engineer/Planner/Surveyor - OSTSP	\$145	1-Person Survey Crew - FS1P	\$156
Associate Engineer/Planner/Surveyor - OSEEP	\$155	2-Person Survey Crew - FS2P	\$277
Senior Engineer/Planner/Surveyor - OSSP	\$170	3-Person Survey Crew - FS3P	\$340
Manager - OSMP	\$245	Survey Manager - FSSM	\$190
Structural Engineer - OSSTP	\$275		
Associate - OSAP	\$250		
Principal - OSPP	\$270		
EXPENSES:		EXPENSES:	
Plotting and In-House Reproduction - EPHP	1.10 x Cost	Plotting and In-House Reproduction - EPHP	1.10 x Cost
Subsistence - ESUB	1.10 x Cost	Subsistence - ESUB	1.10 x Cost
Other Expenses-Including Subconsultants & Purchased Services Through Subcontracts - EOTH	1.10 x Cost	Other Expenses-Including Subconsultants & Purchased Services Through Subcontracts -	1.10 x Cost
Milage - Outside Local Area - EMIL	Per Accepted IRS Rate	Milage - Outside Local Area - EMIL	Per Accepted IRS Rate
Litigation Support - ELIT	\$400	Litigation Support - ELIT	\$400
Courier - Same Day - PSCS	\$20	Courier - Same Day - PSCS	\$20
Courier - Next Day - PSCN	\$35	Courier - Next Day - PSCN	\$35

FILE: Fee Estimate_01032022-3_Flow Monitoring.xlsm

Estimated Distribution of Hours/Expenses

NV5

Page 1 of 3

Phase	Task	TASK DESCRIPTION	LABOR CODE/STAFF HOURS								TOTALS		
			OSPP \$270	OSMP \$245	OSMP \$245	OSSP \$170	OSJP \$125	OSPA \$90	OSSCT \$150	OSCT2 \$120	HOURS	FEE	%
		Project Management											
		Kick-Off Meeting	2	2	2		2				8	\$1,770	0.36%
		Project Status Meetings (Assume 6)		6	6	6	10	6			34	\$5,750	1.16%
		Project Management / Coordination / Schedule		20				12			32	\$5,980	1.20%
		Subtotal									74	\$13,500	
		Data Collection and Review											
		Data Coordination and Management		4							4	\$980	0.20%
		Review General Plan/Housing Element			2		2				4	\$740	0.15%
		Review CIP Projects / Records / Atlas Map(s)			4	2	4		1	2	13	\$2,210	0.44%
		Review O&M Records				1	2				3	\$420	0.08%
		Review Condition Projects			1	1	2				4	\$665	0.13%
		Review Existing Hydraulic Model				1	2				3	\$420	0.08%
		Review GIS Files / Information					2		2	4	8	\$1,030	0.21%
		Staff Interviews (Ops and Engineering)			2		4	2			8	\$1,170	0.24%
		Confirm Ownership/Maintenance Responsibilities				1	2				3	\$420	0.08%
		Subtotal									50	\$8,055	
		Field Investigations											
		Inspection Set Up / Coordination with Contractor			1		4				5	\$745	0.15%
		Reconnaissance					20				20	\$2,500	0.50%
		Confirm Condition Assessment / Rating System			1		2				3	\$495	0.10%
		NPS - CCTV Inspections (approx. 44 miles)									0	\$181,500	36.46%
		NPS CCTV Siphons									0	\$2,156	0.43%
		Review CCTV Videos / Perform Assessment (approx. 44 miles)			2	12	545	8			567	\$71,375	14.34%
		Prepare Deliverables			2		16	8			26	\$3,210	0.64%
		QA/QC	2								2	\$540	0.11%
		Subtotal									623	\$262,521	
		Subtotal											
TOTAL - THIS PAGE			4	32	23	24	619	36	3	6	747	\$284,076	57.07%
TOTAL - ALL PAGES			20	32	48	66	973	72	22	126	1,359	\$497,772	100.00%

City of Stanton Sewer MP Update ,

NV5

Page 2 of 3

Phase	Task	TASK DESCRIPTION	LABOR CODE/STAFF HOURS								TOTALS		
			OSPP \$270	OSMP \$245	OSMP \$245	OSSP \$170	OSJP \$125	OSPA \$90	OSSCT \$150	OSCT2 \$120	HOURS	FEE	%
		Sewer Flow Projections											
		Evaluation of Water Data			4	4	40				48	\$6,660	1.34%
		Confirm Unit Generation Rates			1	1	4				6	\$915	0.18%
		EDU / Growth Projections			1	2	8				11	\$1,585	0.32%
		Coordinate with City Planning			1	2	2				5	\$835	0.17%
		Evaluation of Other Municipalities			1	1	2				4	\$665	0.13%
		Confirm Design Elements / Criteria			1		2				3	\$495	0.10%
		QA/QC	4								4	\$1,080	0.22%
		Subtotal									81	\$12,235	
		Capacity Analysis											
		Land Use / Model Loading			1	2	16				19	\$2,585	0.52%
		WCC - Model Update and Calibration									0	\$82,500	16.57%
		Flow Estimates			2	4	24				30	\$4,170	0.84%
		QA/QC	2								2	\$540	0.11%
		Subtotal									51	\$89,795	
		Capital Improvement Projects											
		Identification of Condition Projects			2	2	16		1	8	29	\$3,940	0.79%
		Identification of Capacity Projects			2	2	24		1	8	37	\$4,940	0.99%
		Evaluate Remaining Life			1	4	20		1	8	34	\$4,535	0.91%
		Prioritize / Phase CIPs			1	2	16				19	\$2,585	0.52%
		Cost Estimates			1	4	20				25	\$3,425	0.69%
		QA/QC	4								4	\$1,080	0.22%
		Subtotal									148	\$20,505	
		Sewer Master Plan Update											
		Draft Report			4	8	120	20	4	20	176	\$22,140	4.45%
		Final Report			2	4	40	16	2	8	72	\$8,870	1.78%
		QA/QC	4								4	\$1,080	0.22%
		Subtotal									252	\$32,090	
TOTAL - THIS PAGE			14	0	25	42	354	36	9	52	532	\$154,625	31.06%
TOTAL - ALL PAGES			20	32	48	66	973	72	22	126	1,359	\$497,772	100.00%

City of Stanton Sewer MP Update ,

TASK DESCRIPTION			LABOR CODE/STAFF HOURS								TOTALS		
Phase	Task	Task/Sub	OSPP \$270	OSMP \$245	OSMP \$245	OSSP \$170	OSJP \$125	OSPA \$90	OSSCT \$150	OSCT2 \$120	HOURS	FEE	%
		Sewer System GIS and Atlas Map Updates											
		GIS Updates							4	20	24	\$3,000	0.60%
		Draft Atlas Map Book Development							4	36	40	\$4,920	0.99%
		Finalize Atlas Map Book							2	12	14	\$1,740	0.35%
		QA/QC									2	\$540	0.11%
		Subtotal	2								80	\$10,200	
		Flow Monitoring (1 month)											
		Flow monitoring (5 OCSD Locations for 1 month)									0	\$29,511	5.93%
		Flow monitoring (4 Add'l Locations for 1 month)									0	\$19,360	3.89%
		Subtotal									0	\$48,871	
		End of Task											
TOTAL - THIS PAGE			2	0	0	0	0	0	10	68	80	\$59,071	11.87%
TOTAL - ALL PAGES			20	32	48	66	973	72	22	126	1,359	\$497,772	100.00%

City of Stanton Sewer MP Update ,

CHARGE RATE SCHEDULE

Technical Services

Engineering Aide/Planning Aide	\$80.00/hour
Project Assistant	\$90.00/hour
Project Administrator	\$100.00/hour
CADD Technician I	\$100.00/hour
CADD Technician II	\$120.00/hour
CADD Technician III	\$135.00/hour
Sr. CADD Technician/Designer	\$150.00/hour
Design Supervisor	\$170.00/hour
GIS Technician I	\$100.00/hour
GIS Technician II	\$120.00/hour
GIS Analyst	\$135.00/hour
Senior GIS Analyst	\$150.00/hour

Environmental Consulting Technical Services

Senior Principal	\$230.00/hour
Principal	\$220.00/hour
Senior III	\$195.00/hour
Senior II	\$185.00/hour
Senior I	\$175.00/hour
Staff III	\$165.00/hour
Staff II	\$160.00/hour
Staff I	\$150.00/hour
Associate III	\$140.00/hour
Associate II	\$130.00/hour
Associate I	\$120.00/hour
Specialist III	\$100.00/hour
Specialist II	\$90.00/hour
Specialist I	\$75.00/hour
Project Analyst III	\$195.00/hour
Project Analyst II	\$110.00/hour
Administrative I	\$70.00/hour
Intern	\$65.00/hour

Field Survey

1-Person Survey Crew (GPS) (Robotic)	\$150.00/hour
1-Person Survey Crew	\$220.00/hour
2-Person Survey Crew	\$282.00/hour
3-Person Survey Crew	\$352.00/hour
1-Person Survey Crew*	\$163.00/hour
2-Person Survey Crew*	\$310.00/hour
3-Person Survey Crew*	\$352.00/hour

* Field rates are based on "Prevailing Wage" as determination by the Department of Industrial Relations (DIR). Rates are effective through December 31, 2021 as it may need to be revised as determined by the DIR. If contract assignment extends beyond that date, a new rate schedule will be added to the contract. Litigation support will be billed at \$400.00 per hour.

Geospatial Services

Technician _____	\$75.71/hour
Technical Specialist _____	\$97.14/hour
Technical Expert _____	\$154.29/hour
Pilot _____	\$114.29/hour
Associate Team Leader _____	\$110.00/hour
Field Manager _____	\$144.29/hour
Project Manager _____	\$128.57/hour
Account Manager _____	\$235.71/hour
Director _____	\$214.29/hour

Professional

Junior Engineer / Planner / Scientist / Surveyor _____	\$125.00/hour
Assistant Engineer / Planner / Scientist / Surveyor _____	\$145.00/hour
Associate Engineer / Planner / Scientist / Surveyor _____	\$155.00/hour
Senior Engineer / Planner / Scientist / Surveyor _____	\$170.00/hour
Project Manager _____	\$200.00/hour
Senior Project Manager _____	\$225.00/hour
Engineering Manager _____	\$245.00/hour
Associate _____	\$250.00/hour
Principal Engineer _____	\$270.00/hour
Principal _____	\$285.00/hour

Community Outreach

Principal _____	\$295.00/hour
Strategic Advisor _____	\$220.00/hour
Account Supervisor _____	\$240.00/hour
Facilitator _____	\$210.00/hour
Bilingual Outreach _____	\$210.00/hour
Project Manager _____	\$220.00/hour
Assistant Project Manager _____	\$195.00/hour
Integrated Marketing Specialist _____	\$160.00/hour
Media Relations Specialist _____	\$145.00/hour
Stakeholder Outreach Specialist _____	\$240.00/hour
Sr. Community Relations Specialist _____	\$165.00/hour
Community Relations Specialist _____	\$145.00/hour
Environmental Outreach Specialist _____	\$145.00/hour
Project Coordinator _____	\$125.00/hour
Sr. Graphic Designer _____	\$175.00/hour
Graphic Designer _____	\$135.00/hour
Videographer _____	\$120.00/hour
Bilingual Translation _____	\$80.00/hour
Administrative Support _____	\$95.00/hour
Account Coordinator _____	\$110.00/hour

Rate Setting

Rate Specialist _____	\$180.00/hour
Rate Manager _____	\$260.00/hour

Construction Management

Principal	\$265.00/hour
Assistant Field Engineer (Non Prevailing Wage)	\$130.00/hour
Associate Field Engineer (Non Prevailing Wage)	\$155.00/hour
Senior Field Engineer (Non Prevailing Wage)	\$170.00/hour
Resident Engineer (Licensed)	\$185.00/hour
Construction Manager (Non-Licensed)	\$190.00/hour
Inspector (Prevailing Wage)*	\$155.00 - \$187/hour
Electrical/Signal Inspector (Prevailing Wage)*	\$180.00/hour
Construction Administrator	\$110.00/hour

* Field rates are based on "Prevailing Wage" as determination by the Department of Industrial Relations (DIR).
Rates are effective through December 31, 2021 as it may need to be revised as determined by the DIR. If contract assignment extends beyond that date, a new rate schedule will be added to the contract.

EXPENSES:

Plotting and In-House Reproduction	1.10 x Cost
Subsistence	1.10 x Cost
Other Expenses - Including Subconsultants & Purchased Services through Subcontracts	1.10 x Cost
GIS Web Hosting	1.10 x Cost
Mileage - Outside Local Area	Per Accepted IRS Rate

REQUEST FOR PROPOSALS
FOR
SEWER MASTER PLAN
FOR



RFP responses to be received until

4:30 P.M., December 1, 2021

In the Office of the Public Works Department

City of Stanton
Public Works and Engineering Department
7800 Katella Avenue
Stanton, CA 90680
(714) 379-9222 | StantonCA.gov

Approved by:

Joe Ames
Director of Public Works and Engineering
James@stantonca.gov
(714) 890-4203

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SECTION I. GENERAL DESCRIPTION AND INTRODUCTION

The City of Stanton, Public Works / Engineering Department is requesting proposals from qualified professional engineering firms to update the City's Sewer Master Plan.

Proposals must conform to the requirements of this Request for Proposal (RFP), and must be submitted in a sealed envelope, to the Department of Public Works no later than **4:30 p.m., on Wednesday, December 1st, 2021**. The City reserves the right to waive any irregularity in any proposal, or to reject any proposal that does not comply with this RFP. The City alone, using criteria determined by the City, will select the qualified firm and/or consultant.

The successful consultant will be required to enter into an agreement with the City, which will include the requirements of this RFP as well as other requirements to be specified at a later date. By submitting a proposal, the consultant agrees to all of the terms of this RFP.

Direct questions to Joe Ames, Director of Public Works/Engineering, 714.890.4203, or via email at: JAmes@StantonCA.gov.

SECTION II. PROJECT BACKGROUND

The City of Stanton currently operates and maintains a sewer collection system that serves the city and portions of the adjacent municipalities of Anaheim, Garden Grove and unincorporated Orange County. This network of sanitary sewers serves approximately 40,000 residents is comprised of 55.4 miles of mains with approximately 550 Manholes and 5,000 sewer laterals. Development continues to increase the population density of the city.

SECTION III. SCOPE OF SERVICES

A Sewer Master Plan update was previously prepared in 2014 (available online at:

(https://www.stantonca.gov/departments/public_works___engineering/request_for_proposals_and_bids/index.php) by AKM Consulting Engineers.

The City desires to update its Sewer Master Plan to reflect current condition, and to assess the capacity of the existing system to handle flows generated at ultimate "build-out" of the City. As part of this RFP, the City desires that the

entire sanitary sewer network be captured on Closed Caption Television (CCTV).

This Master Plan shall:

- Evaluate the hydraulic capacity of the collection system.
- Evaluate the condition of the system through the use of new CCTV inspection reports and recordings.
- Verify the accuracy of the existing sewer infrastructure data.
- Determine the ownership of all sewer lines and maintenance responsibilities of the City of Stanton.
- Prepare updated Sewer Atlas using GIS software. The selected consultant must provide a copy of the final shape file of the sewers to the City. A copy of the prior Sewer Atlas prepared in 2014 is available online at (https://www.stantonca.gov/departments/public_works___engineering/request_for_proposals_and_bids/index.php).
- Evaluate the remainder of the effective life of components of the system through historical records and past reports.
- Develop a comprehensive prioritized Capital Improvement Program estimates. Program should include 10-years of recommended projects.
- Incorporate needs with the current General Plan, available online online at (https://www.stantonca.gov/departments/public_works___engineering/request_for_proposals_and_bids/index.php)
- Apprise staff of latest Federal, State, and Local Regulations.
- Evaluate status of regulatory permits (Waste Discharge Requirements).

SECTION IV. PROPOSAL SUBMISSION REQUIREMENTS

The Department has established requirements for the proposal format. Proposals shall be submitted in a sealed envelope. All pages shall be duplex copied. The Consultant's Proposal shall be no more than 35 pages, excluding a cover letter of up to two pages, dividers, matrix, schedule, and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration. The Consultant's Proposal shall include the following:

Four copies of the proposal must be submitted containing the following elements:

1. A cover letter signed by an individual authorized to obligate the Proposer to fulfill the commitments contained in the proposal. The letter must include: (1) a contact for all communications pertaining to the proposal (including the firm's name, address, name of contact person, contact's e-mail and direct phone number); (2) a statement of the Proposer's understanding of the scope of services to be provided and overall ability and qualifications to conduct the work and provide services as it relates to key points of the RFP.
2. A narrative of the firm's structure and history, and form. (corporation, sole proprietorship, etc.), key personnel and structure (organization chart), credentials, background, and ownership of the firm. Include the firm's previous experience with providing on-call Public Works Inspectors.
3. List qualifications of key personnel with resumes and a breakdown of responsibilities. This section shall include the professional and technical experience, background, qualifications and any professional licensing/certifications obtained. Sufficient information shall be provided to evaluate the ability and experience for each inspector to successfully fulfill their roles.
4. A list of at least three (3) government agency references that may be contacted for verification of the respondent's experience and qualifications. References shall include name and contract information for jurisdiction including full name, title, address, phone number, brief description of project and relevance to the scope described in this Request for Proposal.
5. The proposed fee schedule in a separate sealed envelope. The fee proposal shall be formatted identically to the resource allocation matrix described herein, with rates included.
6. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
7. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Stanton.
8. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."

9. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.
10. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
11. A resource allocation matrix **must** be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. The resource allocation matrix and the project design schedule are required of both the primary consultant, as well as any sub-consultant. In addition, (any)applicable support services consultant geotechnical must list the type and number of test, and hours being proposed, as well as the type and number of hours (resource allocation matrix) of survey work within the Proposal. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration.
12. The resource allocation matrix shall include in addition to any tasks the Consultant chooses to list shall include but not be limited to the Project Report, Meetings, Traffic Study, Hydrology/Hydraulics Study, Storm Water Pollution Prevention Plan, Right-of-Way, As-Built Drawings, etc
13. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.
14. A statement that the Consultant acknowledges and understands that the consultant will not be allowed to change the sub-consultant without written permission from the City.

15. A statement that all charges for Consultant services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
16. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
17. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
18. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. An itemized cost breakdown for the work described herein must be submitted in a separate sealed envelope as part of your Proposal submittal. All extra work will require prior approval from the City. The cost for Title Reports shall show cost per Title Report with an extended cost to aid in determination in the amount of the contract. The City will only pay for the actual amount of the Title Reports obtained.
19. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
20. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
21. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.

SECTION V. SELECTION CRITERIA

The proposals will be evaluated on the following factors, but may not be limited

to just these factors:

Staffing Capabilities / Technical Competence

Candidates shall have knowledge of the principles and practices of engineering as related to design, construction and maintenance of streets, sidewalks, drainage and other public facilities, as well as an understanding of the practices, applicable laws and state permits associated with storm water treatment and pollution prevention; the methods and materials used in the testing of construction materials; the laws, codes and standards applicable to public works construction. The inspector must have the ability to make sound decisions and communicate with others and to assimilate and understand information in a manner consistent with the essential job functions.

Past Performance Record

Experience in completion of projects of similar scope for other agencies within Southern California is desirable. Efficiency and timeliness in completion of project requirements.

Approach to Work

Methodology to be implemented to address and coordinate the various elements within the project.

Cost Control

Demonstrated ability to provide innovative and reliable solutions using available City resources.

SECTION VI. SELECTION PROCESS

Selection of the consultant will be made in accordance with the provision of Chapter 10 of the California Government Code, Sections 4526 and 4529.5. Stating that selection of professional services is made on the basis of competence and qualifications without regard to fee. The fee will be opened and evaluated after selection of the consultant is complete.

Each RFP will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP will be cause for rejection of the proposal. The City may reject any proposal if it is conditional, incomplete or contains irregularities. The City may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the consultant from compliance with the contract requirements if the consultant is awarded a contract.

The successful consultant to whom work is awarded shall, within ten (10) days after being notified, enter into a contract with the City for the work in accordance with the specifications and shall furnish all required documents necessary to enter into said contract. Failure of the successful bidder to execute the contract within said ten (10) days shall be just cause for the City to contract with the next responsible consultant.

The City may select multiple firms and or consultants to perform on call work based on availability of consultants and need for an inspector.

SECTION VII. SUBMISSION DEADLINE

In order to be considered, the Consultant must submit four copies of responses to the RFP to the following office:

Attention: Joe Ames, P.E., T.E.
Director of Public Works / City Engineer
City of Stanton
Department of Public Works
7800 Katella Avenue
Stanton CA 90680-3162

The proposal must be received at the above office no later than the date listed on the cover.

There is no expressed or implied obligation for City to reimburse firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.). Any language purporting to render the entire proposal confidential or propriety will be ineffective and will be disregarded.

The City reserves the right to retain all proposals submitted, and to use any idea in a proposal regardless of whether the proposal was selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP, unless clearly, and specifically noted in the proposal submitted and confirmed in the contract between the City and the selected firm.

All property rights, including publication rights of all reports produced by the selected firm in connection with services performed under this agreement

shall be vested in the City.

SECTION VIII. REQUEST FOR ADDITIONAL INFORMATION

To receive any written responses to Requests for Information or other addenda issued by the City to be made a part of this Request for Proposal prior to the submittal date please e-mail contact information to: JAmes@StantonCA.gov.

SECTION IX. TAXES AND LICENSES

All taxes and licenses, including, but not limited to, a Stanton City Business License, required for this work shall be obtained at the sole expense of the consultant.

SECTION X. PAYMENT TO CONSULTANT

This work is to be performed for a "Not-to-Exceed Fixed Fee."

The Consultant shall provide a "Payment Schedule" indicating the fee for individual tasks with a "Not-to-Exceed Fixed Fee" which shall be the sum of all tasks.

Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.

The City will pay the Consultant for work completed as identified in the Payment Schedule.

Progress payments shall be based on tasks performed as identified in the Payment Schedule. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.

Sub-categorization of task is permitted to better define the task for payment.

Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the "Not-to-Exceed Fixed Fee."

All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall be supporting documentation presented at the time payment is requested.

The City will pay the Consultant for all acceptable services rendered in accordance with the "Agreement for Professional Consultant Services."

When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an amendment to the agreement will be executed between the City and Consultant.

Payment will be based on hourly rate for work completed associated with each applicable task as identified in the consultant's proposal.

SECTION XI. INSURANCE

A. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.

B. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

GENERAL LIABILITY

Bodily Injury	\$1,000,000	per occurrence
Property Damage	\$ 500,000	per occurrence

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the above minimum limits.

C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than \$500,000.

D. The selected firm shall furnish the City a certificate evidencing Workmen's Compensation Insurance with limits no less than \$1,000,000 per accident and Comprehensive Professional Liability Insurance or General Liability Insurance with limits no less than \$2,000,000 per occurrence. The City shall be named as the Additional Insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy

E. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to services done by or on behalf of the named insured for the City of Stanton, it is agreed that the City of Stanton, the Community Redevelopment Agency of the City of Stanton, its officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Stanton, its officers and employees and agents, under any third party liability policy."

F. It is the consultant's responsibility to ensure that all subconsultants comply with the following: Each subconsultant that encroaches within the City's right-of-way and affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

SECTION XII. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

SECTION XIII. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing said Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

SECTION XIV. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, Consultant's Proposal, City's Request for Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

SECTION XV. GENERAL CONDITIONS

Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

The Consultant is responsible for notifying Underground Service Alert and providing proper traffic control, at no additional expense to the City.

The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserve the right to postpone reviewing the Proposal for it's own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).

The City reserve the right to reject any or all Proposal submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

Attachment: C

[Click here to return to the agenda](#)

SEWER MASTER PLAN 2021

December 1st, 2021

Prepared For:

CITY OF STANTON

Department of Public Works

Joe Ames, PE, TE

Director of Public Works/City Engineer

7800 Katella Avenue

Stanton, CA 90680-3162



N|V|5

163 Technology Drive

Suite 100

Irvine, CA 92618

Jeff Cooper, PE

Phone: 949.585.0477 | jeff.cooper@nv5.com

P27521-0007406.00

December 1st, 2021

City of Stanton
Department of Public Works
Attn: Joe Ames, PE, TE
Director of Public Works/City Engineer
7800 Katella Avenue
Stanton, CA 90680-3162

SUBJECT: City of Stanton Sewer Master Plan 2021

Dear Mr. Ames,

The City of Stanton (City) has put forth a proposed method to establish a framework for systematically identifying, planning for and implementing the necessary wastewater system improvements to accommodate the ongoing and anticipated population and development growth. The strategy that you have developed is a very smart approach because it starts with accurate data versus relying on historical documentation that may not be complete or accurate. We believe that NV5 is the team for the City to implement this strategy for a number of reasons:

Technical Approach: NV5 has assembled our key team members who bring extensive practical experience with wastewater planning and implementation. Our goal is to help the City prepare and promote a systematic and sustainable approach to efficiently and effectively manage its wastewater assets while implementing economic efficiencies. NV5 has teamed with specialty subconsultants including National Plant Services (System Cleaning and CCTV Inspection), and West Coast Civil (Hydraulic Model Update) who will apply their experience and expertise to the project.

Understanding of the City: NV5 has been serving the City since 2014. We recently provided the City with an Interim City Engineer, and have previously assisted the City with its FY 2019-20 Sewer Condition Improvements, FY 2019-20 Citywide Street Resurfacing, Beach Boulevard Beautification, Western Avenue Sewer Improvements, and Stanton Central park projects, among many others. This experience means that we understand your goals as a community, allowing us to hit the ground running with this project.

The Right Team: Our team brings extensive experience with each of the components that comprise this project. We bring boots on the ground experience with 20 years of wastewater master planning, rehabilitation and design. Understanding the full cycle from project identification through construction brings a practical approach to understanding the numbers that often need a reality check. Our proposed Project Manager, Cynthia Peraza, PE, has been responsible for developing and updating wastewater master plans, Sewer System Management Plans, Asset Management Plans, and preparing design and rehabilitation programs alongside Carmen Kasner, PE, who has both completed those same types of projects and led efforts as a Technical Advisor and performing Quality Control / Quality Assurance for these projects to assure they remain on track to success.

Tailored Approach: We at NV5 do not prepare reproductions of master plans by taking the last one we prepared and making some changes. We listen to our clients, dig into your issues and concerns, and develop an approach tailored for your community. Our experience has allowed us to identify opportunities to implement efficient and cost saving methods, which we will bring to your project.

NV5 is looking forward to working collaboratively with the City as it continues to proactively manage its wastewater assets. We are eager to apply our knowledge and experience as the City looks towards its continued growth. NV5 is aware of the City's needs, and more importantly, its expectations with this project. Coupled with our extensive experience, NV5 is the right team for your project. Thank you for considering our qualifications for this important effort.

This proposal is valid for a period of 90 days. NV5 has read and will comply with all terms and conditions of the RFP. If you have any questions about our qualifications or about this proposal, please contact me at 949.585.0477 or jeff.cooper@nv5.com or our proposed Project Manager, Cynthia Peraza, PE at 949.585.0477 or cynthia.peraza@nv5.com.

Sincerely,
NV5, Inc.



Jeff Cooper, PE
Principal in Charge



Cynthia Peraza, PE
Project Manager

ABOUT NV5

NV5 is a firm of professionals that direct their talents and experience into creating better solutions. Founded in 1949, we have served both public and private clients throughout Southern California. Our focus is on communities and our mission is to use engineering to improve the quality of those communities.

Our services are traditional—planning, surveying, water and wastewater engineering, construction management and construction support—but our attitude, approach, and delivery are unique, and the result is that we go above and beyond in a way that provides our clients with better project outcomes. With a combined staff of over 500 engineers, surveyors and support personnel in our 8 Southern California offices (including Anaheim, Irvine, Long Beach, Ventura, Palm Desert, Murrieta, Oceanside, and San Diego), we are capable of providing high-quality consulting throughout the area. Some of the services we commonly provide include:

- Water and Wastewater Engineering
- Master Planning
- NPDES Services
- Hydraulic Modeling
- GIS and CADD Support Services
- Surveying, Staking, and Mapping
- Extension of Staff for Municipal Clients
- On-Call Plan Check & Inspection Services
- Site Civil Engineering
- Flood Control and Drainage
- Program Management

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Fee Proposal (under separate cover)	

GENERAL FIRM INFORMATION

- » **Firm Size:** 500+ employees (Southern California) / 4000+ (firm-wide)
- » **Length of Time in Business:** 72 years
- » **Organization Structure:** California Corporation

PRIMARY CONTACT INFORMATION

Jeff Cooper, PE
Principal-in-Charge
100 Technology Drive,
Suite 100
Irvine, CA 92618
P: 949.585.0477
E: jeff.cooper@nv5.com

OWNERS/PRINCIPAL PARTIES

- » Dickerson Wright, CEO/President
- » Edward Codispoti, CFO/Treasurer
- » Richard Tong, Co-Secretary/Exec. VP
- » Mary Jo O'Brien, Co-Secretary/CAO
- » Alexander Hockman, President
- » Todd George, Vice President
- » Carmen Kasner, Vice President
- » Jeffrey Cooper, Vice President

LOCAL KNOWLEDGE

Through NV5's previous experience with public agencies throughout Southern California, we have a thorough understanding of local laws, design criteria, standards and permitting requirements. We have also successfully coordinated many projects involving multiple stakeholders such as utility companies, regulatory and municipal agencies.

SUBCONSULTANTS

- West Coast Civil, 10650 Trenea Street, Suite 104, San Diego, CA 92131
- National Plant Services Inc, 1461 Harbor Avenue, Long Beach, CA 90813-2741

PROJECT TEAM

NV5 has assembled a team of highly qualified professionals to meet your project needs. Team members have been selected based upon their experience with the anticipated projects, their knowledge of the local area, and their ability to serve the City's needs for this contract. **All team members are available and committed to work on this contract—team members will not be replaced without prior written notice to the City.** The

staff proposed for this contract represent just a sampling of the deep in-house resources available.

The organization chart on the next page depicts the overall team structure for this project.

TEAM MEMBER EXPERIENCE	Wastewater Master Plans	Asset Management Plans/Programs	Sewer System CCTV Inspection/Assessment	GIS Development and Integration	CIP Development/Implementation	Wastewater Systems Design/Phasing/Analysis	Regulatory Compliance	Sewer System Management Plan
Jeff Cooper, PE	◆	◆	◆	◆	◆	◆	◆	◆
Carmen Kasner, PE	◆	◆	◆	◆	◆	◆	◆	◆
Cynthia Peraza, PE	◆	◆	◆		◆	◆	◆	◆
Julian Palacios, PE	◆		◆		◆	◆	◆	◆
James Owens, PE, LEED AP	◆		◆		◆	◆	◆	◆
Jerome Watts, PE	◆		◆		◆	◆		
Amy Storey, LEED AP		◆	◆	◆	◆	◆		



Jeff Cooper, PE, will serve as **Principal-in-Charge.** Jeff will provide oversight and expertise with

his over 40 years of experience providing management of similar plans throughout Southern California.



Carmen Kasner, PE will serve as our **Quality Assurance/Quality Control Manager and Technical Advisor.**

Carmen offers vast insight into inventory development and condition assessment of agency assets.



Julian Palacios, PE, will provide CIP and condition assessment support, bringing his extensive

experience with public agency wastewater projects throughout Southern California.



Cynthia Peraza, PE, will serve as the **Project Manager.** She currently serves in this role for several recent and

ongoing sewer master plans for cities in Southern California and, as such, is thoroughly familiar with the standards and expectations of cities.



James Owens, PE, LEED AP has experience that spans a variety of water and wastewater projects

that include conceptual design, planning financing and design phases. James will support efforts associated with development of the CIP projects and Master Plan.



Jerome Watts, PE, is NASSCO certified and has performed condition assessments and supported hydraulic

model efforts for master plan updates. He will be performing the condition assessment of infrastructure and supporting development of the Master Plan.



Amy Storey, LEED AP, has 17 years of experience providing geodatabase design, GIS web mapping and applications

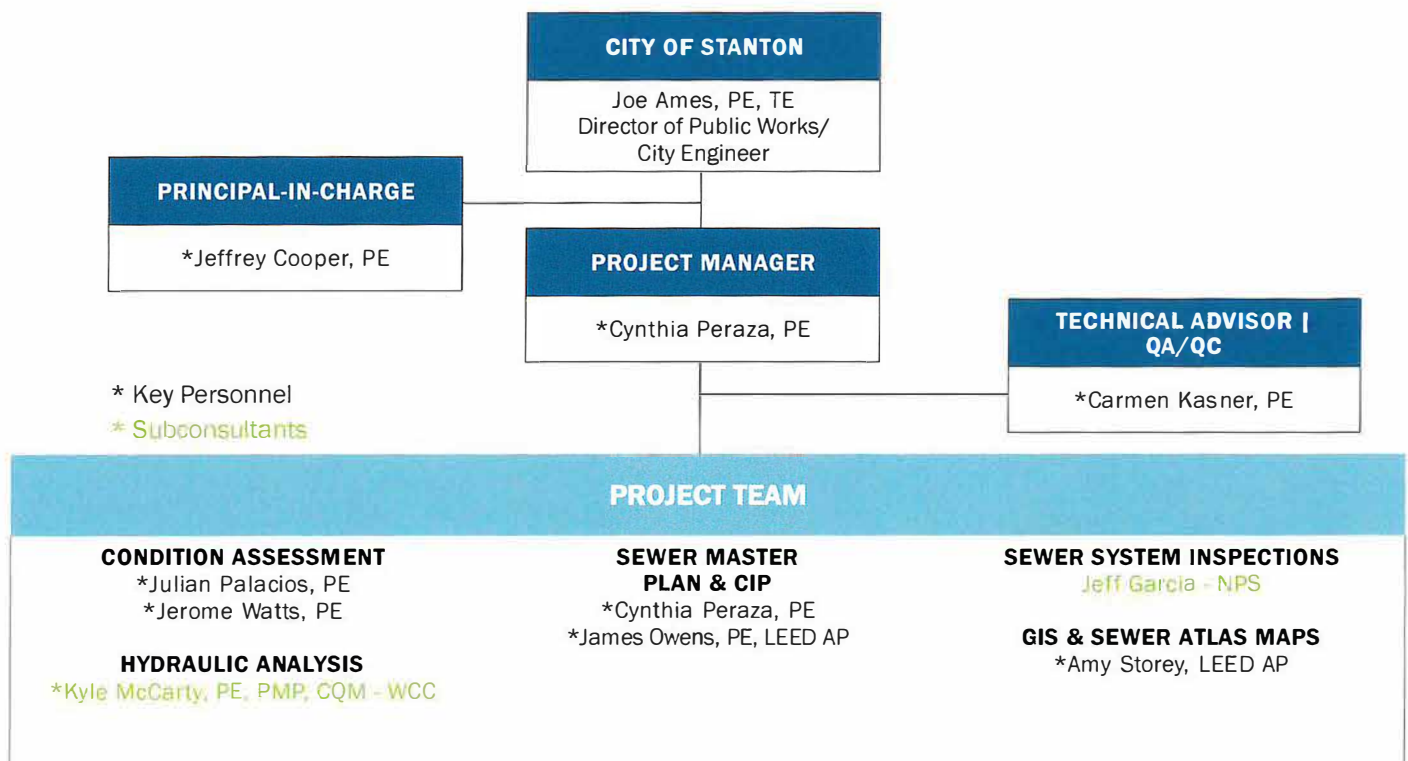
development, GIS analysis, data acquisition and conversion, project management through GIS MapBooks as well as drafting and Civil3D experience. Amy will be instrumental in developing the City's GIS.

SUBCONSULTANT TEAM AND EXPERIENCE

NV5 routinely uses subconsultants to enhance our capabilities and ability to perform. For this project, we have selected **West Coast Civil (WCC)** for development of the dynamic hydraulic model and support with identifying CIP projects and **National Plant Services (NPS)** for their expertise in performing CCTV inspections. West Coast Civil (WCC) is a minority business enterprise that specializes in a wide variety of projects, including Sewer Master Planning. **WCC has a proven track record of performance as a subconsultant to NV5 over the last 10-15 years, including with the City of Coronado Sewer Master Plan and the City of La Mesa Sewer System Master Plan Update.** NPS operates as a full service sewer and storm drain cleaning, inspection and maintenance contractor and has served several agencies including the City of Los Angeles, Los Angeles County Department of Public Works and the Los Angeles County Flood Control District.

ORGANIZATION CHART

The project team, illustrated in the organizational chart below, will be under the overall administration of Cynthia Peraza, PE, as Project Manager, who has managed and prepared multiple master plans for various agencies in Southern California. Together with Carmen Kasner, PE, QA/QC and Technical Advisor, their experience, familiarity with Southern California municipal agencies, and development of master plans to prioritize the City's existing and future sewer capacity and rehabilitation needs, and to fully comply with the state and regional requirements, supports an efficient, cost-effective smoothly run project. The project team we have assembled has worked together on a variety of projects that are similar in nature to the City's project. **If one or more of NV5's staff should become unavailable, NV5 may substitute other staff of at least equal competence only after prior written approval by the City.**



KEY PERSONNEL EXPERIENCE ON SIMILAR PROJECTS

Over the years, NV5 has achieved an enviable reputation for a high level of quality, integrity, and responsiveness to our clients. Because of this, we attract individuals who are excited by their work. Our commitment to quality is reflected in every job we do.

We have assembled a team of highly qualified professionals in the required disciplines for your project. The qualifications table below shows our key personnel and their roles on similar projects. Complete resumes are provided in the Appendix.

KEY PERSONNEL/ ROLE	POSITION IN FIRM/YRS OF EXPERIENCE	RELEVANT EXPERIENCE
Jeff Cooper, PE Principal in Charge	Managing Engineer 40 years	<ul style="list-style-type: none"> » City of Laguna Beach Sewer Siphon Replacement » City of Burbank Third Street and Olive Avenue Sanitary Sewer Main » City of Lomita Master Plan Update and Urban Water Management Plan
Carmen Kasner, PE Technical Advisor, QA/QC	Regional Managing Director 31 years	<ul style="list-style-type: none"> » City of Cardiff and Encinitas Sewer Master » City of Poway Sewer System Master Plan » City of El Cajon Sewer System Management Plan Update » City of Encinitas Citywide Asset Management Plan and Rate Study » City of Oceanside Sewer System Management Plan
Cynthia Peraza, PE Project Manager, Sewer Master Plan and CIP	Assistant Regional Managing Director 27 years	<ul style="list-style-type: none"> » City of Cardiff and Encinitas Sewer Master Plans » City of La Mesa Wastewater Collection System Master Plan Update » City of Encinitas Citywide Asset Management Plan and Rate Study » City of Pomona Sewer System Management Plan Development » City of Coronado Wastewater Master Plan and Rate Update » Cucamonga Valley Water District Sewer System Management Plan Development » City of Anaheim Sewer System Management Plan Update/Audit » Inland Empire Utilities Agency CCTV Pipeline and Manhole Inspection and Assessment
Julian Palacios, PE CIP and Condition Assessment	Engineering Manager 21 years	<ul style="list-style-type: none"> » City of Encinitas Citywide Sewer Master Plan Update and Sewer Rate Study » City of National City Sewer Master Plan Update » City of El Centro Water and Wastewater Master Plan » Grossmont Cuyamaca Community College District Utility Master Plan Update » Miramar College Water System Evaluation and Design
James Owens, PE Sewer Master Plan and CIP	Engineering Manager 20 years	<ul style="list-style-type: none"> » City of El Centro Water and Wastewater Master Plan Amendment » City of Port Hueneme Wastewater Collection System Master Plan » City of Bishop Water and Wastewater Master Plan » City of Seely Water and Wastewater Master Plan
Jerome Watts, PE Sewer Master Plan and CIP, Condition Assessment	Engineer 3 years	<ul style="list-style-type: none"> » City of National City Sewer Master Plan Update » Santa Margarita Water District Condition Assessment of High Priority Sewer Pipelines
Amy Storey, LEED AP GIS Development, Atlas Maps	Senior Engineer 17 years	<ul style="list-style-type: none"> » City on National City Sewer and City-Wide GIS updates » City of El Cajon Citywide Sewer System Smoke Testing
Kyle McCarty, PE, PMP, CQM (WCC) Sewer Master Plan, CIP, Hydraulic Analysis	Principal Engineer 17 years	<ul style="list-style-type: none"> » City of Coronado Wastewater Master Plan and Rate Update » City of Poway Wastewater Master Plan » City of Escondido Water, Wastewater and Recycled Water Master Plan » City of La Mesa Sanitary Sewer Master Plan
Jeff Garcia (NPS) CCTV Inspections	Vice President 19 years	<ul style="list-style-type: none"> » City of Arcadia Citywide CCTV Inspection » City of San Gabriel City Wide Sewer Line CCTV Inspection » LA County Department of Public Works 75 Mile Sewer Pipe CCTV

UNDERSTANDING

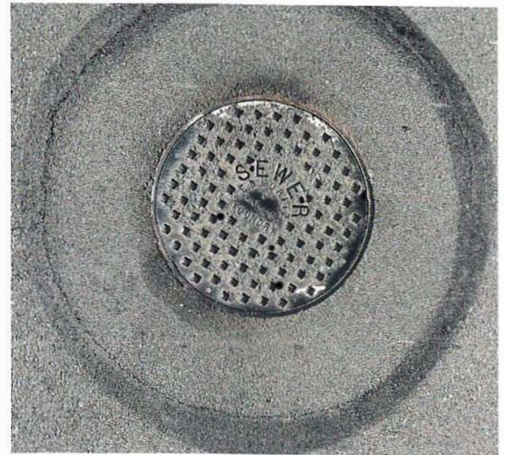
The City of Stanton's (City's) previous Master Plan was updated in 2013 and the City is seeking to perform a comprehensive Sewer Master Plan (Master Plan) Update to reflect growth in development, modifications to the wastewater system, and ongoing water conservation efforts.

Additionally, updating the Master Plan will serve to reevaluate the City's existing and future sewer capacity and rehabilitation needs, provide recommendations for improvements and prepare a preliminary opinion of probable cost for the proposed improvements. The Master Plan Update will include a description of the methodology used to complete the study and provide an overall representation of the condition of the City's wastewater collection system and future capacity needs. The findings will be used to determine future financial needs to implement the improvements identified.

The City continues to work to proactively and systematically maintain its wastewater infrastructure and assure an appropriate level of services to its customers. The City's system includes approximately 55.4 miles of wastewater collection system gravity mains and pipelines and approximately 550 manholes.

In addition to providing City staff with information that can be used for planning, management, and operation and maintenance of its wastewater system to assure an appropriate level of service, an update of the Master Plan will ultimately allow the City to:

- Address capacity issues through the update of the hydraulic model
- Strategically and systematically prioritize existing and projected improvements
- Reduce the occurrences of emergency repairs
- Extend asset service life
- Minimize cost of operating, maintaining, and renewing assets
- Direct budgeted resources toward sustaining the performance of assets
- Facilitate development of funding and revenue plans



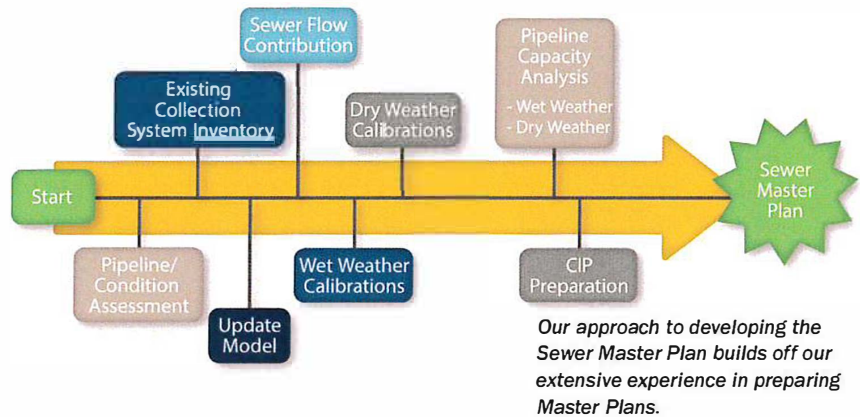
OBJECTIVES

NV5 presents our understanding of the City's objectives for development of a comprehensive Master Plan Update, which include:

- Evaluating the hydraulic capacity of the wastewater collection system
- Evaluating the condition of the system through by performing CCTV inspections of the wastewater system
- Verifying the accuracy of the existing sewer infrastructure data
- Determining the ownership of all sewer lines and maintenance responsibilities of the City of Stanton
- Preparing an update to the City's GIS and sewer Atlas Maps
- Evaluating the effective remaining life of the system
- Developing a comprehensive prioritized Capital Improvement Program for a 10 year planning horizon
- Incorporating the needs that align with the City's General Plan
- Evaluating the status of the regulatory permits (Waste Discharge Requirements)
- Apprising City staff of the latest Federal, State, and Local Regulations as they pertain to the wastewater collection system

PROJECT METHODOLOGY AND APPROACH

NV5 further highlights our key areas of understanding to meet your project goals and we present our project methodology and approach to complete your Master Plan Update. Our proposed methodology and technical approach, summarized in the following sections and illustrated in the figure below, will maximize value from the process to develop a sustainable process for long-term Operation and Maintenance (O&M) needs. Our approach will help guide the City towards its objectives of proactive and sustainable wastewater management, service reliability, predictive maintenance and replacement programs and developing and maintaining an acceptable level of service. The anticipated level of effort can be found in our separately submitted fee breakdown.



PROJECT MANAGEMENT

NV5 understands the importance of maintaining the project schedule. Our firm's successful history is integrally tied to meeting our client's deadlines. We achieve these results by designing not only the project deliverable but also the project management process. NV5 will start with a clearly defined program, involve decision makers, schedule progress meetings with clearly defined agendas and action items, and establish and adhere to project milestones

PROJECT MANAGEMENT APPROACH

Every project requires oversight and management to stay on task and on schedule. NV5 will work closely with City staff in the most complete, cost-effective, and efficient manner to keep the project tasks focused. Our Project Manager, Cynthia Peraza, PE, will be the direct, day-to-day point of contact for City staff. She is a very hands-on project manager and understands the details of design and City processes, as well as having the experience to see the big picture of any project.

Progress and resolution of schedule issues will be communicated through regular in-person meetings, e-mails and telephone contact, and will be supplemented by monthly written progress reports. Through our extensive engineering experience on complex projects, NV5 has developed proven schedule measures and tools to maintain project momentum and successfully complete projects on-time. Some of these measures include:

- Holding regular resource allocation meetings
- Listing action items and following up weekly or more frequently as required
- Conducting monthly progress meetings
- Budget tracking
- Regularly updating the schedule
- Progress reporting
- Prepare, update and distribute monthly status reports and e-mail updates

Meetings

One (1) meeting will serve as the project kick off meeting to review scope of services, present a work plan, identify key staff, and review the project schedule. It is assumed that the meeting will be conducted by video conference and be up to two (2) hours in duration. However, if the City does have accommodations to allow proper distancing,

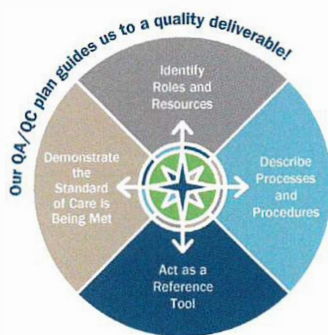
UNDERSTANDING AND APPROACH

face to face is preferred and is acceptable. In attendance will be NV5's Project Manager, Technical Advisor, our CCTV Contractor, Hydraulic Modeling Lead, and other core project team members if necessary.

NV5 has assumed up to six (6) meetings will be coordinated and attended through the project duration. At this time, and for estimating purposes, it is assumed each meeting will be conducted by telephone or video conference and be up to one (1) hour in duration exclusive of meeting preparation and follow-up meeting minute preparation effort. Work progress and schedules are fixed agenda items for all progress meetings. Meeting attendance will include NV5's Project Manager and key representatives relevant to the discussion topics including a technical representative to respond to City questions on key issues when necessary. NV5 will maintain an action item log to be reviewed and updated at each meeting, take meeting notes, develop and provide meeting minutes to City staff for review and comment within four (4) business days of the meeting. NV5 will revise the meeting minutes to reflect pertinent City comments and finalize and distribute the minutes.

QUALITY CONTROL

Accurate, complete and timely deliverables are our most important priority. Therefore, our quality assurance and quality control plan is included and incorporated as a standard procedure that starts upon the receipt of the project's notice to proceed. NV5 will have our QA/QC manager review deliverables prior to each milestone submittal to facilitate quality submittals allowing the City to focus on the key elements of the project. We ask for the same level of commitment from all of our NV5 team members.



Our QC policy requires our lead technical staff and project manager to sign off on the deliverables and commit that they have reviewed the submittal and are accepting responsibility for the quality of the documents. A quality assurance team, consisting of QA/QC advisor, Carmen Kasner, PE, providing technical oversight who will provide guidance and independent review of deliverables. Before any submittal to the City, all draft materials are independently reviewed internally, corrected as necessary, and then produced for delivery.

Carmen has 29 years of experience in wastewater, water and recycled water master planning and has served as project manager on multiple wastewater master plans. The QA/QC process will provide a method to monitor the thoroughness of the reviews and help to identify potentially conflicting comments. As necessary, Carmen will help address and resolve any potential conflicts.

DATA COLLECTION AND REVIEW

NV5 will work with City staff to obtain and perform a thorough review of the current City-provided data, including as built drawings, City utility map sets, City capital improvement project records, the current list of projects identified in the planning horizon, O&M records, and repair and replacement records. Additionally, NV5 will review the City's General Plan, the 2021-2029 Housing Element, which will be used to analyze the potential impacts of the anticipated lands uses and population projections within the City boundary. NV5 believes interviews with City engineering and operations staff is essential in understanding the operations and conditions of the system and facilities. It is assumed that one (1) meeting with engineering staff and one meeting with operations staff will be performed. The meetings will be by video conference and be up to one (1) hour in duration exclusive of meeting preparation and summarizing the notes.

NV5 will review the City's GIS files containing asset information for the wastewater facilities. It is assumed the City will provide the information electronically and that files will contain data pertinent to the wastewater collection system including gravity pipelines and manholes. For gravity pipelines it is assumed the shape-files will contain attribute data including but not limited to the unique asset identified assigned to each pipeline and manhole, pipeline length, material and diameter, slope, invert elevations, year of installation, respective repair and maintenance information, and other historical information. For manholes, it is assumed that information contained in the shape-files includes but is not limited to year of installation, depth, and respective repair and maintenance history.

UNDERSTANDING AND APPROACH

Confirm System Ownership and Maintenance Responsibilities

As the City's sewer service area is within the Orange County Sanitation District's (OCSD's) service area, NV5 will review information available and provided by the City to confirm limits ownership and maintenance responsibilities between adjoining agencies which may including the cities of Anaheim, Buena Park, Garden Grove, Cypress, and Westminster.

Deliverables:

- Summary of the findings of information reviewed

FIELD INVESTIGATIONS

NV5 understands the City desires to have the entire sanitary sewer (55 miles) collection system inspected using Closed Caption Television (CCTV). For inspection of the City's twelve (12) siphons, it is assumed that only the down leg and up leg of the siphons will be inspected. The inspections will be conducted in compliance with National Association of Sewer Service Companies (NASSCO) standards. NASSCO condition and defect data, compliant with Pipeline Assessment Certification Program (PACP) standards and approved by the City, will be used to capture the information in a database that can be associated with each pipe asset. National Plant Services (NPS) staff is trained and NASSCO PACP certified and will meet the requirements as set forth in the RFP.

Our inspection subconsultant, NPS, has the expertise to provide the inspection services required for this project. They use remote control cameras to document the general pipe condition system defects, and to conduct manhole inspections. While this effort for the inspection of the manhole is not included as part of this project, the inspections can be included as an additional task and fee should the City chose to include these inspections as part of the project.

Inspection Set Up and Coordination

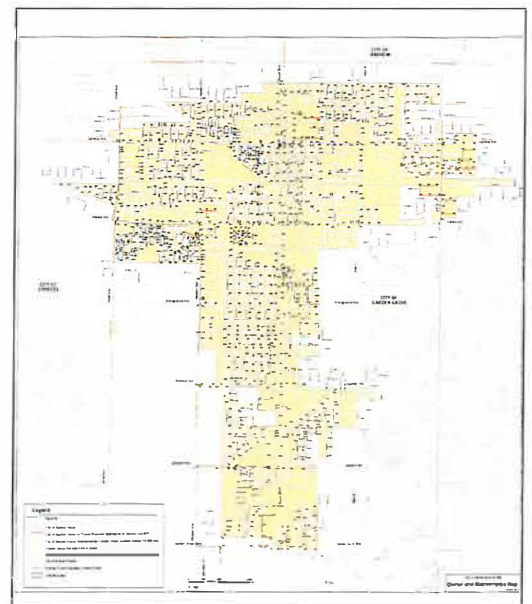
NV5 will work with our subconsultant and City staff to prioritize the facilities for inspection which may include the older areas and larger diameter pipes. NV5 will work with NPS to assemble inspection areas into task areas to facilitate efficient inspection of the pipelines. Using the City's existing Atlas Maps, NV5 will coordinate the inspections and maps will be shared with the crews performing the inspections.

It is assumed that all pipe segments are readily accessible. However, if after review of City provided data, it is determined there may be pipe segments where bypassing and/or sewer overflow response plans may be required to obtain the best inspection data, NV5 will notify the City and subsequent procedures will be discussed and determined. For purposes of developing this scope of services and the associated fee estimate, it is assumed all pipelines are accessible, will not require night time work, bypassing, nor a sewer overflow response plan.

Reconnaissance

Using the City's existing Atlas Maps, the NV5 team will conduct field reconnaissance to obtain specific site information about access constraints, potential issues with accessibility of manholes, such as those located in easements, requiring special tools/keys for lock removal, required access codes, or those requiring coordination with City staff.

Reconnaissance information that will require coordination and scheduling efforts with City staff will be provided to the City project manager to avoid project delays. Based on initial review of information, we anticipate that manholes to access the pipelines are visible and accessible.



UNDERSTANDING AND APPROACH

CCTV Inspections

The CCTV inspection data will be collected using the latest version of the Granite software (Granite Net) developed by CUES. It is assumed the pipelines will not be cleaned prior to performing the inspections.

The CCTV inspections will serve to document the existing infrastructure, visible structural defects including, misalignments, offset joints, cracked pipeline, rooting levels and other pertinent observations. For consistency, the CCTV video inspections will be conducted to include information displayed on the screen during the inspections, including date, direction of inspection, starting manhole, ending manhole, etc. The information collected will be assembled and included in a comprehensive database to allow for integration with the City's CMMS should the City choose. NV5 will document inconsistencies in the data captured using CCTV and what is noted in the GIS and notify the City of the of necessary updates.

Traffic Control

Traffic control will be provided by NPS during inspection of the pipelines which will conform to requirements of the current WATCH or CA MUTCD. NPS will set up proper traffic control including in heavy traffic areas that may require the use of properly trained flagmen or a more extensive traffic control set up. Where necessary, NV5 will coordinate with the City to place No Parking signs up to 72 hours prior to inspections. NV5 assumes the City will provide the required traffic control plans and No Parking signs should they be required. Where traffic control permits may be required, NV5 will coordinate with the City and it is assumed permit fees will be incurred by the City.

Confirm Inspection, Condition Assessment and Rating System.

Prior to commencing inspections, NV5 will confirm the methodology to be used for assessing the condition of the pipelines including the assessment methods, and how the proposed scoring/ranking will be performed. A summary documenting the condition assessment findings and recommendations for the sewer pipelines will be prepared in tabular format that can be integrated into the City's GIS. The summary will include the following:

- City provided asset ID and other pipeline attributes
- Recommended rehabilitation methods
- Assessment condition scoring/ranking

NV5 team members are NASSCO certified and thoroughly trained in identifying the defects to attain objective and consistent results. NV5 will review the CCTV videos of the 55 miles televised to assure the quality of the video and confirm documentation of the noted defects, lateral locations, and assess the condition of the pipeline.

Deliverables:

- Summary of condition assessment and recommendations
- CCTV Video Inspections, Digital Format
- Pipeline Inspection Reports, Digital Format

Observation	Severity Ranking				
	A	B	C	D	E
Cracks • Circular • Longitudinal • Multiple	No Action	No Action or Rehabilitate	No Action or Rehabilitate	Rehabilitate	Rehabilitate or Replace
Broken Pipe	No Action	No Action or Rehabilitate	Point Repair or Rehabilitate/ Replace	Point Repair or Rehabilitate/ Replace	Immediate Point Repair
Joints - Offset	No Action	No Action or Rehabilitate	Point Repair or Rehabilitate/ Replace	Point Repair or Rehabilitate/ Replace	Point Repair and/or Rehabilitate/ Replace
Joints - Separation	No Action	Rehabilitate	Rehabilitate	Point Repair or Rehabilitate/ Replace	Rehabilitate or Replace
Roots	No Action	Clean and Rehabilitate	Clean and Rehabilitate	Clean and Rehabilitate	Clean and Rehabilitate/ Replace
Debris Accumulation	No Action	Clean	Clean	Clean	Clean
Erosion (typical concrete pipe)	No Action	Rehabilitate	Rehabilitate or Replace	Rehabilitate or Replace	Replace
Mineral Deposits	No Action	No Action or Rehabilitate	Point Repair or Rehabilitate/ Replace	Rehabilitate	Rehabilitate
Infiltration	No Action	No Action or Rehabilitate	Point Repair or Rehabilitate/ Replace	Rehabilitate	Rehabilitate
Sag	No Action	No Action	Any Option	Replace	Replace
Flow Capacity	No Action	No Action	No Action	Evaluate Capacity	Evaluate Capacity

Example of recommendation criteria developed.

SEWER SYSTEM FLOW DEVELOPMENT

The following tasks describe the update of the sewer system hydraulic model and preparation of a capacity analysis. The tasks include determining base RDII, the design storm event, development of future flow forecasts, model creation and calibration, and identification of capacity projects.

Sewer Flow Projections

Using water use records from Golden State Water, the City's water purveyor for the City's service area, we will compare a "return-to-sewer" flow rate for various land uses based on water consumption. Coupled with existing residential and non-residential population estimates, information contained in the City's General Plan, regional planning information for future population estimates, the NV5 team will confirm residential, non-residential, and per-capita unit generation rates. The NV5 team will coordinate with the City's Planning Division regarding land use and potential developments that will impact the sewer system to establish the existing and projected connected parcels and develop Equivalent Dwelling Unit (EDU) growth projections for the 10 year planning horizon. Residential and commercial flow factors will be confirmed, compared against other municipalities, and ultimately confirmed by City staff. Working with City staff, NV5 will apply design criteria for determining and defining average and peak flow conditions, and incorporate acceptable allowances for I&I.

CAPACITY ANALYSIS

The following tasks describe the preparation of a capacity analysis, which includes review of background data, development of future flow estimates, model update, model calibration, future model forecasts, and identification of capacity projects. It is assumed the City will provide NV5 with a copy of the City's comprehensive and current Info-Sewer hydraulic model. It is assumed the model was developed using the City's most current GIS information. NV5 has identified the following critical steps for updating and preparing an accurate model.

Land Use/Model Loading

Model loading consists of three (3) components, including populations, unit factors, and diurnal curves. Residential and employment populations will be obtained from regional planning agencies for the sewer drainage basins, delineated as part of the model update. Populations will be applied to unit generation factors to confirm and update an average inflow at specified manholes. The average inflow will then be applied to time-varying dimensionless hydrographs or diurnal patterns and input into the model to be routed through the sewer system. NV5 will review the sewer drainage basins, if any, evaluate residential and employment factors, and confirm diurnal patterns or residential and employment populations.

The analysis will incorporate land use based on the City's General Plan, and information from the 2021-2029 Housing Element to allow for the evaluation of the impacts to the infrastructure.

EDU Projections

NV5 will use the City's billing database coupled with the residential and non-residential population estimates, information contained in the City's General Plan, the 2021-2029 Housing Element to determine residential and non-residential per-capita unit generation rates. NV5 will confirm the existing and projected connected parcels to the system and develop EDU growth projections for the 10 year planning horizon.

Inflow & Infiltration

With climate change occurring, NV5 will determine the intensity duration of recent storms and compare to the pertinent storm events. An evaluation of the I&I under storm events will be performed to determine if I&I reduction has taken place due to City-implemented condition rehabilitation projects. Additionally, NV5 will determine the appropriate I&I factors to be used to update the model. Flow estimates for the 10 year planning horizon will be developed.

UNDERSTANDING AND APPROACH

MODEL UPDATE AND CALIBRATION

NV5 will develop a well-calibrated model to utilize in determining the capacity capital improvement projects and will:

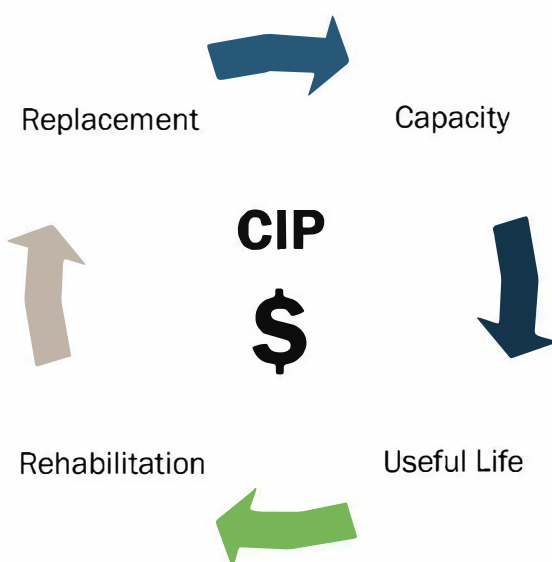
- Input residential and employment diurnal patterns.
- Summarize basin residential and employment populations and input into the model.
- Input I&I factors.
- Calibrate unit use factors and diurnal patterns to flows within 5% of the peak flow and 10% of the volume.
- Calibrate the model for existing dry weather and wet weather conditions.
- Conduct an existing wet weather analysis to evaluate the potential impact of a design storm occurring with existing flows.

Once calibrated, the model will be utilized to analyze existing and projected capacity constraints to identify existing and potential deficiencies. NV5 will evaluate the sewer system capacity analysis of existing system conditions under peak flow and identify system deficiencies for the 10 year planning horizon and identify future relief and/or replacement sewers to meet future wastewater flow conditions.

WASTEWATER CAPITAL IMPROVEMENT PROGRAM

Development of cost-effective improvement projects need to consider not just capacity, but also current condition, operation and maintenance costs, and anticipated growth. NV5 prides itself on developing CIPs that provide our clients the best “bang for the buck.”

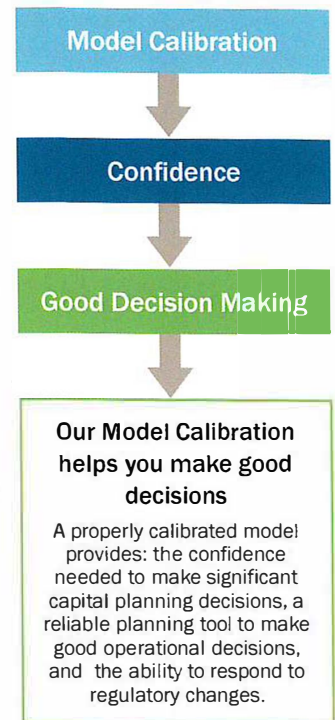
While hydraulic models will determine capacity constraints within the system, just as important is identification of assets that are nearing their useful life and that may not have capacity issues. A thorough evaluation of the system condition to determine the life cycle of the existing infrastructure will assist in budgeting long-term replacement and rehabilitation costs. It is assumed that the City's GIS information includes installation dates to be used to determine the system life cycle.



Using the findings from our data research and field investigations, NV5 will develop the CIP necessary for the proper and efficient management of the citywide sewer infrastructure. The CIP will document the capacity and condition related deficiencies and will serve as a basis for developing the plan for the wastewater collection system.

To develop a prioritized improvement schedule, projections of the identified improvements will be developed and a risk-based replacement and rehabilitation strategy, to enable maintenance of the sewer system in a satisfactory structural condition over a 10-year planning horizon, will be established.

Identified priorities will be incorporated into a comprehensive replacement and rehabilitation plan and schedule for the implementation over the City's 10-year horizon. NV5 will prepare estimates of probable construction costs necessary to perform the recommended repairs for the system pipelines. An estimated cost for the anticipated expenditures will be prepared and include the appropriate Consumer Price Index (CPI). The CIP will be summarized in tabular format and include asset information including, pipeline size, material, slope, capacity status, and design flows.



Our Model Calibration helps you make good decisions

A properly calibrated model provides: the confidence needed to make significant capital planning decisions, a reliable planning tool to make good operational decisions, and the ability to respond to regulatory changes.

UNDERSTANDING AND APPROACH

NV5 will develop a phased master spreadsheet of the CIP projects based on the recommendations and weighing of costs and benefits. The spreadsheet will serve to be dynamic and allow City staff to update as local conditions change, development occurs, coinciding improvements are identified (i.e. street improvements), and as additional pipeline condition analyses are completed.

Deliverables:

- Prioritized CIP including a description of the deficiencies, recommended improvements and cost estimates

MASTER PLAN UPDATE

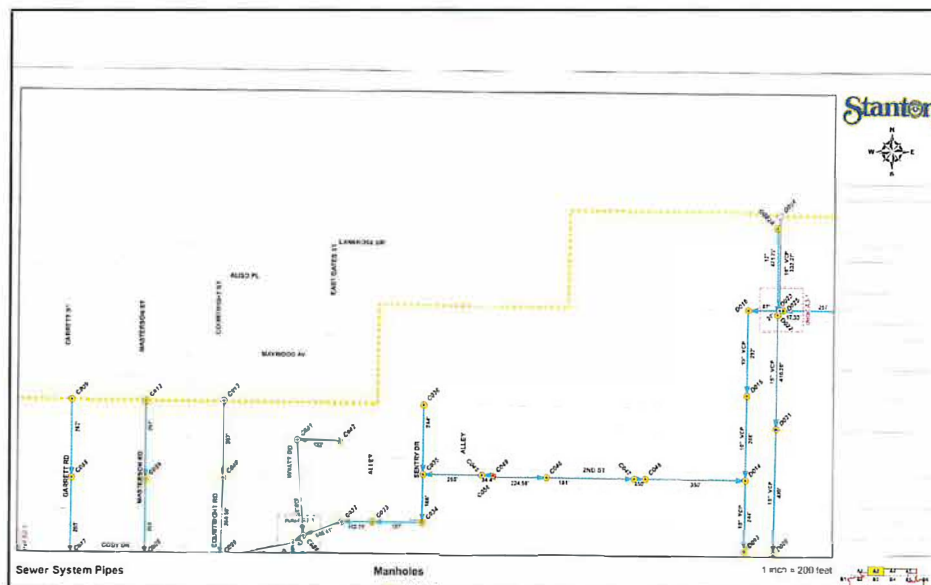
The work performed in the previous task will be compiled into a comprehensive planning document. NV5's approach includes developing a report outline that will address all key items developed and be fine-tuned based on ongoing discussions with the City. The Master Plan Update will include the findings from previous tasks as well as the items specifically listed in the RFP.

Deliverables:

- Draft Sewer Master Plan
- Final Master Plan Update and associated documents

UPDATE SANITARY SEWER SYSTEM GIS AND ATLAS MAPS

Our geospatial professionals have the knowledge and resources to provide a well-rounded and holistic approach to the development of geospatial solutions. Our goal is to make complex data environments more usable, intuitive, and effective for users at all levels of your organization. Using the City's GIS data and software, NV5 will review existing GIS wastewater layer and atlas maps. NV5 will work with City staff to update and populate fields where information is incorrect, incomplete or missing, and include a digital orthophoto background. Information obtained through field investigations that differs from the information contained in the GIS files will be shared with City staff. Upon confirmation, NV5 will update the GIS file to reflect the field conditions. It is assumed up to twenty-four (24) hours will be required for this effort. The Atlas Maps will reflect updated information and will graphically represent the location and interconnectivity of the City's wastewater collection system assets. The maps will depict the location of gravity sewer and manholes.



UNDERSTANDING AND APPROACH

Using data conversion tools, NV5 will extract asset data from the geodatabase and develop the atlas maps to provide the City staff to use to schedule and perform work systematically and efficiently. In addition to the information currently displayed on the maps, NV5 will include the following attributes:

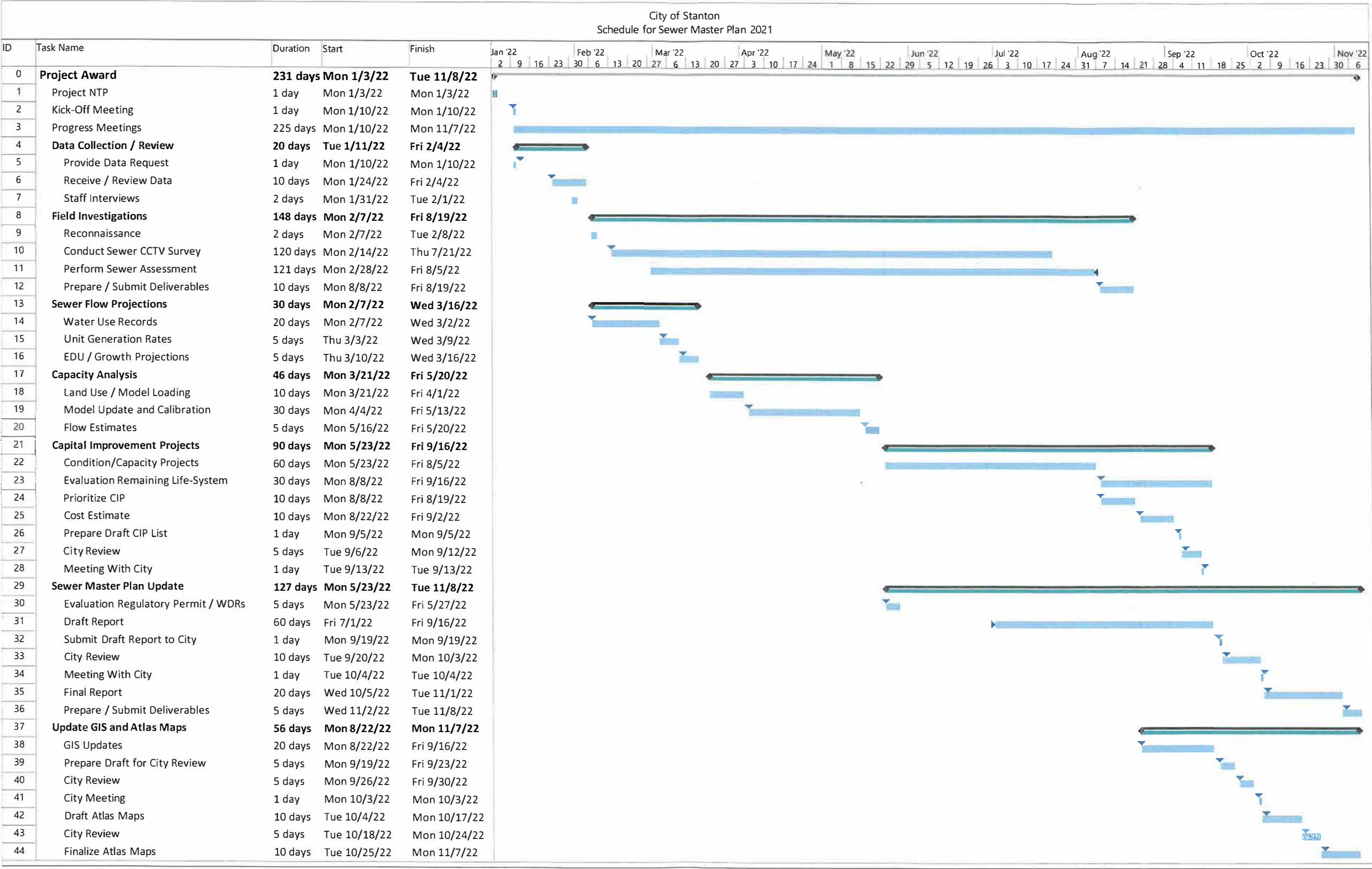
- Sewer pipe diameter, depth, slope, material
- Manhole IDs, invert depths, and current condition ratings (structural and/or O&M)
- Flow direction indicators
- Indication of private lines and sewer easements

It is assumed that one (1) round of comments received from City staff will be incorporated and the atlas map pages will be finalized.

Deliverables:

- A draft copy of one (1) sample atlas map page in electronic format, and one (1) 11 x 17 hard copy will be submitted for the City's review and comment.
- Electronic copy of each map in PDF format, and an electronic copy of the GIS project files used to create the map layouts. The GIS files will be in a format that can be used by City staff to reproduce the maps.





RESOURCE ALLOCATION MATRIX

NV5

NV5

TASK-DESCRIPTION			LABOR CODE/STAFF HOURS								
Phase	Task	Task/Sub	OSPP	OSMP	OSMP	OSSP	OSJP	OSPA	OSSCT	OSCT2	HOURS
		Project Management									
		Kick-Off Meeting	2	2	2		2				8
		Project Status Meetings (Assume 6)		6	6	6	10	6			34
		Project Management / Coordination / Schedule		20				12			32
		Subtotal									74
		Data Collection and Review									
		Data Coordination and Management		4							4
		Review General Plan/Housing Element			2		2				4
		Review CIP Projects / Records / Atlas Map(s)			4	2	4		1	2	13
		Review O&M Records				1	2				3
		Review Condition Projects			1	1	2				4
		Review Existing Hydraulic Model				1	2				3
		Review GIS Files / Information					2		2	4	8
		Staff Interviews (Ops and Engineering)			2		4	2			8
		Confirm Owership/Maintenance Responsibilities				1	2				3
		Subtotal									50
		Field Investigations									
		Inspection Set Up / Coordination with Contractor			1		4				5
		Reconnaissance					20				20
		Confirm Condition Assessment / Rating System			1		2				3
		NPS - CCTV Inspections									0
		NPS CCTV Siphons									0
		Review CCTV Videos / Perform Assessment (55 miles)			2	12	600	8			622
		Prepare Deliverables			2		16	8			26
		QA/QC	2								2
		Subtotal									678
TOTAL - THIS PAGE			4	32	23	24	674	36	3	6	802
TOTAL - ALL PAGES			20	32	48	66	1028	72	22	126	1,414

RESOURCE ALLOCATION MATRIX

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NV5

TASK DESCRIPTION			LABOR CODE/STAFF HOURS								
Phase	Task	Task/Sub	OSPP	OSMP	OSMP	OSSP	OSJP	OSPA	OSSCT	OSCT2	HOURS
			-	-	-	-	-	-	-	-	
		Sewer Flow Projections									
		Evaluation of Water Data			4	4	40				48
		Confirm Unit Generation Rates			1	1	4				6
		EDU / Growth Projections			1	2	8				11
		Coordinate with City Planning			1	2	2				5
		Evaluation of Other Municipalities			1	1	2				4
		Confirm Design Elements / Criteria			1		2				3
		QA/QC	4								4
		Subtotal									81
		Capacity Analysis									
		Land Use / Model Loading			1	2	16				19
		WCC - Model Update and Calibration									0
		Flow Estimates			2	4	24				30
		QA/QC	2								2
		Subtotal									51
		Capital Improvement Projects									
		Identification of Condition Projects			2	2	16		1	8	29
		Identification of Capacity Projects			2	2	24		1	8	37
		Evaluate Remaining Life			1	4	20		1	8	34
		Prioritize / Phase CIPs			1	2	16				19
		Cost Estimates			1	4	20				25
		QA/QC	4								4
		Subtotal									148
		Sewer Master Plan Update									
		Draft Report			4	8	120	20	4	20	176
		Final Report			2	4	40	16	2	8	72
		QA/QC	4								4
		Subtotal									252
			OSPP	OSMP	OSMP	OSSP	OSJP	OSPA	OSSCT	OSCT2	
TOTAL - THIS PAGE			14	0	25	42	354	36	9	52	532
TOTAL - ALL PAGES			20	32	48	66	1028	72	22	126	1,414

RESOURCE ALLOCATION MATRIX

NV5

NV5

TASK DESCRIPTION			LABOR CODE/STAFF HOURS								
Phase	Task	Task/Sub	OSPP	OSMP	OSMP	OSSP	OSJP	OSPA	OSSCT	OSCT2	HOURS
			-	-	-	-	-	-	-	-	
		Sewer System GIS and Atlas Map Updates									
		GIS Updates							4	20	24
		Draft Atlas Map Book Development							4	36	40
		Finalize Atlas Map Book							2	12	14
		QA/QC	2								2
		<u>Subtotal</u>									<u>80</u>

EXPERIENCE AND REFERENCES

RECENT EXPERIENCE AND REFERENCES

The NV5 team has been assisting various agencies in the development and update of agency specific Sewer Master Plans and believe that our experience is the key indicator of your project's success. NV5 understands the importance of being responsive to our clients and achieving the City's goals and objectives. Our team has demonstrated our capabilities many times over as outlined by a few projects in the table below, and we encourage you to contact our references listed.

CLIENT	PROJECT DESCRIPTION	DATES	ROLES
City of Encinitas Engineering Services Dept. 505 S. Vulcan Avenue Encinitas, CA 92024 Julie Ballesteros, PE, QSD/P Associate Engineer 760.633.2777 jballesteros@encinitasca.gov	SEWER MASTER PLAN AND SEWER RATE UPDATE <p>NV5's services on the Citywide Sewer Master Plan Update and Sewer Rate Study Update includes development of the City's wastewater hydraulic model using InfoSWMM and integrating the information contained in the City's GIS. Our team is working closely with the City staff to identify their assets that are at risk of probable failure and may become critical to their planning horizon. The probability and consequences of failure will be evaluated, including evaluating the cost of repair, social costs associated with loss of service, repair/replacement costs related to collateral damage caused by failure, legal costs, environmental costs created by a failure and other associated costs or asset losses. In a transparent rate study process, we are developing recommendations for the sewer service charges to be presented to the City Council and include recommendations for rate-based revenues sufficient for short- and long-term costs of service.</p>	2019 - 2021	Carmen Kasner, PE Principal-in-Charge and QA/QC Cynthia Peraza, PE Project Manager
City of National City Engineering and Public Works Dept. 1243 National City Boulevard National City, CA 91950 Roberto Yano Director of Public Works /City Engineer 619.336.4380 ryano@nationalcityca.gov	SEWER MASTER PLAN UPDATE <p>NV5 provided planning and sewer infrastructure condition assessment services in support of the City's CIP. Services included updating the City's 2011 Sewer System Master Plan, review of CCTV inspection videos and reports, improvements prioritization, manhole inspections, hydraulic modeling and development of a Sewer Master Plan Update. NV5 utilized historical flow data from flow meters at the connection to the City of San Diego sewer system and connections from adjacent municipalities into the City's collection system to assess current wastewater generation rates and diurnal patterns for each sewer basin to update the hydraulic model. Based on the findings of the CCTV inspection, manhole inspections, flow data and hydraulic modeling, NV5 provided recommendations to update the City's CIP for sewer infrastructure.</p>	2018 - 2020	Carmen Kasner, PE Principal-in-Charge Julian Palacios, PE Project Manager Jerome Watts, PE Project Engineer
City of El Cajon 200 Civic Center Way El Cajon, CA 92020 Yazmin Arellano Acting Director of Public Works/City Engineer 619.441.1785 yarellano@cityofelcajon.us	SEWER SYSTEM MANAGEMENT PLAN UPDATE <p>Reviewed and evaluated the City's existing SSMP prepared in compliance with the Santa Ana Regional Water Quality Control Board in 2005 in compliance with the General Waste Discharge Requirements, Order No. R8-2002-0014. Assisted with the preparation of an audit and recommendations report that summarized the City's existing activities, policies, and procedures and provided recommendations for updates and/or revisions for compliance with the state's WDR requirements. Assisted with conducting staff interviews of key staff, developing a comprehensive Operations and Maintenance Program, updating the City's Sanitary Sewer Overflow Response and Reporting Plan, and preparing a comprehensive and updated SSMP document to reflect current conditions as they pertained to the City's wastewater collection system and to achieve WDR compliance.</p>	2019 - 2021	Carmen Kasner, PE Principal-in-Charge Cynthia Peraza, PE Project Manager

DISCLOSURES

- This RFP shall be incorporated in its entirety as a part of NV5's proposal.
- This RFP and the NV5 proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by NV5 and the Mayor or City Manager of Stanton.
- NV5's services to be provided, and fees therefore, will be in accordance with the City's RFP.
- No additions or exceptions to the City's RFP are requested.
- NV5 acknowledges and understands that the consultant will not be allowed to change subconsultants without written permission from the City.
- All charges for NV5 services is a "not-to-exceed fee" which must include conservatively estimated reimbursable expenses, as submitted with and made part NV5's proposal.
- NV5's hourly rate schedule is part of NV5's proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
- NV5 will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
- NV5 will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
- NV5 will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- All federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
- NV5 shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.



See attached resumes.



JEFFREY COOPER, PE

Principal-In-Charge

INFRASTRUCTURE

IRVINE, CA

jeff.cooper@nv5.com

EDUCATION

MS, Environmental Engineering

BS, Civil Engineering

BA, Economics

EXPERIENCE

40 years

REGISTRATIONS

Civil Engineer, CA, No. 31572

AFFILIATIONS

Public Works Standards, Inc. (The Greenbook), Treasurer

State of California Green Bond Committee Member

American Public Works Association, Past President

American Council of Engineering Companies

Construction Management Association of America

American Society of Civil Engineers, Region 9 Governor, Treasurer

WTS

Mr. Cooper has more than 40 years of professional consulting engineering experience providing the management of planning, design, construction, and inspection services for transportation and municipal road projects, park projects, master plans and designs for drainage, sewers, water and overhead utility undergrounding projects, which have included inventory work and condition assessment. He has overseen Plan Check Services for numerous cities in Southern California. He has extensive experience with the interpretation of plans, specifications, and related design manuals, checklists and regulations. He is currently Treasurer for the Public Works Standards, Inc., "The Greenbook." He has also provided QA/QC and oversight for numerous municipal engineering design contracts, including major roadways, drainage, water and sewer projects. He also has been responsible for the management of producing plans, specifications and cost estimates for street widening and extensions, including bridge improvements, and extensive utility coordination work.

Project Experience

CRESS STREET SEWER SIPHON REPLACEMENT

CITY OF LAGUNA BEACH | LAGUNA BEACH, CA

Project Director. The preparation of PS&E documents for the replacement of an existing double 6-inch D.I.P. sewer siphon near Bluebird Park with a 10-inch gravity sewer system. The existing line had to remain in service while the replacement line was constructed. The construction cost was estimated at \$90K and included the reconnection of several service laterals and the development of an innovative alignment to minimize impacts to the existing surface improvements in Cress Street and Bluebird Park. We also avoided impacts to existing utilities while meeting the specific project objectives.

THIRD STREET AND OLIVE AVENUE SANITARY SEWER MAIN

CITY OF BURBANK | BURBANK, CA

Project Director. The design of 1,000 feet of 18-inch and 21-inch sanitary sewer up to 28 feet deep through the downtown Burbank Civic Center. This high-profile project involved abandoning existing alley sewers to make way for a City redevelopment project and rerouting the sewer in a new alignment in Third Street and Olive Avenue. The project also included investigating, evaluating, and making recommendations on alternative alignments and alternative trenchless pipeline installations considering traffic disruptions and public safety during construction.

LOMITA MASTER PLAN UPDATE AND URBAN WATER MANAGEMENT PLAN

CITY OF LOMITA | LOMITA, CA

Project Director. The system is supplied by two connections to the Metropolitan Water District (MWD) water system through a distribution network of approximately 42 miles of pipe. The system's total average demand is 2.2 million gallons per day. The City's transmission and distribution network was modeled using the City's water atlas maps as well as available record drawings for the City's Water Replacement Program. All pipes 4-inches and larger were included in the model. Water system demands for the model were calculated using historical water consumption records, zoning information, land use, and information included in the City's General Plan and provided by the City's Planning Department. Due to the City's topography, the City's system was broken

JEFFREY COOPER, PE PRINCIPAL-IN-CHARGE

into three different pressure zones to deliver water at adequate pressures to its customers. The study identified system deficiencies as well as recommended improvements. The study also provided financing options available to fund the capital improvements outlined in the master plan study. In addition to modeling the water system, an Urban Water Management Plan was prepared.

ON-CALL CAPITAL PROJECTS ENGINEERING AND CONSTRUCTION MANAGEMENT OVERSIGHT SERVICES

CITY OF RANCHO PALOS VERDES | RANCHO PALOS VERDES, CA

Project Director. Mr. Cooper is managing NV5's three-year on-call design engineering and construction management services contract with the City. Our team has provided or is currently providing professional engineering services for the following projects:

- **Abalone Cove Sewer Charge Levy FY2018-19, FY2019-20:** Project Manager Jeffrey Cooper has been assisting the City by preparing the updated Abalone Sewer Charge Levy report and submitting charges to Los Angeles County.
- **Hesse Park Parking Lot:** This project consists of design of parking lot pavement and lighting improvements. The City has requested NV5 to provide the design services for the project in two phases. Phase 1 will include the preparation of the concept plans, and Phase 2 will include preparation of the construction design documents (Plans, Specifications, & Cost Estimate).
- **Western Corridor ALPR:** NV5 is creating the specifications for the construction of streetlight poles, which will have both the luminaire and the Automatic License Plate Recognition (ALPR) Cameras attached to them. The cameras will be provided by Vigilant Solutions, but the City is tasked with providing the infrastructure for the cameras to be attached to. The poles will need to be designed to handle the loads associated with the cameras and be able to match the material of the existing streetlights of the neighborhood.
- **Abalone Cove Sewer Capacity Evaluation:** Project Manager Charlie McKinley is overseeing an evaluation of the Abalone Cove sewer system in order to identify whether capacity is available in the existing system for a proposed development.

Storm Drain. The work included an innovative electronic utility detection survey to determine the location of all existing underground utilities (within 4-inch to 6-inch accuracy) to help ensure that the first design layout was also the final design. This saved the City both time and money during the design and construction phases since no utility conflicts were encountered during construction.

AS-NEEDED CIVIL PLAN CHECK AND INSPECTION SERVICES

CITY OF DIAMOND BAR | DIAMOND BAR, CA

Principal-in-Charge/Project Manager. Mr. Cooper oversaw the civil plan check services for the City of Diamond Bar. Project types included mostly single-family residential, as the City is an almost completely built-out community. Standards utilized included those established by the City, the County of Los Angeles, and the American Public Works Association, where applicable.

AS-NEEDED PLAN CHECK SERVICES

CITY OF EL MONTE | EL MONTE, CA

Principal-in-Charge/Project Manager. Cooper oversaw plan checking services for the City of El Monte. Plan check services included grading, soils report reviews, sewer, water, storm drain, hydrology reports, SWPPPs, street improvement plans, signing and striping plans, street lighting, parcel/tract maps, condominium plans, easements, and lot line adjustments.

ON-CALL ENGINEERING SERVICES

CITY OF SANTA ANA | SANTA ANA, CA

Project Manager. Mr. Cooper oversaw services that included grading, soils report reviews, sewer, water, storm drain, hydrology reports, SWPPPs, street improvement plans, signing and striping plans, street lighting, parcel/tract maps, condominium plans, easements, and lot line adjustments.

STAFF AUGMENTATION SERVICES

CITY OF SAN JUAN CAPISTRANO | SAN JUAN CAPISTRANO, CA

Principal-in-Charge. Mr. Cooper is managing the team providing Staff Augmentation services for the City's Utilities Department. Services provided by our team include entering and organizing applications for Domestic Water, Fire Water, and Irrigation Meter Applications; providing as-needed plan review services, including grading plans, street improvements, and encroachment permits; reviewing the City's existing sewer and storm drain facilities and prioritizing rehabilitation projects; and assisting on CIP projects; assisting the City with as-needed miscellaneous engineering duties, such as preliminary designs for conversion of septic to public sewer lines; conducting field inspections for proper determination of current and proposed conditions of construction; and responding to various questions and inquiries from the general public regarding possible utility connections, easements, and current utility conditions.

CRYSTAL LANTERN STORM DRAIN, PHASE II

CITY OF DANA POINT | DANA POINT

Project Director. Mr. Cooper oversaw the design of 2,000 LF of 27-inch and 24-inch RCP storm drain on Calle La Primavera as part of the second phase of the downstream Crystal Lantern



CARMEN KASNER, PE

Technical Advisor, QA/QC

Carmen has 30 years of experience in municipal services focusing on civil design of capital improvement program (CIP) projects including water, sewer and storm drain facilities; pipelines; street improvements; and site development. She offers vast insight into public participation, permitting and coordination, project and design standards and site and access constraints. Carmen's experience includes extensive levels of inventory development and condition assessment of agency assets, with projects ranging from sanitary to storm to roadway systems. Her experience also includes extensive work and coordination with various agencies in southern California involving flood control, development, transportation issues, water system capacities, sewer conditions and public meetings.

INFRASTRUCTURE

SAN DIEGO, CA

carmen.kasner@nv5.com

EDUCATION

BS Civil Engineering,
South Dakota State University

EXPERIENCE

30 years

REGISTRATIONS/ CERTIFICATIONS

Professional Engineer -
CA No. 50856

Professional Engineer -
AZ No. 50589

AFFILIATIONS

Society of Women Engineers

American Society of Civil
Engineers, Past President, San
Diego Section

American Public Works
Association

PUBLICATIONS

Kasner, Carmen and J. Greg
Frosliie, "Principles in Practice:
Transforming an Environmental
Challenge into a Sustainable
Solution," Land and Water, May/
June 2013, 21-26.

Kasner, Carmen and J. Greg
Frosliie, "Converting Lake Havasu
City," WE&T Magazine, January
2011, 52-57.

Project Experience

SEWER SYSTEM MASTER PLAN

CITY OF POWAY | POWAY, CA

Project manager for the City's updated sanitary sewer master plan. The update reflects the growth in development, modifications to the wastewater system, and ongoing water conservation efforts. Tasks included model development, future flow forecasting, reviewing interagency flows, odor assessment, inflow and infiltration analyses, lift station assessment, capacity analyses, system needs identification and capital improvement program development, flow monitoring, and satellite treatment plant siting study.

SEWER MASTER PLAN UPDATE AND INFRASTRUCTURE REVIEW

CITY OF VISTA | VISTA, CA

Project engineer involved in the review of video data, coordination with City staff, and development of a 10-year capital improvement project, including assessment of the condition of the existing system and development of cost projections for replacements. It also included the assessment of future needs of the system based on current population projections.

WASTEWATER MASTER PLAN AND SEWER SYSTEM ASSESSMENT

CITY OF LA MESA | LA MESA, CA

Project manager for this comprehensive sewer master plan. The scope included GIS integration, building and calibrating an XPSWMM dynamic wave sewer model to evaluate existing and future capacity, evaluating downstream conveyance facility capacity, and CIP development. In addition to the master plan, was also retained to perform a condition assessment of the city's sewer system and make recommendations for a sewer system maintenance and management program. Over the course of 8 years, the entire city was videoed and a comprehensive CIP program was implemented. Designed more than 15 miles of pipeline rehabilitation and replacements through a four-phase program.

ON-CALL LAND-USE PLANNING AND ENGINEERING SERVICES*

ORANGE COUNTY PUBLIC WORKS, PLANNED COMMUNITIES SECTION |
ORANGE COUNTY, CA

Principal-in-charge for contract involving on-call development review services for the Orange County Public Works, Planned Communities Section. The first task order involves development of the 790-acre Tonner Hills project in northern Orange County. The second task order involves plan review for the Rancho

CARMEN KASNER, PE TECHNICAL ADVISOR, QA/QC

Mission Viejo (RMV) development in south, consisting of 14,000 residential dwelling units, 3,480,000 square feet of non-residential uses, 1,220,000 square feet of business park, and open space over the remaining 22,815 acres of the historic Rancho Mission Viejo. Plan check services include zoning compliance, building and safety, public property, drainage and WQMP compliance, landscape, grading, retaining walls, walls and fences, non-residential structures, electrical, plumbing, and utilities. This contract involves staff augmentation at County offices for the acceptance of submittals, issuance of required permits, and plan checking services.

CONSTRUCTION COMMUNICATION SERVICES FOR WATER UTILITIES DEPARTMENT

CITY OF OCEANSIDE WATER UTILITIES DEPARTMENT |
OCEANSIDE, CA

Principal-in-charge providing support to the public relations team managing community relations services on a variety of projects that support the city's infrastructure improvement projects. They include water and sewer pipeline replacement projects, desalination testing and reservoir rehabilitation.

INFRASTRUCTURE COMMUNICATION SERVICES

CITY OF OCEANSIDE | OCEANSIDE, CA

Principal-in-charge providing support for water and sewer projects involving road closures, detours, water shut-offs, property access, road repaving and night lighting/dust/noise impacts. Efforts have included developing fact sheets, project update mailers, website content, door hangers, road signage, mailing list compilation, public meeting/open house planning and hotline management.

ON-CALL PUBLIC WORKS INSPECTION AND PLAN CHECK SERVICES

CITY OF BEAUMONT | BEAUMONT, CA

Principal-in-charge for the review of as-needed private development projects and public works inspection services. NV5 reviews all plans and associated technical reports for clarity, format, completeness, and conformance to the City's grading and roadway criteria, industry-standard design procedures, permit requirements, and conditions of development. Reviews include improvement, grading, and erosion control plans, sewer and storm drain plans, hydrology and hydraulic reports, water quality reports, geotechnical reports, structural calculations and cost estimates.

ON-CALL PUBLIC WORKS INSPECTION AND PLAN CHECK SERVICES

CITY OF BEAUMONT | BEAUMONT, CA

Principal-in-Charge. Currently overseeing this contract involving the review of asneeded private development projects and public works inspection services. NV5 reviews

all plans and associated technical reports for clarity, format, completeness, and conformance to the City's grading and roadway criteria, industry-standard design procedures, permit requirements, and conditions of development. Reviews include improvement, grading, and erosion control plans, sewer and storm drain plans, hydrology and hydraulic reports, water quality reports, geotechnical reports, structural calculations and cost estimates. We are also assisting the City with the development of checklists, standard notes, unit price lists and other documents to standardize and streamline the review and inspection process.

QUAIL VALLEY SEWER IMPROVEMENTS ALTERNATIVES STUDY

EASTERN MUNICIPAL WATER DISTRICT | RIVERSIDE
COUNTY, CA

Quality assurance/quality control (QA/QC) manager for the sewer improvements study. She reviewed and provided guidance for planning and design of the sewer collection system. Failing septic systems in the Riverside County community of Quail Valley (now within the City of Menifee) resulted in health hazards and water quality violations in downstream Canyon Lake. Completed the Quail Valley Sewer Improvements Alternatives Study in 2005 to evaluate feasible options for sewerage the Quail Valley community. As part of the master alternatives study, the main area was divided into nine manageable subareas of similar lot sizes and residential (density) layout. After the study, phasing plans were developed for design and construction improvements, and the projects are ready to implement as funds become available. To maintain project momentum, Subarea 9 became the first project subarea to be converted because it is the largest subarea and located closest to Canyon Lake.

SEWER REHABILITATION

CITY OF VISTA | VISTA, CA

Quality Control (QC) reviewer responsible for the design of 300 no-dig rehabilitation projects that will be constructed in multiple phases. Review included evaluating the spreadsheet used to document video conditions of more than 500 sewer mains and confirm the appropriateness of the selected lines. Her efforts also included preparation of specifications and calculation of measurement and payment items to conform to the city's long term goals for this multi-phase project.

QUAIL VALLEY SEWER IMPROVEMENTS ALTERNATIVES STUDY

EASTERN MUNICIPAL WATER DISTRICT |
RIVERSIDE COUNTY, CA

Quality assurance/quality control (QA/QC) manager for the sewer improvements study. She reviewed and provided guidance for planning and design of the sewer collection system.

* Project under previous employment



CYNTHIA S. PERAZA, PE

Project Manager, Sewer Master Plan and CIP

Cynthia Peraza has 27 years of experience in water, wastewater, and recycled water projects including master planning and design of capital improvements including water, sewer, and storm drain improvements. As a quality assurance/quality control technical reviewer, Ms. Peraza has completed many improvement projects for various agencies throughout Southern California. She is familiar with the approval and permitting procedures of federal, state, county, and local jurisdictions.

Project Experience

ENCINITAS SEWER MASTER PLAN AND SEWER RATE UPDATE

CITY OF ENCINITAS | ENCINITAS.CA

Project Manager for the Citywide Sewer Master Plan Update and Sewer Rate Study Update. The Master Plan Update includes development of the City's wastewater hydraulic model using InfoSWMM and integrating and verifying information contained in the City's GIS. Cynthia has worked closely with the Engineering, Public Works, and Operations and Maintenance staff to identify the City's assets that are at risk of probable failure and may become critical the City's planning horizon. Facilities identified as critical to system operations, such as specific manholes, pump stations, and assets located in environmentally sensitive areas, are being evaluated based on existing condition and capacity, current maintenance activities and frequencies, and input from City staff to establish criticality and risk of failure.

SEWER SYSTEM MANAGEMENT PLAN UPDATE

CITY OF ANAHEIM | ANAHEIM.CA

Project engineer. Assisted with performing a comprehensive review and evaluation of the city's current operations, policies, and procedures, and the various plans and programs that comprised the existing sewer system management plan (SSMP). To comply with the state's waste discharge requirements (WDR), Order No. 2006-0003 adopted by the State Water Resources Control Board on May 2, 2006. The city retained Atkins to review and evaluate the city's existing SSMP prepared in compliance with the Santa Ana Regional Water Quality Control Board in September 2005 in compliance with the General Waste Discharge Requirements, Order No. R8-2002-0014. Assisted with the preparation of an audit and recommendations report that summarized the city's existing activities, policies, and procedures and provided recommendations for updates and/or revisions for compliance with the state's WDR requirements. Assisted with conducting staff interviews of key staff, developing a comprehensive Operations and Maintenance Program, updating the city's Sanitary Sewer Overflow Response and Reporting Plan, and preparing a comprehensive and updated SSMP document to reflect current conditions as they pertained to the city's wastewater collection system and to achieve WDR compliance.

SEWER SYSTEM MANAGEMENT PLAN DEVELOPMENT

CITY OF POMONA | POMONA.CA

Assistant project manager. Responsible for working closely with the city's Wastewater Operations Division to develop the mandatory elements

WATER RESOURCES

SAN DIEGO, CA

cynthia.peraza@nv5.com

EDUCATION

MS, Civil & Environmental Engineering, San Diego State University

BS, Civil Engineering, San Diego State University

EXPERIENCE

27 Years

REGISTRATIONS

Professional Engineer, California #71261
Arizona #52517

CERTIFICATIONS

National Association of Sewer Service Companies (NASSCO)
Certification No. U06-16622

Society of Hispanic Professional Engineers

Society of Women Engineers

Chi Epsilon Civil Engineering Honor Society, San Diego Alumni Association, Past President

American Society of Civil Engineers

CYNTHIA S. PERAZA, PE PROJECT MANAGER, SEWER MASTER PLAN AND CIP

required to comply with the State's recently adopted Waste Discharge Requirements (WDR). The elements, collectively served as the framework for the city to efficiently manage, operate, and maintain its 300 mile sanitary sewer collection system. Duties included interviewing wastewater operations staff, evaluating the city's existing policies and operations and maintenance procedures to identify requirements for compliance with the WDRs and develop an efficient and comprehensive operations and maintenance program. Assisted with the development of the Sanitary Sewer Overflow Emergency Response Program, prepared a fats, oils, and grease (FOG) characterization study, and developed a FOG control program for the city.

SEWER SYSTEM MANAGEMENT PLAN DEVELOPMENT COUNTY OF SAN DIEGO | SAN DIEGO, CA

Project manager. Worked closely with various agencies including the County of San Diego, the City of Coronado, Anaheim, La Mesa, Pomona, the Rancho Cucamonga Water District to develop the mandatory elements required to comply with the State's Waste Discharge Requirements (WDRs) and develop a comprehensive and unique Sewer System Management Plan (SSMP). As part of SSMP preparation, documented the various activities and programs currently implemented by each of the agencies within their jurisdiction. Documented agency specific policies and procedures and developed recommendations for expanding program activities to address the mandatory elements of the SSMP. Each of the SSMPs included an Operation and Maintenance Program; Design and Performance Standards; an Overflow Emergency response Plan; a fats, oils, and grease (FOG) characterization study; a system evaluation and capacity assurance plan; a Monitoring, Measurement, and Program Modifications component; a Program Audits component; and a Communications Program. Additionally, updated specific elements of respective master plans to comply with the state's WDRs.

SEWER SYSTEM MANAGEMENT PLAN DEVELOPMENT AND IMPLEMENTATION

CUCAMONGA VALLEY WATER DISTRICT | RANCHO
CUCAMONGA, CA

Project engineer. Assisted with preparation of the Cucamonga Valley Water District's (CVWD) Sewer System Management Plan (SSMP) Development Plan

and Schedule, submitted in April 2007. To prepare a comprehensive development plan and schedule, assisted in the interview of CVWD's sewer maintenance department staff and performed a thorough review of the district's operations and maintenance policies and procedures, municipal codes, and ordinances. The development plan and schedule served to provide the district with guidance for preparing a complete and comprehensive SSMP for the district to comply with the sewer requirements imposed by the governing agencies. Assisted with the preparation of CVWD's comprehensive SSMP to facilitate operation and maintenance of its 400-mile-long wastewater collection system. The SSMP will include an overview of CVWD's goals and organization to achieve full Waste Discharge Requirements compliance, an evaluation of the district's legal authority to enforce its collection system ordinances, a comprehensive fats, oils, and grease (FOG) control program, an updated Sanitary Sewer Overflow Emergency Response and Reporting Plan, and updated wastewater details and design standards.

SEWER SYSTEM MANAGEMENT PLAN DEVELOPMENT CITY OF CORONADO | CORONADO, CA

Project engineer. Worked closely with the city's Public Services Division to develop the mandatory elements of the Sewer System Management Plan (SSMP) required to comply with the State's recently adopted Waste Discharge Requirements (WDR) and San Diego Regional Water Quality Control Board. Assisted in the interview of the city's Public Services staff and performed a thorough review of the city's operations and maintenance policies and procedures, municipal codes, and ordinances. Assisted with the preparation of the city's comprehensive SSMP to facilitate operation and maintenance of its 45 miles of gravity and pressurized pipelines and approximately 750 manholes. The SSMP includes an overview of the city's goals and organization to achieve full WDR compliance, an evaluation of the city's legal authority to enforce its collection system ordinances, a comprehensive fats, oils, and grease (FOG) control program, and an updated Sanitary Sewer Overflow Emergency Response and Reporting Plan. Conducted field inspections of the city's 16 wastewater collection lift stations and is assisting the city with development of Sewer Pump Station Standard Emergency Bypass Procedures for performing an emergency bypass at each sewer pump station which is integral for ensuring the proper response to potential or actual sewer pump station failures.



JULIAN PALACIOS, PE

CIP and Condition Assessment

Julian provides planning, engineering design, construction services and feasibility studies for water and wastewater treatment, water distribution, wastewater collection, and hydraulic modeling of water and wastewater systems. Julian has 21 years of experience completing water and wastewater infrastructure projects for local public agencies, including the City of Oceanside, City of Carlsbad, City of Vista, Vallecitos Water District, Olivenhain Municipal Water District, Ramona Municipal Water District and the San Diego County Water Authority.

WATER | INFRASTRUCTURE

SAN DIEGO, CA
julian.palacios@nv5.com

EDUCATION

MS, Environmental Engineering,
ITESM, Monterrey Tech, Mexico

BS, Civil Engineering, ITESM
Monterrey Tech, Mexico

EXPERIENCE

21 Years

REGISTRATIONS

Professional Engineer, CA No.
67735

Professional Engineer (Mexico)
Cedula Profesional - No. 2760774

Certificate Urban Water
Management Plan Training

AFFILIATIONS

American Society of Civil
Engineers (ASCE), Member

Project Experience

EUCALYPTUS AND CITRUS AVE SEWER CAPACITY IMPROVEMENTS CITY OF VISTA | VISTA, CA

NV5 provided preliminary engineering design services for the Eucalyptus and Citrus Avenue Sewer Capacity Improvement Project involving the replacing and upsizing approximately 1,380 linear feet of 10-inch diameter Vitrified Clay Pipe (VCP) to a 12-inch diameter PVC pipe along Eucalyptus and Citrus Avenues, between Civic Center Drive and Broadway in Vista. The existing pipe was identified as being capacity deficient during the latest Sewer Master Plan update. NV5 provided surveying and mapping, geotechnical engineering, and prepared a Preliminary Design Report to evaluate alternatives to replace the existing gravity sewer main. The project also included upsizing a segment within the Vista Magnet Middle School, requiring extensive coordination with the school district. Project challenges included developing alternatives and recommendations for crossing a storm drain culvert, reviewing hydraulic modeling results, reconfiguring two existing trunk sewers along Broadway to improve flow conditions and capacity, and a tight alignment corridor along Eucalyptus Avenue. NV5 is currently providing Owner Advisory services to support the City during final design and construction of the project through a progressive design-build delivery process.

LAKE BOULEVARD SEWER IMPROVEMENTS CITY OF OCEANSIDE | OCEANSIDE, CA

Project manager. Project manager to prepare construction documents for a gravity sewer line replacement along Lake Boulevard and College Boulevard in Oceanside. The existing gravity system utilizes an above-ground cast iron pipe supported by concrete pillars to convey wastewater across Buena Vista Creek and connects to a main trunk sewer pipeline. Over the years, the above-ground pipeline has been damaged by floating debris as flow in the creek increases during wet weather conditions. also contributed to accelerated significant interior corrosion of the cast iron pipe due to off-gassing. The project includes rerouting existing 8-inch and 12-inch gravity sewers, a 16-inch force main, and a 6-inch lateral from an adjacent senior community center, and reconnecting these pipelines to the proposed 15-inch sewer along Lake Boulevard and College Boulevard. NV5 services include surveying and mapping, hydraulic modeling, geotechnical investigation, environmental documents, coordination with the City of Carlsbad and Caltrans, traffic control plans for surveying and potholing, structural design of a concrete encasement for a shallow culvert crossing, preparation of plans and specifications for pipeline construction, review of closed caption television videos, and construction support services.

JULIAN PALACIOS, PE CIP AND CONDITION ASSESSMENT

ANNUAL SEWER MAIN REPAIRS

CITY OF IMPERIAL BEACH | IMPERIAL BEACH, CA

Project manager. Project manager overseeing a citywide condition assessment to identify, prioritize, and develop recommendations to reduce groundwater infiltration into the sewer collection system. The project included review of approximately 40,000-LF of CCTV inspection videos, identifying areas presenting infiltration at the sewer main vs. laterals, developing recommendations for addressing the deficiencies (remove and replace, chemical grouting, cured-in-place liners, point repairs), and prioritization of the recommended improvements for implementation over the next several years. Prioritization criteria included the structural condition of the sewer main, infiltration flow observed, location (public right-of-way, alley, easement, private property), traffic impacts, impacts to residents, and capital costs. NV5 will prepare construction documents to repair the sewer mains identified as the highest priority (Phase 1) to reduce infiltration into the City's collection system.

LILAC RANCH COMMUNITY

VALLEY CENTER MUNICIPAL WATER DISTRICT | VALLEY CENTER, CA

Project manager. Project manager to develop a preliminary design report and establish discharge permitting requirements for the proposed Lilac Ranch Water Reclamation Facility (LRWRF) for Valley Center Municipal Water District (VCMWD). The wastewater treatment facility will serve the community of Lilac Ranch with a projected wastewater peak flow of 354,000 gpd and produce Title 22 recycled water for unrestricted use. The preliminary design report required extensive coordination with the VCMWD and Regional Water Quality Control Board to establish waste discharge requirements, effluent storage, sampling protocols, and groundwater monitoring requirements. The LRWRF will comply with VCMWD treatment facility guidelines, and will include screening, influent pump station, equalization tank, extended aeration basins, disinfection, filtration, emergency storage, sludge treatment and handling, and an odor control system.

MESA VERDE WATER SYSTEM IMPROVEMENTS COUNTY OF RIVERSIDE | MESA VERDE, CA

Project engineer for preparing a Preliminary Engineering Report to evaluate and provide recommendations for improving the water system of Mesa Verde. Mesa Verde is an unincorporated community in East Riverside County, part of County Service Area No. 122. The study included evaluating the booster pump station, storage tank, hydropneumatic tanks, and water distribution system. The report provided several alternatives and recommendations for addressing deficiencies

in the booster pump station and distribution system, and a preliminary cost.

MAIN LIFT STATION

CITY OF EL CENTRO | EL CENTRO, CA

Project engineer for preparing final design plans and specifications for the upgrade of the City of El Centro Main Lift Station. The pump station serves about 85% of the City, pumps into a 5,000-foot long 30-inch diameter force main into the headworks of the wastewater treatment facility, and has a design flow of 5,000 gpm. The project includes upgrading to submersible dry pit pumps, providing staircase access to the pump room, installing a Bioxide odor control system, installing variable frequency drives and upgrading the controls and alarm system to tie into the City's SCADA system.

EAST SIDE LIFT STATION

CITY OF EL CENTRO | EL CENTRO, CA

Project engineer for preparing final construction documents for the replacement of the East Side Lift Station. The existing pump station was built in the 1940s and has not been upgraded since. The station will be replaced with a submersible type pump station with a design flow of 1,000 gpm, a 10-ft diameter wet well, valve vault, standby generator, and electrical and controls building.

LA BRUCHERIE LIFT STATION AND FORCE MAIN

CITY OF IMPERIAL | IMPERIAL, CA

Project engineer on the design of a regional wastewater lift station to serve future growth in Imperial, CA. The lift station will serve a total of 2,000 single- and multi-family units. The pump station is submersible type and incorporated space and additional piping for upgrading to up to three larger pumps to meet the ultimate flow condition. The design included 4,500-LF of 10-inch PVC force main, crossing of SR-86 following Caltrans standards, crossing of Union Pacific Railroad tracks, and connection to the Imperial Wastewater Treatment Facility headworks.

ESCALANTE RD LIFT STATION

EMWD | QUAIL VALLEY, CA

Project engineer in the design of an onsite wastewater 370-gpm pump station serving the Canyon Heights subdivision, part of the Eastern Municipal Water District wastewater system. The design included site grading, two access driveways, provisions for adding a Bioxide odor control system, and structural and mechanical drawings for submersible pumps.

* Project under previous employment



JAMES OWENS, PE, LEED AP

Sewer Master Plan and CIP

WATER | INFRASTRUCTURE

SAN DIEGO, CA

james.owens@nv5.com

EDUCATION

MBA, Business Administration,
University of California, Riverside,

BS, Civil Engineering, California
Polytechnic State University San
Luis Obispo

Foreign Study, Universidad de
Granada, Spain

EXPERIENCE

20 Years

REGISTRATIONS

Professional Engineer,
CA #C66067

LEED Accredited Professional

James leads a variety of water and wastewater projects during the troubleshooting, conceptual design, planning, financing, and design phases. James is experienced in performing population and demand projections, hydraulic analysis and design, project, and system financial analysis, and planning and design of facilities. He has extensive knowledge of software tools such as AutoCAD, WaterCAD, SewerCAD, H2OMap, Flowmaster, and MS Office.

James is fluent in Spanish and has had great success in acquiring funding for small and rural communities to improve their water and wastewater systems. He has prepared numerous planning and design projects for CDBG, SRF, BECC, NADBank, Proposition 50, Proposition 84, and USDA for numerous communities along the California/Mexico border and elsewhere in Southern California.

Project Experience

LAKE BOULEVARD SEWER IMPROVEMENTS

CITY OF OCEANSIDE | OCEANSIDE, CA

Quality Assurance/Quality Control. Provided QA/QC to prepare construction documents for a gravity sewer line replacement. The project included rerouting existing 8-inch and 12-inch gravity sewers, a 16-inch force main, and a 6-inch lateral from an adjacent senior community center, and reconnecting these pipelines to the proposed 15-inch sewer.

WATER AND WASTEWATER MASTER PLAN

CITY OF BISHOP | INYO COUNTY, CA

Project manager. Project manager for development of master plan for city's water and wastewater systems. Facilitated a project kickoff workshop to receive input from city staff on performance of existing system and vision for future. Led project team through initial inspection of wells, potable water storage facilities, and disinfection system. Led project team through inspection of wastewater pump station and treatment facility, including headworks, clarifiers, sludge pumping, sludge digesters, and sludge drying beds. Coordinated efforts to videotape and inspect 20,000 LF of six inch and eight inch gravity sewer pipeline. Led the evaluation of the City's water storage, distribution, and well infrastructure, and the wastewater collection system and treatment plant. Developed innovative solutions to bring the City's systems into compliance with future regulations and to address deficiencies in serving existing residents. Helped develop alternatives to reduce operations costs, including an automatic bill pay system for residents.

AVENUE 58 SANITARY SEWER RELOCATION

IMPERIAL IRRIGATION DISTRICT | LA QUINTA, CA

Project manager for the design to relocate an 8-inch sanitary sewer pipeline from the Imperial Irrigation District's Avenue 58 facility to the Coachella Valley Water District gravity main along Avenue 58 in La Quinta. The gravity line replaced a pump station and forcemain. The pipeline alignment crossed existing parking areas, concrete walls, trees, and sidewalks.

MEADOWLARK WATER RECLAMATION FACILITY FORCE MAIN

VALLECITOS WATER DISTRICT | SAN MARCOS, CA

Quality Assurance/Quality Control. Provided QA/QC for construction documents to replace the existing 12-inch asbestos cement effluent pipeline with a 24-inch

JAMES OWENS, PE, LEED AP SEWER MASTER PLAN AND CIP

CML&C welded steel pipeline. The new 24-inch pipeline will be located in a congested utility corridor, which includes a 12-inch DI outfall sewer, a 10-inch techite sewer, a 24-and 30-inch DI sewer, a 6-inch DI sludge line, a 2-inch water line, and overhead electric lines. The proposed pipeline will connect the effluent pump station with an existing 24-inch reclaimed water line along Rancho Santa Fe Drive.

COTTONWOOD CREEK PARK/MOONLIGHT BEACH IMPROVEMENTS

CITY OF ENCINITAS | ENCINITAS, CA

Staff engineer. Staff engineer for hydrology and drainage improvements of the Cottonwood Creek/Moonlight Beach outfall area. NV5 presented options for restoring Cottonwood Creek to a riparian environment with the objective of enhancing water quality. They also provided recommendations for drainage improvements to convey selected design storms. James oversaw construction of the park and the creek enhancements.

HYDROLOGY ANALYSIS FOR LAND FALLOWING PROGRAM

PALO VERDE IRRIGATION DISTRICT | PALO VERDE, CA

Owens' wrote report outlining potential effects of land management program in water transfer program to Metropolitan Water District. Analysis included effects to groundwater levels, ground and surface water flows, water characteristics, and effects on the pumping and drainage infrastructure and the Colorado River.

WATER AND WASTEWATER MASTER PLAN AND RATE STUDY

CITY OF EL CENTRO | EL CENTRO, CA

Developed water portion of master plan, including demographic projections, description and evaluation of existing facilities, identification of deficiencies, development of solution alternatives, evaluation and recommendation of alternatives, and development of Capital Improvement Plan. Gave several presentations to City staff, BECC, and EPA officials. Determined necessary rate changes to customers working with City staff to finalize capital improvements schedule, personnel additions, existing and projected debt service, and other expenses. Determined revenue requirements for several financial scenarios and selected one that satisfied City Staff, minimizing impacts to customers while financing necessary improvements. Developed WaterCAD and SewerCAD of distribution and collection systems with several growth scenarios to assist city in determining when, where, and how water network and wastewater collection system improvements should be made.

WASTEWATER COLLECTION SYSTEM MASTER PLAN

CITY OF PORT HUENEME | PORT HUENEME, CA

Developed master plan for collection system that collects wastewater from several communities, cities, and a naval base. Installed flow metering devices throughout collection system to identify infiltration areas and wastewater flows throughout the entire service area. Worked to simplify system with several pump stations and force mains by recommending removal of lift stations and conversion of force mains to gravity lines whenever possible. Created preliminary design for three miles of gravity sewer and a metering vault at the main lift station. Advised and worked with City's Alternative Selection Committee to determine the most appropriate and economical solution. Performed financial analysis to determine to recommend most cost effective alternative. Analysis included finance options and operations and maintenance savings from pump station removal projected over 20- and 40-year periods.

LUCERNE VALLEY WATER AND WASTEWATER PRELIMINARY PLANNING DOCUMENT

MOJAVE WATER AGENCY | SAN BERNARDINO COUNTY, CA

Project manager. Project manager for preliminary plan of conceptual layout development for proposed water and sewer district east of Victorville. Researched and presented data on groundwater quality, existing facilities, and potential users. Oversaw estimate of current water demand and wastewater generation, as well as projection of demands in proposed district boundaries. NV5 is in the process of identifying funding sources for development of district, as well as consolidation of existing water agencies.

WATER SYSTEM IMPROVEMENTS PRELIMINARY ENGINEERING REPORT, DESIGN AND CONSTRUCTION MANAGEMENT

LAKE MORENA'S OAK SHORES MUTUAL WATER COMPANY | CAMPO, CA

Led the design efforts for three phases of water system improvements. Worked with California Rural Water Association and USDA to secure over \$7M in funding to improve the distribution system pipelines, water storage facilities, and water supply. The water company was faced with multiple significant problems, including high levels of nitrates and uranium in its wells, deteriorating storage tanks, collapsing pipelines, and causing insufficient fire flow capacity. There were also pipelines located in the residents' backyards making repairs and meter reading very difficult. He led the development of a PER and environmental documentation to permit USDA funding of the project. The proposed improvements included approximately 20,000 LF of 6" and 8" pipeline, rehabilitation of a storage tank, and a replacement of an existing storage tank.

* Project under previous employment



JEROME WATTS, PE

Sewer Master Plan and CIP, Condition Assessment

Jerome's experience focuses on civil and environmental engineering in the water resources area. At Cal Poly San Luis Obispo, he performed laboratory work, including water quality analysis. He also managed a team of specialists to produce a set of plans, hydrology reports, geotechnical reports, traffic study, construction schedule, and construction phasing for the Marsh Street Bypass Culvert project. Jerome is proficient in AutoCAD, GIS, SketchUp, Visual Basic, MATLAB, Bluebeam, and Microsoft Office programs. He also has some experience in WaterCAD, StormCAD, FlowMaster, HEC-RAS, HEC-HMS, and XPSWMM.

Project Experience

SANITARY SEWER MASTER PLAN MODEL AND CAPITAL IMPROVEMENT PROGRAM

NATIONAL CITY | SAN DIEGO COUNTY, CA

Jerome adjusted the existing model of sewer to reflect existing conditions. He ran the model with present and future conditions in 5-year intervals. This data, combined with an analysis of condition assessments, was used to determine the most efficient schedule to replace and or up-size existing pipelines. A capital improvement program report was made to declare these findings.

POTABLE WATER PIPELINE, USACE JURISDICTIONAL DETERMINATION

CENTER WATER COMPANY | SAN BERNARDINO, CA

Jerome provided environmental documentation coordination and prepared the application for the United States Army Corp. of Engineers Jurisdictional Determination and "no permit required" letter. He prepared easement letters and exhibits to request easements on various properties necessary for pipeline installation.

MANCHESTER AVENUE RECYCLED WATER PIPELINE

OLIVENHAIN MUNICIPAL WATER DISTRICT | ENCINITAS, CA

This project involved the construction of a storage tank site, well, and installation of distribution pipelines throughout the system to remove dead ends and increase system efficiency. The water line replaced an existing ferrous line that failed three times during the design period. NV5 designed two segments totaling 2,500-linear-feet of new 12-inch PVC pipeline to replace the existing ferrous line in accordance with Olivenhain MWD specifications and standard details. Two natural gas and one fuel line were crossed with fusible C900 pipe, which eliminated rubber joints to protect public health per the Department of Health Services request.

POTABLE WATER STORAGE TANK IMPROVEMENT DESIGN AND CONDITIONAL USE PERMIT APPLICATION

ARROWHEAD VILLAS MUTUAL SERVICE COMPANY | SAN BERNARDINO COUNTY, CA

Jerome prepared design drawings for two steel potable water storage tanks, each with a volume of 100,000 gallons. Examined property lines, street dedications, setback requirements for the site. Reviewed utility maps and rights of way for proposed off-site pipeline improvements. He prepared a conditional use permit application for the tank site, as the property is zoned residential, and the storage tanks would be a non-conforming use. Prepared a water quality management plan, examined nearby land uses and described the proposed improvements.

WATER | INFRASTRUCTURE

SAN DIEGO, CA

jerome.watts@nv5.com

EDUCATION

MS, Civil and Environmental Engineering, Cal Poly San Luis Obispo

BS, Civil Engineering, Cal Poly San Luis Obispo

EXPERIENCE

1 years

REGISTRATIONS

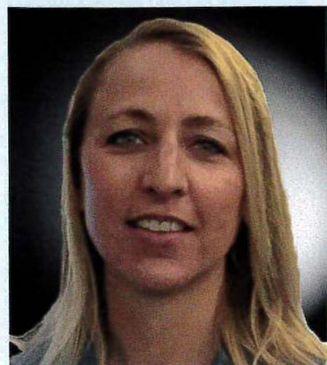
PE, California, No. 92150

AFFILIATIONS

National Association of Sewer Service Companies (NASSCO) Certification No. U03-217-040-348

American Society of Civil Engineers (ASCE), Member

Chi-Epsilon Honors Society



AMY STOREY, LEED AP

GIS Development, Atlas Maps

Amy has been working as a Geographical Information Systems (GIS) Specialist in the NV5 GIS group for the past 16 years. She provides services including geodatabase design, GIS web mapping and applications development, GIS analysis, data acquisition and conversion, project management through GIS MapBooks as well as drafting and Civil3D experience.

Project Experience

MIRACOSTA COMMUNITY COLLEGE DISTRICT STUDY OF DISTRICT INFRASTRUCTURE & SURVEY OF BOUNDARIES

MIRACOSTA COLLEGE STUDY OF DISTRICT | OCEANSIDE AND ENCINITAS, CA

Lead GIS analyst for the creation and implementation of a GIS system for the district infrastructure for a three-campus college including base mapping, topography, parcels, easements, structures, and utility networks. All GIS data is hosted on a cloud-based GIS system to allow for easy access to data, photos, documents, records, etc. Tasks included design and creation of District Geodatabase, Mapping applications; conversion of all survey and base map data into the GIS; incorporation of web GIS system and linkage via the web map to the document library of over 5,000 plans into the GIS; web map development and application development; training of District staff on software and applications; and ongoing as-needed maintenance and updates to both the GIS and Document Management systems.

FEMA PROCESS AND GUIDELINES ADMINISTRATOR - COMMUNITY GUIDEBOOK

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) | CALIFORNIA

Created a guidebook which is now a FEMA standard for all communities in Region IX involved in a DFIRM Conversion. Guidebook includes project description, expectations, and data specifications, and all forms and information needed for communities to participate in project; lead in keeping NV5 GIS team up to date on FEMA's Guidelines and Specifications, as well as implementing Flood Hazard Boundary Standards and incorporating new Memorandums issued by FEMA project manager, FEMA DFIRM Conversions.

SDG&E ON-CALL GIS SERVICES

SAN DIEGO & IMPERIAL COUNTY, CA

Lead GIS Analyst for the conversion of survey data along the proposed Sunrise Powerlink Project in San Diego and Imperial Counties to be uploaded into the clients internal SDE Geodatabase. The project included conversion of AutoCAD layers to GIS shape file Format using ArcInfo 9.3 conversion tools, population of all required attribute fields in the feature class tables provided by SDG&E for the features were populated utilizing easement documentation, record of survey drawings, and preliminary surveys for the Sunrise Powerlink project study area.

NV5 also created a Polygon layer of all Parcel Ownership Boundary changes. This layer reflects any changes to the current land ownership layer and includes attribute information to show the source of the change and level of accuracy to ensure uploads into the SDG&E land base cadastral fabric would be weighted appropriately. Coordinated with other contractors and SDG&E to create standards for the GIS deliverables to ensure seamless GIS data for the entire project area.

WATER | INFRASTRUCTURE

SAN DIEGO, CA
amy.storey@nv5.com

EXPERIENCE

16 years

REGISTRATIONS/ CERTIFICATIONS

Leadership in Energy and Environmental Design Accredited Professional (LEED AP)

Certificate Esri - Deploying and Managing a MultiUser Database (1/2017)

Certificate Esri - Implementing ArcGIS Online (12/2016)

Certificate GIS - Mesa College (2009)

Certificate Introduction to ArcGIS I & II - Esri Redlands Campus (2004)

URISA Leadership Academy Certificate (2007)

Certificate Floodplain Boundary Standards Training - FEMA (2007)

Certificate Mapping Information Platform Training - SP14 (2007)



KYLE MCCARTY, PE, PMP, QSD, CQM

PRINCIPAL ENGINEER

Kyle is a principal engineer with 17 years of experience with planning, design, and construction of water/wastewater projects. He is an expert in hydraulic modeling and has prepared **over 50 Master Plans in his career**. He will serve as the technical lead for the hydraulic model development and calibration.

EDUCATION, LICENSES & CERTIFICATIONS

- ✓ Bachelors of Science, Civil Engineering, San Diego State University, 2003
- ✓ Registered Civil Engineer, State of California, RCE 71510
- ✓ Project Management Professional, Project Management Institute, 2184711
- ✓ Qualified SWPPP Developer
- ✓ Certified Quality Manager, USACE / NAVFAC

WORKING WITH NV5

West Coast Civil is a minority business enterprise that routinely works with NV5 on a wide variety of Projects in multiple roles including, prime, sub-consultant, and sub-consultant team member. Kyle has worked closely with NV5 Staff over the years, including with your Project Manager Cynthia Peraza. Highlighted below are a few recent projects Kyle has worked closely on with NV5.

- ✓ City of San Diego Public Utilities District As-Needed
- ✓ NAVFAC Small Business MACC
- ✓ San Diego Gas and Electric As-Needed Consulting
- ✓ City of Coronado Sewer Master Plan (with Cynthia Peraza at former firm)

SEWER MASTER PLAN EXPERIENCE IN SOUTHERN CALIFORNIA

Kyle has led and managed more than 50 master plans across the country, with over **20 sewer master plans in southern California**, as presented below. In addition, Kyle is currently leading the model calibration efforts for the **City and County of Denver with 120 meter and over 1,500 miles of sewer**.

- ✓ East Valley Water District Wastewater Master Plan
- ✓ Rancho Cucamonga Wastewater Master Plan
- ✓ South Coast Water District Water, Wastewater and Recycled Water Master Plan
- ✓ City of Chino Hills Water, Wastewater and Recycled Water Master Plan
- ✓ City of Fullerton Basin 11 Wastewater Master Plan
- ✓ San Diego Sanitation District (7 Sewer Service Areas) Master Plans
- ✓ Rainbow Municipal Water District Water and Wastewater Master Plan
- ✓ Vallecitos Water District Water, Wastewater and Recycled Water Master Plans (2008 and 2015)
- ✓ City of Coronado Sanitary Sewer Master Plan
- ✓ City of Poway Wastewater Master Plan
- ✓ City of Escondido Water, Wastewater and Recycled Water Master Plan
- ✓ City of La Mesa Sanitary Sewer Master Plan
- ✓ City of San Diego Otay Mesa Trunk Sewer Master Plan
- ✓ City of Chula Vista Wastewater and Storm Water Master Plan
- ✓ City of El Cajon Johnson Avenue Trunk Sewer Relief and Consolidation Plan

GROWING COMMUNITIES



NATIONAL PLANT SERVICES
A Carylton Company

JEFF GARCIA

Industry Tenure
2002 - Present

Jeff is responsible for supervising all phases of condition assessment projects including oversight and training of office and field staff. Jeff has extensive experience working on Sanitary Sewer Evaluation Study projects throughout the Western United States.

Certification
NASSCO
Pipeline Assessment

Jeff has over 19 years of sewer inspection experience and has experience in all phases of field evaluations. These include manhole inspections, sewer and storm inspections, flow monitoring, dye-test confirmation, smoke testing, building inspections, cleaning large diameter pipe, GPS surveys and data collection, public relations, field management, quality control and assurance, and safety training. He has his OSHA 10 and 30 Construction Safety Awareness, Medical Services First Aid, CPR and Excavation Safety Training.

30 hour OSHA

10 hour OSHA

Medical
Services First Aid

CPR

Relevant Recent Experience

Confined Space
Awareness

- Cleaning, Inspecting, and UV Spot Repairs of Truss pipe for San Bernardino County Special Districts.
- Closed-Circuit Televising Services of Sewer Mains and Manholes – Santa Cruz County Sanitation District (Large diameter pipe cleaning and inspection, IBAK SI Manhole MACP Level 2 Inspections)
- City Wide Sewer Line Cleaning, CCTV Inspection and Manhole Inspection – City of San Gabriel, CA (Sewer cleaning and IBAK mainline scanning)
- Large Diameter Storm Drain Rehabilitation – CalTrans, (Large pipe cleaning and inspection)
- Trenchless Sewer Repairs – Coachella Valley Water District (Used Cosmic UV system to install 4' spot repairs)
- Pipe Rehab with Sewer Laterals – LA County Sanitation Districts (dye testing, flow monitoring, cleaning, inspection, lateral bypass)
- 75 Mile Condition Assessment – LA County Department Public Works (Clean and CCTV 75 miles of sewer pipe across multiple cities)
- Sewer System Maintenance - City of Lynwood, CA
- CCTV Inspection, Citywide - City of Arcadia, CA
- Trunk Sewer Condition Assessment, LA County Sanitation District (Floating large trunk lines for cleaning/rehab)
- Sanitary Sewer Overflow Control Program Group 2 – Sewer Rehabilitation – City of Los Angeles, CA

Education
Bachelor of Arts
Boston College

CHARGE RATE SCHEDULE

Technical Services

Engineering Aide/Planning Aide	\$80.00/hour
Project Assistant	\$90.00/hour
Project Administrator	\$100.00/hour
CADD Technician I	\$100.00/hour
CADD Technician II	\$120.00/hour
CADD Technician III	\$135.00/hour
Sr. CADD Technician/Designer	\$150.00/hour
Design Supervisor	\$170.00/hour
GIS Technician I	\$100.00/hour
GIS Technician II	\$120.00/hour
GIS Analyst	\$135.00/hour
Senior GIS Analyst	\$150.00/hour

Environmental Consulting Technical Services

Senior Principal	\$230.00/hour
Principal	\$220.00/hour
Senior III	\$195.00/hour
Senior II	\$185.00/hour
Senior I	\$175.00/hour
Staff III	\$165.00/hour
Staff II	\$160.00/hour
Staff I	\$150.00/hour
Associate III	\$140.00/hour
Associate II	\$130.00/hour
Associate I	\$120.00/hour
Specialist III	\$100.00/hour
Specialist II	\$90.00/hour
Specialist I	\$75.00/hour
Project Analyst III	\$195.00/hour
Project Analyst II	\$110.00/hour
Administrative I	\$70.00/hour
Intern	\$65.00/hour

Field Survey

1-Person Survey Crew (GPS) (Robotic)	\$150.00/hour
1-Person Survey Crew	\$220.00/hour
2-Person Survey Crew	\$282.00/hour
3-Person Survey Crew	\$352.00/hour
1-Person Survey Crew*	\$163.00/hour
2-Person Survey Crew*	\$310.00/hour
3-Person Survey Crew*	\$352.00/hour

* Field rates are based on "Prevailing Wage" as determination by the Department of Industrial Relations (DIR). Rates are effective through December 31, 2021 as it may need to be revised as determined by the DIR. If contract assignment extends beyond that date, a new rate schedule will be added to the contract. Litigation support will be billed at \$400.00 per hour.

Geospatial Services

Technician _____	\$75.71/hour
Technical Specialist _____	\$97.14/hour
Technical Expert _____	\$154.29/hour
Pilot _____	\$114.29/hour
Associate Team Leader _____	\$110.00/hour
Field Manager _____	\$144.29/hour
Project Manager _____	\$128.57/hour
Account Manager _____	\$235.71/hour
Director _____	\$214.29/hour

Professional

Junior Engineer / Planner / Scientist / Surveyor _____	\$125.00/hour
Assistant Engineer / Planner / Scientist / Surveyor _____	\$145.00/hour
Associate Engineer / Planner / Scientist / Surveyor _____	\$155.00/hour
Senior Engineer / Planner / Scientist / Surveyor _____	\$170.00/hour
Project Manager _____	\$200.00/hour
Senior Project Manager _____	\$225.00/hour
Engineering Manager _____	\$245.00/hour
Associate _____	\$250.00/hour
Principal Engineer _____	\$270.00/hour
Principal _____	\$285.00/hour

Community Outreach

Principal _____	\$295.00/hour
Strategic Advisor _____	\$220.00/hour
Account Supervisor _____	\$240.00/hour
Facilitator _____	\$210.00/hour
Bilingual Outreach _____	\$210.00/hour
Project Manager _____	\$220.00/hour
Assistant Project Manager _____	\$195.00/hour
Integrated Marketing Specialist _____	\$160.00/hour
Media Relations Specialist _____	\$145.00/hour
Stakeholder Outreach Specialist _____	\$240.00/hour
Sr. Community Relations Specialist _____	\$165.00/hour
Community Relations Specialist _____	\$145.00/hour
Environmental Outreach Specialist _____	\$145.00/hour
Project Coordinator _____	\$125.00/hour
Sr. Graphic Designer _____	\$175.00/hour
Graphic Designer _____	\$135.00/hour
Videographer _____	\$120.00/hour
Bilingual Translation _____	\$80.00/hour
Administrative Support _____	\$95.00/hour
Account Coordinator _____	\$110.00/hour

Rate Setting

Rate Specialist _____	\$180.00/hour
Rate Manager _____	\$260.00/hour

Construction Management

Principal	\$265.00/hour
Assistant Field Engineer (Non Prevailing Wage)	\$130.00/hour
Associate Field Engineer (Non Prevailing Wage)	\$155.00/hour
Senior Field Engineer (Non Prevailing Wage)	\$170.00/hour
Resident Engineer (Licensed)	\$185.00/hour
Construction Manager (Non-Licensed)	\$190.00/hour
Inspector (Prevailing Wage)*	\$155.00 - \$187/hour
Electrical/Signal Inspector (Prevailing Wage)*	\$180.00/hour
Construction Administrator	\$110.00/hour

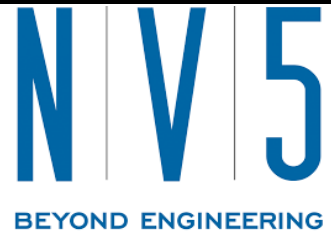
* Field rates are based on "Prevailing Wage" as determination by the Department of Industrial Relations (DIR). Rates are effective through December 31, 2021 as it may need to be revised as determined by the DIR. If contract assignment extends beyond that date, a new rate schedule will be added to the contract.

EXPENSES:

Plotting and In-House Reproduction	1.10 x Cost
Subsistence	1.10 x Cost
Other Expenses - Including Subconsultants & Purchased Services through Subcontracts	1.10 x Cost
GIS Web Hosting	1.10 x Cost
Mileage - Outside Local Area	Per Accepted IRS Rate

LABOR ESTIMATE

Project Name: **City of Stanton Sewer MP Update**
 Project Number:
 Client/Owner: **City of Stanton**
 Project Manager: **Cynthia Peraza**
 Prepared By: **Cynthia Peraza**
 Proj/Prop No.: **P227521-0007406.00**
 Date: **1/3/2022**

**FEE SUMMARY**

<u>ITEM</u>	<u>TOTAL</u>
Labor	\$182,745
Outside Services	\$315,027
Direct Costs	\$1,493
(Direct Costs assumed at 0.3%)	
TOTAL	\$499,265

BASIC BILLING RATES**OFFICE SERVICES:****TECHNICAL SERVICE:**

Engineering Aid/Planning Aid - OSEPA	\$80
Project Assistant - OSPA	\$90
Project Administrator - OSPAD	\$100
GIS / CADD Technician I - OSCT1	\$100
GIS / CADD Technician II - OSCT2	\$120
GIS / CADD Technician III - OSCT3	\$135
Senior GIS / CADD Technician/Designer - OSSCT	\$150
Design Supervisor - OSDS	\$170

PROFESSIONAL:

Junior Engineer/Planner/Surveyor - OSJP	\$125
Assistant Engineer/Planner/Surveyor - OSTSP	\$145
Associate Engineer/Planner/Surveyor - OSEEP	\$155
Senior Engineer/Planner/Surveyor - OSSP	\$170
Manager - OSMF	\$245
Structural Engineer - OSSTP	\$275
Associate - OSAP	\$250
Principal - OSPF	\$270

EXPENSES:

Plotting and In-House Reproduction - EPHP	1.10 x Cost
Subsistence - ESUB	1.10 x Cost
Other Expenses-Including Subconsultants & Purchased Services Through Subcontracts - EOTH	1.10 x Cost
Mileage - Outside Local Area - EMIL	Per Accepted IRS Rate
Litigation Support - ELIT	\$400
Courier - Same Day - PSCS	\$20
Courier - Next Day - PSCN	\$35

FIELD SERVICES:**CONSTRUCTION MANAGEMENT:**

Junior Field Engineer - FSJFE	\$141
Assistant Field Engineer - FSTFE	\$166
Associate Field Engineer - FSEFE	\$183
Senior Field Engineer - FSSFE	\$193
Construction Manager - FSCM	\$198

SURVEYING:

1-Person Survey Crew (GPS)(Robotic) - FS1R	\$193
1-Person Survey Crew - FS1P	\$156
2-Person Survey Crew - FS2P	\$277
3-Person Survey Crew - FS3P	\$340
Survey Manager - FSSM	\$190

EXPENSES:

Plotting and In-House Reproduction - EPHP	1.10 x Cost
Subsistence - ESUB	1.10 x Cost
Other Expenses-Including Subconsultants & Purchased Services Through Subcontracts -	1.10 x Cost
Mileage - Outside Local Area - EMIL	Per Accepted IRS Rate
Litigation Support - ELIT	\$400
Courier - Same Day - PSCS	\$20
Courier - Next Day - PSCN	\$35

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CA Office: 15092 Avenue of Science #200, San Diego, CA 92128

TASK DESCRIPTION			LABOR CODE/STAFF HOURS								TOTALS		
Phase	Task	Task/Sub	OSPP	OSMP	OSMP	OSSP	OSJP	OSPA	OSSCT	OSCT2	HOURS	FEE	%
			\$270	\$245	\$245	\$170	\$125	\$90	\$150	\$120			
		Project Management											
		Kick-Off Meeting	2	2	2		2				8	\$1,770	0.36%
		Project Status Meetings (Assume 6)		6	6	6	10	6			34	\$5,750	1.16%
		Project Management / Coordination / Schedule		20				12			32	\$5,980	1.20%
		<u>Subtotal</u>									74	\$13,500	
		Data Collection and Review											
		Data Coordination and Management		4							4	\$980	0.20%
		Review General Plan/Housing Element			2		2				4	\$740	0.15%
		Review CIP Projects / Records / Atlas Map(s)			4	2	4		1	2	13	\$2,210	0.44%
		Review O&M Records				1	2				3	\$420	0.08%
		Review Condition Projects			1	1	2				4	\$665	0.13%
		Review Existing Hydraulic Model				1	2				3	\$420	0.08%
		Review GIS Files / Information					2		2	4	8	\$1,030	0.21%
		Staff Interviews (Ops and Engineering)			2		4	2			8	\$1,170	0.24%
		Confirm Owership/Maintenance Responsibilities				1	2				3	\$420	0.08%
		<u>Subtotal</u>									50	\$8,055	
		Field Investigations											
		Inspection Set Up / Coordination with Contractor			1		4				5	\$745	0.15%
		Reconnaissance					20				20	\$2,500	0.50%
		Confirm Condition Assessment / Rating System			1		2				3	\$495	0.10%
		NPS - CCTV Inspections (approx. 44 miles)									0	\$181,500	36.46%
		NPS CCTV Siphons									0	\$2,156	0.43%
		Review CCTV Videos / Perform Assessment (approx. 44 miles)			2	12	545	8			567	\$71,375	14.34%
		Prepare Deliverables			2		16	8			26	\$3,210	0.64%
		QA/QC	2								2	\$540	0.11%
		<u>Subtotal</u>									623	\$262,521	
		Subtotal											
			OSPP	OSMP	OSMP	OSSP	OSJP	OSPA	OSSCT	OSCT2	PAGE TOTALS		
TOTAL - THIS PAGE			4	32	23	24	619	36	3	6	747	\$284,076	57.07%
TOTAL - ALL PAGES			20	32	48	66	973	72	22	126	1,359	\$497,772	100.00%

City of Stanton Sewer MP Update ,

TASK DESCRIPTION			LABOR CODE/STAFF HOURS								TOTALS		
Phase	Task	Task/Sub	OSPP	OSMP	OSMP	OSSP	OSJP	OSPA	OSSCT	OSCT2	HOURS	FEE	%
			\$270	\$245	\$245	\$170	\$125	\$90	\$150	\$120			
		Sewer Flow Projections											0.00%
		Evaluation of Water Data			4	4	40				48	\$6,660	1.34%
		Confirm Unit Generation Rates			1	1	4				6	\$915	0.18%
		EDU / Growth Projections			1	2	8				11	\$1,585	0.32%
		Coordinate with City Planning			1	2	2				5	\$835	0.17%
		Evaluation of Other Municipalities			1	1	2				4	\$665	0.13%
		Confirm Design Elements / Criteria			1		2				3	\$495	0.10%
		QA/QC	4								4	\$1,080	0.22%
		Subtotal									81	\$12,235	
		Capacity Analysis											
		Land Use / Model Loading			1	2	16				19	\$2,585	0.52%
		WCC - Model Update and Calibration									0	\$82,500	16.57%
		Flow Estimates			2	4	24				30	\$4,170	0.84%
		QA/QC	2								2	\$540	0.11%
		Subtotal									51	\$89,795	
		Capital Improvement Projects											
		Identification of Condition Projects			2	2	16		1	8	29	\$3,940	0.79%
		Identification of Capacity Projects			2	2	24		1	8	37	\$4,940	0.99%
		Evaluate Remaining Life			1	4	20		1	8	34	\$4,535	0.91%
		Prioritize / Phase CIPs			1	2	16				19	\$2,585	0.52%
		Cost Estimates			1	4	20				25	\$3,425	0.69%
		QA/QC	4								4	\$1,080	0.22%
		Subtotal									148	\$20,505	
		Sewer Master Plan Update											
		Draft Report			4	8	120	20	4	20	176	\$22,140	4.45%
		Final Report			2	4	40	16	2	8	72	\$8,870	1.78%
		QA/QC	4								4	\$1,080	0.22%
		Subtotal									252	\$32,090	
			OSPP	OSMP	OSMP	OSSP	OSJP	OSPA	OSSCT	OSCT2	PAGE TOTALS		
TOTAL - THIS PAGE			14	0	25	42	354	36	9	52	532	\$154,625	31.06%
TOTAL - ALL PAGES			20	32	48	66	973	72	22	126	1,359	\$497,772	100.00%

City of Stanton Sewer MP Update ,

TASK DESCRIPTION			LABOR CODE/STAFF HOURS								TOTALS		
Phase	Task	Task/Sub	OSPP	OSMP	OSMP	OSSP	OSJP	OSPA	OSSCT	OSCT2	HOURS	FEE	%
			\$270	\$245	\$245	\$170	\$125	\$90	\$150	\$120			
		Sewer System GIS and Atlas Map Updates											
		GIS Updates							4	20	24	\$3,000	0.60%
		Draft Atlas Map Book Development							4	36	40	\$4,920	0.99%
		Finalize Atlas Map Book							2	12	14	\$1,740	0.35%
		QA/QC									2	\$540	0.11%
		<u>Subtotal</u>	2								<u>80</u>	<u>\$10,200</u>	
		Flow Monitoring (1 month)											
		Flow monitoring (5 OCSD Locations for 1 month)									0	\$29,511	5.93%
		Flow monitoring (4 Add'l Locations for 1 month)									0	\$19,360	3.89%
		<u>Subtotal</u>									<u>0</u>	<u>\$48,871</u>	
		End of Task											
			OSPP	OSMP	OSMP	OSSP	OSJP	OSPA	OSSCT	OSCT2	PAGE TOTALS		
TOTAL - THIS PAGE			2	0	0	0	0	0	10	68	80	\$59,071	11.87%
TOTAL - ALL PAGES			20	32	48	66	973	72	22	126	1,359	\$497,772	100.00%

City of Stanton Sewer MP Update ,

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: January 11, 2022

**SUBJECT: RENEWAL OF AUTHORIZATION FOR VIRTUAL PUBLIC MEETINGS
PURSUANT TO AB 361**

REPORT IN BRIEF:

Consideration of the circumstances of the state of emergency related to the COVID-19 pandemic to determine whether remote teleconference meetings of the City Council, Committees, and Commissions can continue to be held under the provisions of AB 361.

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Reconsider the circumstances of the state of emergency; and
3. Find that state or local officials have continued to impose or recommend measures to promote social distancing; and
4. Direct staff, no later than 30 days after the City Council approves the recommended action, to report back on the state-proclaimed state of emergency so that City Council may reconsider the circumstances of the emergency, and, if appropriate, make findings to continue to hold virtual meetings of City legislative bodies pursuant to AB 361.

BACKGROUND:

On October 26, 2021, City Council adopted Resolution 2021-34, which authorized City Staff to conduct remote teleconference meetings of the City Council, Committees, and Commissions under the provisions of AB 361 (in effect as of October 1, 2021 – Government Code Section 54953(e)). Pursuant to Government Code Section 54953(e)(3), the City Council is required every thirty (30) days to reconsider the circumstances of the state of emergency and determine whether:

- The state of emergency continues to directly impact the ability of the members to meet safely in person, or

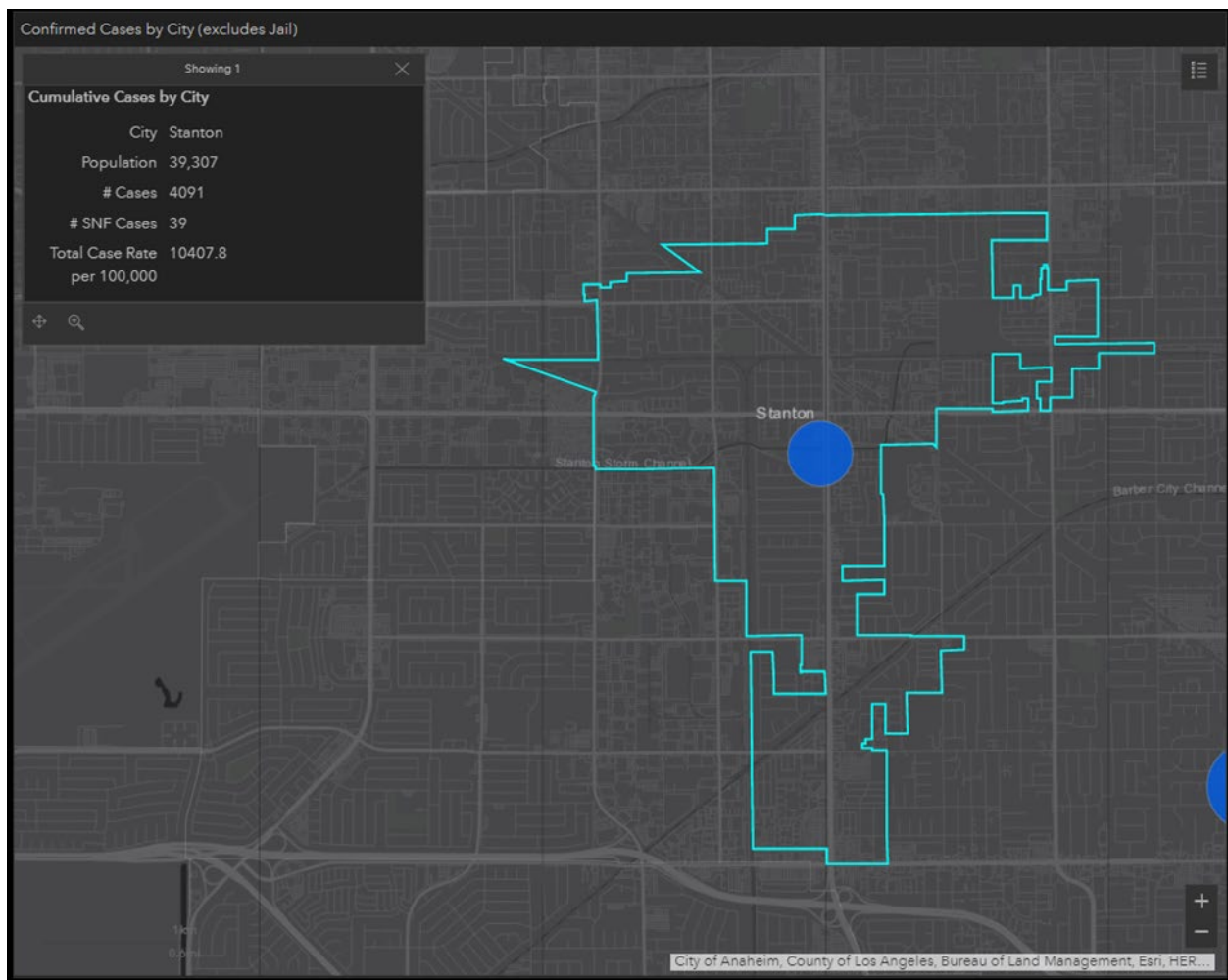
- State or local officials continue to impose or recommend measures to promote social distancing.

If neither of the two finding options can be made by majority vote, the City Council, Committees, and Commissions will no longer be able to continue holding public meetings by teleconference without compliance to the Ralph M. Brown Act's Section 54953(b)(3). Section 54953(b)(3) imposes notice and access requirements for public meetings conducted via teleconference. Such requirements include identifying in the meeting notice and agenda the teleconference location of each member of the legislative body participating in the meeting and ensuring that each teleconference location be accessible to the public.

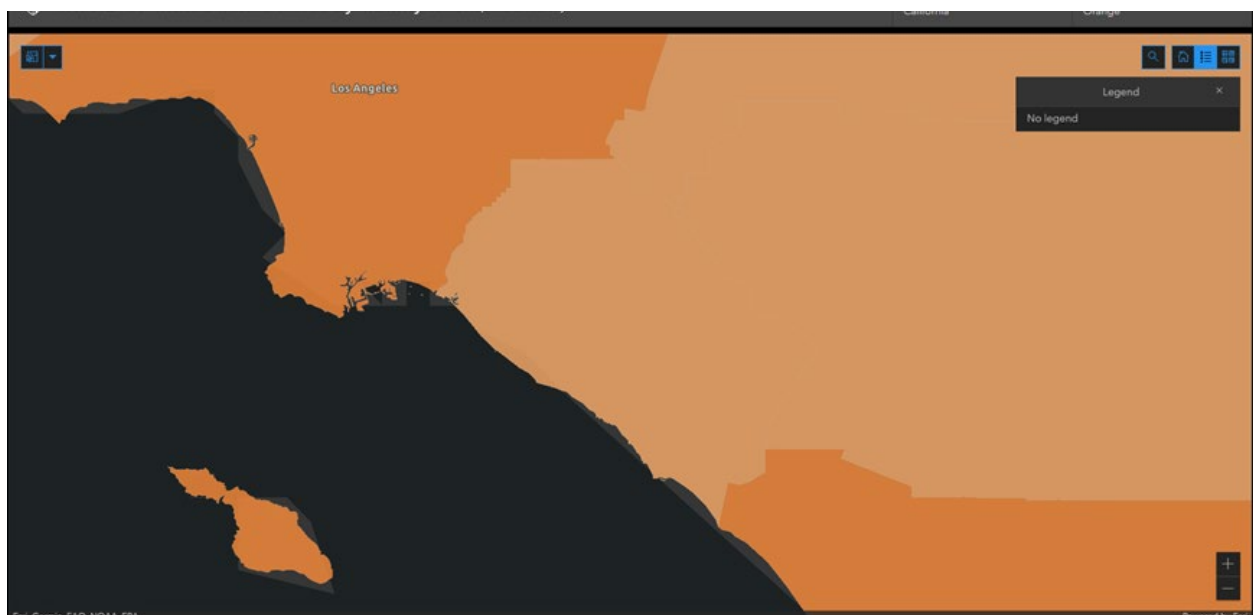
It is important to note that having virtual meetings under the provisions of Government Code Section 54953(e)(3) is optional. If the Council wishes, it may continue to meet in-person. In addition, hybrid meetings are permissible. Given that the dynamics of the pandemic and the health crisis are continually changing, the intent of the attached Resolution is to, among other things, allow for the City's Council, Commissions, and Committees to meet virtually in the event of illness, quarantine, or other government measures. If the Council will meet only or partially in-person, it should ensure compliance with the Orange County Health Care Agency's recommendations for local public meetings.

ANALYSIS/JUSTIFICATION:

Currently, the State of California and the County of Orange remain under the state of emergency brought on by the COVID-19 pandemic, particularly with the spread of the Delta Variant. State and local officials are still recommending measures to promote social distancing.

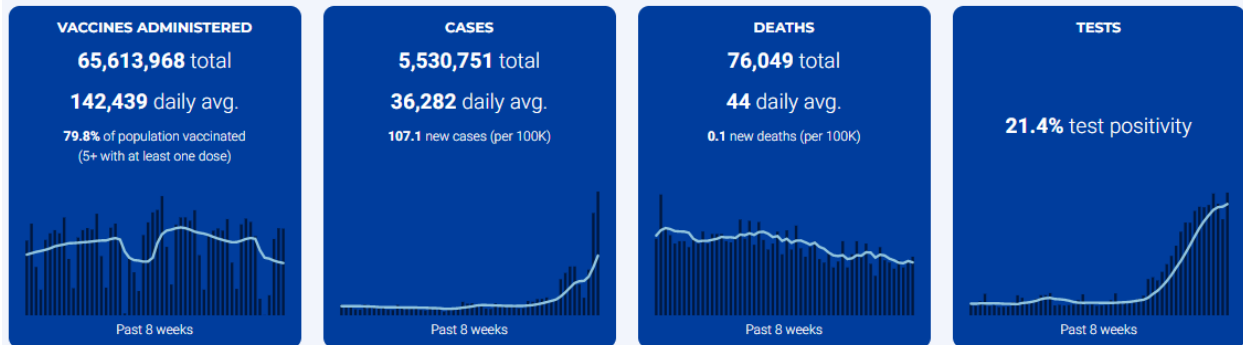


[COVID-19 Cases by City](#)



[COVID-19 United States Cases by County \(by Johns Hopkins University\)](#)

Update for January 6, 2022



Updated January 6, 2022 at 9:37 AM, with data from January 5, 2022.

[Vaccines administered source data](#) and [cases, deaths, and tests source data](#)

[Tracking COVID-19 in California](#) (last updated January 6, 2022, at 12:00 PM)

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

None. This item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly).

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

1. Provide a safe community.

PUBLIC NOTIFICATION:

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

Prepared By:

/s/ Jason Huynh

Jason Huynh
Management Analyst

Approved as to Form By:

HongDao Nguyen
City Attorney

Approved By:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: January 11, 2022

**SUBJECT: AGREEMENT TO TRANSFER FUNDS” TO THE CITY OF STANTON OF
THE BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC)
2021-2022 NORTH ORANGE COUNTY PUBLIC SAFETY
COLLABORATIVE FUNDING PROGRAMS**

REPORT IN BRIEF:

The City, as part of and on behalf of the North Orange County Public Safety Collaborative, has been designated to receive \$7,800,000 in 2021-2022 Corrections Planning and Grant Programs funding from the Board of State and Community Corrections (BSCC). The funds will support a regional collaborative effort for the purpose of violence prevention, intervention, and suppression activities. The funds are to be spent during the funding period—from October 1, 2021 through June 30, 2026.

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Receive and file the “Agreement to Transfer Funds” to the City of Stanton of the Board of State and Community Corrections (BSCC) 2021-2022 North Orange County Public Safety Collaborative Funding Programs.

BACKGROUND:

The North Orange County Public Safety Collaborative (Collaborative) is comprised of the City of Stanton and ten other cities in the region: Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, and Yorba Linda. Through the State Budget Act of 2021, the Collaborative has been designated to receive \$7,800,000 in 2021-2022 Corrections Planning and Grant Programs funding from the Board of State and Community Corrections (BSCC).

Per the disbursement terms, the funds will support a regional collaborative effort for the purpose of violence prevention, intervention, and suppression activities. Specifically, the funding is for the use of evidence-based practices and programs in the following focus areas: 1) addressing youth violence prevention and intervention in K-12 schools; 2)

promoting and enhancing the successful reentry of offenders into the community; and 3) addressing homeless outreach and intervention efforts. The funds are to be spent during the funding period—from October 1, 2021 through June 30, 2026. The funding requirement specifies that 60% of the funds must go to community-based organizations (CBOs) in the region, with the rest being allocated to individual cities and regional collaborations. The required disbursements place an emphasis on regional collaborative programs for both CBOs and cities.

The City, as the fiscal agency, has been designated as the recipient of the funds. The City has acknowledged and attested that the funds will be utilized in full compliance with disbursement terms issued by the BSCC. The eleven cities and Collaborative CBOs have also agreed to satisfy the project's requirement by providing the services as specified in the use of funds. A Coordinating and Advisory Board, consisting of representatives from each of the cities within the Collaborative, is responsible for governing the Collaborative, prioritizing the use of funds, and reporting annually to the BSCC on the uses and overall effectiveness of the Collaborative.

ANALYSIS/JUSTIFICATION:

Formerly known as the North Orange County Public Safety Task Force, over the past four years the Collaborative has been instrumental in implementing transformational innovation to address regional public safety issues. The Collaborative is dedicated to greatly reducing the need for law enforcement interventions in youth violence, recidivism, and homelessness through regionally coordinated, creative social intervention programs, partnerships, and initiatives. The Collaborative facilitates interagency collaboration and monitors the progress of its CBO partners through monthly strategy meetings and consistent evaluation of emerging trends.

FISCAL IMPACT:

Approximately three hundred ninety thousand dollars (\$390,000) of the Collaborative's funding will be used for regional administrative costs, which includes the complete salary and benefits for one full year of the City's Assistant to the City Manager—who serves as Executive Director of the Collaborative—as well as the Collaborative's overhead costs of office supplies, technological equipment, and travel expenses. The Executive Director coordinates the administrative framework and wraparound effort to assist the Collaborative in achieving its goals and objectives.

ENVIRONMENTAL IMPACT:

None. This item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(5) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly).

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

1. Provide a safe community.
5. Provide a high quality of life.

PUBLIC NOTIFICATION:

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

Prepared By:

/s/ Jason Huynh

Jason Huynh
Management Analyst

Reviewed By:

/s/ Michelle Bannigan

Michelle Bannigan
Finance Director

Reviewed By:

/s/ Soo Elisabeth Kang

Soo Elisabeth Kang
Assistant to the City Manager

Approved By:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachment(s):

- A. Operating Agreement
- B. Acknowledgement and Attestation, Payment Check

OPERATIONAL AGREEMENT

This Operational Agreement stands as evidence that the NORTH ORANGE COUNTY PUBLIC SAFETY COLLABORATIVE (herein, the “Collaborative”) consisting of the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Stanton and Yorba Linda, intend to work together toward the mutual goal of providing maximum available assistance to support its regional communities using local collaborative effort to reduce violence through prevention, intervention, and suppression activities through the use of evidence-based services.

The Collaborative believes that the formation of the North Orange County Public Safety Coordinating and Advisory Board (herein, the “Board”) and the implementation of the North Orange County Public Safety Services (herein, the “Services”) (together, the “Project”), as described within this application, will further this goal. Each city agency agrees to participate in the Project as outlined below.

North Orange County Public Safety Coordinating and Advisory Board

The cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Stanton and Yorba Linda will closely coordinate regional services and local activities through the formation of the Board. The Board members are representatives from the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Stanton and Yorba Linda. The Chair of the Board is the Chief of Police from Buena Park, Chief Corey Sianez, who will facilitate the Board’s efforts. The Board will ensure that the Project is responsive to community needs, prioritize the use of funds, secure key agencies to support the efforts and identify ways to obtain sustainability.

The Board’s support of the efforts is to ensure that Services are readily available for resource provision through the evidence-based prevention support services such as OST (Out of School Time) character and leadership development, education and career development, health and life skills, the arts, and sports, fitness, and recreation through intervention support services such as homeless street outreach and intervention efforts through appropriate linkages to continuum of care, reentry supportive resources, and case management services.

Monthly Board meetings will review fiscal and project reports. To serve the community as a safety net, regional efforts and its coordination to provide the community direct resources through the Services will also be monitored and modified as necessary.

North Orange County Public Safety Programmatic Responsibilities and Fiscal Executive Director

The North Orange County Public Safety Services Programmatic and Fiscal Executive Director is Soo Elisabeth Kang (herein, the “Executive Director”) who will directly report to the Board as to coordinating the administrative framework and wraparound effort to meet its goals and objectives of the Services in the region.

Management structure and decision-making processes and how it will support the objectives and goals: Under the leadership of the Coordinating and Advisory Board, the Executive Director

evaluates emerging trends; early, middle, and late evaluation and outcomes of rendered services; sets given policy direction; monitors the progress of the community-based organization (CBO) partners; and facilitates interagency/collaboration and troubleshooting while implementing the Board's direction.

The Executive Director shall file reports to the Board of State and Community Corrections fiscally and programmatically as required by the Board of State and Community Corrections. Fiscal responsibilities include 1) Preparation, which includes all Project-related receipts for each reimbursable item with sufficient supporting documentation with labels on all documents for expenses eligible for reimbursement; 2) Invoice Line Item Clarification which includes line items from the budget match worksheets, invoices, itemized receipts to substantiate charges for each line item; and 3) Assembly and submission of supporting documentation packet signed by the Board's authorized designated officer on the required face page.

Programmatic responsibilities include compiling and submitting 1) Progress Reports due in the timeline requested to capture the implementation measures of the Services for the timeframe of the report; 2) a Local Evaluation Plan to collect and evaluate data to measure performance and outcomes of the Services' activities with any preliminary findings or evidence of Project impact; 3) a Final Outcome Evaluation Report to provide final findings of the measured performance and outcomes of the Services' activities. Metrics and information on the service work performed in the focus area of homeless outreach are collected by all key players and shared using a common communication and data platform that enables continuous communication. In a singular effort to connect homeless clients to the systems of care, human and data-driven integration of key local community members will be practiced through the utilization of Outreach Grid, an app-based communication platform for resource and service links to a system of care including a bed shelter reservation system, coordinate dispatch and maintain data integrity.

The Executive Director's responsibilities also include monthly meetings with the community-based organizations and stakeholders to discuss strategies, timetables, implementation of services and support to reduce violence through prevention, intervention, and suppression activities.

North Orange County Public Safety Services

The regional collective impact of the North Orange County Public Safety Collaborative includes funded community-based partners.

Funded Services Partners: The funded Services community based organizations partners will provide the following direct resources: Out of School Time (OST) violence, prevention and intervention activities and case management services; mentoring services; early violence prevention and intervention activities; homeless and reentry case management services; promotion of positive outcomes for all children and families by leveraging collaborative impact of partners and championing quality family support and strengthening practices; assessment, life skills, coping and counseling services; and programmatic evaluation and outcome reports. Law enforcement agencies within the Collaborative will provide dedicated officers to meet the needs of the Services in the region working collaboratively.

Period

Effective performance period is for: October 1, 2021 through June 30, 2026.

Financial Arrangements

Board of State and Community Corrections under the Corrections Planning and Grant Programs shall award the funds to the North Orange County Public Safety Collaborative for a total of \$7,800,000 during the performance period. Funds are available for encumbrance or expenditure until June 30, 2026 or earlier. The Collaborative agrees that the City of Stanton shall serve as the designated fiscal agent (herein, the Fiscal Agent) on behalf of the Collaborative with authority to present claims to Board of State and Community Corrections on behalf of each of the funded cities and its community-based organizations for services delivered by each. Disbursement of payment as appropriate will be made by the Fiscal Agent. The Fiscal Agent shall be responsible for facilitating partners meetings, collecting documentation for invoices and outcome measurements from each partner and maintaining complete and accurate records of all financial and outcome measurement data.

Miscellaneous

Each party agrees to mutually defend, indemnify, and hold harmless the other parties, their officials, officers, directors, agents, employees, and volunteers, from all claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or threatened, actual attorney's fees incurred by each party, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever, including, but not limited to, liability for bodily injury, sickness, disease or death, property damage (including loss of use) or violation of law, caused by or arising out of, or relating to any negligent act, error or omission, or willful misconduct of that party, its officials, officers, directors, agents, employees, and volunteers acting pursuant to its control and performing under this Operational Agreement. To the extent that more than one party is determined to have been negligent or at fault, the parties agree that each party shall bear its own portion or percentage of liability and to indemnify and hold harmless the other parties for that share.

This Operational Agreement may be executed and delivered in any number of counter parts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement. Facsimile or electronic signatures will be permitted.

The laws of the State of California and applicable local and federal laws, regulations, and guidelines shall govern this Operational Agreement.

Should litigation arise out of this Operational Agreement or the performance thereof, each party shall be responsible for its own costs and expenses, including attorney's fees.

Any party may withdrawal from this Operational Agreement without cause upon thirty (30) days' written notice to the other parties. Upon the effective date of the withdrawal, the withdrawing party shall have no right or claim to any additional sums from the Board of State

and Community Corrections under the Corrections Planning and Grant Programs, as contemplated by this Operational Agreement.

Authorized Representatives for the North Orange County Public Safety Collaborative

We, the undersigned, as authorized representatives of the cities of Anaheim, Brea, Buena Park, Cypress, Fullerton, La Habra, La Palma, Orange, Placentia, Stanton, and Yorba Linda, do hereby approve this document.

[SIGNATURES HERE]

Jason Huynh

From: Kang, Soo
Sent: Tuesday, January 4, 2022 11:17 AM
To: Jason Huynh
Subject: FW: California Senate Bill 170 Funding - North Orange County Public Safety Task Force Violence Prevention, Intervention and Suppression Activities [226]

Categories: Reference Materials

Soo Elisabeth Kang, M.A.
Assistant to the City Manager
City of Stanton

7800 Katella Avenue
Stanton, CA 90680
714.890.4274 office
www.StantonCA.gov



California's Top 50 Safest Cities of 2021

Stanton

From: Sutter, Lee@BSCC <lee.sutter@bscc.ca.gov>
Sent: Wednesday, October 27, 2021 11:15 AM
To: Kang, Soo <SKang@stantonca.gov>
Cc: Sianez, Corey <csianez@bppd.com>; Cota, Lorraine <LCota@bppd.com>
Subject: RE: California Senate Bill 170 Funding - North Orange County Public Safety Task Force Violence Prevention, Intervention and Suppression Activities [226]

Thank you for your response and attestation. We will prepare the funds for payment today.

Thank You,

Lee Sutter

Chief Fiscal Officer
BOARD OF STATE AND COMMUNITY CORRECTIONS
2590 Venture Oaks Way, Ste. 200
Sacramento, CA 95833
Office: (916) 445-4607
Cell: (916) 712-2887
Email: lee.sutter@bscc.ca.gov
LEADERSHIP ★ EXCELLENCE ★ SUPPORT

From: Kang, Soo <SKang@stantonca.gov>
Sent: Wednesday, October 27, 2021 11:03 AM
To: Sutter, Lee@BSCC <lee.sutter@bscc.ca.gov>
Cc: Sianez, Corey <csianez@bppd.com>; Cota, Lorraine <LCota@bppd.com>

Subject: RE: California Senate Bill 170 Funding - North Orange County Public Safety Task Force Violence Prevention, Intervention and Suppression Activities [226]

Good morning, Mr. Sutter.

Thank you for the email and our phone conversation to clarify the funding period including the timeline as to the release of the funds.

On behalf of the North Orange County Public Safety Task Force and its fiscal agency, the City of Stanton does acknowledge and attest that the funds will be utilized as stated in the email below as well as in accordance with Senate Bill 170, Chapter 240, Statutes of 2021, Control Section 19.56 (e), (226), which provides that the North Orange County Public Safety Task Force will receive \$7,800,000 for violence prevention, intervention and suppression activities. Funds may be utilized for a range of programs, services and activities designed to reduce violence.

Should you need additional information or have any questions, please contact me. Have a wonderful day.

Soo Elisabeth Kang, M.A.
Assistant to the City Manager
City of Stanton

7800 Katella Avenue
Stanton, CA 90680
714.890.4274 office
www.StantonCA.gov



From: Sutter, Lee@BSCC <lee.sutter@bscc.ca.gov>

Sent: Wednesday, October 27, 2021 10:06 AM

To: Kang, Soo <SKang@stantonca.gov>

Subject: California Senate Bill 170 Funding - North Orange County Public Safety Task Force Violence Prevention, Intervention and Suppression Activities [226]

Importance: High

Good morning,

The Board of State and Community Corrections (BSCC) is preparing to provide funding to your agency per the Budget Act of 2021.

This disbursement will be made in accordance with Senate Bill 170, Chapter 240, Statutes of 2021, Control Section 19.56 (e), (226), which provides that the North Orange County Public Safety Task Force will receive \$7,800,000 for violence prevention, intervention and suppression activities. Funds may be utilized for a range of programs, services and activities designed to reduce violence, and may include the following:

- (i) Programs to address youth violence prevention and intervention in K-12 schools.
- (ii) Programs to promote and enhance the successful reentry of offenders into the community.
- (iii) Programs to address homeless outreach and intervention efforts.

The North Orange County Public Safety Task Force shall distribute at least 60 percent of the funds allocated in this item to one or more community-based organizations to assist with violence prevention, intervention and suppression activities.

Please respond to this email, which will serve as your agency's acknowledgement and attestation that the funds will be utilized for the purpose(s) identified above. In addition to the requirement for this attestation, the BSCC will follow up with your agency prior to the end of the funding period, June 30th, 2026 for confirmation that the funding was used as intended in the budget.

Upon receipt of this email, we will issue the warrant in the amount shown above. If you have any questions regarding this funding distribution, please contact Lee Sutter, Chief Fiscal Officer, at Lee.Sutter@bscc.ca.gov or (916) 712-2887.

Thank You,

Lee Sutter

Chief Fiscal Officer

BOARD OF STATE AND COMMUNITY CORRECTIONS

2590 Venture Oaks Way, Ste. 200

Sacramento, CA 95833

Office: (916) 445-4607

Cell: (916) 712-2887

Email: lee.sutter@bscc.ca.gov

LEADERSHIP ★ EXCELLENCE ★ SUPPORT

**STATE OF CALIFORNIA**THE TREASURER OF THE STATE WILL PAY OUT OF THE
IDENTIFICATION NO.

FUND NO.

FUND NAME

8087

FISCAL CONSOLIDATED PMT

0000

MO. DAY YR.

11 16 2021

90-1342/1211

TO: 236546

--- CITY OF STANTON
7800 KATELLA AVE
STANTON CA 90680-3123

DOLLARS

CENTS

\$*7800000.00

BETTY T. YEE

CALIFORNIA STATE CONTROLLER

DETACH ON DOTTED LINE
KEEP THIS PORTION FOR YOUR RECORDS

ISSUE DATE: 11/16/2021

STATE & COMMUNITY CORRECTIONS

2590 VENTURE OAKS WAY SECOND FLOOR SUITE 200

SACRAMENTO CA 95833

FOR QUESTIONS CONTACT ACCOUNTING DEPARTMENT AT TBD

VENDOR NAME

VENDOR ID

CITY OF STANTON

VOUCHER ID

INVOICE ID

PO ID

SB 170 CS 19.56 ITEM (226)

AMOUNT PAID

\$7800000.00

PAYMENT MESSAGE

SB 170, CH 240, STATUTES OF 2021, CONTROL SECTION 19.56 (E) (26)

ADDITIONAL PAYMENT MESSAGE

THIS FUNDING IS TO BE USED FOR VIOLENCE PREVENTION, INTERVENTI
ON & SUPPRESSION ACTIVITIES.

RECEIVED

FINANCE

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: January 11, 2022

SUBJECT: PUBLIC HEARING TO CONSIDER SITE PLAN AND DESIGN REVIEW SPDR-811, CONDITIONAL USE PERMIT CUP 20-04, PLANNED DEVELOPMENT PERMIT PDP 20-07, DEVELOPMENT AGREEMENT DA 20-04, TENTATIVE TRACT MAP NO. 19119 AND ADOPTION OF THE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND ASSOCIATED MITIGATION MONITORING AND REPORTING PROGRAM FOR A NEW 79-UNIT TOWNHOME PROJECT INCLUDING 7 LOW INCOME AFFORDABLE UNITS LOCATED AT 12200 BEACH BOULEVARD IN THE COMMERCIAL GENERAL (CG), GENERAL MIXED-USE (GLMX) OVERLAY ZONE

REPORT IN BRIEF:

A public hearing to consider a new 79-unit, single family, townhome project including 7 low-income affordable units and associated improvements located at 12200 Beach Boulevard. Applications include Development Agreement DA 20-04, Site Plan and Design Review SPDR-811, Conditional Use Permit CUP 20-04, Planned Development Permit PDP 20-07 and Tentative Tract Map No. 19119.

RECOMMENDED ACTION:

1. City Council conduct a public hearing; and
2. Adopt Resolution No. 2022-01 adopting an Initial Study and Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program (MMRP) for the development of 79 townhome units including 7 low-income affordable units and associated improvements at 12200 Beach Boulevard, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING AN INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE DEVELOPMENT OF 79 TOWNHOME UNITS INCLUDING 7-LOW INCOME AFFORDABLE UNITS AND ASSOCIATED IMPROVEMENTS AT 12200 BEACH BOULEVARD”; and

3. Introduce Ordinance No. 1118, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND BONANNI DEVELOPMENT FOR CERTAIN REAL PROPERTY LOCATED AT 12200 BEACH BOULEVARD WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ.”; and

4. Adopt Resolution No. 2022-02 approving Site Plan and Design Review SPDR-811, Conditional Use Permit C20-04, Planned Development Permit PDP 20-07 and Tentative Tract Map No. 19119 for a new 79-unit, townhome development including 7 low-income affordable units and associated improvements, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING SITE PLAN AND DESIGN REVIEW SPDR-811, CONDITIONAL USE PERMIT C20-04, PLANNED DEVELOPMENT PERMIT PDP 20-07 AND TENTATIVE TRACT MAP NO. 19119 FOR A NEW 79-UNIT TOWNHOME DEVELOPMENT INCLUDING 7 LOW-INCOME AFFORDABLE UNITS AND ASSOCIATED IMPROVEMENTS FOR THE PROPERTY LOCATED AT 12200 BEACH BOULEVARD LOCATED IN THE COMMERCIAL GENERAL (CG), GENERAL MIXED-USE (GLMX) OVERLAY ZONE”; and

5. Set Ordinance No. 1118 for second reading and adoption at the January 25, 2022 regularly scheduled City Council meeting.

BACKGROUND:

The applicant, Chris Segesman representing Bonanni Development (Applicant), is requesting to develop seventy-nine (79) three-story townhome units and associated improvements within a 3.54-acre site located at 12200 Beach Boulevard, south of Chapman Avenue and highlighted in Figure 1 below. The subject property currently includes a recreational vehicle rental business with three buildings and accessory structures. The applicant plans to remove all existing structures and construct a 79-unit townhome development with 8 units dedicated for moderate-income affordable housing.

Figure 1. Aerial Map



The project is located in the Commercial General (CG) zone with a General Mixed-Use (GLMX) Overlay and has a General Plan Land Use designation of General Mixed Use. Surrounding zoning and land uses are as follows:

Direction	Zoning	Existing Land Use
North	Commercial General (CG) with General Mixed-Use Overlay (GLMX) and High Density Residential (RH)	Commercial Center (restaurants, laundromat, liquor store) and Su Casa Apartments
South	Commercial General (CG) with General Mixed-Use Overlay (GLMX) and Open Space/Buffer Zone (OS)	Beach Auto Glass and Anaheim Barber City Channel
East	Open Space/Buffer Zone (OS)	Anaheim Barber City Channel
West	Across Beach Boulevard R-3 Multiple-Family Residential (City of Garden Grove)	Beach Creek Resort Apartments (City of Garden Grove)

ANALYSIS/JUSTIFICATION

TENTATIVE TRACT MAP- The applicant is requesting approval of Tentative Tract Map No. 19119 to subdivide a single-lot for condominium purposes to allow for individual ownership of the proposed 79 attached condominium units. The proposed Tentative

Tract Map has been reviewed by the City Engineer and is technically correct and conforms to the requirements of the Subdivision Map Act (Government Code section 66410 *et. seq.*) and the City's Subdivision Ordinance (Title 19 of the Stanton Municipal Code).

DEVELOPMENT AGREEMENT- The City Council authorized staff to enter into negotiations for a Development Agreement for this project. The Development Agreement would vest the project in accordance with existing land use laws, regulations, and ordinances. In exchange, the Developer has agreed to provide substantial improvements to the neighborhood by building a high quality designed and executed residential community and improving the public experience and visual corridor of Beach Boulevard in accordance with the Livable Beach Boulevard Mobility Plan. This development contributes financially to the Public Benefit, Neighborhood Preservation and City Beautification and Enhancement Funds.

The Planning Commission's review of the Development Agreement as prescribed by Stanton Municipal Code Section 20.510.050, provides the Commission review the Development Agreement to determine whether it provides a public benefit to the city, that it is consistent with the General Plan, Specific Plan, and Zoning Code, and it complies with the DA statute. All other considerations within the Development Agreement are to be considered by the City Council.

CONDITIONAL USE PERMIT- The Stanton Municipal Code (SMC) requires a Conditional Use Permit for stand-alone residential developments within the General Mixed Use Overlay Zone for properties that are a minimum distance of 500 feet away from intersections of Principal, Major, Primary, or Secondary arterial streets as defined in the Stanton General Plan. In this case, a CUP is required because the proposed project is a stand-alone residential development approximately 880 feet away from the intersection of Beach Boulevard and Chapman Avenue—which is identified as a primary arterial in the General Plan.

Staff is recommending approval, finding the development of a stand-alone residential project at this location is complimentary to the adjacent commercial and residential developments. Bringing a for-sale development onto Beach Boulevard offers a new and unique housing option not currently found in Stanton. Replacing this commercial site with a vibrant, residential development will enhance the community and bring a pedestrian focus into this portion of Beach Boulevard. The project will improve the pedestrian experience along Beach Boulevard by adding public fixtures, benches, wider sidewalks, enhanced landscaping and lighting as well as integrating the project into the built environment along this important corridor.

SITE PLAN AND DEVELOPMENT REVIEW- The Stanton Municipal Code (SMC) requires a site plan and development review permit for land use projects in the Mixed-Use Overlay Zone. The project meets or exceeds the required front, side and rear yard setbacks, density, building height and other significant development standards for this zone.

The project is comprised of 79, for-sale, three-story townhome units with 8 units reserved for moderate-income affordable housing. Fourteen buildings are proposed on site in clusters of 4 and 6 units in each building.

Figure 2. Site Plan



The units are comprised of five floor plan types as follows:

Plan Type	Number of Units	Size	Bedrooms
Unit 1A	6	940 sq. ft.	1 Bed/1 Ba
Unit 1B	6	880 sq. ft.	1 Bed/1 Ba
Unit 2A	29	1,355 sq. ft.	3 Bed/ 3 Ba
Unit 2B	7	1,375 sq. ft.	2 Bed/ 2.5 Ba
Unit 3A	31	1,625 sq. ft.	3 Bed/ 3.5 Ba

Access to the site is provided from a main and secondary driveway on Beach Boulevard. A 25-foot interior street serves the proposed development. The 36-foot-wide driveway entrance on the southernmost portion of the site will be restricted to right in and right out maneuvers only and the secondary 19-foot 10-inch driveway to the north is restricted for right turn exiting maneuvers only.

On-site amenities include a recreation area, community park and dog park. The recreation area includes outdoor seating, shade structures, BBQ counter, fireplace etc. The community park is proposed with a playground, a lawn for active and passive play, corn hole, lounge seating, shade structures and fire pits for gatherings. The dog park will include bench seating and a pet station.

PLANNED DEVELOPMENT PERMIT: The Zoning Code allows applicants to request a Planned Development Permit, which is a flexible land use planning tool intended to:

- Ensure efficient use of land and better living environment: apply modern site planning techniques resulting in a more efficient use of land for superb site planning and excellent design that would not be achievable within the strict application of the development standards;
- Ensure high standards of environmental quality, public health and safety and efficient use of the City's resources; and
- Provide for amenities over and above what is typically required by the Zoning Code.

The applicant is requesting the following modifications:

- Common and Private Open Space: The Zoning Code's development standards for multi-family projects do not differentiate between an apartments, condominiums or townhomes. As such, the standard common open space requirement is intended to ensure those living in a multi-family development have useable open space and outdoor areas adding value to the quality of life of the development.

The standard requirement for multi-family developments includes two common amenities and 30% of the site dedicated to common usable open space. Here, strict application of the Code would require 46,341 square feet of common open space and two on-site amenities. The project offers 41,748 square feet and provides three usable on-site amenities including: recreation area, community park and dog park. The variety of on-site amenities ensures the open space provided is usable and meets the anticipated needs of the residents in the development.

Similarly, the SMC requires private open space for each unit with a minimum area of 250 square feet or 25 percent of the total dwelling unit size, whichever is less. The project proposes the following private open space:

Unit Square Footage	Private Open Space Required	Provided
Unit 1A: 940 sq. ft.	238 sq. ft.	40 sq. ft.
Unit 1B: 880 sq. ft.	230 sq. ft.	40 sq. ft.
Unit 2A: 1,355 sq. ft.	250 sq. ft.	95 sq. ft.
Unit 2B: 1,375 sq. ft.	250 sq. ft.	75 sq. ft.
Unit 3A: 1,625 sq. ft.	250 sq. ft.	90 sq. ft.

While the project does not meet the required private open space and common area requirements, it provides usable, quality of life improving features that bring value to the individual unit and to the development as a whole. Additionally, the project provides additional benefits to the community offering improvements to the pedestrian experience along Beach Boulevard as well as an offsite parkette at the terminus of Orangewood Avenue and Santa Rosalia Street or funds equivalent to the project.

- Four Feet Architectural Offset: The SMC requires a minimum four-foot offset for every two units be provided at the front of the structure. The proposed project has units attached in clusters of four and six. Buildings 3 and 4, facing Beach Boulevard, include this offset, but the remaining buildings do not provide for the offset. To break up the mass of the buildings the developer proposes variations in the materials including plaster, lap siding, faux wood porcelain tile and brick.



View Along Beach Boulevard



View Along Beach Boulevard

In conclusion, the project meets the intent of the Planned Development Permit and the Site Plan and Development Review. The utilization of modern site planning provides additional market rate and affordable housing opportunities and improves the character and condition of the Beach Boulevard corridor. The project offers increased common on-site amenities, improved street frontage character, quality landscaping, decorative paving and will result in an aesthetically pleasing development compatible with the community as a whole.

PARKING: On December 15, 2021 the Planning Commission held a public hearing and reviewed two parking and affordable housing options for the project. The first option included the project proposing 8 moderate income affordable units, which made the project eligible for a by-right parking concession per Government Code Section 65915. Under the parking concession the project would be required to provide 146 parking spaces.

The second option was to consider a parking modification through the Planned Development Permit process and in exchange receive 7 units at a lower affordability level in the low-income category. The project proposes 146 covered parking spaces and

56 uncovered spaces for a total of 202 off-street parking spaces or 2.56 parking spaces per unit. The individual units will have 1-car and 2 car garages (depending on the unit's size and floor plan). The Code requires a total of 311 parking spaces or 3.9 parking spaces per unit for this project.

The project proposes to exceed the allowed parking by right by including 56 uncovered spaces for a total of 202 off-street parking spaces. For reference, the following table outlines the latest project's parking ratios.

Project	Parking Ratio
Cloud House	1.7 spaces per unit
The VRV	1.75 spaces per unit
Brookfield	2.48 spaces per unit
Bigsby	2.55 spaces per unit
Lighthouse	3.25 spaces per unit
Katella Assemblage	3.63 spaces per unit

It is important to note that Lighthouse is a 3- and 4-bedroom unit designed project and Assemblage is a 3 bedroom project. Bigsby is a mix of 1, 2 and 3 bedrooms and thus, provides a higher ratio per bedroom than any other development recently approved.

Additionally, with the second option the City achieves deeper affordability for the restricted units to the low-income category. While this option reduces the total number of affordable units from 8 to 7, the deeper affordability far exceeds the loss of the single unit.

The Planning Commission recommend approval of the project allowing the parking as proposed through the Planned Development Permit process to accept 7 low-income restricted units and the 2.55 spaces per unit ratio.

As has been the practice, condition 15(l) to require a Parking Management Plan to among other things, ensure that sufficient parking is provided on site and adequate procedures exist for the HOA to resolve future parking issues.

FISCAL IMPACT:

Project review is paid for through the applicant's development deposit and associated fees. As such, there will likely not be any fiscal impacts to the City with regard to project review. Under the Development Agreement, the applicant will pay \$1,663,038 to the City via the following breakdown: \$1,500 per unit as a Public Benefit Fee (City Facilities Fee), \$1,000 per unit for Neighborhood Preservation and \$12,222 per unit for Development Impact Fees. Additionally, the Development Agreement provides that the

City will receive \$500,000 in Beautification/Enhancements Fees for the design, implementation and improvements to the Orangewood/Santa Rosalia Corridor pedestrian, bicycle and community improvements and the Pocket Park at the terminus of Orangewood Avenue. If the Orangewood Parkette is funded through other sources or no longer necessary, then the City may use the funds for other beautification and enhancement projects in the City.

ENVIRONMENTAL IMPACT:

An Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for the project pursuant to the California Environmental Quality Act (CEQA) and State CEQA Guidelines. The IS/MND document prepared by consultant Blodgett Baylosis Environmental Planning, includes the project setting and description, initial study checklist, and an environmental evaluation. The Draft MND was circulated for a 30-day public review period beginning on October 26, 2021 and ending on November 29, 2021. Copies of the document were made available at City Hall, Stanton Library and City website. A notice of intent was posted at 12200 Beach Boulevard and the terminus of Orangewood Avenue and Santa Rosalia Street, mailed to property owners and tenants within a 500 foot radius of both sites and posted at City Hall, Stanton Post Office and Family Resource Center. Notice and the IS/MND were sent to the State Clearinghouse, Office of Planning and Research. The State Clearinghouse issued a project number for this MND (SCH No. 2021110029) and circulated the NOI and IS/MND to various state agencies. The project will require adoption of a Mitigation Monitoring and Reporting Program (MMRP) which contains mitigation measures to address noise stemming from construction and measures to address biological and tribal cultural resources impacts. The IS/MND has concluded that the project will have a less than significant impact on the environment with the implementation of the mitigation measures identified in the Mitigation Monitoring and Reporting Program.

PUBLIC NOTIFICATION:

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

STRATEGIC PLAN OBJECTIVE ADDRESSED:

2 – Promote a Strong Local Economy

5 – Provide a High Quality of Life

Prepared by:

/s/ Estefany Franco

Estefany Franco
Associate Planner

Reviewed by:

/s/ Jennifer A. Lilley

Jennifer A. Lilley, AICP
Community and Economic
Development Director

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

ATTACHMENTS:

- A. Resolution No. 2022-01 adopting an Initial Study and Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program (MMRP)
- B. Ordinance No. 1118 (Development Agreement DA 20-04)
- C. Resolution No. 2022-02 approving Site Plan and Design Review SPDR-811, Conditional Use Permit C20-04, Planned Development Permit PDP 20-07 and Tentative Tract Map No. 19119
- D. Vicinity Map
- E. Project Plans
- F. Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program
- G. Response to Comments

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING AN INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION AND A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE DEVELOPMENT OF 79 TOWNHOME UNITS INCLUDING 7-LOW INCOME AFFORDABLE UNITS AND ASSOCIATED IMPROVEMENTS AT 12200 BEACH BOULEVARD

WHEREAS, on November 4, 2020, Chris Segesman representing Bonanni Development, (“Applicant”) filed applications for a Site Plan and Design Review SPDR-811, Conditional Use Permit CUP 20-04, Planned Development Permit PDP 20-07 and Tentative Tract Map No. 19119, for the development of a 3.54-acre site (“Project Site”), located at 12200 Beach Boulevard (APN: 131-422-20) for a new 79-unit townhome development with 7 Low Income affordable units and associated improvements (“Project”) and the City of Stanton is the Lead Agency; and

WHEREAS, a Draft Initial Study and Mitigated Negative Declaration (“Draft IS/MND”) for the Project were prepared in accordance with the California Environmental Quality Act (“CEQA”) and the State CEQA Guidelines. A Notice of Intent to Adopt a Mitigated Negative Declaration was mailed to contiguous properties and the surrounding neighborhood on October 25, 2021 and posted at the Project site. The IS/MND was made available for a 30-day public review and comment period from October 26, 2021, through December 1, 2021 at the Stanton Library, City of Stanton Community and Economic Development Department, and on the City website; and

WHEREAS, the Draft IS/MND was submitted to the State Clearinghouse and made available for a 30-day review period by pertinent agencies and interested members of the public, commencing on November 1, 2021 and ending on December 1, 2021 (SCH# 2021110029); and

WHEREAS, an Initial Study and environmental review was prepared to evaluate the physical and environmental impacts of the project in conformance with the provisions of the California Environmental Quality Act (CEQA) and State CEQA Guidelines. The Mitigated Negative Declaration finds that the project will have less than significant impacts to the environment with the implementation of mitigation measures identified in the Mitigation Monitoring and Reporting Program (MMRP) attached hereto as Exhibit “A”; and

WHEREAS, the City Council finds and determines that the environmental effects of the proposed Project were reviewed pursuant to the California Environmental Quality Act (CEQA and CEQA Guidelines through the preparation and circulation of an Initial Study and Mitigated Negative Declaration (IS/MND). The City Council further finds and determines that the mitigation measures as identified in the MMRP set forth in the IS/MND are sufficient to mitigate all potentially significant impacts to less than significant levels. Therefore, the Commission recommends that the City Council adopt the project IS/MND and MMRP in conjunction with the 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, on December 15, 2021, the Planning Commission of the City of Stanton conducted a duly noticed public hearing and the public was afforded an opportunity to comment on the Project and the Initial Study and MND and the Planning Commission discussed and considered the Project and the Initial Study and MND; and

WHEREAS, on January 11, 2022 the City Council held a duly-noticed public hearing to consider the Project and the IS/MND and MMRP; and

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

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

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

SECTION 1: The foregoing recitals are true and correct and are incorporated herein as substantive findings of this Resolution.

SECTION 2: Based upon the Initial Study and Mitigated Negative Declaration, the City Council exercises its independent judgment and finds the project's potential significant adverse impacts can be mitigated to a level of insignificance with the mitigation measures identified in the IS/MND and MMRP.

SECTION 3: The City Council hereby adopts the IS/MND and MMRP prepared for the Project and attached hereto as Exhibit "A".

SECTION 4: Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at City Hall for the City of Stanton, located at 7800 Katella Avenue, Stanton, California. The Community and Economic Development Director is the custodian of these documents is the custodian of the record of proceedings.

SECTION 5: Staff is directed to file a Notice of Determination with the County of Orange and the State Clearinghouse within five (5) working days of approval of the Project.

SECTION 6: Execution of Resolution. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

ADOPTED, SIGNED AND APPROVED this 11th day of January 2022.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2022-01 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on January 11, 2022, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK



TABLE 7.1
 MITIGATION-MONITORING PROGRAM

<i>Measure</i>	Enforcement Agency	Monitoring Phase	Verification
MM-BIO-1 (Biological Resources Impacts). If clearing and/or construction activities would occur during the raptor or migratory bird nesting season (February 15 to August 15), the Applicant and/or its contractor shall retain a qualified biologist to conduct preconstruction surveys for nesting birds up to 14 days before the construction activities commence. A copy of the report must be provided to the Director of Community Development for review and approval prior to the start of any work on the project site. The qualified biologist shall survey the construction zone to determine whether the activities taking place have the potential to disturb or otherwise harm nesting birds. Surveys shall be repeated if project activities are suspended or delayed for more than 15 days during nesting season. If active nest(s) are identified during the preconstruction survey, a qualified biologist shall establish a 100-foot no-activity setback for migratory bird nests and a 250-foot setback for raptor nests. No ground disturbance should occur within the no-activity setback until the nest is deemed inactive by the qualified biologist. The biologist must be approved by the Community Development Director prior to the issuance of any type of permit being issued for the project.	<p>Director of Community Development</p> <ul style="list-style-type: none"> • (Applicant is responsible for implementation) 	<p><i>Prior to the issuance of building permits.</i></p> <ul style="list-style-type: none"> • Mitigation ends when construction is completed. 	<p>Date:</p> <p>Name & Title:</p>
MM-CUL-1 (Cultural Resources Impacts). The project Applicant will be required to obtain the services of a qualified Native American Monitor during construction-related ground disturbance activities. Ground disturbance is defined by the Tribal Representatives from the Gabrieleño Band of Mission Indians, Kizh Nation as activities that include, but are not limited to, pavement removal, potholing or auguring, boring, grading, excavation, and trenching, within the project area. The monitor(s) must be approved by the tribal representatives and the City's Community Development Director and will be present on-site during the grading and construction phases that involve any ground disturbing activities. The on-site monitoring shall end when the project site grading and excavation activities are completed, or when the monitor has indicated that the site has a low potential for archeological resources. Documentation that the required monitoring has been completed shall be provided to the Chief Building Official prior to the issuance of a Certificate of Occupancy.	<p>Community Development Director and the Chief Building Official</p> <ul style="list-style-type: none"> • (Applicant is responsible for implementation) 	<p><i>During the project's grading and construction phases.</i></p> <ul style="list-style-type: none"> • Mitigation ends when construction is completed. 	<p>Date:</p> <p>Name & Title:</p>
MM-NOI-1 (Noise Impacts): Construction staging areas must be located within the western portion of the project site, at least 200 feet east of the project site's eastern boundary away from the noise sensitive receptors.	<p>Community Development Director and the Chief Building Official</p> <ul style="list-style-type: none"> • (Applicant is responsible for implementation) 	<p><i>During the project's grading and construction phases.</i></p> <ul style="list-style-type: none"> • Mitigation ends when construction is completed. 	<p>Date:</p> <p>Name & Title:</p>



TABLE 7.1 MITIGATION-MONITORING PROGRAM (CONTINUED)			
Measure	Enforcement Agency	Monitoring Phase	Verification
MM-NOI-2 (Noise Impacts): The use of Tier IV rated construction equipment must be used during demolition, site preparation, and construction activities.	Community Development Director and the Chief Building Official • (Applicant is responsible for implementation)	During the project's grading and construction phases. • Mitigation ends when construction is completed.	Date: Name & Title:
MM-NOI-3 (Noise Impacts): The Applicant must notify local residents regarding construction times and local contact information by placing a notice in the form of a sign along the project site's boundaries in prominent locations. The notice shall include the name and phone number of the contact person at both the construction site and at the City's Code Enforcement office where residents may call to register a complaint about noise. Upon receipt of a complaint, the contractors must stop work to inspect their equipment to ensure that they are properly tuned and muffled. Construction activities may not resume until the contractors confirm that the equipment is properly tuned and muffled. In addition, copies of all complaints and subsequent communication between the affected residents and contractors must be forwarded to the City's Community Development Director.	Community Development Director and the Chief Building Official • (Applicant is responsible for implementation)	During the project's grading and construction phases. • Mitigation ends when construction is completed.	Date: Name & Title:
MM-NOI-4 (Noise Impacts): The use of jackhammers or hoe rams (breakers) to demolish the existing pavement shall be prohibited from taking place between the hours of eight p.m. and seven a.m. on weekdays, including Saturday, or at any time on Sunday or a federal holiday.	Community Development Director and the Chief Building Official • (Applicant is responsible for implementation)	During the project's grading and construction phases. • Mitigation ends when construction is completed.	Date: Name & Title:



TABLE 7.1 MITIGATION-MONITORING PROGRAM (CONTINUED)			
Measure	Enforcement Agency	Monitoring Phase	Verification
MM-TCR-1 (Tribal Cultural Resources Impacts). The project Applicant will be required to obtain the services of a qualified Native American Monitor during construction-related ground disturbance activities. Ground disturbance is defined by the Tribal Representatives from the Gabrieleño Band of Mission Indians, Kizh Nation as activities that include, but are not limited to, pavement removal, potholing or auguring, boring, grading, excavation, and trenching, within the project area. The monitor must be approved by the tribal representatives and the City's Community Development Director. The monitor will be present on-site during the grading and construction phases that involve any ground disturbing activities. The on-site monitoring shall end when the project site grading and excavation activities are completed, or when the monitor has indicated that the site has a low potential for archeological resources. Documentation that the required monitoring has been completed shall be provided to the Chief Building Official prior to the issuance of a Certificate of Occupancy.	Community Development Director and the Chief Building Official • (Applicant is responsible for implementation)	During the project's grading and construction phases. • Mitigation ends when construction is completed.	Date: Name & Title:
MM-TCR-2 (Tribal Cultural Resources Impacts). All archaeological resources unearthed by Project construction activities shall be evaluated by the Monitor. If the resources are Native American in origin, the Tribe shall coordinate with the landowner regarding treatment and curation of these resources. The preferred treatment will be reburial or preservation in place.	Community Development Director and the Chief Building Official • (Applicant is responsible for implementation)	During the project's grading and construction phases. • Mitigation ends when construction is completed.	Date: Name & Title:
MM-TCR-3 (Tribal Cultural Resources) If any human skeletal material or related funerary objects are discovered during ground disturbance, the Monitor will immediately divert work at minimum of 50 feet and place an exclusion zone around the burial. The Monitor will then notify the construction manager who will call the coroner. Work will continue to be diverted while the coroner determines whether the remains are Native American. The discovery is to be kept confidential and secure to prevent any further disturbance. If the remains are Native American, the coroner will notify the Native American Heritage Commission (NAHC) as mandated by state law who will then appoint a Most Likely Descendent. In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains will be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. The preferred treatment will be to keep the remains in situ and protected. If that treatment is not feasible, as determined by the applicant, the burials may be removed. The Tribe will work closely with the Qualified Archaeologist to ensure that the excavation is treated carefully, ethically, and respectfully. If data recovery is approved by the Tribe, documentation shall be taken which includes at a minimum detailed descriptive notes and sketches. Additional types of documentation shall be approved by the Tribe for data recovery purposes. Cremations will either be removed in bulk or by means as necessary to ensure complete recovery of all material. Once complete, a final report of all activities is to be submitted to the NAHC.	Community Development Director and the Chief Building Official • (Applicant is responsible for implementation)	During the project's grading and construction phases. • Mitigation ends when construction is completed.	Date: Name & Title:

ORDINANCE NO. 1118

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND BONANNI DEVELOPMENT FOR CERTAIN REAL PROPERTY LOCATED AT 12200 BEACH BOULEVARD WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ

WHEREAS, on November 4, 2020, Chris Segesman representing Bonanni Development, ("Applicant") filed applications for a Site Plan and Design Review SPDR-811, Conditional Use Permit CUP 20-04, Planned Development Permit PDP 20-07, Tentative Tract Map No. 19119 and Development Agreement DA 20-04, for the development of a 3.54-acre site ("Project Site"), located at 12200 Beach Boulevard (APN: 131-422-20) for a new 79-unit townhome development including 7 low income affordable units and associated 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, proposes to develop the Project Site located in the City of Stanton, more particularly described in Exhibit "A" of the Development Agreement, 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 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, 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, on December 15, 2021, the terms and conditions of the Development Agreement were reviewed by the Planning Commission at a publicly noticed hearing and have been found to be consistent with the General Plan and the Planning Commission adopted a resolution recommending that the City Council approve the Development Agreement; and

WHEREAS, on January 11, 2022, the City Council conducted a duly noticed public hearing and considered evidence concerning the Development Agreement DA 20-04 as well as Site Plan and Design Review SPDR-811, Conditional Use Permit CUP 20-04 Planned Development Permit PDP 20-07, Tentative Tract Map No. 19119 for the property located at 12200 Beach Boulevard; and

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

WHEREAS, the City Council has determined 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, 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 City Council finds and determines the environmental effects of the proposed Project were reviewed pursuant to the California Environmental Quality Act (CEQA) and CEQA Guidelines through the preparation and circulation of an Initial Study and Mitigated Negative Declaration (IS/MND). The City Council further finds and determines that the mitigation measures as identified in the Mitigation Monitoring and Reporting Program (MMRP) set forth in the IS/MND are sufficient to mitigate all potentially significant impacts to less than significant levels.; and

WHEREAS, on January 11, 2021, the City adopted Resolution No. 2022-02 and thereby approved the Project; and

WHEREAS, the terms and conditions of the Development Agreement have undergone review by the Planning Commission 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 Resolution have occurred.

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

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

SECTION 2: CEQA. On January 11, 2022, the City Council adopted Resolution No. 2022-01 and finds and determines the environmental effects of the proposed Project were reviewed pursuant to the California Environmental Quality Act (CEQA) and CEQA Guidelines through the preparation and circulation of an Initial Study and Mitigated Negative Declaration (IS/MND). The City Council further finds and determines that the mitigation measures as identified in the Mitigation Monitoring and Reporting Program (MMRP) set forth in the IS/MND are sufficient to mitigate all potentially significant impacts to less than significant levels.

SECTION 3: City Council Findings. 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. The Development Agreement provides benefit to the City:

The Project contemplated in the Development Agreement includes a Tract Map for the subdivision of land for condominium purposes, improvement of an underutilized lot. The Development Agreement requires the Applicant to provide substantial improvements to the site including usable on-site amenities. This project proposes a recreation area, community park and dog park and provides a financial benefit for the improvement of public facilities throughout the city. The project also includes 7 low income affordable housing units.

2. 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:

The Project Site is in the General Mixed-Use District and is zoned Commercial General (CG) with a General Mixed-Use (GLMX) Overlay Zone. The project furthers the goals and policies of the General Plan and meets the requirements of the Zoning standards including density, height, setbacks and all applicable development standards. The applicant is asking for modification to common and

parking, private open space and four-foot architectural offset through the Planned Development Permit. There is no Specific Plan applicable to the Project Site. The proposed Project meets the following General Plan Goals and Strategies:

- ***Goal LU-3.1: A range and balance of residential densities which are supported by adequate city services. Strategy LU-3.1.2: Encourage infill and mixed-use development within feasible development sites.***
The property is located within the General Mixed Use Overlay zone which allows for stand-alone residential development. The Project provides for 79 residential townhome units attached in clusters of four and six units and offers open space areas with a variety of recreational opportunities. The subdivision allows for the units to be sold separately, providing a more stable resident population and also adds to City's affordable housing stock. The proposed project offers infill development to serve the residential needs of the community while maintaining access to existing public services and utilities.
- ***Goal CD-1.1 Promote quality development and design that preserves and enhances a positive and unique image of Stanton, and fosters a sense of community pride. Strategy CD-1.1.2 Ensure that new development within the city contributes to the image of Stanton in a positive way and places a high standard of architecture and site design.***
Beach Boulevard is evolving with several new mixed use and residential developments. The proposed 79 townhomes units offer a contemporary architecture that would continue to enhance the positive image of Stanton. The development also proposes to improve the Beach Boulevard corridor through the implementation of the Livable Beach Boulevard Mobility Plan.
- ***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 proposed project improves the pedestrian and vehicular experience along Beach Boulevard by applying the Livable Beach Boulevard Mobility Plan. The parkway will offer enhanced landscaping and street furnishings. In addition, the elevations of the new residential units facing Beach Boulevard are designed to provide high-quality design, visual interest and a vibrant streetscape.
- ***Goal ED-2.2: Promote economic revitalization at key locations within the city, specifically the major arterials, Beach Boulevard and Katella Avenue, which carry commuters and other travelers through Stanton. Strategy 2.2.1: Encourage mixed-use development along major corridors, specifically Beach Boulevard and Katella Avenue, as well as at major city intersections and activity nodes.***

The residential Project would provide for market rate and affordable housing for people close to commercial nodes, which will benefit existing and future commercial uses on Beach Boulevard and contribute to the City's economic base.

- ***Action RC-2.1.6(b) Encourage development of underutilized and vacant infill site where public services and infrastructure are available.***

The project will develop an underutilized lot located at a key corridor and will complement the surrounding neighborhood-serving commercial uses and established residential neighborhoods. The infill development will redevelopment this important corridor while maintaining the appropriate use of public facilities, utilities land available infrastructure.

3. The Development Agreement complies with the requirements of Government Code Sections 65864 through 65869.5:

The Agreement provides assurance to the applicant for the development of the Project. 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 seven-year term, in which the Applicant has a vested right to develop residential development on the Project Site in accordance with existing City regulations and Planned Development Permit PDP 20-07. In exchange, the Project will provide affordable housing opportunities in Stanton, and opportunities for improvements to public facilities throughout the City. Moreover, the Applicant will provide a high-quality development with substantial improvements to the site including amenities for the residents and enhanced public and private improvements throughout the development.

SECTION 4: City Council Approval: The City Council hereby approves and adopts the Development Agreement attached hereto as Exhibit "A", entitled, "Development Agreement between the City of Stanton, a California municipal corporation and Bonanni Development., A California Corporation."

SECTION 5: Relationship to Other Project Approvals and Effective Date. This Ordinance shall not take effective unless and until Tentative Tract Map No. 19119, Site Plan and Design Review SPDR-811, Conditional Use Permit CUP 20-04 and Planned Development Permit PDP 20-07 are each approved and become effective. Moreover, the Development Agreement shall become effective accordance to its terms, as provided therein. If the Development Agreement's "Effective Date," as defined in that Agreement, fails to occur as specified therein, Tentative Tract Map No. 19119, Site Plan and Design Review SPDR-811, Conditional Use Permit CUP 20-04 and Planned Development Permit PDP 20-07 shall not become effective.

SECTION 6: Custodian and Location of Records. 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: Severability. 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.

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

PASSED, APPROVED, AND ADOPTED this 25th day of January, 2022.

DAVID J. SHAWVER, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

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

I, Patricia A. Vazquez, City Clerk of the City of Stanton, do hereby certify that the foregoing Ordinance No. 1118 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 11th day of January, 2022, and thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 25th day of January, 2022, by the following vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON

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. 20-04

A DEVELOPMENT AGREEMENT BETWEEN

CITY OF STANTON

and

**BONANNI DEVELOPMENT COMPANY III, LLC
A LIMITED LIABILITY COMPANY**

DEVELOPMENT AGREEMENT NO. 20-04

This Development Agreement (hereinafter “Agreement”) is entered into as of this ____ day of January, 2022 by and between the City of Stanton, California (hereinafter “CITY”), Bonanni Development Company III, LLC, a California limited liability company (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 the 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 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 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 have a positive economic impact on the CITY; and

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

WHEREAS, the physical effects, of the project have been reviewed and analyzed through the IS/MND and has concluded that with the inclusion of the Mitigation Monitoring and Reporting Program there will be a less than significant effect on the environment; 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) Planned Development Permit;
- (b) Site Plan and Development Review;
- (b) Tentative and Final subdivision maps;

- (c) Conditional use permits, public use permits and plot plans;
- (d) Zoning; and
- (e) Grading and building permits.

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”. OWNER’s obligations under this Agreement shall be contingent on CITY’s approval of OWNER’s applications for all of the Development Approvals.

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 and assigns 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.

Exhibit “E” – Affordable Housing Requirements

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 of (i) five (5) years after the issuance of a grading permit, 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; nevertheless, OWNER may have a common law vested right to complete the Project under the 'Avco rule' (see *Avco Community Developers, Inc. v. South Coast Regional Commission* (1976) 17 Cal.3d 785)".

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
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: HongDao Nguyen Esq.
Email: Hongdao.Nguyen@bbklaw.com

If to OWNER: Bonanni Development Company III, LLC
5500 Bolsa Avenue, Suite 120
Huntington Beach, CA 92649
Attn: Cole Bonanni
Email: cole@bonannidevelopment.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 imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. In the event any such subsequently adopted Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in Section 4 of this Agreement, CITY shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Section 4 of this Agreement to the extent such fees fulfill the same purposes.”

(e) 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 may 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 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 shall 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 any significant 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 one thousand, five hundred dollars (\$1,500) (the "City Facilities Fee") for each residential unit ("Unit") constructed as part of the Project. The City Facilities Fee shall be due concurrently with the issuance of the certificate of occupancy for the Project, 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 dollars (\$1,000) (the "Neighborhood Preservation Fee") for each residential unit ("Unit") constructed as part of the Project. The Neighborhood Preservation Fee shall be due concurrently with the issuance of the certificate of occupancy for the Project, unless a different schedule is mutually agreed upon by the CITY and OWNER.

(iii) City Beautification/Enhancement Fee. OWNER shall pay five hundred thousand dollars (\$500,000) (the "City Beautification/Enhancement Fee") for the design, implementation and improvements including but not limited the proposed parkette park located at the terminus of Orangewood at Santa Rosalia, and/or the pedestrian, bicycle and parkway improvements designed by ALTA design group for the Orangewood/Santa Rosalia Corridor project, and/or the Beach Boulevard Bonanni development project corridor, which includes what is commonly known as of the date of this agreement, VRV, Cloudhouse, and Bigsby to include

connections to include but not be limited to pedestrian enhancements, wayfinding, landscaping, art installation, paving, crosswalk enhancements and monumentation, etc). The City Beautification/Enhancement Fee shall be due concurrently with the issuance of the certificate of occupancy for the Project, unless a different schedule is mutually agreed upon by the CITY and OWNER. Should the above mentioned projects not reach the full \$500,000 commitment, the remaining balance owed will be due for the City to use for beautification and enhancement projects anywhere within the City without limitation.

(iv) Affordable Housing. OWNER shall comply with the Project's affordable housing restrictions set forth in Exhibit "E."

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 concurrently with the issuance of the certificate of occupancy for the Project. 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 4.3.1 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 by CITY in the performance of a material term of this Agreement (hereinafter referred to as ("default")), 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. 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,. 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, including without limitation, government regulations related to pandemics, 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.

CITY:

THE CITY OF STANTON, a California
municipal corporation

DEVELOPER:

BONANNI DEVELOPMENT COMPANY
III, LLC, a California limited liability
company

By: _____
Jarad L. Hildenbrand, City Manager

By: _____
Name: Cole Bonanni

ATTEST:

By: _____
Patricia A. Vazquez, City Clerk

By: _____
[Name & Title]

[NOTARY REQUIRED]

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

By: _____
HongDao Nguyen, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

THAT PORTION OF LOT 4 IN SECTION 36, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP OF A RESURVEY OF THE J.W. BIXBY AND CO.'S SUBDIVISION OF A PART OF THE RANCHO LOS ALAMITOS, FILED IN BOOK 2, PAGE 43 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4 AND RUNNING THENCE NORTH ALONG THE WESTERLY LINE THEREOF 376.20 FEET TO THE NORTHWESTERLY CORNER OF LAND DESCRIBED IN DEED TO CROCKER CITIZENS NATIONAL BANK, AS TRUSTEE, RECORDED APRIL 18, 1966, IN BOOK 7904, PAGE 619 OF OFFICIAL RECORDS; THENCE EASTERLY ALONG THE NORTHERLY LINE OF LAND DESCRIBED IN SAID DEED TO ITS INTERSECTION WITH THE COMPROMISE LINE OF THE RANCHO LOS ALAMITOS; THENCE SOUTHWESTERLY ALONG SAID COMPROMISE LINE TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF SAID LOT 4; THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: 131-422-20

EXHIBIT “B”

PROPERTY LOCATION



EXHIBIT “C”

DEVELOPMENT PLAN

Subject to the terms of this Agreement, the Project includes the construction of a standalone residential development as depicted below. The residential development will be comprised of no more than 79 three-story townhome units including 7 low affordable units with garage parking for each unit, guest parking for a total of 202 off-street parking spaces and site amenities such as recreation area, community park and dog park. The units are attached in clusters ranging from 4 to 6 units and are comprised of one-, two- and three-bedroom units.



Exhibit C

EXHIBIT “D”

(Development Impact Fees)

<u>Development Impact Fee</u>	<u>Per Unit Amount</u>
Street Fee	\$398
Traffic Signal Fee	\$89
Community Center	\$295
Police Facilities	\$267
Park in Lieu Fee	\$11,173

DRAFT

Exhibit “E”

Affordable Housing Requirements

OWNER shall provide seven (7) for sale units qualifying for lower income, based on the area median income, as defined in California Health and Safety Code Section 50053 and accompanying regulations of the California Department of Housing and Community Development (“HCD”), as such law or regulations may hereafter be amended, replaced or renumbered from time-to-time. These units are restricted and shall have a restrictive covenant recorded against the property for a period of up to fifty (50) years and are allowed an escalation in keeping with the State standards set for this housing criteria category with the review and approval of the CITY.

DRAFT

DRAFT

RESOLUTION NO. 2022-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING SITE PLAN AND DESIGN REVIEW SPDR-811, CONDITIONAL USE PERMIT C20-04, PLANNED DEVELOPMENT PERMIT PDP 20-07 AND TENTATIVE TRACT MAP NO. 19119 FOR A NEW 79-UNIT TOWNHOME DEVELOPMENT INCLUDING 7 LOW-INCOME AFFORDABLE UNITS AND ASSOCIATED IMPROVEMENTS FOR THE PROPERTY LOCATED AT 12200 BEACH BOULEVARD LOCATED IN THE COMMERCIAL GENERAL (CG), GENERAL MIXED-USE (GLMX) OVERLAY ZONE

WHEREAS, on November 4, 2020, Chris Segesman representing Bonanni Development, (“Applicant”) filed applications for a Site Plan and Design Review SPDR-811, Conditional Use Permit CUP 20-04, Planned Development Permit PDP 20-07 and Tentative Tract Map No. 19119, for the development of a 3.54-acre site (“Project Site”), located at 12200 Beach Boulevard (APN: 131-422-20) for a new 79-unit townhome development and associated improvements (“Project”); and

WHEREAS, on December 15, 2021, the Planning Commission of the City of Stanton conducted a duly noticed public hearing concerning the request to approve SPDR-811, CUP 20-04, PDP 20-07 and Tentative Tract Map No. 19119 and recommended that the City Council approve the Project; and

WHEREAS, an Initial study and environmental review was prepared to evaluate the physical and environmental impacts of the project in conformance with the provisions of the California Environmental Quality Act (CEQA) and State CEQA Guidelines. The Mitigated Negative Declaration finds that the project will have less than significant impacts to the environment with the implementation of mitigation measures identified in the Mitigation Monitoring and Reporting Program (MMRP); and

WHEREAS, a Notice of Intent to Adopt a Mitigated Negative Declaration was sent to all property owners and tenants within a 500-foot radius, and posted as required by state and local law; and

WHEREAS, the Initial Study/ Mitigated Negative Declaration was made available for a 30 day public review and comment period from October 26, 2021 through December 1, 2021 at the Stanton Library, City of Stanton Community and Economic Development Department, and on the City website; and

WHEREAS, the City Council finds and determines the environmental effects of the proposed Project were reviewed pursuant to the California Environmental Quality Act (CEQA) and CEQA Guidelines through the preparation and circulation of an Initial Study and Mitigated Negative Declaration (IS/MND). The City Council further finds and determines that the mitigation measures as identified in the Mitigation Monitoring and Reporting Program (MMRP) set forth in the IS/MND are sufficient to mitigate all potentially significant impacts to less than significant levels. Therefore, the Commission

recommends that the City Council adopt the project IS/MND and MMRP in conjunction with the project; and

WHEREAS, on December 23, 2021, the City gave public notice of the City Council meeting to conduct a public hearing to consider SPDR-811, CUP 20-04, PDP 20-07 and Tentative Tract Map No. 19119, for the Project, by posting the public notice at three public places including Stanton City Hall, the Post Office, and the Stanton Community Services Center. Notice was also mailed to property owners within a 500-foot radius of the Project Site, posted on the City's webpage, and published through the agenda posting process; and

WHEREAS, on January 11, 2022, the City Council of the City of Stanton conducted a duly noticed public hearing concerning the request to approve SPDR-811, CUP 20-04, PDP 20-07 and Tentative Tract Map No. 19119, for the property located at 12200 Beach Boulevard; and

WHEREAS, the City Council has carefully considered all pertinent written and verbal testimony and information from the public hearing, including, without limitation, the staff report prepared for this application; and

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

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

SECTION 1: The recitals above are true and correct and hereby adopted as findings as if fully set forth herein.

SECTION 2: CEQA. The City Council hereby determines that based upon the Initial Study and Mitigated Negative Declaration, the City Council exercises its independent judgment and finds the project's potential significant adverse impacts can be mitigated to a level of insignificance with the mitigation measures identified in the IS/MND and Mitigation Monitoring and Reporting Program (MMRP) and therefore the requirements of the California Environmental Quality Act (CEQA) have been met.

SECTION 3: Site Plan and Design Review Findings. In accordance with Stanton Municipal Code (SMC) Section 20.530.050, the City Council hereby finds that the Project is:

A. Allowed within the subject zone.

The Project Site is located in the General Mixed-Use (GLMX) Overlay zone. Stand-alone residential developments are allowed in the GLMX Overlay zone (SMC, § 20.230.050). Therefore, the Project is allowed within the subject zone.

B. Designed so that:

1. The Project will not be detrimental to the public health, safety, or general welfare, and not detrimental to adjacent property.

The Project includes the demolition of the three existing buildings and associated accessory structures. The new residential development compliments residential and commercial uses in the vicinity and is designed to improve the pedestrian connection on Beach Boulevard, enhance the safety and quality of experience in this corridor with lighting and landscaping and offer new residential housing options not available in the City at this time. Conditions of approval and mitigation measures as identified in the MMRP have been included to ensure appropriate measures are taken during construction to minimize the impacts that construction activities could have on surrounding properties.

2. Architectural design and functional plan of the structures and related improvements are of high aesthetic quality and compatible with adjacent developments.

The Project is designed to complement and be consistent with new development on Beach Boulevard. The residential units include a contemporary architectural design incorporating plaster, lap siding, wood look porcelain tile and brick veneer improving the aesthetic quality and character of the neighborhood. The site incorporates perimeter and internal landscaping to improve the site and public facing conditions. The public right-of-way is designed to implement the Livable Beach Boulevard Mobility Plan standards improving the corridor. The common open space provides for several on-site amenities consisting of a recreation area, community park and dog park which complement the project and improve the quality of life for the residents of the development.

3. Structures and related improvements are suitable for the proposed use of the property and provide adequate consideration of the existing and contemplated uses of land and orderly development in the general area of the subject site.

The Project Site is 3.54-acres in size and is in a zone that allows for up to 45 dwelling units to the acre. The proposed development of 79 townhome units is substantially close to the target density limits because it will be 22.28 dwelling units to the acre, and the Zoning Code's target density is 25- to 45 du/ac. The project meets the standards for stand-alone residential development in the GLMX Overlay zone and offers seven (7) units as affordable housing for low-income households. Creative and orderly site design has been incorporated to ensure the improvements are consistent with the adjacent neighborhoods and complement development in this zone.

4. The project's site plan and design are consistent with the City's Design Standards and Guidelines, if any.

The City does not currently have any adopted design guidelines. However, for the reasons set forth above, the Project's design is compatible with existing and recent residential development within the neighborhood.

C. Designed to address the following criteria, as applicable:

1. Compliant with the Zoning Code, Municipal Code Title 16 (Buildings and Construction), and all other applicable City regulations and policies.

The Project with the conditions contained herein is compliant with all applicable City regulations. The Projects meets the required setbacks, height, density and applicable development standards. The applicant has filed for a Planned Development Permit which may adjust or modify, where necessary and justifiable development standards subject to the findings in Section 20.520.060.

2. Efficient site layout and design;

The Project will feature 12, one-bedroom units and 7, two-bedroom units and 60, three-bedroom units. All the buildings are within the height limitations for the zone. The property is triangularly shaped, and a 25-foot drive aisle is proposed throughout the development. As such, the Project will efficiently utilize the existing infill site.

3. Adequate yards, spaces, walls, and fences, parking, loading, and landscaping that fit within neighboring properties and developments;

The Project provides sufficient separation from adjacent properties, open space for both private and common use and offers on-site amenities to address the needs of the residents. The Project offers well designed and usable common open space with improved site conditions including 3 on-site amenities: recreation area, community park and dog park. A new decorative block wall with trim cap will be installed on the perimeter of the property. Walls and fencing are included to ensure the safety and security of the property and appropriate separation and privacy for adjacent developments. The proposed parking offers 146 covered parking spaces in the form of 1-car and 2 car garages and 56 uncovered spaces for a total of 202 off-street parking spaces that meet the need of the development. The site design, development standards proposed with the Planned Development Permit and the conditions of approval ensure this project will complement and be consistent with neighboring properties and adjacent development.

4. Relationship to streets and highways that are adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed development;

The proposal is for a residential development. The density and use of the property are consistent with the General Plan and Zoning and is not anticipated to exceed the design of the network. The Project can be accommodated by the existing street network without any significant impact on the traffic or level of

service on Beach Boulevard. A Traffic Study was prepared as part of the Mitigated Negative Declaration. Using the *Trip Generation, Tenth Edition* published by the Institute of Transportation Engineers (ITE) the study concluded that the project would produce 36 trips during the AM peak hour, 43 trips during the PM peak hour, which would not generate a significant impact. Additionally, the project meets the High-Quality Transit Area (HQTA) screening criteria for projects located within half a mile of a Transit Priority Area (TPA) or a HQTA. The project is exempt from a Vehicle Miles Traveled (VMT) analysis and has a less than significant impact on transportation and circulation.

5. Compatible and appropriate scale to neighboring properties and developments;

The proposed project will be compatible with existing residential developments in the area by maintaining appropriate height, mass, density and scale of the residential development. Additionally, landscape areas, appropriate setback conditions, walls and fencing and overall site design were incorporated to ensure the development is compatible with new residential development on Beach Boulevard.

6. Efficient and safe public access (both pedestrian and vehicular) and parking;

The project has been designed to ensure safe and adequate vehicle and pedestrian access. One 36-foot driveway on the southern portion of the site and one 20-foot driveway on the northern portion of the site will provide access from Beach Boulevard. A safe and efficient street pattern offers access to the residential units, all garages serving the units and the guest parking provided. Walkways are incorporated throughout the project providing safe access to each unit and to the common spaces and amenities.

7. Appropriate and harmonious arrangement and relationship of proposed structures and signs to one another and to other development in the vicinity, based on good standards of design;

The Project is solely for residential development. The adjacent properties consist of multi-family residential development to the north and west and commercial development to the north and south. The Anaheim Barber City Channel borders the site to the east. The Project proposes landscape buffers along the property lines to enhance the appearance of the property. The architectural style of the residential units is compatible with new residential development within the City.

8. Appropriate relationship to land use and development of adjacent properties, including topographic and other physical characteristics of the land;

The construction and improvements at the Project site are consistent with the surrounding uses and complement the existing neighborhood commercial and multi-family residential uses. The topography of the land and adjacent areas is generally flat and will not be altered by the new development.

9. Proper site utilization and the establishment of a physical and architectural relationship to existing and proposed structures on the site;

The Project utilizes modern site planning, contemporary architectural style and finishes complementing existing and new development in the vicinity. The residential units include a contemporary architectural design incorporating plaster, lap siding, wood look porcelain tile and brick veneer improving the aesthetic quality and character of the neighborhood. The site incorporates perimeter and internal landscaping to improve the site and public facing conditions. The public right-of-way is designed to implement the Livable Beach Boulevard Mobility Plan standards improving the corridor.

10. Compatible architectural style with the character of the surrounding area, both to avoid repetition of identical design where not desired, and to ensure compatibility in design where desired;

The design features are architecturally compatible with developments within the neighborhood. The project utilizes cement plaster, tile with simulated wood finish, fiber cement siding, brick veneer and metal awnings and guardrails. The contemporary industrial architecture is similar without being overly repetitive in nature and adds interest and variety to the community while maintaining compatibility of style with the new development on Beach Boulevard.

11. Harmonious relationship with existing and proposed developments and the avoidance of both excessive variety and monotonous repetition;

The project provides architectural features to avoid design repetition, including the use of architectural offset on facades facing Beach Boulevard and changes in material finishes to create articulation.

12. Compatible in color, material, and composition of the exterior elevations to neighboring visible structures;

The proposed units feature a contemporary architecture compatible with new development within the neighborhood and along Beach Boulevard. The project is compatible in color, material and composition of the exterior elevations to neighboring structures.

13. Appropriate exterior lighting that provides for public safety and is not of a nature that will constitute a hazard or nuisance to adjacent properties;

The development incorporates exterior lighting, appropriate in scale for the project and the neighborhood. The lighting will provide for public safety and is directed away from adjacent properties and public streets to minimize glare.

14. Compatible in scale and aesthetic treatment of proposed structures with public areas;

The project site incorporates a variety of landscaping species, enhanced paving at driveway entrances, and landscaped edges that provide a sense of

place within the development. Additionally, the development incorporates 10 feet of public right-of-way in compliance with the Livable Beach Boulevard Mobility Plan providing a robust landscaped parkway. With the incorporation of these features, the project provides an aesthetically pleasing housing development compatible with the overall neighborhood. The project is conditioned and required to comply with all outside agency permitting requirements to ensure the use does not adversely affect the surrounding air quality or water quality.

15. Appropriate open space and use of water-efficient landscaping; and

Each unit will be provided with a private outdoor balcony ranging from 40-95 square feet. The project offers 41,748 square feet of common open space and provides three (3) usable on-site amenities including: recreation area, community park and dog park. The development provides for landscaping which would meet the adopted Water Efficient Ordinance Guidelines as required by Stanton Municipal Code.

16. Consistent with the General Plan and any applicable Specific Plan;

The project site is not within a Specific Plan area. The proposed development is consistent with the City's General Plan, specifically:

- ***Goal LU-3.1: A range and balance of residential densities which are supported by adequate city services. Strategy LU-3.1.2: Encourage infill and mixed-use development within feasible development sites.***
The property is located within the General Mixed Use Overlay zone, which allows for stand-alone residential development. The Project provides for 79 residential townhome units attached in clusters of four and six units and offers open space areas with a variety of recreational opportunities. The subdivision allows for the units to be sold separately, providing a more stable resident population and also adds to City's affordable housing stock. The proposed project offers infill development to serve the residential needs of the community while maintaining access to existing public services and utilities.
- ***Goal CD-1.1 Promote quality development and design that preserves and enhances a positive and unique image of Stanton, and fosters a sense of community pride. Strategy CD-1.1.2 Ensure that new development within the city contributes to the image of Stanton in a positive way and places a high standard of architecture and site design.***

Beach Boulevard is evolving with several new mixed use and residential developments. The proposed 79 townhome units offer a contemporary architecture that would continue to enhance the positive image of Stanton. The development also proposes to improve the Beach Boulevard corridor through the implementation of the Livable Beach Boulevard Mobility Plan.

- ***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 proposed project improves the pedestrian and vehicular experience along Beach Boulevard by implementing the Livable Beach Boulevard Mobility Plan. The parkway will offer enhanced landscaping and street furnishings. In addition, the elevations of the new residential units facing Beach Boulevard are designed to provide high-quality design, visual interest and a vibrant streetscape.

- ***Goal ED-2.2: Promote economic revitalization at key locations within the city, specifically the major arterials, Beach Boulevard and Katella Avenue, which carry commuters and other travelers through Stanton. Strategy 2.2.1: Encourage mixed-use development along major corridors, specifically Beach Boulevard and Katella Avenue, as well as at major city intersections and activity nodes.***

The residential Project would provide for market rate and affordable housing for people close to commercial nodes, which will benefit existing and future commercial uses on Beach Boulevard and contribute to the City's economic base.

- ***Action RC-2.1.6(b) Encourage development of underutilized and vacant infill site where public services and infrastructure are available.***

The project will develop an underutilized lot located at a key corridor and will complement the surrounding neighborhood-serving commercial uses and established residential neighborhoods. The infill development will redevelop this important corridor while maintaining the appropriate use of public facilities, utilities and available infrastructure.

SECTION 3: Conditional Use Permit Findings. In accordance with SMC Section 20.550.060, the City Council hereby finds:

1. The proposed use is consistent with the General Plan and any applicable specific plan;

The project site is not within a Specific Plan area. The proposed development is consistent with the City's General Plan, specifically:

- ***Goal LU-3.1: A range and balance of residential densities which are supported by adequate city services. Strategy LU-3.1.2: Encourage infill and mixed-use development within feasible development sites.***

The property is located within the General Mixed Use Overlay zone which allows for stand-alone residential development. The Project provides for 79 residential townhome units attached in clusters of four and six units and offers open space areas with a variety of recreational opportunities. The subdivision allows for the units to be sold separately, providing a more stable

resident population and also adds to City's affordable housing stock. The proposed project offers infill development to serve the residential needs of the community while maintaining access to existing public services and utilities.

- ***Goal CD-1.1 Promote quality development and design that preserves and enhances a positive and unique image of Stanton, and fosters a sense of community pride. Strategy CD-1.1.2 Ensure that new development within the city contributes to the image of Stanton in a positive way and places a high standard of architecture and site design.***

Beach Boulevard is evolving with several new mixed use and residential developments. The proposed 79 townhomes units offer a contemporary architecture that would continue to enhance the positive image of Stanton. The development also proposes to improve the Beach Boulevard corridor through the implementation of the Livable Beach Boulevard Mobility Plan.

- ***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 proposed project improves the pedestrian and vehicular experience along Beach Boulevard by implementing the Livable Beach Boulevard Mobility Plan. The parkway will offer enhanced landscaping and street furnishings. In addition, the elevations of the new residential units facing Beach Boulevard are designed to provide high-quality design, visual interest and a vibrant streetscape.

- ***Goal ED-2.2: Promote economic revitalization at key locations within the city, specifically the major arterials, Beach Boulevard and Katella Avenue, which carry commuters and other travelers through Stanton. Strategy 2.2.1: Encourage mixed-use development along major corridors, specifically Beach Boulevard and Katella Avenue, as well as at major city intersections and activity nodes.***

The residential Project would provide for market rate and affordable housing for people close to commercial nodes, which will benefit existing and future commercial uses on Beach Boulevard and contribute to the City's economic base.

- ***Action RC-2.1.6(b) Encourage development of underutilized and vacant infill site where public services and infrastructure are available.***

The project will develop an underutilized lot located at a key corridor and will complement the surrounding neighborhood-serving commercial uses and established residential neighborhoods. The infill development will redevelopment this important corridor while maintaining the appropriate use of public facilities, utilities land available infrastructure.

2. The proposed use is allowed within the applicable zone and complies with all other applicable provisions of this Zoning Code and the Municipal Code;

The proposed 79-unit townhome project is allowed within the General Mixed-Use (GLMX) Overlay zone. Section 20.230.050 of the Stanton Municipal Code allows for stand-alone residential development in the GLMX Overlay zone. The development meets all applicable development standards and is proposing to modify open space and four-foot architectural offset requirements through the Planned Development Permit.

3. The design, location, size, and operating characteristics of the proposed activity will be compatible with the existing and future land uses in the vicinity;

The 79 three-story townhome units are compatible with existing development along Beach Boulevard. Residential development is integrated throughout the Beach Boulevard corridor vertically and horizontally. Additional housing compliments the mix of commercial and service uses found on Beach Boulevard and improves the balance of land use found in the City. The project's contemporary design complements new development along the corridor and is compatible with the mix of design styles found in newer and older residential and commercial development found throughout the City.

4. The site is physically suitable in terms of:

- a. Its design, location, shape, size, and operating characteristics of the proposed use;

The Project meets the required front, side and rear yard setbacks, height requirements and provides all required off-street parking. The proposed development of 79 townhome units is substantially close to the target density limits because it will be 22.28 dwelling units to the acre, and the Zoning Code's target density is 25 to 45 du/ac. The Zoning Code provides a process, the Planned Development Permit intended to ensure efficient use of the land and better living environment, high standards of environmental quality and enhanced amenities. Through a Planned Development Permit, an applicant may request, and the Planning Commission may grant adjustments or modifications to the standard development requirements where necessary and appropriate to achieve a comprehensive development of superior quality and excellent design. The Project is asking for a reduction in the required private and common open space and relief from the four-foot architectural offset for interior units through the Planned Development Permit.

The Project is accessed by 2 driveways on Beach Boulevard and a 25-foot drive aisle is proposed throughout the development. The driveway entrance on the southernmost portion of the site will be restricted to right in and right out only and the second driveway to the north is restricted for right turn exit only

- b. The provision of public and emergency vehicle (e.g., fire and medical) access;
The development was reviewed by the City Engineer and Orange County Fire Authority, who each confirmed that the Project's design provided sufficient public and emergency vehicle access.
- c. Public protection services (e.g., fire protection, police protection, etc.);
The development was reviewed by the Orange County Fire Authority and Stanton Police Services to ensure compliance with public protection services. Orange County Fire Authority provided conditions of approval which were incorporated in Exhibit "A" and Stanton Police Services had no concerns over the Project.
- d. The provision of utilities (e.g., potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.); and
The proposed Project is located within an urbanized area, is accessible by existing streets, and is located within the service areas of all existing utilities and public services for the area. Further, conditions of approval will ensure the proposed development will not result in a reduction of public services to properties in the vicinity or be a detriment to public health, safety, and general welfare.
- e. Served by highways and streets adequate in width and improvement to carry the kind and quantity of traffic the proposed use would likely generate.

The development is served by Beach Boulevard, which is adequate to carry the kind and quantity of traffic proposed. A Traffic Study was prepared as part of the Mitigated Negative Declaration. Using the *Trip Generation, Tenth Edition* published by the Institute of Transportation Engineers (ITE), the study concluded that the Project would not generate a significant impact on account of producing only 36 trips during the AM peak hour and 43 trips during the PM peak hour. Additionally, the Project meets the High-Quality Transit Area (HQTA) screening criteria for Projects located within ½ mile of a Transit Priority Area (TPA) or a HQTA. The Project is exempt from a Vehicle Miles Traveled (VMT) analysis and has a less than significant impact on transportation and circulation.

- 5. The site's suitability ensures that the type, density, and intensity of use being proposed will not adversely affect the public convenience, health, interest, safety, or general welfare, constitute a nuisance, or be materially detrimental to the improvements, persons, property, or uses in the vicinity and zone in which the property is located; and

The proposed development of 79 townhome units is substantially close to the

target density limits because it will be 22.28 dwelling units to the acre, and the Zoning Code's target density is 25- to 45 du/ac. The Project will not adversely affect the public convenience, health, interest, safety, or general welfare, constitute a nuisance, or be materially detrimental to the improvements, persons, property, or uses in the vicinity and zone because the Project has been reviewed by the appropriate agencies and departments to ensure that development standards are met.

6. The applicant agrees in writing to comply with any and all of the conditions imposed by the review authority in the approval of the Conditional Use Permit or Minor Use Permit.

If the development is approved, the applicant has indicated that they will agree in writing to comply with the conditions imposed by the Planning Commission in the approval of the Conditional Use Permit.

SECTION 4: Planned Development Permit Findings. In accordance with SMC Section 20.520.060, the City Council hereby finds:

A. The Planned Development Permit will:

1. Be allowed within the subject base zone;

The proposed 79-unit, townhome Project is allowed within the General Mixed-Use (GLMX) Overlay zone. Section 20.230.050 of the Stanton Municipal Code allows for stand-alone residential development in the GLMX Overlay zone with the approval of a Conditional Use Permit. The development meets all applicable development standards and is proposing to modify open space and four-foot architectural offset requirements through the Planned Development Permit.

2. Be consistent with the purpose, intent, goals, policies, actions, and land use designations of the General Plan and any applicable specific plan;

The project site is not within a Specific Plan area. The proposed development is consistent with the City's General Plan, specifically:

- ***Goal LU-3.1: A range and balance of residential densities which are supported by adequate city services. Strategy LU-3.1.2: Encourage infill and mixed-use development within feasible development sites.***

The property is located within the General Mixed Use Overlay zone which allows for stand-alone residential development. The Project provides for 79 residential townhome units attached in clusters of four and six units and offers open space areas with a variety of recreational opportunities. The subdivision allows for the units to be sold separately, providing a more stable resident population and also adds to City's affordable housing stock. The

proposed Project offers infill development to serve the residential needs of the community while maintaining access to existing public services and utilities.

- ***Goal CD-1.1 Promote quality development and design that preserves and enhances a positive and unique image of Stanton, and fosters a sense of community pride. Strategy CD-1.1.2 Ensure that new development within the city contributes to the image of Stanton in a positive way and places a high standard of architecture and site design.***

Beach Boulevard is evolving with several new mixed use and residential developments. The proposed 79 townhomes units offer a contemporary architecture that would continue to enhance the positive image of Stanton. The development also proposes to improve the Beach Boulevard corridor through the implementation of the Livable Beach Boulevard Mobility Plan.

- ***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 proposed Project improves the pedestrian and vehicular experience along Beach Boulevard by implementing the Livable Beach Boulevard Mobility Plan. The parkway will offer enhanced landscaping and street furnishings. In addition, the elevations of the new residential units facing Beach Boulevard are designed to provide high-quality design, visual interest and a vibrant streetscape.

- ***Goal ED-2.2: Promote economic revitalization at key locations within the city, specifically the major arterials, Beach Boulevard and Katella Avenue, which carry commuters and other travelers through Stanton. Strategy 2.2.1: Encourage mixed-use development along major corridors, specifically Beach Boulevard and Katella Avenue, as well as at major city intersections and activity nodes.***

The residential Project would provide for market rate and affordable housing for people close to commercial nodes, which will benefit existing and future commercial uses on Beach Boulevard and contribute to the City's economic base.

- ***Action RC-2.1.6(b) Encourage development of underutilized and vacant infill site where public services and infrastructure are available.***

The Project will develop an underutilized lot located at a key corridor and will complement the surrounding neighborhood-serving commercial uses and established residential neighborhoods. The infill development will redevelopment this important corridor while maintaining the appropriate use of public facilities, utilities land available infrastructure.

3. Be generally in compliance with all of the applicable provisions of this Zoning Code relating to both on-site and off-site improvements that are necessary to accommodate flexibility in site planning and property development and to carry out the purpose, intent, and requirements of this Chapter and the subject base zone, including prescribed development standards and applicable design guidelines, except for those provisions modified in compliance with this Chapter;

The Project meets the required front, side and rear yard setbacks and provides all required off-street parking. The Project complies with the density for the zone proposing 22.28 units to the acre well under the allowed 25-45 units to the acre. The project complies with lot coverage, impervious surface coverage and height requirements. The Zoning Code provides a process, the Planned Development Permit intended to ensure efficient use of the land and better living environment, high standards of environmental quality and enhanced amenities. Through a Planned Development Permit, an applicant may request, and the Planning Commission may grant adjustments or modifications to the standard development requirements where necessary and appropriate to achieve a comprehensive development of superior quality and excellent design. The Project is asking for a reduction in the required private and common open space and relief from the four-foot architectural offset for interior units through the Planned Development Permit.

The Project offers increased on-site amenities and sets aside 10 percent of the units as affordable housing for low-income households. The Project meets the purpose of the Planned Development Permit, Conditional Use Permit and the Site Plan and Development Review by providing a development that exceeds site and design standards typically submitted in this zone given strict application of the development standards found in the Stanton Municipal Code. The utilization of modern site planning provides additional market rate and affordable housing opportunities and improves the character and condition of the Beach Boulevard corridor through the Livable Beach boulevard Mobility Plan.

4. Ensure compatibility of property uses within the zone and general neighborhood of the proposed development;

A stand-alone residential Project is allowed through the approval of a Conditional Use Permit in the General Mixed Use Overlay zone. The Project is designed to complement the new residential development on Beach Boulevard and enhance the surrounding neighborhood commercial uses. The enhanced building frontage along Beach Boulevard and implementation of the Livable Beach Boulevard Mobility Plan on the public right-of-way will improve the public experience and overall look and feel of the corridor.

- B. The proposed Project will produce a comprehensive development of superior quality and excellence of design (e.g., appropriate variety of structure placement and orientation opportunities, appropriate mix of structure sizes, high quality

architectural design, significantly increased amounts of landscaping and improved open space, improved solutions to the design and placement of parking and loading facilities, incorporation of a program of highly enhanced amenities (e.g., additional public art), LEED or other “green” related standards, etc.) than might otherwise occur from more typical development applications;

The Project offers for-sale and affordable, one-, two- and three-bedroom townhomes with attached garages and on-site guest parking. The site design and features include desirable amenities available on-site to enhance the quality of life for these new residents. Landscaping buffers are provided including a variety of trees, shrubs and ground cover to enhance the visual appearance of the Project, provide buffering and privacy for adjacent properties and improve the overall look and feel of the property. Additionally, the public right of way will provide with robust and enhanced landscaping and street furnishings in compliance with the Livable Beach Boulevard Mobility Plan.

- C. Proper standards and conditions have been imposed to ensure the protection of the public health, safety, and welfare;

The Project is designed and will be built in conformance with the California Building Code, the City of Stanton Municipal Code, and the intent of the General Plan. The Project is subject to all conditions of approval to ensure the protection of the public health, safety, and welfare. The City Engineer and Orange County Fire Authority have provided conditions of approval for the Project which are included in Exhibit “A”. Stanton Police Services had no concerns for the Project.

- D. Proper on-site traffic circulation (e.g., pedestrian and vehicular) and control is designed into the development to ensure protection for fire suppression and police surveillance equal to or better than what would normally be created by compliance with the minimum setback and parcel width standards identified in Article 2 (Zone-Specific Standards);

The Project meets or exceeds all on-site and off-site traffic and safety standards. Adequate access to the site and on-site is provided to ensure fire, police and other public safety needs are met. Orange County Fire Authority has reviewed the plans for proper fire lane access and applicable fire authority requirements. Additionally, the City Engineer has reviewed the plans for safe maneuvering and circulation.

- E. The subject parcel is adequate in terms of size, shape, topography, and circumstances to accommodate the proposed development;

The property is flat and 3.54-acres in size. As such, it accommodates the proposed multi-family residential development.

- F. Adequate public services and facilities exist, or will be provided, in compliance with the conditions of approval, to serve the proposed development and the approval

of the proposed development will not result in a reduction of public services to properties in the vicinity to be a detriment to public health, safety, and general welfare;

The proposed Project is located within an urbanized area, is accessible by existing streets, and is located within the service areas of all existing utilities and public services for the area. Further, conditions of approval will ensure the proposed development will not result in a reduction of public services to properties in the vicinity or be a detriment to public health, safety, and general welfare.

- G. The proposed development, as conditioned, will not have a substantial adverse effect on surrounding properties or their allowed use;

The Project is allowed by the zone and is consistent with the General Plan. The Project Site is in an urban setting and is not anticipated to have adverse effects on the surrounding properties and their allowed uses. The Project's architectural design is complementary to The VRV and Cloud House residential projects on Beach Boulevard. The townhome Project is compatible with surrounding improvements and character of the Beach Boulevard corridor.

- H. If the development proposes to mix residential and commercial uses whether done in a vertical or horizontal manner, the residential use is designed in a manner that it is appropriately buffered from the commercial use and is provided sufficiently enhanced amenities to create a comfortable and healthy residential environment and to provide a positive quality of life for the residents. The enhanced amenities may include additional landscaping, additional private open space, private or separated entrances, etc.;

This finding is not applicable as the proposed project is not a mixed-use project; it's a stand-alone residential development.

- I. The design, location, operating characteristics, and size of the proposed development will be compatible with the existing and future land uses in the vicinity, in terms of aesthetic values, character, scale, and view protection;

The proposed Project is compatible with development in the area. The Project is of similar size and scale of recent project such as Lantana on Beach and is compatible with the contemporary architecture of The VRV and Cloud House multi-family residential developments. The Project complements adjacent development, improves pedestrian and vehicle experiences, adds vibrant new development, and adds to the City's housing stock and creates for-sale housing market rate and affordable options to serve the needs of the community.

- J. The applicant agrees in writing to comply with any and all conditions imposed by the review authority in the approval of the Planned Development Permit;

If the development is approved, the applicant has indicated that they will agree in writing to comply with the conditions imposed by the Planning Commission in the approval of the Planned Development Permit.

SECTION 5: Tentative Tract Map Findings. In accordance with the requirements as set forth in SMC Sections 19.10.100 and 19.10.110, the City Council hereby finds as follows:

- A. The proposed map is consistent with the city's General Plan;

The proposed 79-unit, townhome project is allowed within the General Mixed-Use (GLMX) Overlay zone with the approval of a Conditional Use Permit. The development meets all applicable development standards and is proposing to modify open space and four-foot architectural offset requirements through the Planned Development Permit.

- B. The design and improvement of the proposed subdivision is consistent with the city's general plan;

The proposed development is consistent with the City's General Plan, specifically:

- ***Goal LU-3.1: A range and balance of residential densities which are supported by adequate city services. Strategy LU-3.1.2: Encourage infill and mixed-use development within feasible development sites.*** The property is located within the General Mixed Use Overlay zone, which allows for stand-alone residential development. The Project provides for 79 residential townhome units attached in clusters of four and six units and offers open space areas with a variety of recreational opportunities. The subdivision allows for the units to be sold separately, providing a more stable resident population and also adds to City's affordable housing stock. The proposed project offers infill development to serve the residential needs of the community while maintaining access to existing public services and utilities.
- ***Goal CD-1.1 Promote quality development and design that preserves and enhances a positive and unique image of Stanton, and fosters a sense of community pride. Strategy CD-1.1.2 Ensure that new development within the city contributes to the image of Stanton in a positive way and places a high standard of architecture and site design.***

Beach Boulevard is evolving with several new mixed use and residential developments. The proposed 79 townhome units offer a contemporary architecture that would continue to enhance the positive image of Stanton. The development also proposes to improve the Beach Boulevard corridor through the implementation of the Livable Beach Boulevard Mobility Plan.

- ***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 proposed Project improves the pedestrian and vehicular experience along Beach Boulevard by implementing the Livable Beach Boulevard Mobility Plan. The parkway will offer enhanced landscaping and street furnishings. In addition, the elevations of the new residential units facing Beach Boulevard are designed to provide high-quality design, visual interest and a vibrant streetscape.

- ***Goal ED-2.2: Promote economic revitalization at key locations within the city, specifically the major arterials, Beach Boulevard and Katella Avenue, which carry commuters and other travelers through Stanton. Strategy 2.2.1: Encourage mixed-use development along major corridors, specifically Beach Boulevard and Katella Avenue, as well as at major city intersections and activity nodes.***

The residential Project would provide for market rate and affordable housing for people close to commercial nodes, which will benefit existing and future commercial uses on Beach Boulevard and contribute to the City's economic base.

- ***Action RC-2.1.6(b) Encourage development of underutilized and vacant infill site where public services and infrastructure are available.***

The Project will develop an underutilized lot located at a key corridor and will complement the surrounding neighborhood-serving commercial uses and established residential neighborhoods. The infill development will redevelopment this important corridor while maintaining the appropriate use of public facilities, utilities land available infrastructure.

C. The site is physically suitable for the proposed type of development;

The 3.54-acre site is physically suitable to accommodate the proposed condominium subdivision, residential units, street access, private and common open space areas and emergency vehicle access.

D. The requirements of the California Environmental Quality Act have been satisfied;

An Initial Study/Mitigated Negative Declaration (IS/MND) was prepared for the project pursuant to the California Environmental Quality Act (CEQA) and State CEQA Guidelines. The IS/MND document prepared by consultant Blodgett Baylosis Environmental Planning, includes the project setting and description, initial study checklist, and an environmental evaluation. The Draft MND was circulated for a 30-day public review period beginning on October 26, 2021 and ending on November 29, 2021. Copies of the document were made available at City Hall, Stanton Library and City website. A notice of intent was posted at 12200 Beach Boulevard and the terminus of Orangewood Avenue and Santa Rosalia Street, mailed to property owners and tenants within a 500 feet radius of both sites

and posted at City Hall, Stanton Post Office and Family Resource Center. Notice and the IS/MND were sent to the State Clearinghouse, Office of Planning and Research. The State Clearinghouse issued a project number for this MND (SCH No. 2021110029) and circulated the NOI and IS/MND to various state agencies. The project will require adoption of a Mitigation Monitoring and Reporting Program (MMRP) which contains mitigation measures to address noise stemming from construction and measures to address biological and tribal cultural resources impacts. The IS/MND has concluded that if the proposed mitigation measures identified in the Mitigation Monitoring and Reporting Program are applied to the project, there will be a less than significant effect on the environment.

- E. The site is physically suitable for the proposed density of development;

The development proposes a density of 22.28 units to the acre within the allowed range of 25-45 units to the acre in the General Mixed Use Overlay zone

- F. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantial and avoidable injury to fish or wildlife or their habitat;

The proposed Project site is located in an urban area surrounded by commercial and residential developments and is adjacent to a major roadway, Beach Boulevard. There are no naturally occurring habitats or associated flora and fauna located on either project site that would be affected by the proposed project implementation. As a result, the site is not a suitable habitat for any species of concern by the United States Fish and Wildlife Service (USFWS) and no impacts are anticipated. According to the United States Fish and Wildlife Service and the results of the site visits, there are no wetland or migratory bird nesting areas located within the project site. The only trees located within the project site boundaries are found along the southern and western boundaries of the project site next to the Anaheim-Barber Channel. There are a number of mature trees and shrubs located on-site along the southern and western boundaries of the project site which may have the potential to harbor migratory birds, and these trees and shrubs will be removed during the construction phase to accommodate the proposed project. Any potential impact to nesting and/or migratory species, however, will be mitigated to a level of less than significant with the implementation of the mitigation measures set forth in the MMRP.

- G. The design of the subdivision and the proposed improvements are not likely to cause serious public health problems;

The IS/MND prepared found that the proposed project's air emissions do not represent a significant adverse impact. As a result, no mitigation measures are required. The analysis of air quality impacts indicated that the projected emissions would be below the South Coast Air Quality Management District's (SCAQMD) thresholds of significance. Moreover, the Project will not result in potentially

significant noise impacts with the implementation of the mitigation measures included in the MMRP.

- H. The design of the subdivision and the proposed improvements will not conflict with easements of record or established by court judgment, acquired by the public at large, for access through or use of property within the proposed subdivision; or, if such easements exist, that alternate easements for access or for use will be provided, and that these will be substantially equivalent to ones previously acquired by the public;

The design of the proposed subdivision will not conflict with easements of record or established by court judgment, acquired by the public at-large, for access through or use of the property. Upon review of the project by the Engineering Department, there is no known conflict with any easements or rights-of-way.

- I. The design and improvement of the proposed subdivision are suitable for the uses proposed and the subdivision can be developed in compliance with the applicable zoning regulations pursuant to Section 19.10.090;

The proposed project will utilize the Planned Development Permit (PDP) process to allow for flexibility in development standards and create a development that aligns with the Goals, Strategies and Actions of the City of Stanton's General Plan. These include, but are not limited to, adding to the range of housing types in the area, supporting infill development and enhancing the image of the area and the City of Stanton.

SECTION 6: Approval. Based upon the findings set forth above, the City Council hereby approves Site Plan and Design Review SPDR-811, Conditional Use Permit CUP 20-04, Planned Development Permit PDP 20-07 and Tentative Tract Map No. 19119, subject to the Conditions of Approval set forth in Exhibit "A." The approved development standards for Planned Development Permit PDP 20-07 are provided in Exhibit "B," which is attached hereto and incorporated herein by reference.

SECTION 7: Effective Date. The approvals set forth in Section 6 above shall not be effective unless and until each entitlement referenced therein are approved and become effective and the related Development Agreement attached as Exhibit "A" to Ordinance No. 1118 (the "Development Agreement") is approved by the Parties and becomes effective.

SECTION 8: Custodian and Location of Records. The documents related to this Resolution 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.

ADOPTED, SIGNED AND APPROVED this 11th day of January 2022.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2022-02 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on January 11, 2022, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

EXHIBIT "A"

**SITE PLAN AND DESIGN REVIEW (SPDR)-811,
CONDITIONAL USE PERMIT (CUP) 20-04
PLANNED DEVELOPMENT PERMIT (PDP) 20-07 AND
TENTATIVE TRACT MAP NO. 19119
12200 BEACH BOULEVARD**

CONDITIONS OF APPROVAL

1. The Applicant and property owner must sign and return a City-provided affidavit accepting these Conditions of Approval. The project Applicant and property owner shall have thirty (30) calendar days to return the signed affidavit to the Community and Economic Development Department. In addition, the Applicant shall record the Conditions of Approval in the Office of the County Recorder. Proof of recordation shall be provided prior to certificate of occupancy.
2. The Applicant shall indemnify, protect, defend, and hold the City, and/or any of its officials, officers, employees, agents, departments, agencies, authorized volunteers, and instrumentalities thereof (collectively, the "Indemnified Parties") harmless from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures), judgments, orders, and decisions (collectively "Actions"), brought against the Indemnified Parties, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the Project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Community Redevelopment Law, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. Applicant's obligation under this condition of approval shall extend to indemnifying and holding harmless the Indemnified Parties against any damages, fees, or costs awarded in connection with any Action challenging the Project. The City and the Applicant expressly agree that the City shall have the right to choose the legal counsel providing the City's defense, and that the Applicant shall reimburse, on a monthly basis, the City for any costs, fees, and expenses incurred by the City in the course of the defense. City shall promptly notify the Applicant of any Action brought, and the Applicant

shall cooperate with the City in the defense of the Action. Applicant's obligation to fully indemnify the City shall survive the suspension, revocation, expiration or termination of any permit, entitlement, or approval issued by the City for or relating to the Project.

3. The proposed project will be constructed, developed, used, operated and permanently maintained in accordance with the terms of the application, plans, drawings submitted, and conditions imposed in this Resolution. Development shall occur in conformance with the plans, color and materials, attachments found in the staff report and the information presented to the City Council, the conditions contained herein and all applicable City regulations. Any modifications shall require review and approval by the Community and Economic Development Director prior to the issuance of any building permit. Any significant modifications may require review and approval of the Planning Commission and/or City Council. All conditions must be completed prior to final approval and issuance of the certificate of occupancy.
4. A final landscape plan consistent with the conceptual plan provided to the City Council and as conditioned, shall be submitted for the review and approval of the Community and Economic Development Director prior to issuance of grading permit.
 - a. The landscape plan shall include all plant materials, species and sizes, irrigation, open space improvements/furnishings and Water Efficient Ordinance requirements.
 - b. All trees shall have a minimum trunk height of 10 feet at the time of installation. All shrubs shall be a minimum of 15 gallon.
 - c. Upon final inspection, staff may require replacement and/or addition of landscaping material to ensure a high-quality planting and sufficient coverage and spread.
 - d. The Homeowners Association shall maintain common area landscaping on site at all times in accordance with the approved landscaping plan. Should any planting be damaged, diseased, or removed it shall be replaced in kind.
 - e. All landscaping shall be installed prior to the issuance of the certificate of occupancy and shall be maintained as depicted in the final approved landscape plan. Any modifications or changes are subject to review and approval of the Community and Economic Development Director.

5. The public right-of-way shall be in compliance with the Livable Beach Boulevard Mobility Plan. A 10 feet pedestrian area shall be maintained with six feet of sidewalk and 4 feet of parkway. All landscaping and furnishing are subject to approval by the Community and Economic Development Director and Public Works Director. Submit landscaping and improvements for review and approval prior to building permit issuance.
6. Prior to issuance of a final certificate of occupancy, the applicant shall install trees on Beach Boulevard in tree wells and shall install uplighting in the tree wells such that the uplighting is integrated into the tree well grate or under the tree well grate to protect the lighting from vandalism or unintended damage. The design is subject to the review and approval of the Public Works Director. Tree well grates shall be rated for vehicular loads.
7. All exterior lighting shall be kept at a reasonable level of intensity and directed away from adjacent properties and public streets to minimize glare to be confirmed by the Community and Economic Development Director upon final inspection. A final lighting and photometric plan certified by a lighting engineer shall be approved by the Community and Economic Development Director or his/her designee prior to building permit issuance.
8. The applicant shall submit utility and mechanical equipment plans prior to submitting for design with any utility company, that address, among other things, the location, size, height, and screening technique for all utilities and mechanical equipment. All utilities and mechanical equipment related to the project whether located on site or in the public right-of-way shall be underground or located on any rooftop. Should the utility or mechanical equipment (e.g., Back flow devices, transformers, A/C units etc.) be unable to be placed underground or located on any rooftop, as reviewed and determined to be valid by the Community and Economic Development Director and Public Works Director, such equipment shall be located in the least impacting (visual, pedestrian impediment, vehicular obstruction, etc). location as affirmed by the Community and Economic Development Director. Additionally, all utility and mechanical equipment will be adequately screened to the Community and Economic Development Director's satisfaction. Screening materials, techniques and locations shall be submitted for the review and approval of the Community and Economic Development Director prior to submittal of plans to any utility company and prior to the issuance of grading permits.
 - a. All screening shall be subject to Planning inspection and shall match or exceed the height of the equipment.

- b. Any modification to the approved screening shall obtain prior approval of the Community and Economic Development Director.
- 9. Final fence and wall plans shall be submitted for review and approval of the Community and Economic Development Director prior to issuance of any building permit. All fences and walls shall be installed and maintained as depicted in the approved Wall and Fence Plan prior to any Building Final. Any changes to the approved fencing and walls are subject to review and approval of the Community and Economic Development Director.
 - a. The new proposed perimeter walls shall be of decorative block and contain a decorative cap.
- 10. The applicant shall submit a Trash Staging and Storage Plan for the review and approval of CR&R and the Community and Economic Development Director prior to issuance of first building permit.
 - a. All trash cans must be kept within the approved areas and all areas shall be maintained clean and sanitary.
 - b. A will-serve letter from CR&R shall be submitted to the Planning Division prior to building permit issuance.
- 11. All colors, materials and finishes must match the approved plans and materials board. Any changes are subject to review and approval by the Community and Economic Development Director. The final architectural set of plans shall depict all materials and finishes prior to building permit issuance.
- 12. The applicant shall install decorative enhanced concrete, such as stamped and colored, at the entrances into the development to the satisfaction of the Director of Community and Economic Development prior to the issuance of a certificate of occupancy.
- 13. The applicant shall comply with all mitigation measures identified in the Mitigation Monitoring and Reporting Program (MMRP).
- 14. During the construction phase, the Applicant shall designate a noise disturbance coordinator who will be responsible for: (1) responding to neighborhood complaints about construction noise, (2) assessing the cause of the noise complaints and (3) implementing reasonable measures to correct the problem. The applicant shall be responsible for providing a hotline number that adjacent

residents or businesses may call with concerns or questions regarding construction activities. The hotline number shall be provided to City staff prior to issuance of a rough grading permit.

15. Declaration of Covenants, Conditions and Restrictions (CC&Rs), Articles of Incorporation and By-Laws for the Homeowners Association shall be reviewed and approved by City Staff, recorded before the Final Map, and include the following requirements:

- a. Require that all garage spaces shall be maintained for the parking of vehicles.
- b. A disclosure identifying the enclosed garage spaces assigned to each unit. This disclosure shall be signed by the owner prior to purchase of the unit indicating they understand there are no additional parking spaces available and that they are limited to parking vehicles within the garage associated with the purchased unit. Additionally, the disclosure shall include the number of guest parking available within the development and the policies and procedures for use of guest parking spaces which shall be signed by the owner prior to purchase of the unit indicating they understand the limitation and proper use of guest parking. This practice shall be upon original purchase and subsequent sale of each unit in the development.
- c. Dictate responsibilities between the Homeowners Association and private property owners for the maintenance of structures, both interior and exterior of all buildings, plumbing, mechanical and electrical facilities.
- d. Dictate responsibilities between the Homeowners Association and private property owners for the maintenance of the common and private open space areas.
- e. Prohibit the removal of the common and private open space areas and amenities as shown on the approved the Site Plan. Replacement, repair or substitutions can only be allowed with the prior approval of the City with similar or equivalent materials, features and fixtures. No reduction in the areas can be considered.
- f. Identify all exclusive use easement areas and dictate the responsibilities between the Homeowners Association and private property owners.

- g. Include provisions addressing the use and maintenance of guest parking spaces, driveways, common open spaces, and restrictive open space. The parking provisions shall, among other things, establish all of the following:
 - i. Guest parking spaces are to be used by guests only and are not for use by residents.
 - ii. Long term parking of more than 72-hours is prohibited in guest parking spaces.
 - iii. Movement of a vehicle directly from one guest parking space to another shall not constitute a break in the 72-hour restriction.
 - h. Prohibit storage and overnight parking of recreational vehicles and/or oversized vehicles and/or trailers.
 - i. Prohibit parking and any type of obstruction of the required fire access lanes.
 - j. Prohibit the construction of additional entries/exits into individual residences.
 - k. Dictate responsibilities of maintenance for all BMPs installed on the site, as listed in the approved Water Quality Management Plan (WQMP), including requirements for vector control and include all WQMP conditions.
 - l. Provide a Parking Management Plan that includes management strategies for both garage and guest parking, enforcement and resolution of conflict process and procedures and any time limitations and loading areas.
 - m. Include the provision to restrict any amendment to provisions required by this entitlement package without first obtaining the review and approval of the City (Community and Economic Development Director, Planning Commission or City Council as appropriate).
 - n. Include a provision identifying the City as an intended third-party beneficiary with the right, but not the obligation, to enforce the CC&Rs to ensure compliance with City entitlements.
- 16.** Parking is to be maintained and provided as identified in the approved plans. Any minor changes to the approved parking must be submitted for review and approved by the Community and Economic Development Director. Any

significant changes to the approved parking may require review and approval by the Planning Commission and/or City Council.

- 17.** Prior to the start of any work, a grading plan for on-site improvements prepared by a California-licensed civil engineer shall be submitted to the Public Works Department and approved by the City Engineer. Plan check and inspection fees shall be paid in advance according to the City's fee schedule.
- 18.** Prior to the start of any work, an improvement plan for off-site improvements prepared by a California-licensed civil engineer shall be submitted to the Public Works Department and approved by the City Engineer. Plan check and inspection fees shall be paid in advance according to the City's fee schedule. Off-site improvement plans may be incorporated in the grading plan.
- 19.** Prior to the start of any work in the City's public right-of-way, if any, a separate encroachment permit shall be obtained from the Public Works Department. All work shall be done in accordance with Orange County Public Works Standard Plans or the Standard Plans for Public Works Construction.
- 20.** Prior to the start of work in the State's right-of-way, if any, an encroachment permit from Caltrans shall be obtained. All work shall be coordinated with Caltrans and the City to ensure work is performed according to the approved plans.
- 21.** All required geotechnical testing services required for improvements in the public right-of-way will be based on time and materials, to be invoiced at the completion of the project. These fees are in addition to any other fees paid to the City. These fees must be paid in full prior to release of any bonds.
- 22.** Prior to the issuance of a grading permit or an encroachment permit, a bond or surety device shall be posted with the City in an amount and type sufficient to cover the cost of off-site and on-site work in an amount specified by the City Engineer.
- 23.** Prior to the issuance of a final certificate of occupancy, applicant shall underground the existing power poles and wires fronting the project on Beach Boulevard at the applicant's sole expense. This work will require the applicant to work with Southern California Edison, Caltrans, and other utilities to remove the Edison power pole and guy wires at the southwest corner of the project in Caltrans right-of-way, and to potentially work within Caltrans right-of-way outside of the frontage of the project, as required by Edison and/or Caltrans.
- 24.** No above ground utility structures, cabinets, pipes, or valves shall be constructed within the public right-of-way.

- 25.** Prior to the issuance of a final certificate of occupancy, no aerial utilities may be connected to the project. All utilities shall be undergrounded at the completion of the project.
- 26.** In conjunction with the submittal of a grading and on-site improvement plan, the applicant shall submit a traffic signing and striping plan for review and approval by the City Engineer. The traffic signing and striping plan shall include the following restrictions: The 36-foot-wide driveway entrance on the southernmost portion of the site will be restricted to right in and right out only, and the secondary 19-foot 10-inch driveway to the north is restricted for right turn exit only.
- 27.** Perimeter fencing shall be installed that has green screen material or approved equal. The fence/screen material shall be properly maintained and be free of rips, tears, fraying, graffiti, and any other damage or vandalism.
- 28.** Prior to the issuance of a precise grading permit, the applicant shall prepare a plan indicating clear sight triangles which shall be maintained at each driveway per the Highway Design Manual. No objects, signs, fences, walls, vegetation, or other landscaping shall be allowed within these triangles that measures between three and eight feet in height. This shall be coordinated between applicable site and landscaping plans.
- 29.** Prior to the issuance of a precise grading permit, the applicant shall prepare a plan for the placement and installation of traffic signing, pavement delineation, and other traffic devices subject to the review of the City Engineer. Parking stalls shall meet City development code standards and stop signs with stop legend bars shall be provided at all locations as specified by the City Engineer.
- 30.** Prior to the demolition of any existing on-site improvements, a demolition plan shall be submitted and approved by the City Engineer, and a grading permit shall be obtained in addition to any building permits required prior to demolition of any existing structures. The demolition plan shall include an erosion control plan.
- 31.** Grading and improvements shall be in accordance with the City's grading manual and grading code and to the satisfaction of the City Engineer. Any work outside of the project boundaries will require easements or right-of-way entry letters from adjacent property owners.
- 32.** The applicant and his/her contractor shall comply with all requirements of the Orange County Stormwater Program "Construction Runoff Guidance Manual" during the construction of the project. This document is available for downloading from www.h2oc.org.
- 33.** All structural pavement sections, including all parking lots, shall be submitted to and approved by the City Engineer. The soils engineer shall submit pavement

section recommendations based on "R" Value analysis of the subgrade soils, and approved City traffic indices.

- 34.** Handicap access ramps must be installed and/or retrofitted in accordance with current American Disabilities Act (ADA) standards throughout the project. Access ramps shall be provided at all intersections and driveways.
- 35.** All damaged, cracked, uplifted, subsided or severely worn curb, gutter and sidewalk that fronts the project in the public right-of-way along Beach Boulevard shall be removed and replaced. This includes damaged, cracked, uplifted, subsided or severely worn curb, gutter and sidewalk that was in this condition prior to the start of construction. Limits of removal and replacement will not be marked out until immediately prior to occupancy so that all damage that occurred during construction can be included in the limits of replacement.
- 36.** No construction materials or construction equipment shall be stored on public streets.
- 37.** A haul route permit shall be obtained from the Public Works Department for removal or import of any material that requires more than 20 truck trips per day or if the total yardage of material to be exported or imported to the site exceeds 100 cubic yards. All trucks hauling materials in and out of the project site shall be subject to restricted time and days of operation and truck route as determined by the City Engineer.
- 38.** Prior to the issuance of any building permit, the applicant shall pay sewer connection fees to the City for connection to the sanitary sewer system, if applicable.
- 39.** If any cuts are made into existing asphalt on Beach Boulevard, restoration of the subject roadway shall, at a minimum, consist of cold-milling to a 1.5 inch depth and an asphalt overlay with rubberized hot mix in one-half roadway widths (i.e. from gutter line to the median for cuts within the eastern half of Beach Boulevard, and from gutter line to gutter line for cuts within both halves of Beach Boulevard). Such work will require a Caltrans encroachment permit, and these restoration requirements are in addition to any requirements from Caltrans.
- 40.** Grading and improvement plans shall be prepared and submitted to the City Engineer for approval. Plans shall be 24" X 36", ink on mylar, with elevations to nearest 0.01 foot, and scaled at 1" = 10'. Public works improvements may be shown on this plan. Grading plan check fees must be paid in advance.
- 41.** Prior to the issuance of a building permit, pad certification by the project civil engineer and project geotechnical engineer is required and a building pad

compaction report must be submitted to and approved by the City Engineer. Separate review fees may apply.

- 42.** Prior to the issuance of a grading permit, a hydrology and hydraulic study (including off-site areas affecting the development) shall be prepared by a California-licensed civil engineer and approved by the City Engineer. The report shall include detailed drainage studies indicating how the grading, in conjunction with the drainage conveyance systems including applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding, will allow building pad(s) to be safe from inundation from rainfall runoff which could be expected from all storms up to and including the theoretical 100-year flood. Methodology, criteria, and sizing of storm drainpipe and facilities shall adhere to the Orange County Hydrology Manual.
- 43.** The maintenance of any landscaping between the curb and the right-of-way line of any street abutting the parcel shall be the responsibility of the owner of that parcel unless a recognized association or district has assumed responsibility for said maintenance.
- 44.** Any above ground valve assemblies or back-flow devices shall be placed on private property and an easement dedicated to the water district.
- 45.** Water improvement plans shall be approved by Golden State Water Company and the City's Building Department. All facilities shall be constructed in accordance with the appropriate agency's specifications, with all incidental fees paid by the applicant. These facilities shall be dedicated to the water company by the applicant to the satisfaction of the City Engineer.
- 46.** Sewer improvement plans shall be approved by the appropriate sewer agencies and the City Engineer. All facilities shall be constructed in accordance with the City's specifications, with all incidental fees paid by the applicant.
- 47.** Prior to the issuance of a grading permit, the applicant shall submit a water quality management plan (WQMP) incorporating best management practices (BMPs) in conformance with the requirements of the MS4 Permit issued to the City by the Santa Ana Regional Water Quality Control Board. This Permit requires the project to be classified as a priority development project which requires source control BMPs to be proposed and implemented prior to the issuance of a certificate of occupancy. The applicant is advised there are additional plan check fees for the review of this document. Treatment control devices will not be permitted in the public right-of-way. The applicant/owner will be responsible for the costs of the construction or installation and maintenance of any BMPs.
- 48.** All roof drains shall be routed to a landscaped area or an on-site structural treatment BMP prior to draining into the City storm drain system.

- 49.** Prior to the issuance of a grading permit, the applicant shall identify in the WQMP the parties responsible for the long-term maintenance and operation of the structural treatment control BMPs for the life of the project and a funding mechanism for operation and maintenance.
- 50.** Prior to the release of any grading bonds, any on-site or off-site storm drains shall be inspected by the County of Orange Underground Inspection Team. The City will arrange for the inspection. There will be additional fees for this inspection. Any deficiencies shall be repaired solely at the expense of the applicant.
- 51.** Prior to the issuance of a certificate of occupancy, all existing and proposed catch basin inlets on the site shall be fitted with trash capture devices on the State Water Resources Control Board's "Track 1" approved device list.
- 52.** Prior to the issuance of a certificate of occupancy permit, the applicant/owner shall furnish a recorded copy of the City's Water Quality Best Management Practices Implementation Agreement. The Agreement outlines post-construction maintenance requirements for on-site water quality related best management practices that will be required to be implemented by the owner, and all subsequent owners. The text of this Agreement shall not be modified except as determined by the City Manager, City Attorney, or City Engineer.
- 53.** Prior to the issuance of any precise grading permit, the applicant shall provide plans and supporting documentation for the review and approval of the City Engineer showing that areas requiring regular washing/cleaning (including dumpster areas) are isolated from the storm drain system. No discharge from such areas shall be allowed into the storm drains.
- 54.** Prior to the issuance of a grading permit, the applicant shall submit a Storm Water Pollution Prevention Plan (SWPPP) to the State of California incorporating Best Management Practices (BMP) in conformance with the requirements of NPDES and shall obtain a Waste Discharge Identification Number (WDID) and provide the WDID to the City.
- 55.** Prior to the issuance of a grading permit, the applicant shall provide for review and approval by the City Engineer a trash and recycling plan detailing the expected trash, recyclable materials, and organic waste from the project. The applicant shall comply with the requirements of AB1826 and SB1383, mandatory commercial organics recycling (food waste), and AB341, mandatory commercial recycling.
- 56.** Any existing or new trash bin enclosures shall be sized to accommodate the required number of trash and recycling bins as required by the approved trash and recycling plan. Bins shall be housed in trash bin enclosures. At a minimum, any trash bin enclosure shall include a floor drain connected to the sanitary

sewer system and a solid roof to prevent rain water intrusion, and, at a minimum, shall accommodate one three-yard trash dumpster and one three-yard recycling dumpster (each with approximate dimensions of 40" wide x 82" long), and one 96-gallon organics recycling cart (approximate dimensions of 30" wide x 34" deep) plus enough room for personnel to access the trash bins and cart. A larger sized trash enclosure may be necessary based upon the approved trash and recycling plan. No trash bin or cart shall be located outside an enclosure approved by the Director of Community Development. If, at any time in the future it is determined by the City Engineer that the trash enclosure is inadequate, the owner at his expense shall expand the trash enclosure to accommodate extra bins as evidenced by operations or shall order more frequent trash and recycling bin pick-ups. All trash, storage of cartons, containers, and other discarded items shall be screened from public view at all times.

- 57.** All survey monuments destroyed shall be replaced and tied out in conformance with the County of Orange Surveyor's requirements.
- 58.** Prior to the issuance of a grading permit, an access plan shall be approved by the Orange County Fire Authority and shall agree with the grading and improvement plans.
- 59.** All grading, drainage, storm drain construction, private street or drive improvements, utility installation, landscaping, irrigation, and all other subdivision improvements shall meet the City of Stanton standards
- 60.** The Final Map, when submitted to the City for approval, shall be prepared by, or under the direction of, a California-licensed civil engineer authorized by the Board or a licensed land surveyor.
- 61.** At the time of filing of the Final Map with the City for approval the Subdivider shall provide a Preliminary Title Report dated not more than 30 days prior to the filing date. In addition to other items the Preliminary Title Report shall show in what name the ownership of the property is held, show all trust deeds including the name of the trustees, show all easements and names of easement holders, show all fee interest holders, and show all interest holders whose interest could result in a fee ownership. The title company account for this title report shall remain open until the Final Map is recorder.
- 62.** All rights-of-way, easements, abandonments, and vacations shall be shown on the Final Map. Public rights-of-way shall be dedicated to the City in fee simple absolute. The purpose, use, and holder of the easement rights for all easements shall clearly be stated on the Final Map.
- 63.** At the time of filing the Final Map to the City for approval, the Subdivider shall also submit for approval of the City a Subdivision Agreement between the Subdivider and the City properly executed by the Subdivider, including

appropriate bonds and insurance, which sets forth the requirements and responsibilities of both the City and the Subdivider relative the subdivision being created.

- 64.** Pursuant to the regulations of the Subdivision Map Act, all required off-site and public improvements shall be completed prior to the recordation of the Final Map, or in lieu thereof, be financially secured by surety bonds, to be held by the City, issued to ensure that all the improvements will be completed in a timely manner. Bond amounts shall be determined by the City. Subdivider shall provide a 100% Performance Bond, a 50% Labor and Materials Bond, a 50% Warranty Bond, and insurance coverage per City requirements.
- 65.** At the time of filing of the Final Map with the City for approval, the Subdivider shall submit to the City plans and specifications and cost estimates for all improvements including, but not limited to, public and private street rights-of-way, drainage easements, culverts, drainage structures and drainage channels, water lines, sewer lines, utility lines, and other required and necessary improvements. All improvement plans, specifications, and cost estimates shall be approved by the City Engineer prior to submitting the Final Map to the City for approval.
- 66.** Improvement plans shall include plans for all improvements related to the Subdivision including landscape plans, irrigation plans, and street lighting plans for all public right-of-way areas and all private areas.
- 67.** The subdivider shall provide easements for public and private utilities as needed and as approved by the City.
- 68.** Prior to final acceptance of the Subdivision improvements all subdivision survey monuments shall be set, and corner records, and center line ties shall be filed with the Orange County Surveyor, and if required by law, the filing and recording of Record of Survey with the Orange County Recorder.
- 69.** Prior to final acceptance of the Subdivision improvements the Subdivider shall provide the City with as built mylar and electronic copies of the all subdivision plans and improvements, in a format acceptable to the City.
- 70.** The Subdivider shall place a County Surveyor Statement certificate on the final map for the signature of the Orange County Surveyor stating, "I have examined this map and have found that all mapping provisions of the Subdivision Map Act have been complied with and I am satisfied said map is technically correct."
- 71.** At the time of filing of the Final Map with the City for approval, the Subdivider shall also provide to the Orange County Surveyor for boundary and technical plan check all Final Map documents required by the Orange County Surveyor, including but not limited to closure calculations. Subdivider shall notify the City in

writing that the required Final Map documents have been submitted to the Orange County Surveyor for boundary and technical plan check.

72. All streets or drive aisles shown on the Final Map shall show proposed street names which will be subject to approval of the City.

73. At the time of filing of the Final Map with the City for approval, the Subdivider shall provide to the City evidence that all utility providers with recorded title interest in the property have been informed of the of the pending filing of the Final Map with the City for approval, and also provide all utility provider's responses received.

74. At the time of filing of the Final Map with the City for approval, the Subdivider shall provide to the City with a preliminary soils report covering the Subdivision related area.

75. Within forty-eight (48) hours of the approval of this project, the applicant/Applicant shall deliver to the Community and Economic Development Department a check payable to the County Clerk-Recorder to enable the City to pay the County administrative fee necessary to file the Notice of Determination pursuant to Fish and Game Code §711.4 and California Code of Regulations, Title 14, section 753.5. If, within such forty-eight (48) hour period, the applicant/Applicant has not delivered to the Community and Economic Development Department the check required above, the approval for the project granted herein shall be void.

76. The applicant shall submit the plan(s) listed below to the Orange County Fire Authority for review. Approval shall be obtained on each plan prior to the event specified. Prior to OCFA clearance of a Final Map or issuance of a precise grading permit or a building permit, if a grading permit is not required:

- Fire master plan (service code PR145),
- Temporary fire access (service code PR155)- if phasing fire access during construction.

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

- Gates (service code PR 180)- if not included in the fire master plan
- Underground piping for private hydrants and fire sprinkler systems (service code PR470-PR475)
- Architectural (service code PR200-PR268)

Prior to concealing interior construction:

- Fire alarm system (service code PR500-PR530)
- Fire sprinkler system (service codes PR400-PR465)

Specific submittal requirements may vary from those listed above depending on actual project conditions identified or present during design development, review, construction, inspection, or occupancy. Portions of the project that are deferred shall be subject to the codes, standards, and other applicable requirements in force on the date that the deferred plan is submitted to OCFA.

- 77.** Prior to issuance of temporary or final certificate of occupancy, all OCFA inspections shall be completed to the satisfaction of the OCFA inspector and be in substantial compliance with codes and standards applicable to the project and commensurate with the type of occupancy (temporary or final) requested. Inspections shall be scheduled at least five days in advance by calling OCFA Inspection Scheduling at (714)573-6150.
- 78.** Before commencement of construction the applicant or responsible party shall attend a pre-construction meeting with an OCFA inspector. Call OCFA Inspection Scheduling at (714)573-6150 at least five days in advance to schedule and pay for the pre-construction meeting.
- 79.** Lumber-drop Inspection: After installation of required fire access roadways and hydrants, the applicant shall receive clearance from the OCFA prior to bringing combustible building materials on-site.

EXHIBIT “B”

PLANNED DEVELOPMENT PERMIT PDP 20-07 12200 BEACH BOULEVARD

1. Complete project approval is contingent upon City Council approval of: Site Plan and Design Review (SPDR)-811, Conditional Use Permit (CUP) 20-04, Planned Development Permit (PDP) 20-07, Development Agreement (DA) 20-04, and Tentative Tract Map No. 19119. Any conditions of approval related to the previously listed entitlements shall be integrated into the project plans or development prior to the issuance of any building permit.
2. Development standards for this Planned Development shall comply with all regulations of Title 20 of the Stanton Municipal Code (SMC) and all other relevant regulations in the SMC unless otherwise provided herein and/or in an applicable Development Agreement or identified on the approved development plan.

a. Private Open Space:

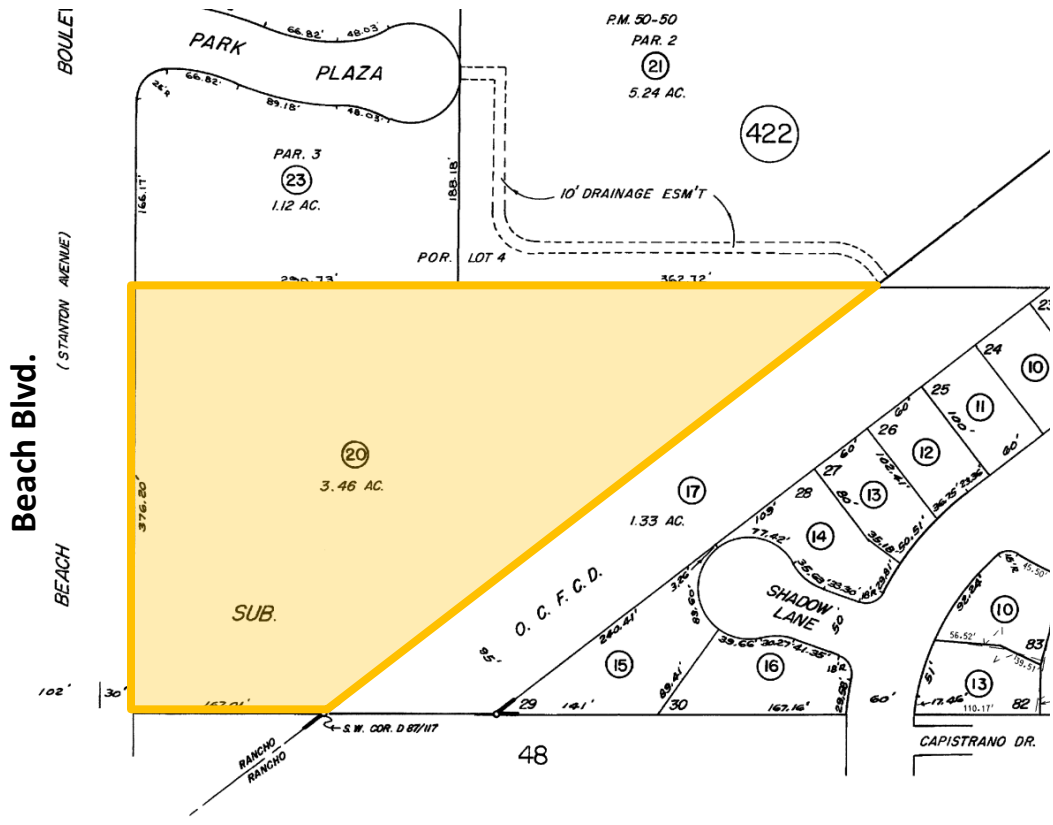
Unit Square Footage	Provided
Unit 1A: 940 sq. ft.	40 sq. ft.
Unit 1B: 880 sq. ft.	40 sq. ft.
Unit 2A: 1,355 sq. ft.	95 sq. ft.
Unit 2B: 1,375 sq. ft.	75 sq. ft.
Unit 3A: 1,625 sq. ft.	90 sq. ft.

- b. Common Open Space Area: A total of 41,748 sq. ft shall be provided and maintained including 3 separate, common accessible amenities: recreation area, community park and dog park inclusive of fireplace, dining entertainment area, BBQ counters, playground, lawn area for active and passive play, corn hole, ping-pong area, shade structures, lounge seating, tables for tabletop board games, etc.
- c. Four-Foot Architectural Offset: Only the units fronting Beach Boulevard shall be required to provide an architectural offset. To break up the mass of the buildings the developer shall provide change in materials with plaster, lap siding, wood look porcelain tile and brick.
- d. Parking: The project proposes 146 covered parking spaces and 56 uncovered spaces for a total of 202 off-street parking spaces or 2.56 parking spaces per unit.

12200 BEACH BOULEVARD
(APN 131-422-20)

[Click here to return to the agenda](#)

VICINITY MAP





Attachment: E

Click here to return to the agenda

PROJECT SUMMARY

Land Use Designation	General Mixed Use
Zoning	CG (Commercial General)
Overlay Zone (SMC 20.230)	General Mixed-Use (GLMX)
Total Site Area:	3.546 Acres (154,470 S.F.)
Total Units:	79 Dwelling Units
Density:	22.28 du/acre
Parking:	202 Spaces
Garage:	146 Spaces
Open (off-street):	56 Spaces

SHEET INDEX

CS1	Cover Sheet
CS2	Project and Zoning Information
CS3	Street Scene 3D Views
CS4	Street Scene Elevation

Landscape Architecture	
L-1	Schematic Landscape Plans
L-2	Main Project Entry
L-3	The Rec. Room
L-4	The Community Park
L-5	Bike Storage, Paseo & Dog Park
L-6	Schematic Long Beach Blvd Mobility Plan
L-7	Schematic Wall and Fence Plan
L-8A	Schematic Materials, Colors, & Site Furnishings
L-8B	Schematic Materials, Colors, & Site Furnishings
L-8C	Schematic Materials, Colors, & Site Furnishings
L-9A	Schematic Planting Plan
L-9B	Schematic Plant Imagery
L-9C	Schematic Plant Imagery
L-10	Schematic (12v) Lighting Plan
L-11	Schematic Open Space Plan

Site Lighting	
E-1	Electrical Photometric Plan
E-2	Lighting Cutsheets

PROJECT TEAM

Developer
Bonanni Development
5500 Bolsa Avenue, Ste 120
Huntington Beach, CA 92649
714-892-0123
Contact: Chris Segesman



Civil Engineer
Walden & Associates
2552 White Road
Irvine, CA 92614
949-660-0110
Contact: David Bacon



Architect
WHA.
680 Newport Center Drive, Suite 300,
Newport Beach, CA 92660
949-250-0607
Contact: Eric Scott, Rick Aiken



Landscape Architect
Studio PAD
23276 S. Pointe Dr., Ste. 103
Laguna Hills, CA 92653
949-770-8530
Contact: Peter Duarte



VICINITY MAP



Architecture	
A1.10	Architctural Site Plan
A1.11	Fire Site Plan
A2.10	Building Type 'A' - Building Plans
A2.11	Building Type 'A' - Elevations
A2.20	Building Type 'B' - Building Plans
A2.21	Building Type 'B' - Elevations
A2.22	Building Type 'B' - Elevations
A2.23	Building Type 'B' - Elevations
A2.24	Building Type 'B' - Elevations
A2.40	Building Type 'D' - Building Plans
A2.41	Building Type 'D' - Elevations
A2.42	Building Type 'D' - Elevations
A2.50	Building Type 'E' - Building Plans
A2.51	Building Type 'E' - Building Plans
A2.52	Building Type 'E' - Elevations
A2.60	Building Type 'F' - Building Plans
A2.61	Building Type 'F' - Elevations
A3.10	Unit Plans - Units 1A
A3.11	Unit Plans - Units 1B
A3.12	Unit Plans - Units 2A
A3.13	Unit Plans - Units 2B
A3.14	Unit Plans - Units 3A
A4.10	Street Section
A4.11	Color and Materials
A4.12	Color and Materials
A4.13	Color and Materials



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BIGSBY

12200 BEACH BOULEVARD
STANTON, CA

CS1

SIXTH CITY SUBMITTAL - SCHEMATIC DESIGN

2020110.01 | 07-15-2021



ORANGE COUNTY . LOS ANGELES . BAY AREA

PROJECT INFORMATION / ZONING COMPLIANCE

Parking Standards (SMC 20.320.070.T 3-7, 20.320.080)		
Stall Size (90°)	9 ft x 19 ft	
Two-Way Drive Width	25 ft	
One-Way Drive Width	14 ft	
Enclosed 1-Car	10 ft x 20 ft x 7.5 ft	
Enclosed 2-Car	20 ft x 20 ft x 7.5 ft	

Bicycle Parking (SMC 20.320.120.B.1)
A multi-family project of five or more units shall provide bicycle parking facilities equal to a minimum of 10 percent of the required motor vehicle spaces, unless separate secured garage space is provided for each unit. The bicycle facilities shall be distributed throughout the project. *(Garages provided at each unit; no bicycle parking required)*

Motorcycle Parking (SMC 20.320.120.A)
Facilities with **25 or more parking spaces** shall provide at least one designated parking area for use by motorcycles. Those areas designated for use by motorcycles shall consist of a minimum usable area of 56 square feet.
Provided: 64 square feet area provided

Open Space: Per City Interpretation, Project shall comply with Multi-Family Development Standards for Open Space (SMC 20.420.050.E)
2. Multi-family development...shall provide 30 percent of the total site area for usable open space for passive and active recreational uses. Usable common open space areas shall have minimum dimensions of 15 feet in width.
3. ...usable open space shall not include a driveway, driveway easement, parking areas, required front or exterior street side open landscape setbacks, areas adjacent to or between any structures less than 15 feet apart, any portion of the required square footage for private patio/rear setback areas,... Interior side setbacks may apply toward open space....
4. Each one square foot of equipped outdoor recreation areas containing swimming pools; children's playgrounds with equipment; tennis, ... and similar facilities may count as fulfilling two square feet of required common open space area,...for up to 30 percent of the total required open space.
5. Each dwelling unit shall have direct access to the private open space designed to serve the unit.
6. Each dwelling unit shall have a private (walled) patio or balcony, or a combination of the two, with the following minimum dimensions:
a. Projects up to 11 units...
b. Projects of 12 or more units. A minimum area of 250 square feet or 25 percent of the total dwelling unit size, whichever is less.

Livable Beach Boulevard Mobility Plan
10 foot sidewalk treatment required along Beach Blvd per Figure 4-1, 4' Parkway + 6' Sidewalk

Built-to-Zone BTZ (SMC 20.230.050):		
Front:	0 ft - 15 ft.	
Side, Street:	5 ft - 15 ft.	
<u>Required</u> Building Frontage within BTZ	50%	
<u>Provided</u> Building Frontage within BTZ (197'-10" frontage / 376'-2" lot width)	52.6%	

Setbacks to Dwelling (SMC 20.230.050):		
Front Yard:	0 ft - 15 ft.	
Side Yard, Interior:	10 ft., no max.	
Rear Yard:	10 ft., no max.	

Building Height (SMC 20.230.050, Table 2-12):		
Max Allowable Height:	3 Story, 45 feet	
Max Proposed Height:	3 Story, 37 feet	

Frontage Requirements (SMC 20.230.060):		
A	Elevation of Ground Floor	The ground floor elevation shall be located within 6 feet of the ground surface of the adjacent sidewalk or walkway.
B	Minimum Ground Floor Ceiling Height	10 feet minimum (floor-to-floor height)
C	Ground Floor Unit Entrances	Entrances to ground floor units that have street frontage may be provided through a common lobby entrance and/or by private entrances from the adjacent sidewalk.
C	Recessed Entrances	Entrances may be recessed into the façade
D	Ground and Upper Floor Windows	At least 25% of the surface area of the ground and upper floor façade (2) shall be occupied by windows (3).
E	Stoops and Front Porches	Stoops and front porches may be provided in front of building and unit entrances. Stoops and front porches may project up to 5 feet from the façade and project into the setback.
F	Projecting Elements (Balconies, Roof Overhangs...)	Projecting elements on upper floors may project 3 feet from the façade and project into the setback.
G	Sidewalk and Setback Treatment	The public sidewalk shall be improved with street trees with an average spacing of 30 feet on-center and pedestrian-scaled street lights (no taller than 14 feet), where possible. If the front façade is set back from the public sidewalk, the setback shall be landscaped (excluding stoops/front porches and paved paths to building entrances).

Frontage Provided

A	Elevation of Ground Floor	Ground floor elevations are within inches of adjacent sidewalks.
B	Minimum Ground Floor Ceiling Height	10 foot floor-to-floor height provided at ground floors.
C	Ground Floor Unit Entrances	Private entrances are provided at each unit.
C	Recessed Entrances	Entrances vary
D	Ground and Upper Floor Windows	See elevation drawings
E	Stoops and Front Porches	Stoops and front porches are not proposed.
F	Projecting Elements	No elements are proposed to project into the setback.
G	Sidewalk and Setback Treatment	See Landscape Plans.

Land Use Designation (General Plan Land Use Diagram)	General Mixed Use Zoning (Zoning Map)
Overlay Zone (SMC 20.230)	CG (Commercial General) General Mixed-Use (GLMX) Overlay Zone

Total Site Area:	3.546 Acres (154,470 S.F.)
-------------------------	-----------------------------------

Land Use:	
Permitted (SMC 20.230.040, Table 2-11):	Multi-Family Residential Located on 1st Floor and Stand-alone multi-family permitted, footnote (1)
Proposed:	Stand-Alone Multi-Family Residential

Total Units:	79 Dwelling Units*
1-Bedroom Units	12 Units (15.2%)
Unit 1A	6 Units
Unit 1B	6 Units
2-Bedroom Units	7 Units (8.9%)
Unit 2B	7 Units
3-Bedroom Units	60 Units (75.9%)
Unit 2A	29 Units
Unit 3A	31 Units
*10% of units will be Moderate Income Affordable per CA Govt Code §65915 (Affordable Housing Density Bonus)	

Density:	
Target: (SMC 20.30.050) (87 Units)	25 to 45 du/net ac
Net Lot Area excludes street and alleys (existing and proposed) and other easements (SMC 20.710.010)	
Provided:	22.28 du/acre

Parking (off-street):	
Required: (CA Govt Code §65915)	113 Spaces
(12) 1-Bedroom x 1.0 Spaces =	12.0 Spaces
(7) 2-Bedroom x 1.5 Spaces =	10.5 Spaces
(60) 3-Bedroom x 1.5 Spaces =	90.0 Spaces
(79) Unit x (NO) Guest =	0.0 Spaces
Provided:	202 Spaces
Garage:	146 Spaces
Open (off-street):	56 Spaces
Required Accessible = 3 Spaces	
Unassigned Open (56 x 5%)	

Open Space (SMC 20.230.050, 20.420.050.E, 20.230.080):	
<u>Total Common</u> Open Space Required: (30% of Total Site Area)	46,341 S.F.
<u>Total Common</u> Open Space Provided:	41,748 S.F.
Total Usable Common Open Space:	29,260 S.F.
Total Equipped Open Space Areas: (6,234 s.f. x 2)	12,488 S.F.
(6,256 s.f. equipped area allowed to count double)	
(See <u>Sheet L-9</u> for Open Space Calculations)	

<u>Private</u> Open Space Required:	25% of Unit Area, or 250 s.f. Max.
<u>Private</u> Open Space Provided (See Unit Plans, sheets A3.10 to A3.14):	
Unit 1A (238 S.F. Req.):	40 S.F. Provided
Unit 1B (230 S.F. Req.):	40 S.F. Provided
Unit 2A (250 S.F. Req.):	95 S.F. Provided
Unit 2B (250 S.F. Req.):	75 S.F. Provided
Unit 3A (250 S.F. Req.):	90 S.F. Provided

Common Amenities and Facilities (SMC 20.420.040):	
On-Site Amenities Required:	2
Amenities Provided:	8
¹ BBQ area with covered trellis; ² Fireplace and dining entertainment area; ³ Modern style tot-lot; ⁴ Gated Dog park; ⁵ Green lawn area for yoga, active play and corn hole; ⁶ Outdoor ping-pong area with covered wood structure and string lighting; ⁷ Tables with table-top board games; ⁸ Community covered bike storage.	

PROJECT DESCRIPTION

The project site is 3.546 Acres and located in the City of Stanton's General Mixed-Use Overlay Zone (GLMX). The project consists of 79 3-Story Townhomes, ranging from 1-Bedroom to 3-Bedroom, included in 5 different building types ranging from 4-plex to 6-plex configurations. The density provided is just below the 25 du/acre target of the GLMX zoning. The project provides 10% Moderate Income Affordable per California Government Code §65915.

TABULATIONS

Building Tabulation							
Bldg #	Bldg Type	Unit 1A	Unit 1B	Unit 2A	Unit 2B	Unit 3A	Total
Bldg 1	Type F	1	1	1	1	1	5
Bldg 2	Type E	1	1	0	2	2	6
Bldg 3	Type D	2	2	0	2	0	6
Bldg 4	Type D	2	2	0	2	0	6
Bldg 5	Type B	0	0	3	0	3	6
Bldg 6	Type A	0	0	2	0	2	4
Bldg 7	Type B	0	0	3	0	3	6
Bldg 8	Type B	0	0	3	0	3	6
Bldg 9	Type B	0	0	3	0	3	6
Bldg 10	Type A	0	0	2	0	2	4
Bldg 11	Type B	0	0	3	0	3	6
Bldg 12	Type B	0	0	3	0	3	6
Bldg 14	Type A	0	0	3	0	3	6
Bldg 15	Type B	0	0	3	0	3	6
Total		6	6	29	7	31	79

Unit Tabulation						
Unit Name	Unit Type	Count	Unit Area	Total Unit Area	Deck Area	Total Deck Area
Unit 1A	1 Bed/ 1 Ba	6 Units	940 S.F.	5,640 S.F.	40 S.F.	240 S.F.
Unit 1B	1 Bed/ 1 Ba	6 Units	880 S.F.	5,280 S.F.	40 S.F.	240 S.F.
Unit 2A	3 Bed/ 3 Ba	29 Units	1,355 S.F.	39,295 S.F.	95 S.F.	2,755 S.F.
Unit 2B	2 Bed/ 2.5 Ba	7 Units	1,375 S.F.	9,625 S.F.	75 S.F.	525 S.F.
Unit 3A	3 Bed/ 3.5 Ba	31 Units	1,625 S.F.	50,375 S.F.	90 S.F.	2,790 S.F.
TOTAL		79 Units		110,215 S.F.		6,550 S.F.

ZONING INFORMATION / PROJECT SUMMARY



WHA | 680 NEWPORT CENTER DRIVE, SUITE 300, NEWPORT BEACH, CA 92660 | 949.250.0607
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BIGSBY

12200 BEACH BOULEVARD
STANTON, CA

CS2

SIXTH CITY SUBMITTAL - SCHEMATIC DESIGN

2020110.01 | 07-15-2021





VIEW ALONG BEACH BLVD

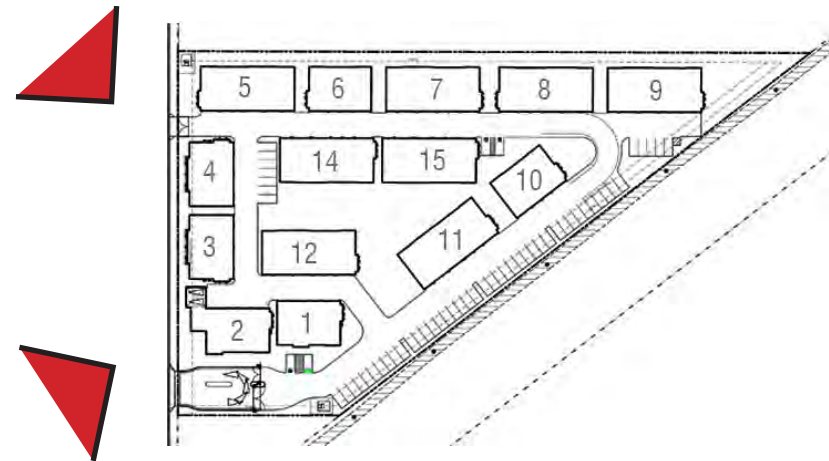


VIEW ALONG BEACH BLVD

STREET SCENE 3D VIEWS

BIGSBY

12200 BEACH BOULEVARD
STANTON, CA



KEYPLAN

CS3

ARCHITECTS . PLANNERS . DESIGNERS
WHA
ORANGE COUNTY . LOS ANGELES . BAY AREA

BD **BONANNI**
DEVELOPMENT

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SIXTH CITY SUBMITTAL - SCHEMATIC DESIGN
2020110.01 | 07-15-2021



VIEW ALONG BEACH BLVD

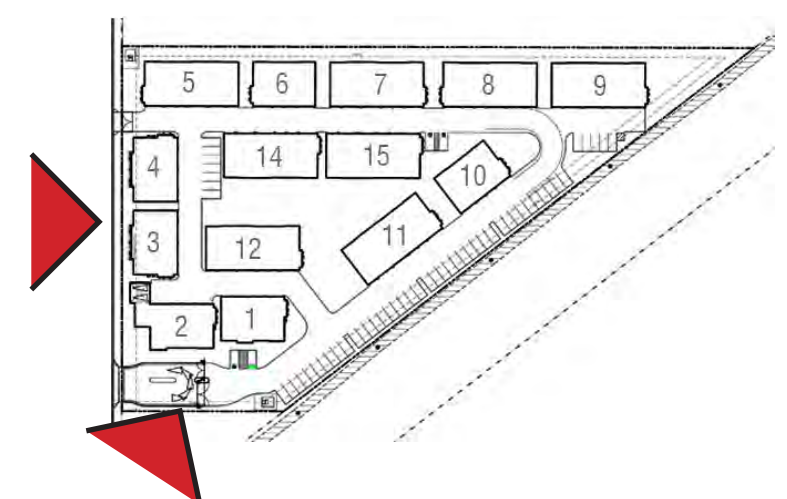


VIEW AT ENTRY

STREET SCENE ELEVATION

BIGSBY

12200 BEACH BOULEVARD
STANTON, CA

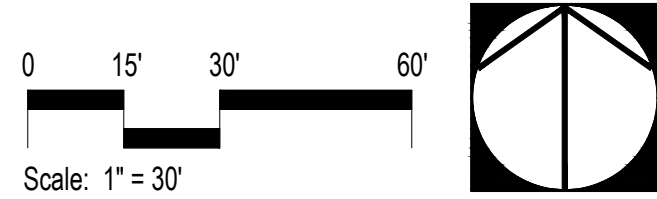


KEYPLAN



LEGEND

- The Community Park:** Community open space area with wood shade structure, table and chair seating, lounge seating, bean bag toss, table tennis, play structure, and fire pit for small social events and group gatherings. See Sheet L4.
- The Rec. Room:** Recreational area with double BBQ counter, lounge seating, fire place, and metal shade structure with string lights. See Sheet L3.
- Turf Area for passive & active play with bench seating, builder installed and HOA maintained. See Sheet L4.
- Five community cluster mailboxes and two parcel lockers, per USPS review and approval.
- Proposed wall, pilaster, gate or fence, per Wall & Fence Plan.
- Main Project Entry:** Enhanced vehicular paving, decorative pots, and specimen trees. See Sheet L2.
- Pedestrian enhanced paving.
- Proposed tree, per Planting Plan.
- 4' wide natural colored concrete community sidewalk, with light broom finish and saw-cut joints.
- 5' wide colored concrete sidewalk, with light broom finish and saw-cut joints.
- 4' wide unit entry natural colored concrete walk, with light broom finish and saw-cut joints.
- Accessible parking stall and striping, per Civil plans.
- Residential and guest parking stalls.
- The Paseo:** Natural colored linear pedestrian walkway with enhanced paving nodes, bench seating, and specimen trees. See Sheet L5.
- Community dog bag station (black in color), for pet owners.
- Property line.
- Public street R.O.W.
- Proposed public street sidewalk with 10' sidewalk treatment per The City's LBBMP standards.
- Short term bike parking (2 bike racks to accommodate 4 bike stalls).
- The Dog Park:** Dog run area with decomposed granite, bench seating, adirondack seating, and dog bag station. See Sheet L5.
- Transformer to be screened with landscape, quantity and final locations to be determined.
- Natural colored concrete driveway, with light broom finish and saw-cut joints.
- Long term bike storage / structure.
- EV parking stalls with EV charging station.



Bonanni Development, LLC.

Schematic Landscape Plan



Palm Trees - Date Palms

1



Decorative Pots at Entryway

2



Project Entryway Trees - Palo Verde

3



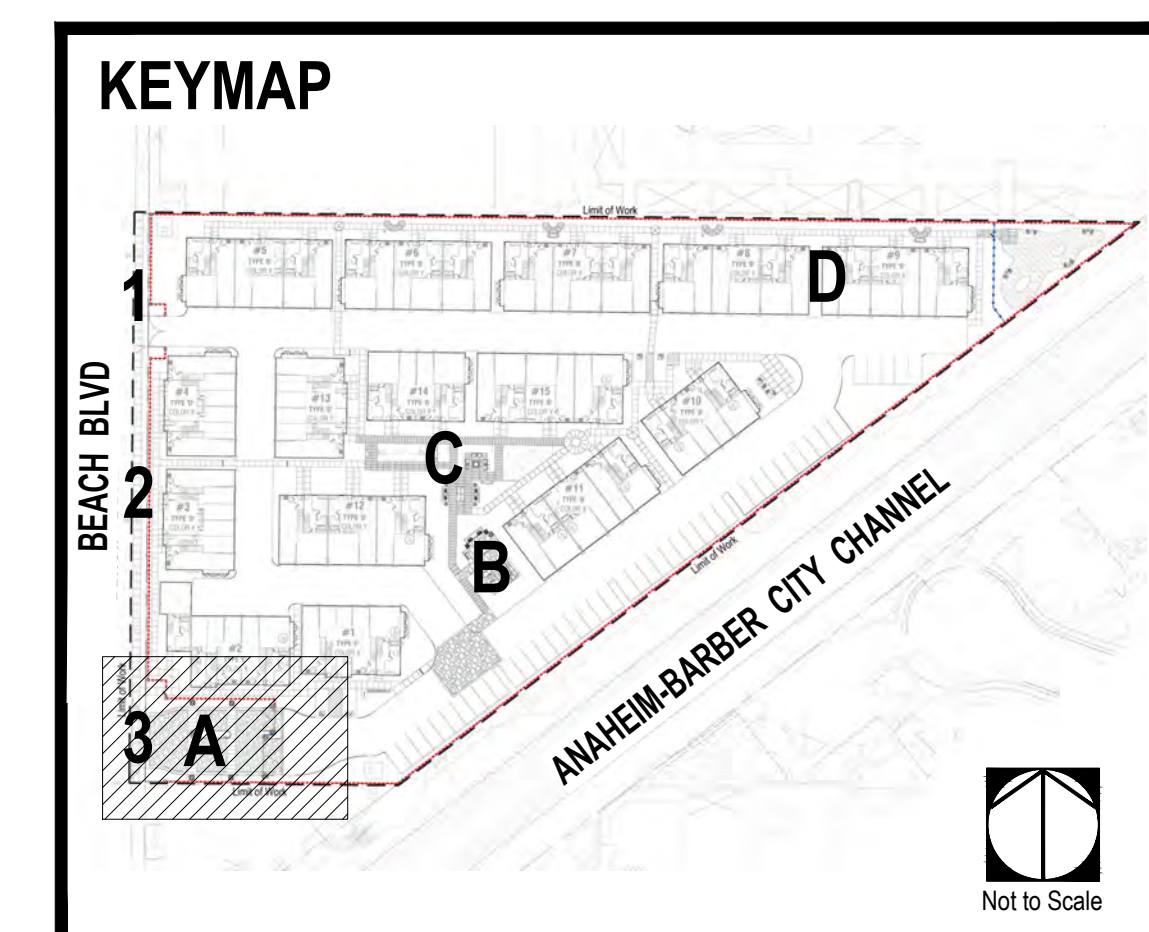
Enhanced Paving

4



Vehicular Swing Gate

5



Main Project Entry

Bonanni Development, LLC.



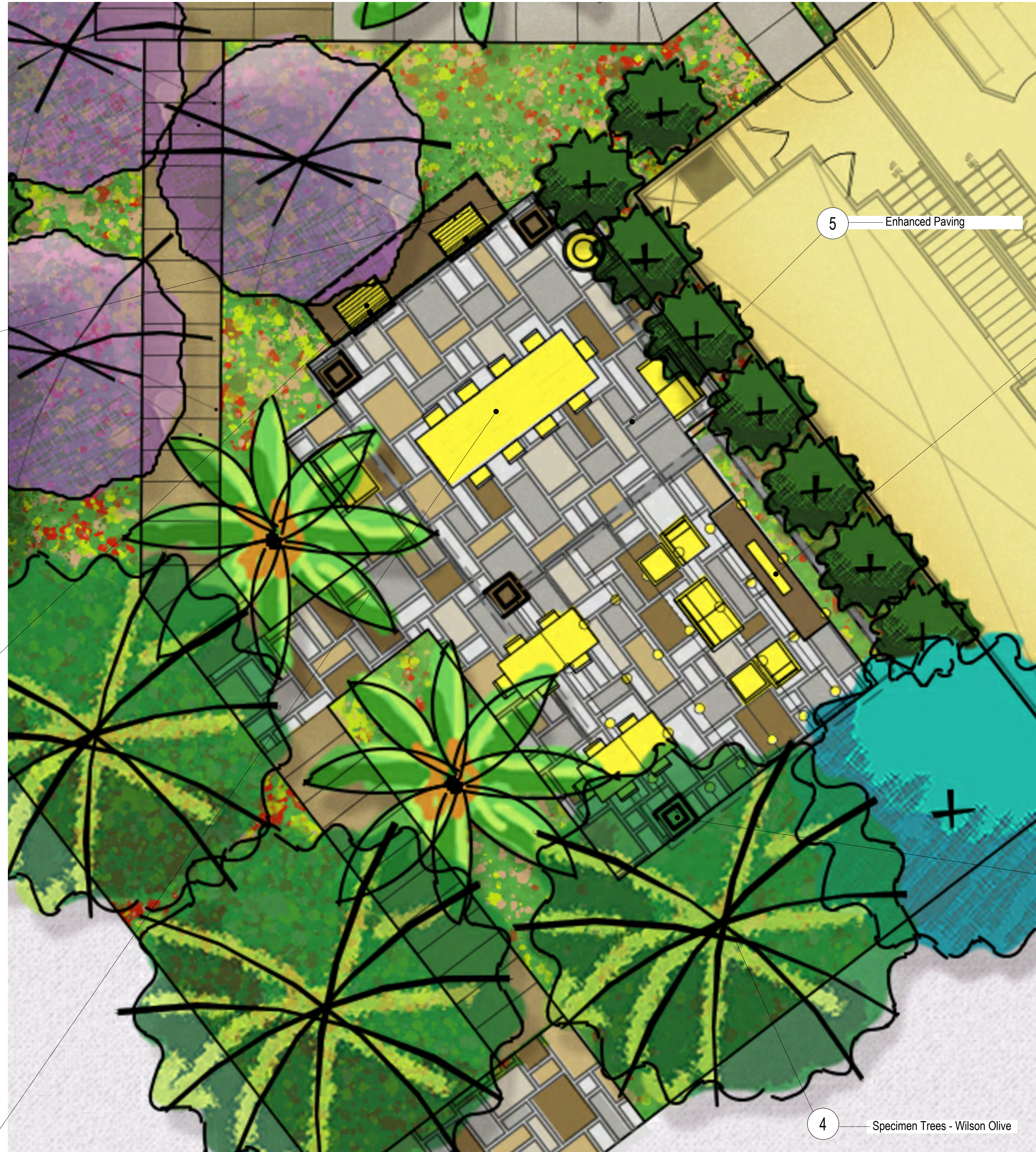
1 Buffer Tree Planting - Podocarpus macrophyllus (Yew Pine)



2 Double BBQ Grill Counter



3 Large Dining Table



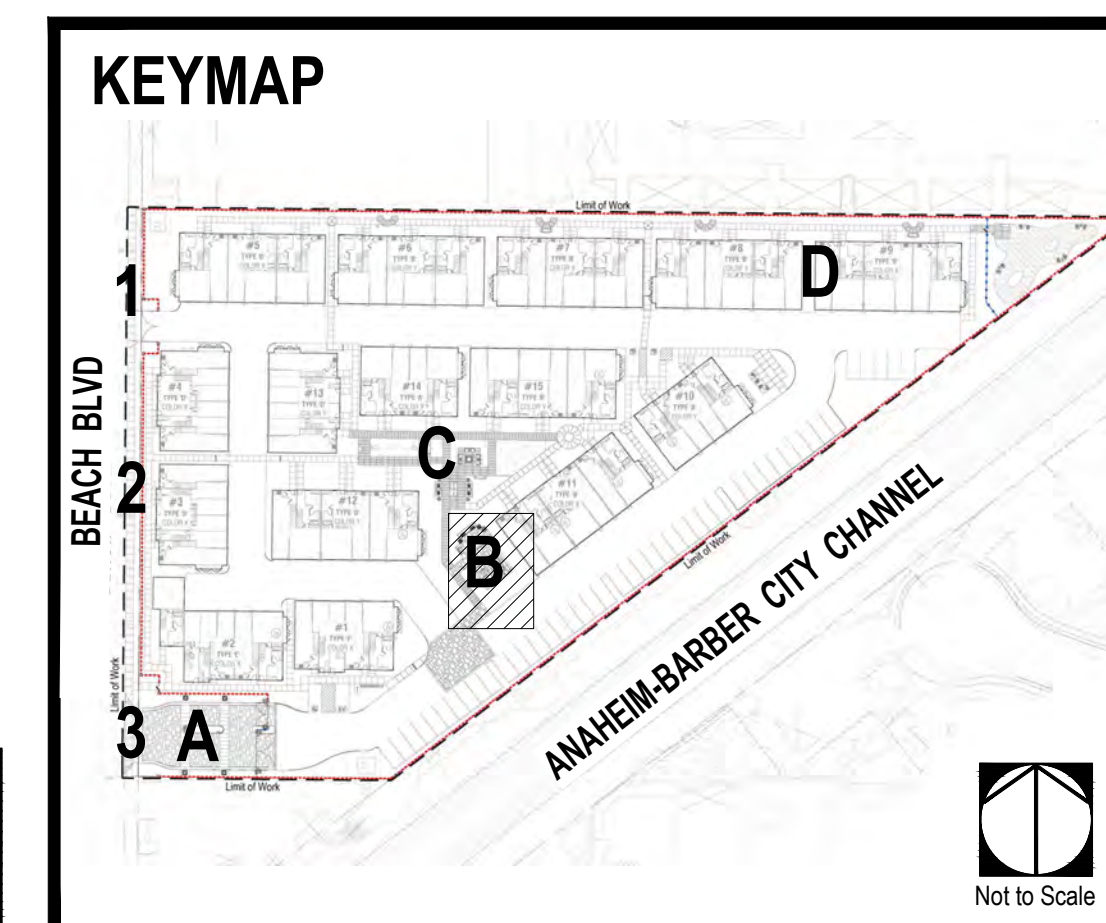
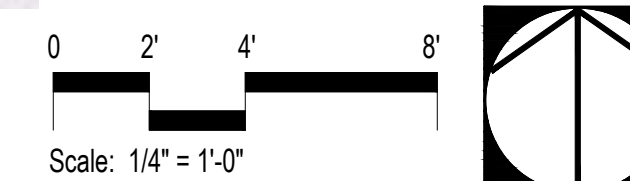
The Rec. Room



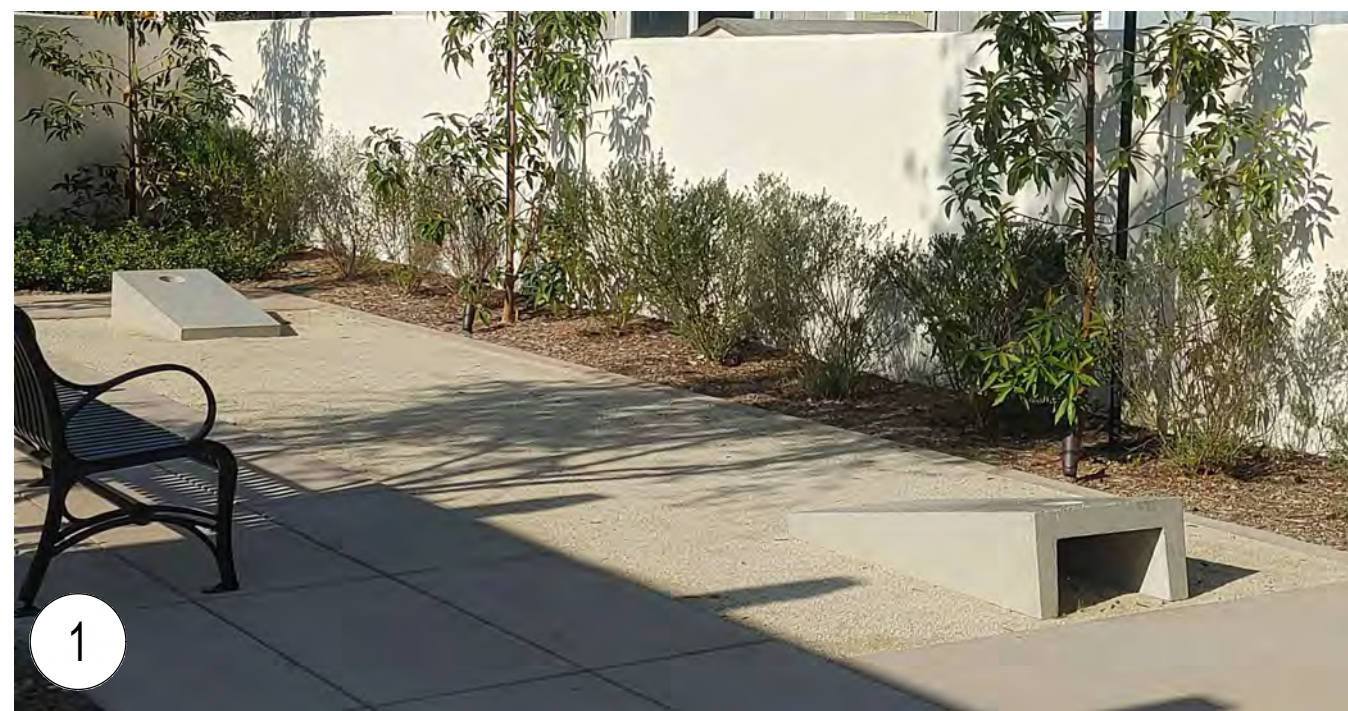
6 Accent Fireplace With Lounge Seating



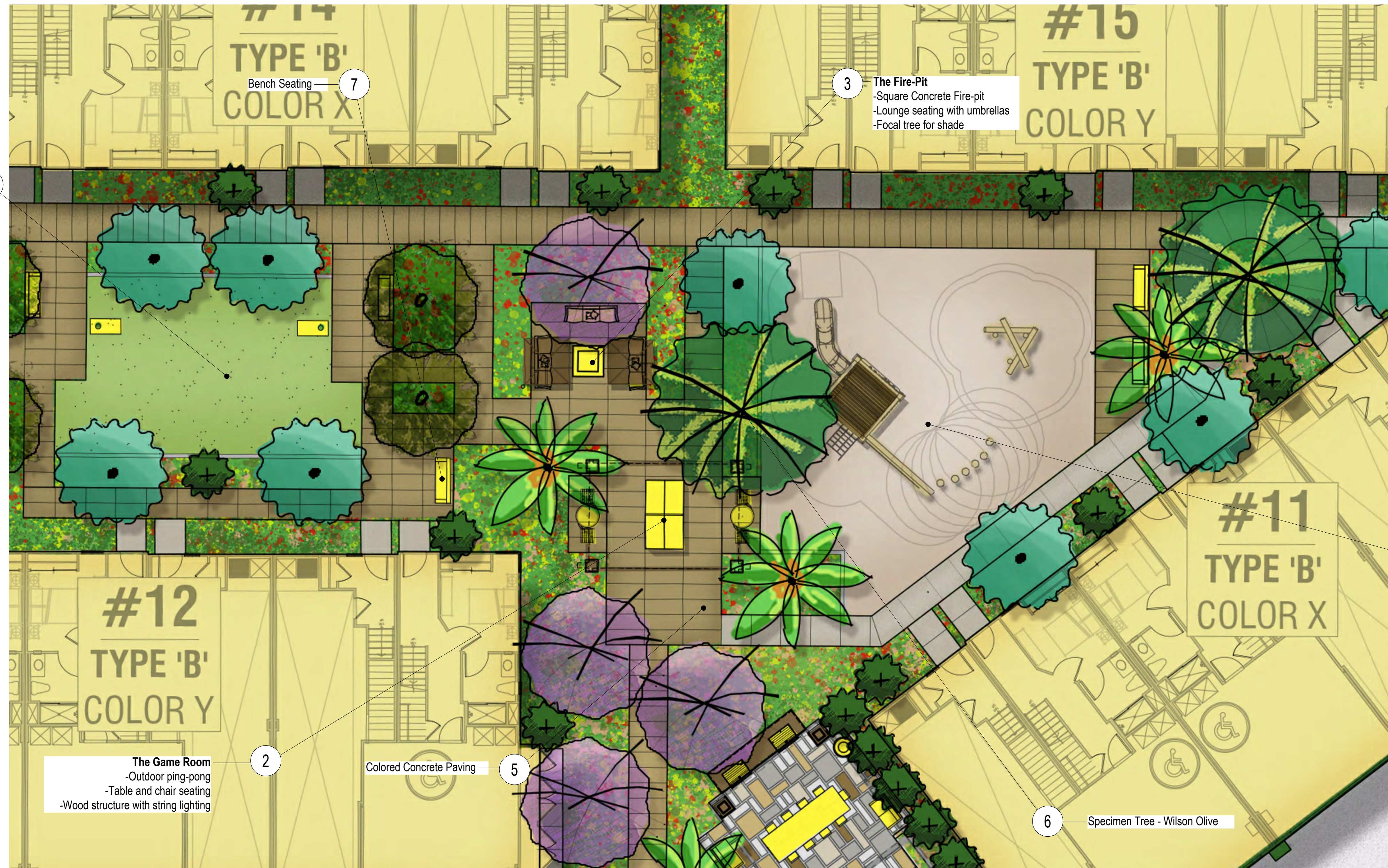
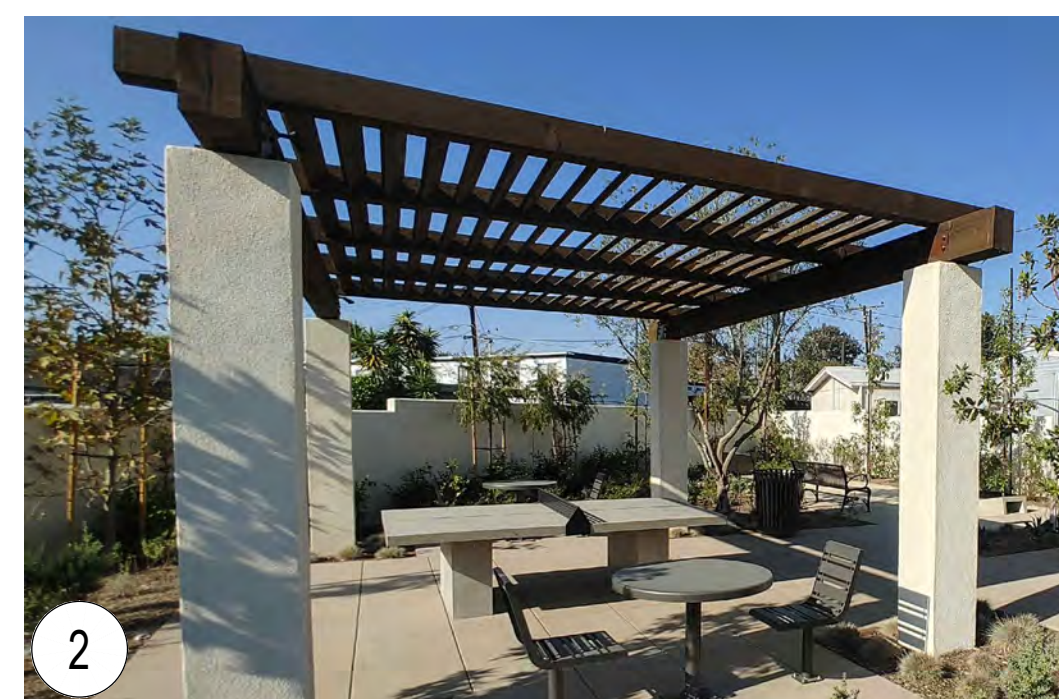
7 Metal Shade Structure With String Lights



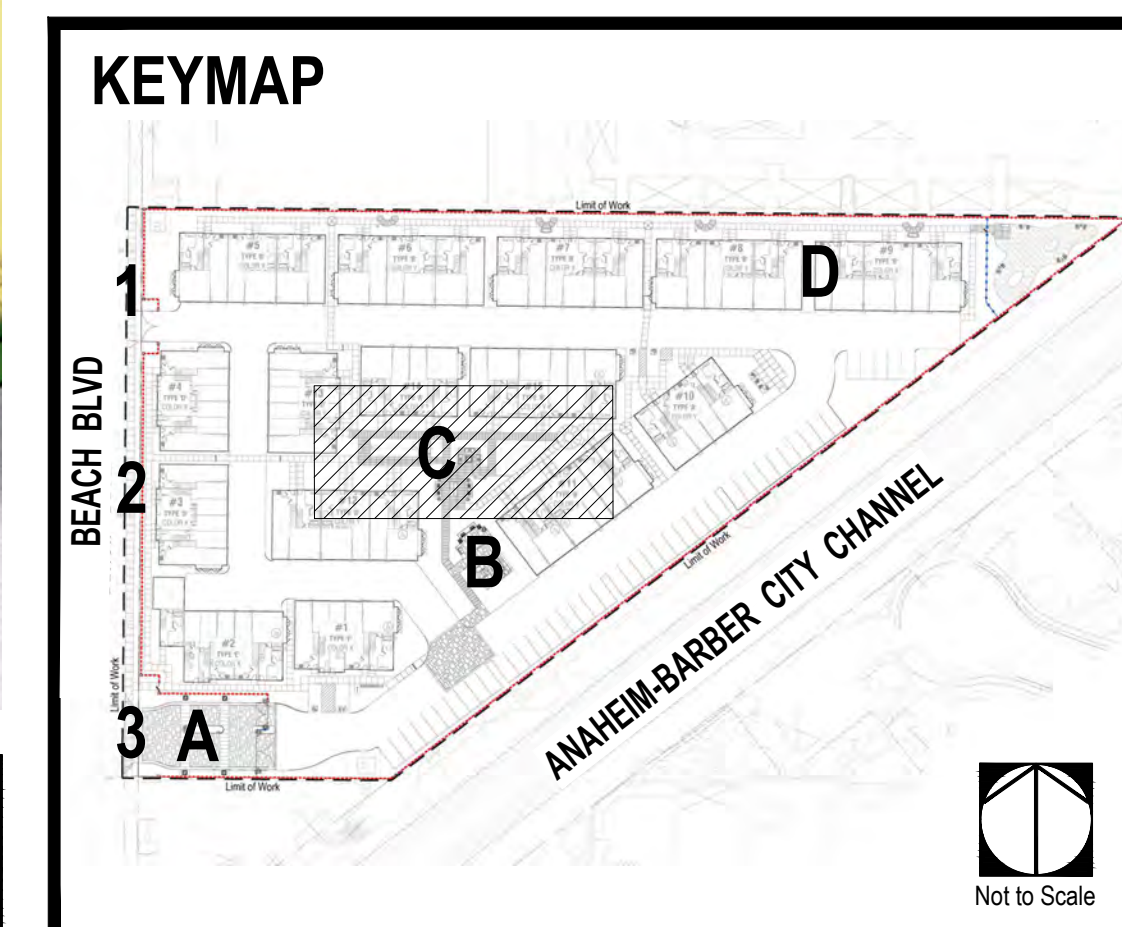
Bonanni Development, LLC.



The Village Green
-Real lawn area for passive and active play
-Corn hole
-Bench seating



The Playground
-Rubber play surface with play hut design and climbers



The Community Park

Bonanni Development, LLC.



Paseo, Dog Park & Bike Parking Structure



1
Lagerstroemia i.x.f. 'Natchez'
(Crape Myrtle)



2
Carissa m. 'Green Carpet'
(Dwarf Natal Plum)



2
Westringia fruticosa 'Low Horizon'
(Low Horizon Coast Rosemary)

Drought-tolerant planting along project
frontage:
-Dianella revoluta 'Little Rev' (Little Rev™ Flax Lily)
-Anigozanthos (Kangaroo Paw)

6'-0" High colored precision CMU wall, w/ 2"
high precision CMU cap (tan color)

6 ft. wide natural colored concrete sidewalk

Proposed parkway street tree (per Planting Plan,
final selection per City Standards):
-Lagerstroemia i.x.f. 'Natchez' (Crape Myrtle)

4 ft. wide parkway with proposed
drought-tolerant planting:
- Carissa m. 'Green Carpet' (Dwarf Natal Plum)
-Westringia fruticosa 'Low Horizon' (Low Horizon
Coast Rosemary)

3

1

2



Matchline - See Enlargement 2

ENLARGEMENT 1

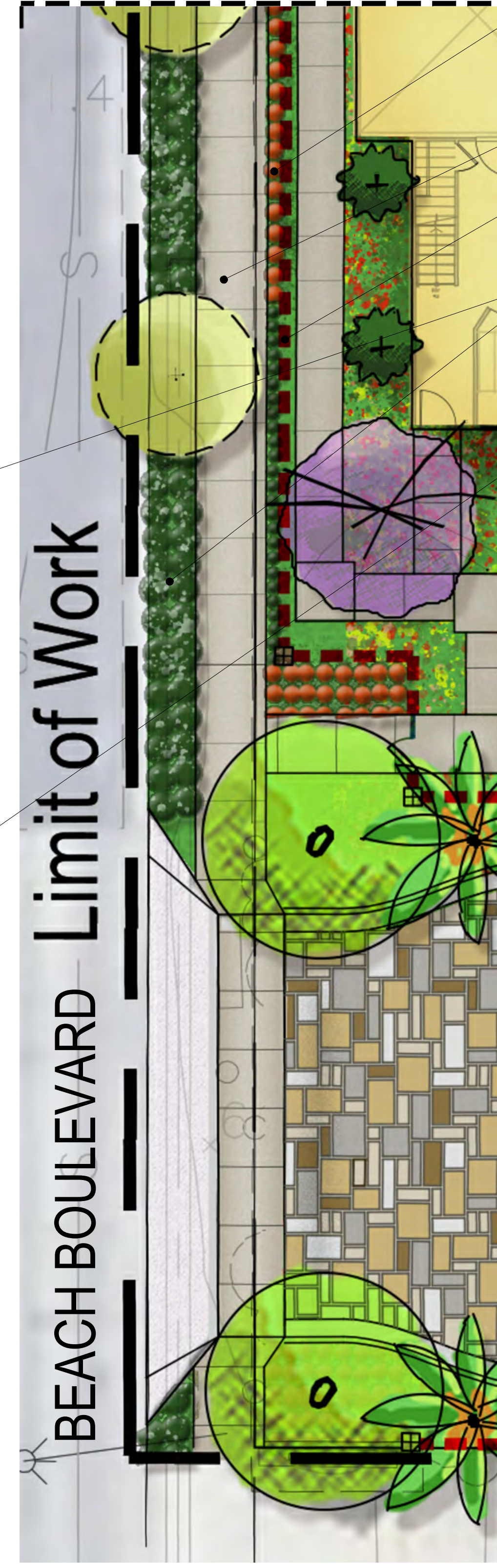
Matchline - See Enlargement 1



Matchline - See Enlargement 3

ENLARGEMENT 2

Matchline - See Enlargement 2



ENLARGEMENT 3

Drought-tolerant planting along project
frontage:
-Dianella revoluta 'Little Rev' (Little Rev™ Flax Lily)
-Anigozanthos (Kangaroo Paw)

6 ft. wide natural colored concrete sidewalk

6'-0" High colored precision CMU wall, w/ 2"
high precision CMU cap (tan color)

4 ft. wide parkway with proposed
drought-tolerant planting:
- Carissa m. 'Green Carpet' (Dwarf Natal Plum)
-Westringia fruticosa 'Low Horizon' (Low Horizon
Coast Rosemary)

Proposed parkway street tree (per Planting Plan,
final selection per City Standards):
-Lagerstroemia i.x.f. 'Natchez' (Crape Myrtle)

3

2

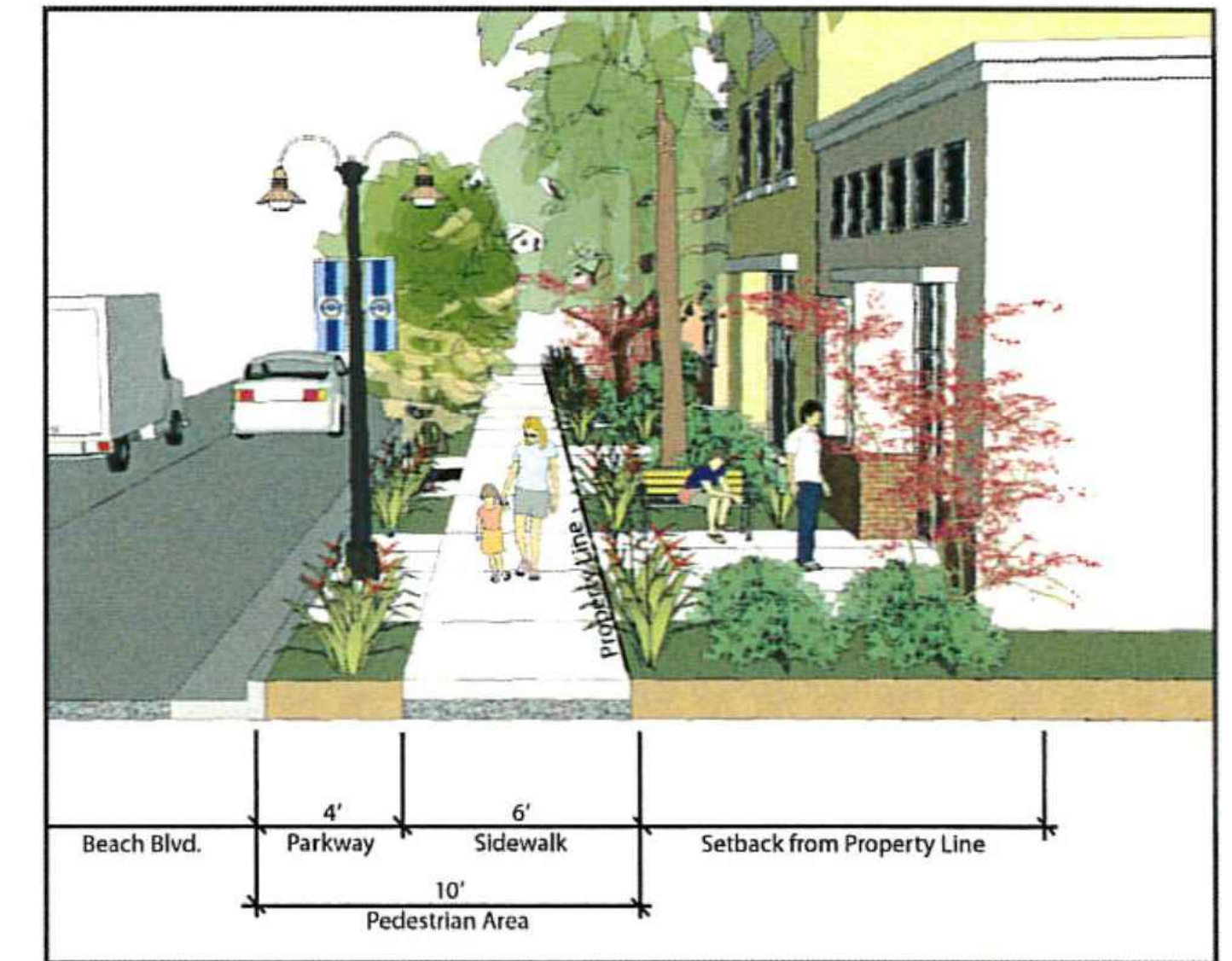
1



3
Anigozanthos
(Kangaroo Paw)

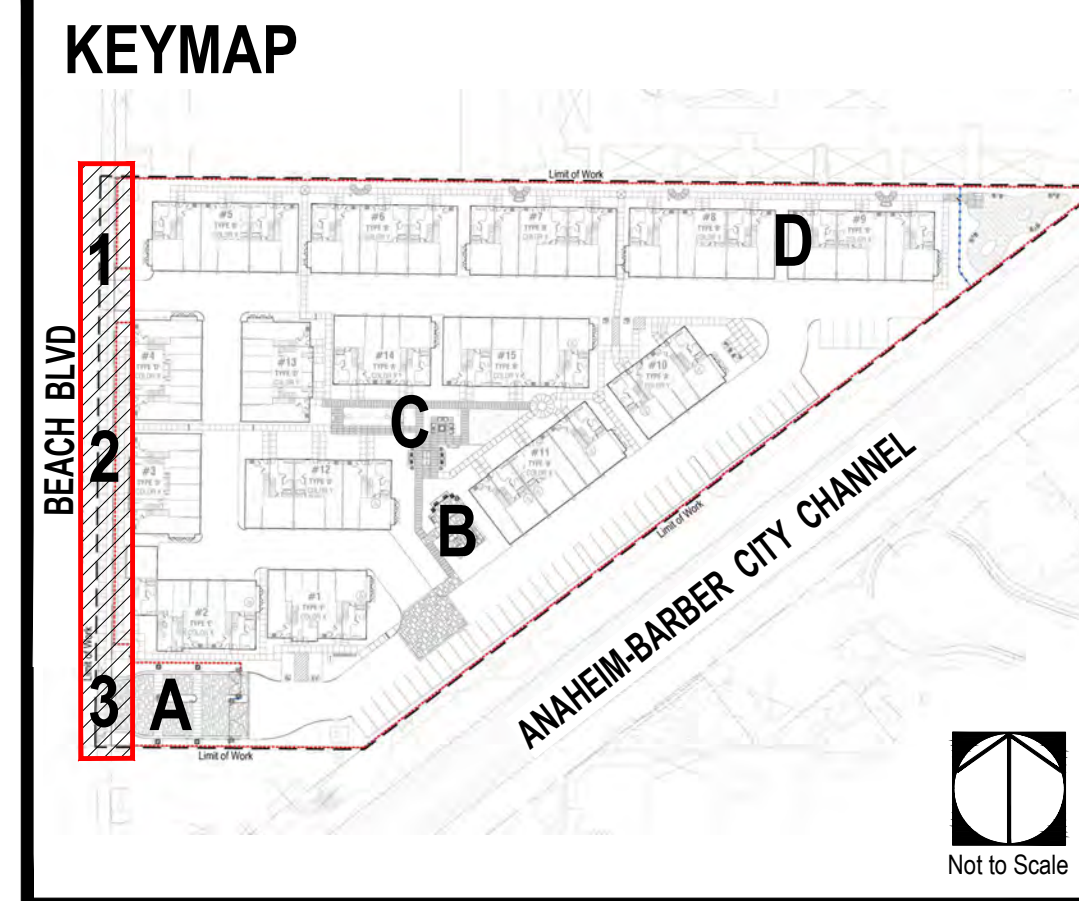


3
Dianella revoluta 'Little Rev'
(Little Rev™ Flax Lily)



Proposed 10-foot Sidewalk

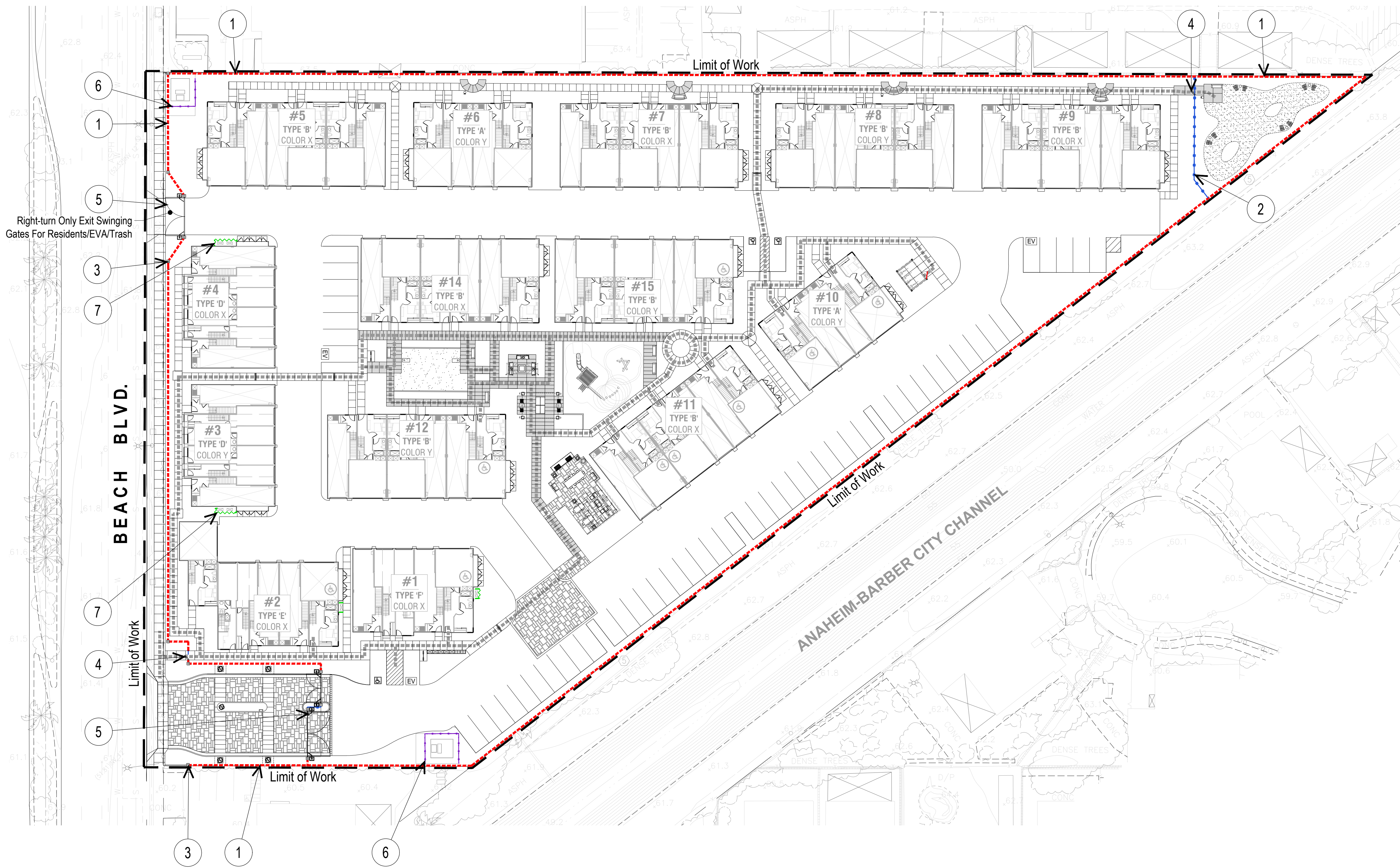
*10 ft. Sidewalk Treatment required per City of Stanton Livable Beach Boulevard
Mobility Plan (LBBMP)



Bonanni Development, LLC.

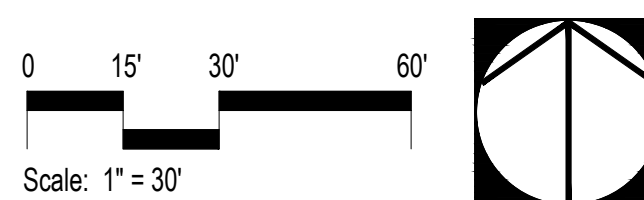
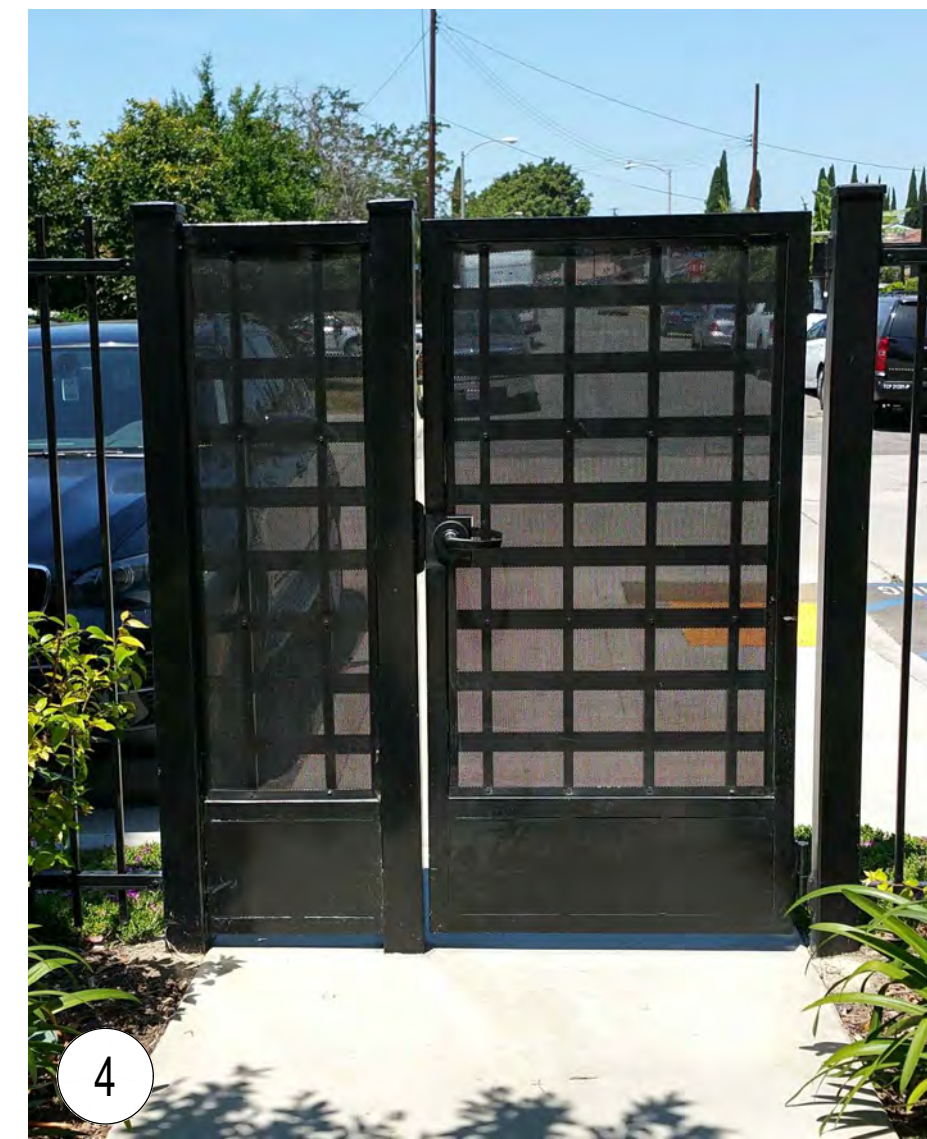
Schematic Beach Boulevard Mobility Plan

*10 ft. Sidewalk Treatment required per City of Stanton Livable Beach Boulevard
Mobility Plan (LBBMP)



WALL LEGEND

- 1 6'-0" High colored precision CMU wall, w/ 2" high precision CMU cap (tan color).
 - 2 6'-0" High tube steel fence (black paint color).
 - 3 6'-6" High (18" sq.) stucco over CMU pilaster, with flat stucco cap.
 - 4 5'-6" High metal pedestrian gate (black powdercoat color).
 - 5 6'-0" High tube steel vehicular swinging gates (black paint color).
 - 6 Corrugated metal screen at all larger ground-mounted equipment (transformers, backflow devices, etc.)
 - 7 Landscape evergreen screen / hedge at smaller ground-mounted equipment.
- ADA Path of Travel



Schematic Wall and Fence Plan

Bonanni Development, LLC.

PAVING, HARDSCAPE, & POURED-IN-PLACE



Production Concrete Paving - Natural Gray with Light Top-cast Finish & Saw-cut Joints.



Enhanced Integral Colored Concrete Paving and Double BBQ Countertop- Davis Color 'Palomino 5447' in Light Top-cast Finish & Saw-cut Joints.



Pedestrian (60mm) and Vehicular (80mm) Concrete Pavers - Orco 'Villa' (5 size) Pavers in Random Ashlar Pattern, Tuscany Color w/ Bevel Edge & Sanded Joints.



Decomposed Granite - KRC Rock 'Desert Gold' Stabilized.



Rubberized Play Surface - SpectraPour 'Eggshell' with Alphatic Resin.

PILASTERS, WALLS, GATES, FENCES, & SCREENS



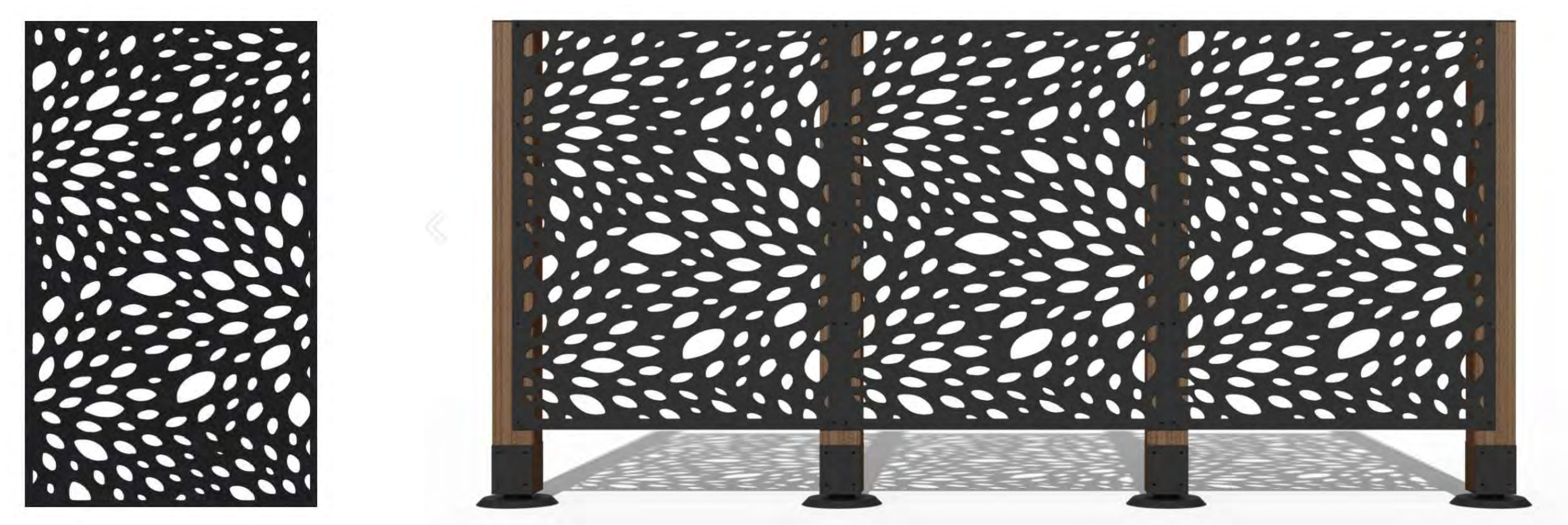
6'-0" High Precision CMU Block Wall with 2" Precision CMU Cap - Orco 'Tan'.



Metal Gates & Fencing Color - PPG 1001-7 'Black' with Satin Finish (Color to Match Architecture Accent Color).



6'-6" Stucco Pilaster - PPG 1076-4 'Cuppa Coffee' (Color to Match Architecture Field 2 Paint).



3'x5' Corrugated Metal Panel Utility Screen - Artisan Panels '124 Dancing Leaves' in Black.

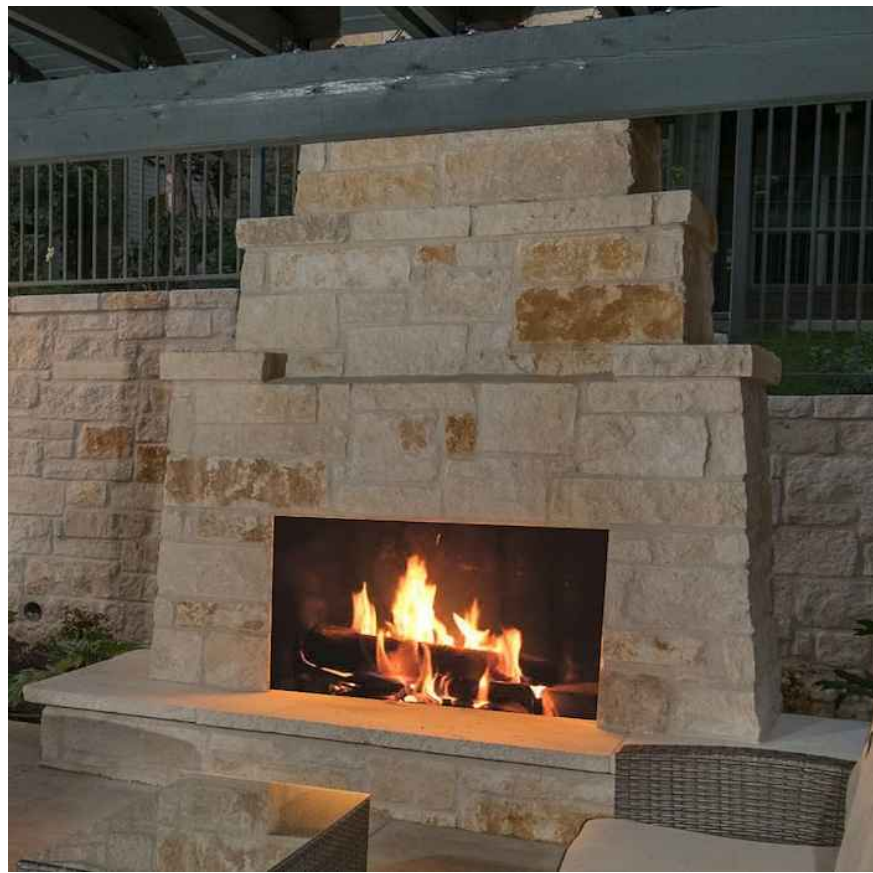
SITE AMENITIES



Fireplace and Double BBQ Counter Stucco Base- PPG 1076-4 'Cuppa Coffee" (Color to Match Architecture Field 1 Paint for Scheme X).



Fireplace Stone Accent - Daltile Emerson 'Butter Pecan EP01' Wood Look Porcelain Tile (To Match Architecture Field 1 for Scheme X).



Wood Stain Color for Wood Shade Structures and Long-term Bike Parking Structure - Ready Seal 'Dark Walnut'.



Schematic Materials, Colors, & Site Furnishings - Specs and Images (1 of 3)

Bonanni Development, LLC.

6th City Submittal_R1 | Project No.: BD02-D
Date: July 7, 2021

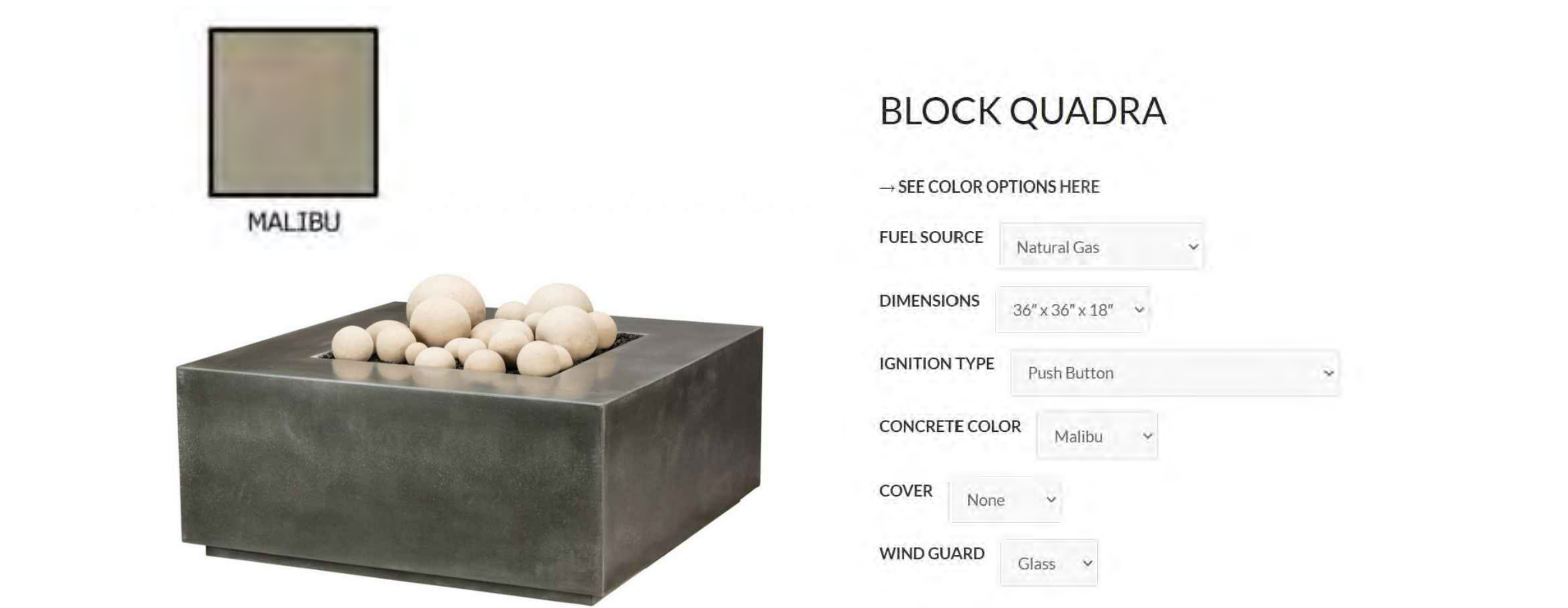
L-8A



Bigsby - Beach Blvd., Stanton, CA



SITE AMENITIES



Natural Gas Square Fire Pit - Hart Concrete Designs 'Block Quadra' in 'Malibu' Color with Fire Balls and Glass Wind Guard.



'Concrete Column Ping Pong Table' - Hart Concrete Designs in 'Malibu' Color.



(5) Community Cluster Mailbox Units - Salsbury Cluster Box Unit Model # 3316SAN-U in 'Black' (Per USPS Review and Approval).



(2) Parcel Locker Units- Salsbury Model # 3304SAN-U in 'Black' (Per USPS Review and Approval).



Play Structure by Dave Bang Associates and Earthscape - Wood Stain Color 'Acorn' and 'Natural'.



Precast Concrete Cornhole (Bean Bag Toss) - QCP Corp. 'Latte'

SITE FURNISHINGS



Decorative Pots at Main Project Entry - Anfora Jar 'AJ32' in 'Burnt Terra Cotta' Color.

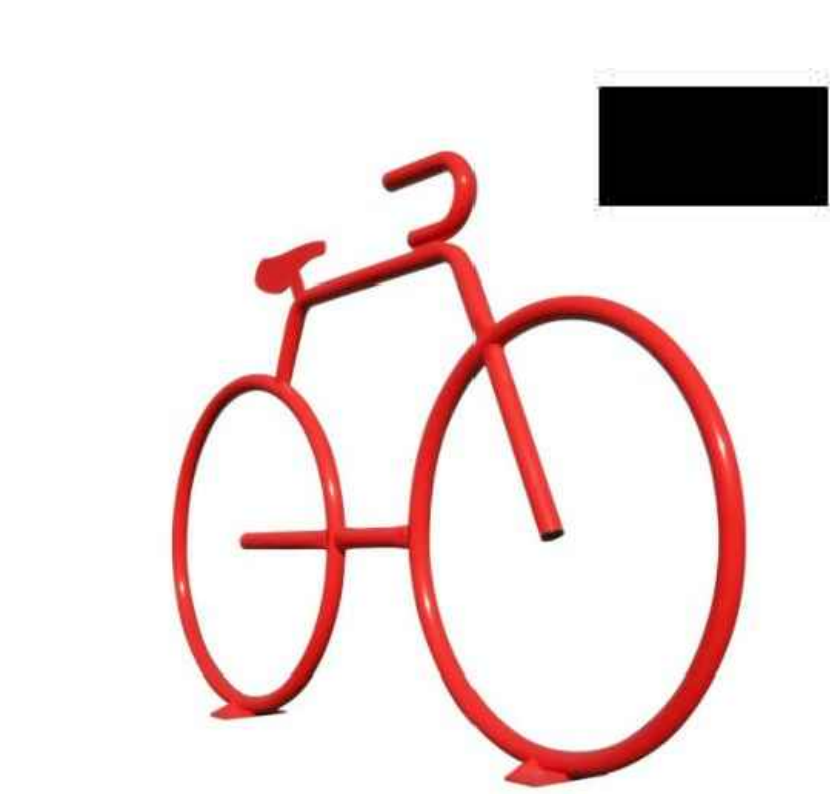
Anfora Jar				
ITEM #	OD	ID	H	
AJ24	24"	11"	28"	
AJ28	28"	12"	32"	
AJ32	32"	14"	36"	
AJ36	36"	16"	40"	
AJ40	40"	18	40"	



Bench - Anova Site Furnishings 'Metrix 6ft. Contour Bench' in 'Textured Black' Color.



Trash Receptacle - Anova Site Furnishings 'Metrix 16 Gallon Trash Receptacle' in 'Textured Black' Color.



Bike Rack - DERO 'Bike Bike Rack' Surface Mounted in 'Powder Coat - Black' Color.



Double Seated Game Table - DuMor Site Furnishings '296-36-20HS 36" DIAMETER STEEL TABLE' in 'Textured Charcoal' Color.

Schematic Materials, Colors, & Site Furnishings - Specs and Images (2 of 3)

Bonanni Development, LLC.



Dinning Tables - DM Braun '72" San Antonio Dining Table' in 'Black' Color with 'San Antonio Full Metal Design Dining Chairs' in 'Black' Color.



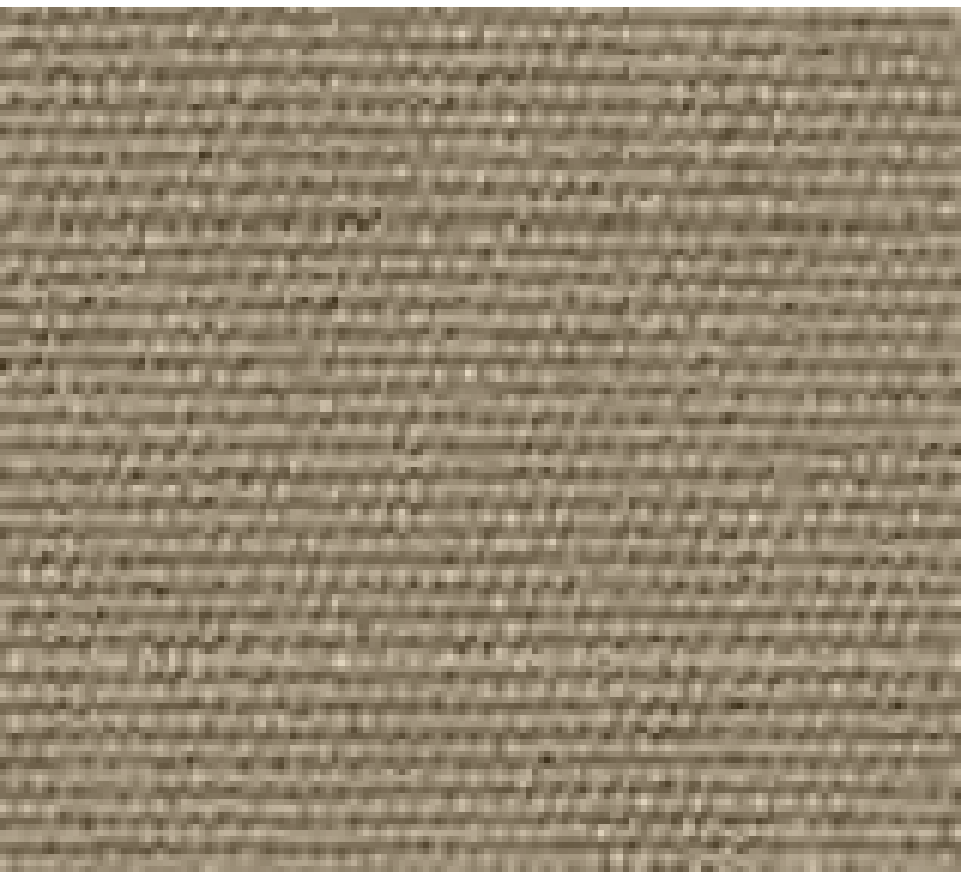
Side Table - DM Braun 'San Antonio Side Table' in 'Black' Color.



Dog Bag Station - Zero Waste USA 'JJB004-BLACK'



Umbrellas - Shadowspec 'Serenity Cantilever Umbrella'



Umbrella Fabric - Sunbrella 'Taupe' Fabric Color.

Monaco Love Seat - 200lbs

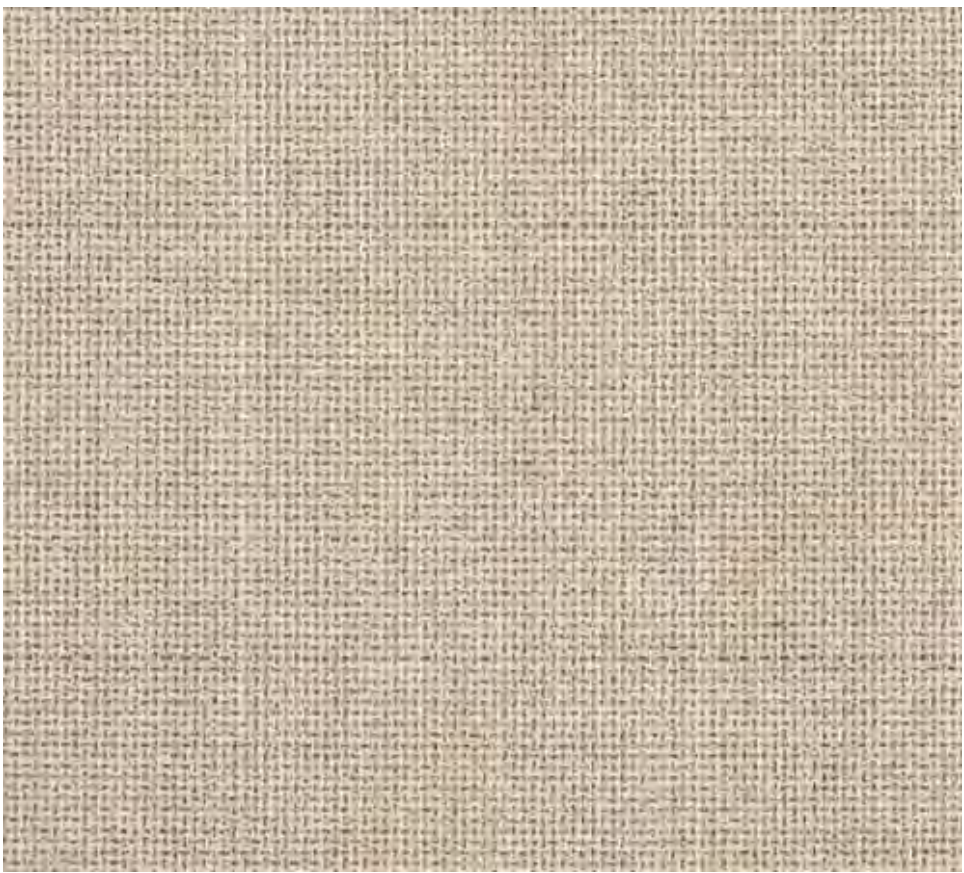


Outdoor Sofa - DM Braun 'Monaco Love Seat' with 'Black' Frame.

Monaco Lounge Chair - 120lbs



Lounge Chairs - DM Braun 'Monaco Lounge Chair' with 'Black' Frame.



Outdoor Sofa and Lounge Chair Fabric Color - Sunbrella Sling Fabric 'Bliss Sand' Color.



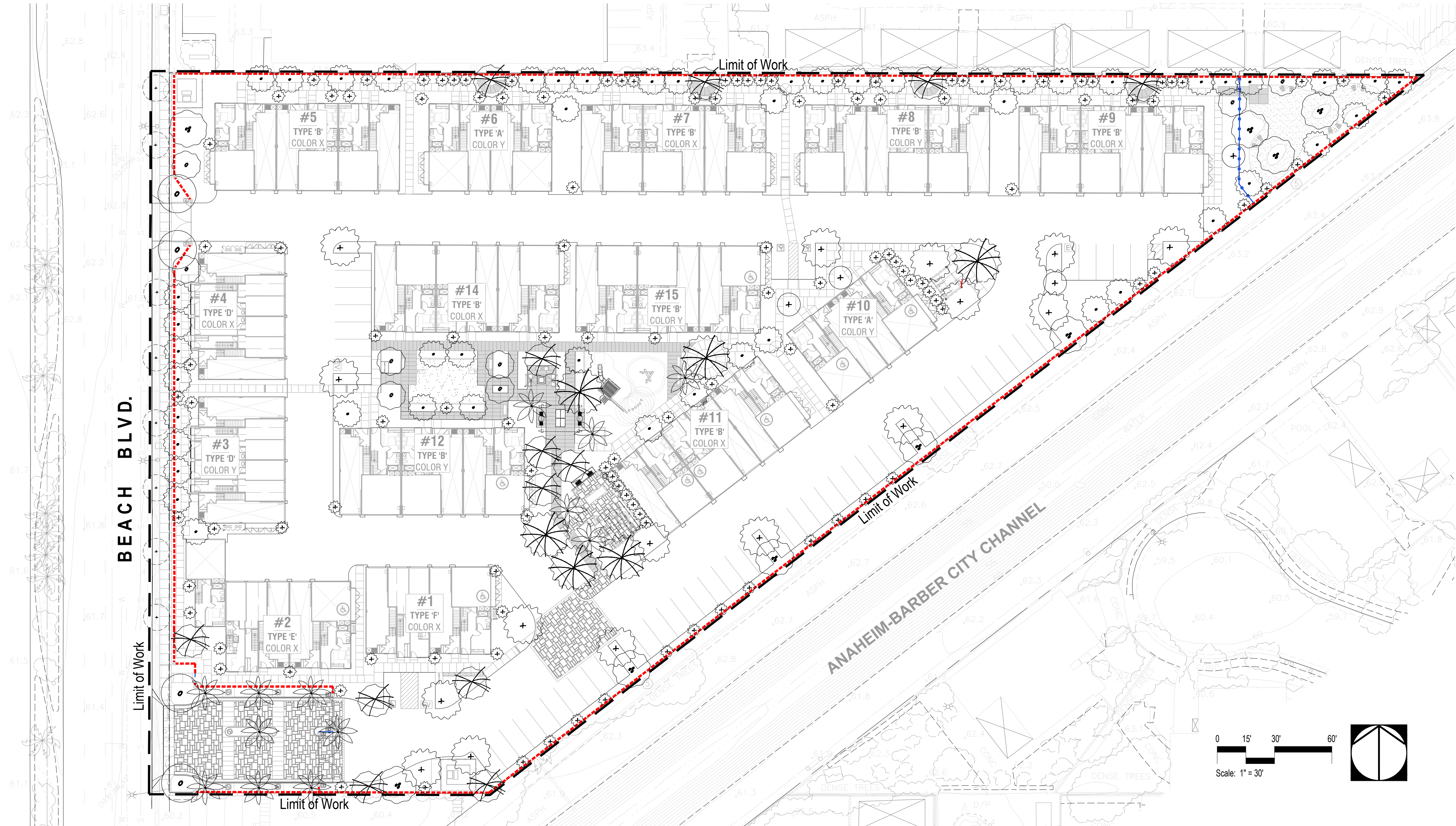
Adirondack Chairs and Side Tables at Dog Park Area - Loll Designs 'Adirondack Chair (Flat)' in 'Charcoal Gray' Color and Satellite End Table (Round, 18") in 'Charcoal Gray' Color.



Schematic Materials, Colors, & Site Furnishings - Specs and Images (3 of 3)

Bonanni Development, LLC.

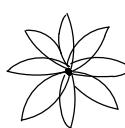
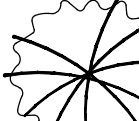

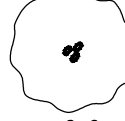
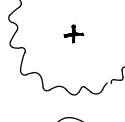
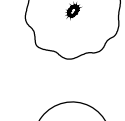
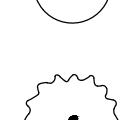
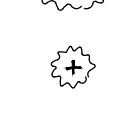
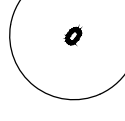
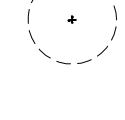
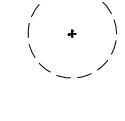
6th City Submittal_R1 | Project No.: BD02-D
Date: July 7, 2021



- NOTES:
1. Irrigation (including spray and/or drip) will be provided, in the Construction Document phase, and to be installed per local California water regulations (AB1881).
 2. Vehicular Swinging Gates to be installed per local Fire Codes & Regulations.
 3. Transformers, back-flow preventers & other above-ground utilities to be screened with landscape as permitted per local codes & regulations.
 4. Landscape lighting (landscape up-lights, path lights/bollards, etc.) to be coordinated with Electrical Engineer in future phase.
 5. All trees within 5' of hardscape to be installed with deep root barriers.

VINES & ESPALIERS		WUCOLS (R3)
Antigonon leptopus	Coral Vine	Low
Bougainvillea 'Monka' (Oo-La-La® Bougainvillea)	Bougainvillea	Low
Macfadyena unguis-cati	Cat's Claw Vine	Low
Trachelospermum jasminoides	Star Jasmine	Med

PLANTING LEGEND

Symbol	Type/Form	Suggestions	Trunk	Size	Wucols (R3)	Qty.
Botanical Name (Common Name)						
	PALMS					
	Vertical	Phoenix dactylifera (Date Palm) Syagrus romanzoffiana (Queen Palm)	Single	10' BT	Low	13
TREES						
	Specimen	Olive olea 'Wilsonii' (Wilsonii Olive)	Multi	36" Box	Low	6
	Focal	Magnolia g. 'Little Gem' (L. Gem Magnolia)	Single	36" Box	Medium	13
	Canopy	Platanus racemosa (California Sycamore)	Single	24" Box	Medium	9
Deciduous						
	Street	Tristania conferta (Brisbane Box)	Single	24" Box	Medium	16
	Evergreen	Acacia stenophylla (Shoestring Acacia)	Single	24" Box	Low	8
Vertical						
	Deciduous Flowering	Lagerstroemia i.x f. 'Natchez' (Crape Myrtle)	Single	15 Gal	Medium	4
	Medium Evergreen	Geijera parviflora (Australian Willow) Rhus lancea (African Sumac)	Single	15 Gal	Low	51
	Columnar	Dodonaea viscosa 'Purpurea' (Purple Hopseed) Podocarpus macrophyllus (Yew Pine)	Single	15 Gal	Low Medium	122
	Project Entry Tree	Parkinsonia florida (Palo Verde)	Single	36" Box	Low	4
	Parkway	Lagerstroemia i. x f. 'Natchez' (Crape Myrtle) (Final Selections / Locations per City's Direction)	Single	36" Box	Medium	8
						TOTAL = 254

SHRUBS and GROUND COVER		WUCOLS (R3)
Anigozanthos	Kangaroo Paw	Low
Agave sp.	Agave	Low
Aloe sp.	Aloe	Low
Bougainvillea sp.	Bougainvillea	Low
Callistemon citrinus 'Little John'	Dwarf Bottlebrush	Low
Carex divulsa	Berkeley Sedges	Low
Carissa m. 'Green Carpet'	Dwarf Natal Plum	Low
Chamaerops humilis	Mediterranean Fan Palm	Low
Cordylina 'Pink Passion'	Pink Passion Dracaena Palm	Low
Dasyliiron longissimum	Mexican Grass Tree	Low
Delosperma cooperi	Trailing Ice Plant	Low
Dianella revoluta 'Little Rev'	Little Rev™ Flax Lily	Low
Iris sp.	Iris	Low
Kalanchoe thyrsiflora	Flapjack Paddle Plant	Low
Lavandula stoechas 'Larkman Hazel'	Hazel™ Spanish Lavender	Low
Ligustrum japonicum 'Texanum'	Japanese Privet	Low
Nassella pulchra	Purple Needlegrass	Low
Muhlenbergia rigens	Deer Grass	Low
Rhaphiolepis indica 'Clara'	India Hawthorn	Low
Rosmarinus p. 'Huntington Carpet'	Groundcover Rosemary	Low
Salvia sp.	Sage	Low
Westringia sp.	Westringia	Low
Xylosma congestum 'Compact'	Compact Xylosma	Low
Yucca gloriosa	Spanish Dagger	Low

Schematic Planting Plan

Bonanni Development, LLC.



Bigsby - Beach Blvd., Stanton, CA



6th City Submittal_R1 | Project No.: BD02-D
Date: July 7, 2021



Phoenix dactylifera
Date Palm



Syagrus romanzoffiana
Queen Palm



Olea Europea 'Wilsonii'
Wilson Olive



Magnolia g. 'Little Gem'
L. Gem Magnolia



Platanus Racemosa
California Sycamore



Tristania conferta
Brisbane Box



Acacia stenophylla
Shoestring Acacia



Geijera parviflora
Australian Willow



Rhus lancea
African Sumac



Dodonaea viscosa 'Purpurea'
Purple Hopseed



Podocarpus macrophyllus
Yew Pine



Lagerstroemia i.x.f 'Natchez'
Crape Myrtle



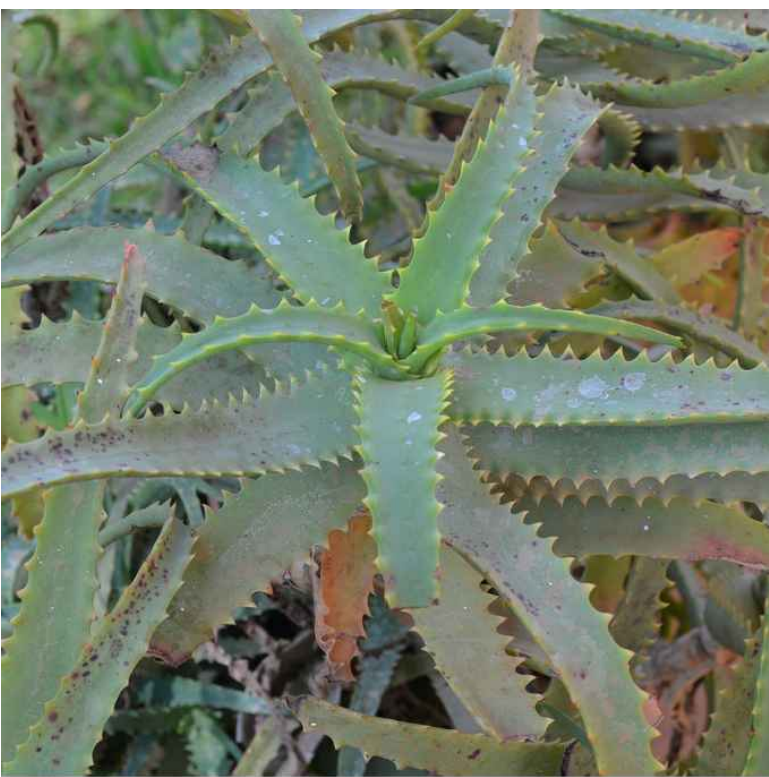
Parkinsonia florida
Palo Verde



Anigozanthos
Kangaroo Paw



Agave sp.
Agave



Aloe sp.
Aloe



Bougainvillea sp.
Bougainvillea



Callistemon citrinus 'Little John'
Dwarf Bottlebrush



Carex divulsa
Berkeley Sedge



Carissa m. 'Green Carpet'
Dwarf Natal Plum



Chamaerops humilis
Mediterranean Fan Palm



Cordylina 'Pink Passion'
Pink Passion Dracaena Palm



Dasylinon longissium
Mexican Grass Tree



Delosperma cooperi
Trailing Ice Plant



Dianella revoluta 'Little Rev'
Little Rev™ Flax Lily



Iris sp.
Iris



Kalanchoe thyrsiflora
Flapjack Paddle Plant



Lavandula stoechas 'Larkman Hazel'
Hazel™ Spanish Lavender



Ligustrum japonicum 'Texanum'
Japanese Privet



Naseela pulchra
Purple Needlegrass



Muhlenbergia rigens
Deer Grass



Raphiolepis indica 'Clara'
Indian Hawthorn

Shrubs and Groundcover:

Schematic Plant Imagery (1 of 2)

Bonanni Development, LLC.



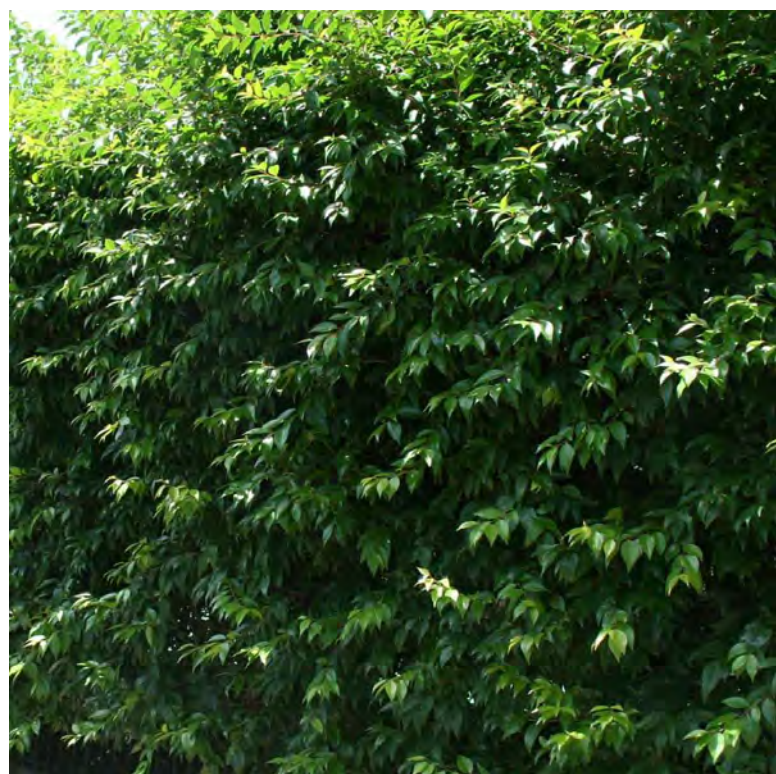
Rosmarinus p. 'Huntington Carpet'
Groundcover Rosemary



Salvia sp.
Sage



Westringia fruticosa
Coast Rosemary



Xylosma congestum 'Compact'
Compact Xylosma



Yucca gloriosa
Yucca Spanish Dagger

Vines and Espaliers:



Antigonon leptopus
Coral Vine



Bougainvillea 'Monka'
Oo-La-La® Bougainvillea



Macfadyena unguis-cati
Cat's Claw Vine








Trachelospermum jasminoides
Star Jasmine

Schematic Plant Imagery (2 of 2)

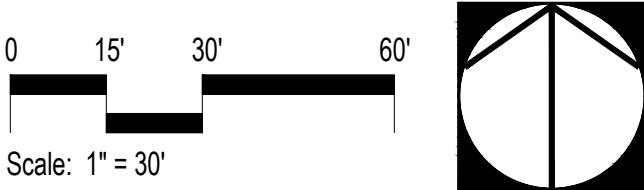
Bonanni Development, LLC.



LIGHTING SCHEDULE		
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	FX Luminaire JB Surface mounted to shade structure, hide conduit & connections. Order code: JB, Aluminum Alloy, (BZ) Bronze Metallic Lamp: JB-3LED, 4.5W, 2700K, Beamspread: Spot	14
	FX Luminaire FB Fits well into tight spaces. Order code: FB, Aluminum Alloy, (BZ) Bronze Metallic, Adjustable Lamp: FB-3LED, 4.5W, 2700K, Beamspread: Spot Accessories: (GM-SS) Gutter Mount w 1/2" thread for Accent Lights	41
	Continuous light string(100') black C9 string light with LED G40 warm white bulbs with 1/16" Diameter galvanized steel cable wire-secure to posts with s.s 18-8 3/16" wire eye lags. (W.P.)Light switch & Dimmer mounted on post. #KLS15BK100E1740CL, Black, Galvanized Eye Bolts. Lamp: LED, Per Manuf. Accessories: Hide Conduit Connection along Back of Post.	1
	PX - 300 - TPC - BZ Low-voltage transformer - FX luminaire, model #PX - 300 - TPC - BZ. Cast Aluminum, Metallic Bronze, Wall, Install with Mechanical Transformer Timer (#15557BK & P 300W	3
	GFCI - Outlet Exterior Electrical GFI Outlet Cast Aluminum, Textured Architectural Bronze, Wall	2

NOTES:
1. Refer to Electrical Engineer drawings for photometrics and 120v lighting.

Schematic [12v] Lighting Plan

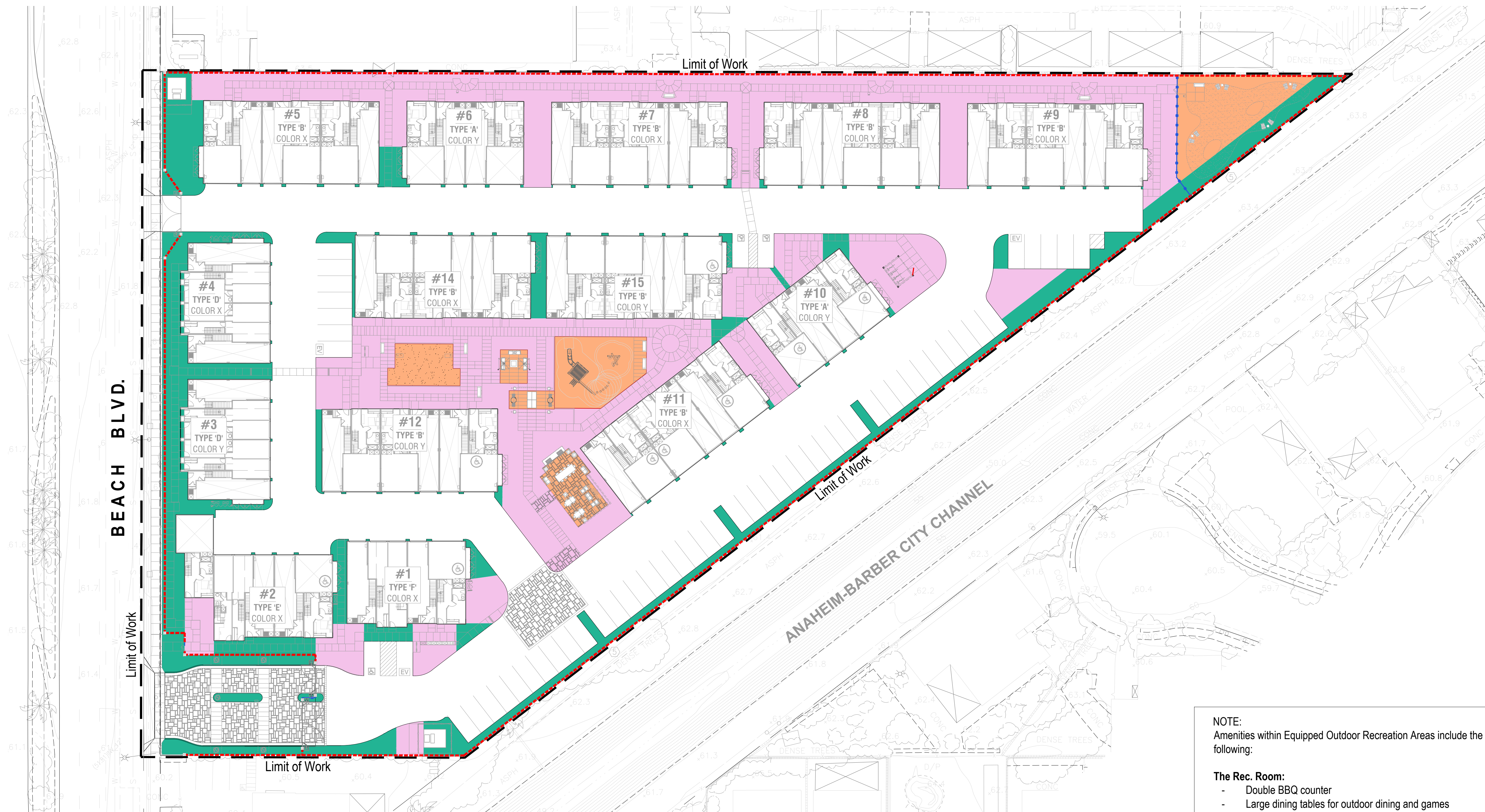


Bonanni Development, LLC.



Bigsby - Beach Blvd., Stanton, CA





OPEN SPACE LEGEND

- USABLE COMMON OPEN SPACE**
[15 foot min. dimension]
Builder Installed, HOA Maintained.
Takeoff: 29,260 sf
- OTHER COMMON OPEN SPACE AREA**
Builder Installed, HOA Maintained.
Takeoff: 14,001 sf
- EQUIPPED OUTDOOR RECREATION AREAS**
[Each one square foot may count as fulfilling two square feet of required common open space area]
Takeoff: 6,244 sf

TOTAL REQUIRED COMMON OPEN SPACE: 46,341 S.F.*

TOTAL USABLE COMMON OPEN SPACE:

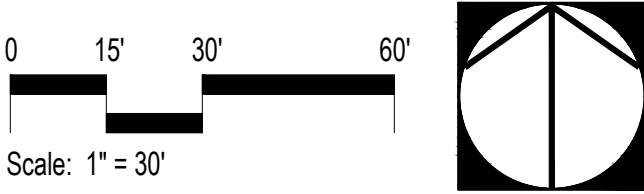
Total Site Area	154,463.76 S.F.
[30% of Required Common Open Space Allowable for Equipped OS = 12,512 S.F.]	
Total Usable Common Open Space	[29,260 S.F.]
**Total Equipped Outdoor Recreation Areas	
[6,244 x 2, Per City's Development Standards]	[12,488 S.F.]
Total Usable Common Open Space = 27.0%	41,748 S.F.

** NOTE: Per SMC Development Standards (20.420.050) each one square foot of equipped outdoor recreation areas containing swimming pools; children's playgrounds with equipment; tennis, volleyball, shuffleboard, or handball courts; and similar facilities may count as fulfilling two square feet of required common open space area, subject to the Director's approval, for up to 30 percent of the total required open space.

- NOTE:
Amenities within Equipped Outdoor Recreation Areas include the following:
- The Rec. Room:**
- Double BBQ counter
 - Large dining tables for outdoor dining and games
 - Outdoor fire place with lounge seating
- The Community Park:**
- Table tennis
 - Outdoor fire pit seating area
 - Table and chair seating
 - Corn hole
 - Playground
- The Dog Park:**
- Decomposed granite dog run area
 - Table and chair seating

TOTAL COMBINED OPEN SPACE:	
Total Usable Common Open Space	[41,748 S.F.]
Total Other Common Open Space Areas	[14,001 S.F.]
Total Balcony Open Space [Provided By Architect]	[6,550 S.F.]
Total Combined Open Space: 40.3%	[62,299 S.F.]

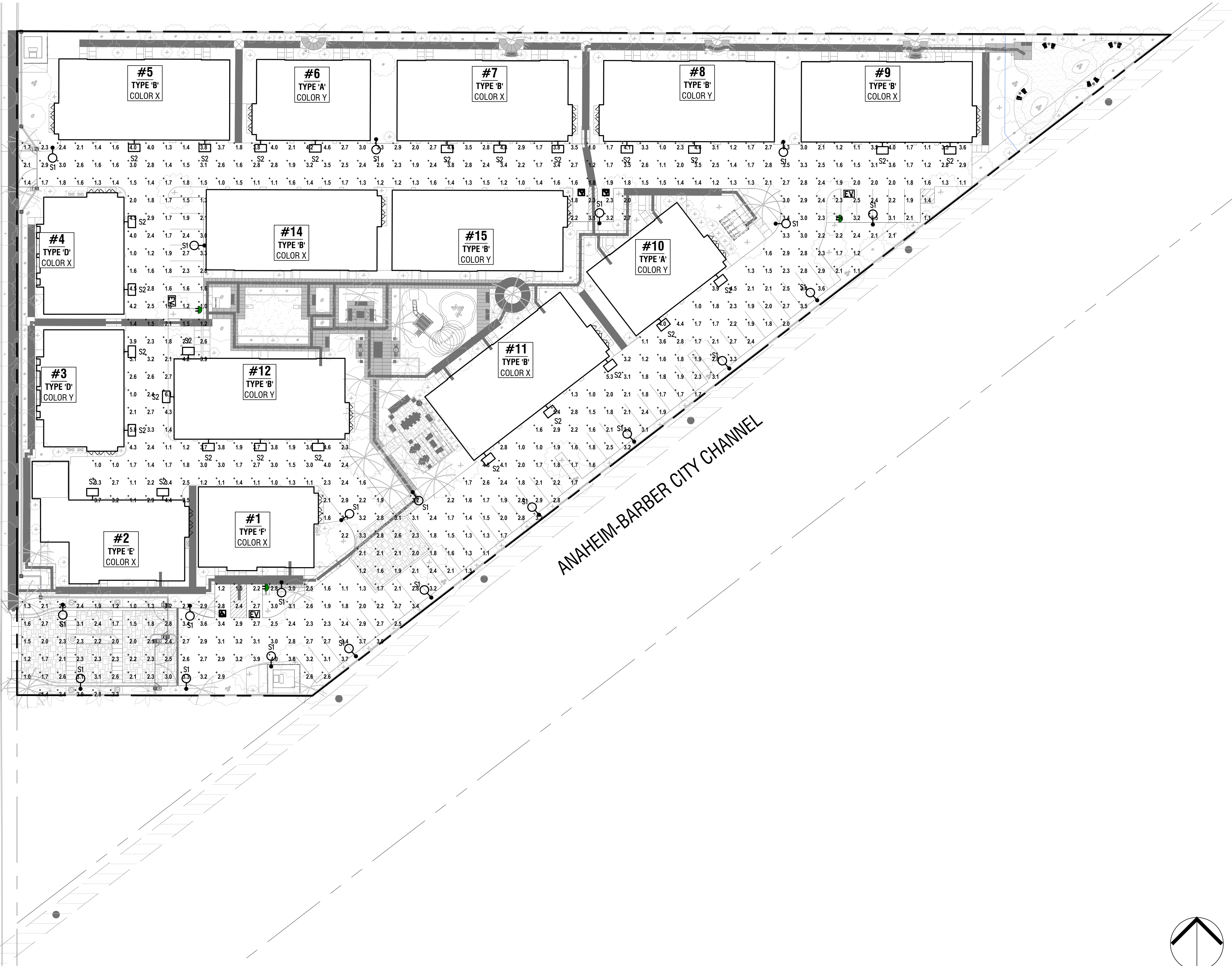
Schematic Open Space Plan





Bonanni Development, LLC.

R:\PROJECT\2021\21-140 BIGSBY PHOTOMETRIC PLAN\21-140 E-SITE\PLAN - 2021.06.03 - JESUS MANZO

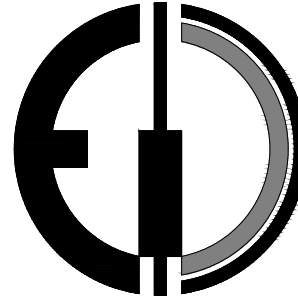
BEACH BLVD



Schedule										
Symbol	Label	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Lumens per Lamp	Lumen Multiplier	LLF	Wattage
	S1	ANP LIGHTING OR APPROVED EQUAL	LA196-3-P046LDT340K	25"DIA. X 23"H TOP MOUNT SUSPENDED LED LUMINAIRE	LED 4000K	1	5661	1	0.91	47.68
	S2	LIGMAN LIGHTING OR APPROVED EQUAL	TA-31871-T4-W40	Tango 30 surface exterior downlight LED Type IV	16 LED 4000K	1	2777	1	0.91	37.8

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
SITE		2.3 fc	6.1 fc	1.0 fc	6.1:1	2.3:1

DESIGN WEST ENGINEERING
MECHANICAL • ELECTRICAL • ENERGY CONSULTANTS



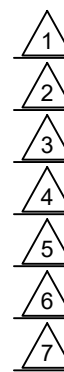
412 E. Vanderbilt Way
San Bernardino, CA 92408
Phone: 909.890.3700
Fax: 909.890.3770
Email: cadd@designwesteng.com

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ISSUE DATE:

DATE BY ISSUE FOR

REVISION:



NUM. DATE BY REVISION FOR

CONSULTANT

PROJECT TITLE

PROJECT FOR:

BIGSBY
BEACH BLVD
STANTON, CA

STAMP



SHEET TITLE

ELECTRICAL
PHOTOMETRIC PLAN

DESIGNED BY

RM

DRAWN BY

MG

CHECKED BY

LM

DATE

05/20/21

SCALE

AS NOTED

JOB NO.

21-140

SHEET NO.

E-1

ELECTRICAL PHOTOMETRIC PLAN

SCALE: 1" = 30'-0"

1

ANP Lighting

Pole Down Round Steel Pole

Material
One-piece non-tapered round shaft of low carbon steel (ASTM-A500 Grade B, 42,000 PSI min. yield) with one flange-welded vertical seam. Shaft is welded to a flat steel anchor base (ASTM-36, 36,000 PSI min. yield). Wall thickness is 7 gauge.

Mounting
Four anchor bolts provided are 1/2"x18". Anchor bolts, nuts and washers are hot dipped galvanized steel. Spun aluminum ground cover provided.

Access
All poles are provided with a hand access opening and cover. Hand hole cover is secured by two stainless steel machine screws. (Tamper-proof screws provided upon request).

Grounding
All poles are provided with an aluminum grounding lug integrated to inner wall of shaft, 180 degrees to hand hole. Grounding lug is drilled and tapered to accommodate 3/20 stainless steel machine screw.

Pole Height
Maximum pole height is 24-feet.

Accessories
Banner arms, ladder rests, signage, flag pole holder and GFI receptacles are optional.

Finish
A polyester powder coat high quality finish is electro-statically applied and baked at 430° for exceptional durability and color retention. Products undergo an intensive five-step cleaning and pretreatment process for maximum paint adhesion.
Marine grade finish provides superior salt, humidity, and UV protection. This coating withstands up to 3000 hours of continuous salt spray, comes with a 5-year warranty and is available in either a textured or gloss surface.

Pole									
Accessory									
Clamshell									
Finish									
See page 2 for more ordering info									
Table 1: Pole Specifications									
Item Number	OD	Height	Wall	80 MPH	100 MPH				
B3D3TSL10.7	3.00"	8'	7g	29.50	18.60				
B3D3TSL10.7	3.00"	10'	7g	22.50	14.00				
B3D3TSL10.7	3.00"	12'	7g	17.50	11.00				
B3D3TSL10.7	3.00"	14'	7g	14.10	8.50				
B3D3TSL10.7	3.00"	16'	7g	11.30	6.60				
B3D3TSL10.7	3.00"	18'	7g	8.80	4.80				
B3D3TSL10.7	3.00"	20'	7g	6.60	3.30				
B3D3TSL10.7	3.00"	22'	7g	5.10	2.60				
B3D3TSL10.7	3.00"	24'	7g	1.80	1.80				
B3D3TSL10.7	4.00"	8'	7g	55.80	35.60				
B3D3TSL10.7	4.00"	10'	7g	43.50	27.60				
B3D3TSL10.7	4.00"	12'	7g	34.60	21.60				
B3D3TSL10.7	4.00"	14'	7g	27.90	17.30				
B3D3TSL10.7	4.00"	16'	7g	22.90	14.00				
B3D3TSL10.7	4.00"	18'	7g	18.75	11.00				
B3D3TSL10.7	4.00"	20'	7g	15.00	4.80				
B3D3TSL10.7	4.00"	22'	7g	12.00	3.80				
B3D3TSL10.7	4.00"	24'	7g	9.80	2.90				

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ANPLighting









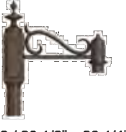



Specifications LA1011

Project: S1
 Fixture Type: _____ Quantity: _____
 Customer: _____

POST MOUNTS

See Post Arm Section on Website for Specification Sheets and additional post arms.
 Dimensions are Projection x Height

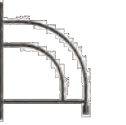
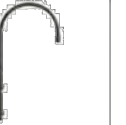
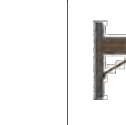
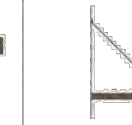
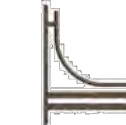
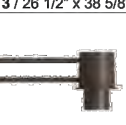
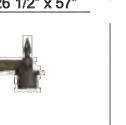
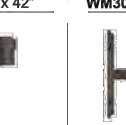


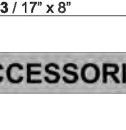
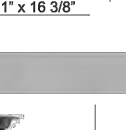
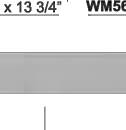
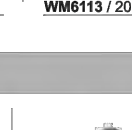
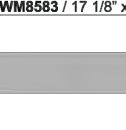
COLUMN MOUNT

			
PA1613 / 26 1/2" x 56 1/8"	PA1763 / 24 7/8" x 36 3/8"	PA2023 / 20 1/4" x 16"	PA2613 / 30 3/8" x 45 3/4"
			
PA3213 / 21 7/8" x 26 1/8"	PA5413 / 17 7/8" x 25 1/8"	PA6213 / 22 3/4" x 26 1/2"	PA7613 / 21" x 23"
			
PA8033 / 20 1/2" x 20 1/4"	PA8443 / 36" x 24"	PA8523 / 18 1/4" x 14 1/2"	PA8633 / 30 1/4" x 31 1/4"

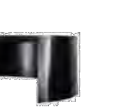

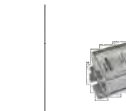




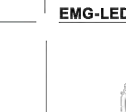
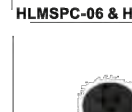
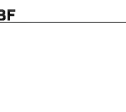
CM1 / 5 3/4" 60 x 3 1/2" H

WALL MOUNTS

See Wall Mount Section on Website for Specification Sheets and additional wall mount arms.
 Dimensions are Projection x Height.


				
WM0413 / 26 1/2" x 38 5/8"	WM1613 / 26 1/2" x 57"	WM1763 / 28 3/4" x 42"	WM3203 / 11" x 6 7/8"	WM3263 / 18" x 24"
				
WM4513 / 17" x 6"	WM5133 / 17" x 16 3/8"	WM5163 / 15 3/4" x 13 3/4"	WM5503 / 17 7/8" x 14"	WM5613 / 20 3/8" x 24"
				
WM6513 / 17" x 6"	WM6563 / 17" x 16 3/8"	WM7613 / 20 3/8" x 24"	WM7663 / 20 3/8" x 24"	WM8613 / 17 1/8" x 17 1/2"

ACCESSORIES

				
HSS90 x HS8120	4ST36	PEND-CH3	EMG-LED03HV	HLMSPC-66 & HLMSPC-19
				
PA-BF8	PC	TLPC	TL	PA-BF

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Specifications LA1021

Project: **S1**
 Fixture Type: _____ Quantity: _____
 Customer: _____

LED PERFORMANCE

PLATFORM

LED Voltage	CT	Total Lumens Per Foot	System Voltage	Total Efficiency
30W	2700K	2670	30w	89
	3000K	2670	30w	89
	3000K	3200	30w	107
	4000K	3465	30w	116
60W	2700K	4304	60w	87
	3000K	4304	60w	87
	3000K	4814	60w	105
	4000K	5197	60w	115
75W	2700K	7041	80w	88
	3000K	7041	80w	88
	3000K	8484	80w	106
	4000K	9138	80w	114
117W	2700K	15561	120w	88
	3000K	15561	120w	88
	3000K	17996	120w	106
	4000K	17370	120w	114

PLATFORM SPECIFICATION:

- Efficiency ranges from 80-116 lumens per watt
- Customized lens precisely directs the light
- Operating temperature of -30C to 50C
- Life: L70 is 60,000 hours
- PLATFORM CCT: 2700K, 3000K, 3000K, and 4000K
- CRI: >90
- Parallel circuitry ensures consistent light output in the event of single LED failure

PLATFORM DRIVER SPECIFICATION:

- Operates at 400mA
- Dimmable down to 10%
- Built in surge protection
- Constant current output 500mHz
- Driver Efficiency > 90% power factor above 95%
- 120 - 277 volts
- 0-10V dimming protocol is standard

PLATFORM RISERS

- Fully compliant with the RoHS Directive
- Certifications: ETL
- Rated IP65 with an optional IP68 rating

WARRANTY

See www.ANPlighting.com for complete fixture warranty.
 • 7 year limited warranty* on Platform LED engines
 • 5 year limited warranty* on Platform Drivers










*Limited Warranty: A typical year is defined as 4380 hours of operation. Failure defined as more than 10% of the total platform LED's not operating.

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[illegible]

Tango Product Family

 <p>Tango 29</p> <p>• LTA-2900-010-0000 (DALI) - Down • LTA-2900-010-0000 (DALI) - Down • LTA-2900-010-0000 (DALI) - Down</p>	 <p>Tango 30</p> <p>• LTA-2900-010-0000 (DALI) - Down • LTA-2900-010-0000 (DALI) - Down • LTA-2900-010-0000 (DALI) - Down</p>	 <p>Tango 31</p> <p>• LTA-2900-010-0000 (DALI) - Up/Down • LTA-2900-010-0000 (DALI) - Up/Down • LTA-2900-010-0000 (DALI) - Up/Down</p>	 <p>Tango 32</p> <p>• LTA-2900-010-0000 (DALI) - Up/Down • LTA-2900-010-0000 (DALI) - Up/Down • LTA-2900-010-0000 (DALI) - Up/Down</p>	 <p>Tango 33</p> <p>• LTA-4000-010-0000 • LTA-4000-010-0000 (DALI) • LTA-4000-010-0000 (DALI)</p>
 <p>Tango 34</p> <p>• LTA-4000-010-0000 • LTA-4000-010-0000 (DALI) • LTA-4000-010-0000 (DALI)</p>	 <p>Tango 35</p> <p>• LTA-4000-010-0000 • LTA-4000-010-0000 (DALI) • LTA-4000-010-0000 (DALI)</p>	 <p>Tango 36</p> <p>• LTA-4000-010-0000 • LTA-4000-010-0000 (DALI) • LTA-4000-010-0000 (DALI)</p>	 <p>Tango 37</p> <p>• LTA-4000-010-0000 • LTA-4000-010-0000 (DALI) • LTA-4000-010-0000 (DALI)</p>	

TA-31871

30 Square Downlight

PROJECT

DATE

QUANTITY

TYPE

S2

NOTE

ORDERING EXAMPLE || TA - 31871 - 37w - T2 - W30 - 02 - 120/27v~ Options

TA-31871

LAMP	BEEP	LED COLOR	FINISH COLOR	VOLTAGE
37w LED 2700 Lumens 20w LED 2700 Lumens 29w LED 2700 Lumens 20w LED 1500 Lumens	T1 - Type I Distribution T2 - Type II Distribution T3 - Type III Distribution T4 - Type IV Distribution	W27 - 2700K W30 - 3000K W36 - 3500K W40 - 4000K	01 - BLACK RAL 9011 02 - DARK GREY RAL 7043 03 - WHITE RAL 9003 04 - METALLIC SILVER RAL 9006 05 - MATTIE SILVER RAL 9005 06 - LICHMAN BRONZE 07 - CUSTOM RAL	<div> <div>120/27v~</div> <div>Other - Specify</div> </div> <div> </div>

ADDITIONAL OPTIONS

- Nickelium Rated
 - Surface Conduit Decorative Trim
 - 0-10v Dimming
 - Prismatic Lens
 - Anti Glare Louvre

EMC - Emergency Battery Pack
 RPA - Round Pole Adapter
 HCT - Custom Height
 AMB - Turtle Friendly Amber LED

TY OF FLAGSTAFF & TURTLE FRIENDLY COMPLIANT

AMB Spectral Diagram

The graph shows a single sharp peak at approximately 585 nm, reaching a maximum intensity of about 100 units. The x-axis ranges from 400 to 700 nm, and the y-axis ranges from 0 to 100.

Low-Spectrum Amber LEDs

Flagstaff Lighting USA reserves the right to change specifications without prior notice, please contact factory for latest information. Due to the continual improvements in LED technology and components may differ without notice.

Flagstaff Lighting USA uses the rights to change specifications without prior notice, please contact factory for latest information. Due to the continual improvements in LED technology and components may differ without notice.

TA-51871

Tango 30 Square Downlight

Construction

Aluminum
Less than 0.1% copper content - Marine Grade 6060 extruded & LM6 Aluminum High Pressure die casting provides excellent mechanical strength, clean detailed product lines and excellent heat dissipation.

Pre-paint
2 zinc phosphate process before product painting.

Memory Retention - Silicon Caskeat
Protects with special injection molded "fit for purpose" long life high temperature memory retention silicon caskeat. Maintains the gaskets' exact profile and seal over years of use and compression.

Thermal management
LM6 Aluminum is used for its excellent mechanical strength and thermal dissipation properties in low and high ambient temperatures. The super thermal heat sink design by Ligran used in conjunction with the driver, controls thermal below normal temperature range to ensure maximum luminous flux output, as well as providing long LED service life and ensuring maximum lumen depreciation at 50,000 hours.

Surge Suppression
Standard 1kV surge suppressor provided with all fixtures.

BURST BAKING
B1 - UG - GO

Finishing
All Ligran products go through an extensive finishing process that includes feeding to improve paint adherence.

Paint
UV Stabilized 4.9MM thick powder coat paint and baked at 200 C deg.

UV Protection
The UV protection ensures that Ligran products can withstand harsh environments.

Hardware
Provided Hardware is Marine grade 316 Stainless Steel.

Anti-Static Screw Holes
Tapped holes are infused with a special seal compound designed to prevent seepage of treated components. Due to electrolysis from heat, corrosive atmospheres and moisture.

Crystal Clear Low Iron Glass Lens
Provided with tempered, impact resistant crystal clear low iron glass ensuring no green glass tinge.

Optics & LED
Precision optics provides exceptional light control and precise distribution of light.

LM6 CRI - 80
Lumen - Maintenance Life
80 (80) at 50,000 hours (This means that at least 90% of the LED still achieve 80% of their original flux)

30w, 28w, 20w LED 277V, 225V, 210V, 150V Luminaire

- Suitable For Wet Locations
- Impact Resistant (Vandal Resistant)
- Weight 4.3 lbs

Finishing Detail

microVos

TECHNOLOGY

Our micro Vos Multiple Optical System provides the ability to create lighting solutions that provide specific light distributions for optimized spacing and uniformity.

micro Vos Multiple Optical System allows for the designer to create lighting distributions for precise lighting requirements.

HYBRID TYPE I & TYPE IV

microVos TECHNOLOGY

LIGRAN LIGHTING

Circular or square form technical up & down light wall range. Completely tailorable wall-mounted direct/direct optical lighting solutions for perfect task or architectural lighting.

Wall luminaires with a selection of light distributions and LED wattages with downward light distributions. The Tango is unique as it is available with Type III, II & IV light distribution options that facilitates wider spacing and even light distribution between the light fixtures.

Spacings of up to 40" on center, and a 14" mounting height with a 2 ft average can be achieved using the type II optical. This provides higher energy saving and reduced installation costs.

The Tango 31 cylindrical or Tango 32 square up-down versions can be manufactured using different type beam distributions for the up and down optics. Integral electronic control gear. Mounting plate for 3" and 4" junction box is provided with the fixture.

Matching surface mount control boxes are available as an option. Custom round pole adapters can be manufactured to suit specific pole diameters for column mounting applications. Please contact the factory for more information.

Additional Options (Consult Factory For Pricing)

SCOT Surface Contact Decorative Trim

RPA Round Pole Adapter

AGL Pole Adapter

Lighting Solutions for a wide range of applications. For more information, please contact factory for more information. Due to the continual improvement of our technologies and components, the design and details may vary without notice.

[illegible]



SITE PLAN SUMMARY

See Sheet CS2 for more information

Total Site Area: 3.546 Acres

Total Units: 79 Dwelling Units*

1-Bedroom Units	12 Units (15.2%)
Unit 1A	6 Units
Unit 1B	6 Units
2-Bedroom Units	7 Units (8.9%)
Unit 2B	7 Units
3-Bedroom Units	60 Units (75.9%)
Unit 2A	29 Units
Unit 3A	31 Units

***10% of units will be Moderate Income Affordable per CA Govt Code §65915 (Affordable Housing Density Bonus)**

Density:

Target: (SMC 20.30.050) (89 Units)	25 to 45 du/net ac
Provided:	22.28 du/acre

Parking:

Required (CA Govt Code §65915):	113 Spaces
1-Bed = 1.0 Space/Unit	
2-Bed = 1.5 Space/Unit	
3-Bed = 1.5 Space/Unit	
Guest = None Required	

Provided: 202 Spaces

Garage:	146 Spaces
Open (off-street):	56 Spaces
Required Accessible = 3 Spaces	
Unassigned Open (56 x 5%)	

Open Space (SMC 20.230.050, 20.420.050.E, 20.230.080):

Total Common Open Space Required:	46,341 S.F.
Total Common Open Space Provided:	41,748 S.F.

Private Open Space Required: See Sheet CS2
Private Open Space Provided: See Sheet CS2
*See Sheets CS2 and L-9 for Open Space Calculations

Legend

- Adaptable Unit Per CBC 1102A.3 (8 Units total)
- Electric Vehicle (EV) Parking Space. (3 spaces)
- EV Charger: Proposed locations, to be installed by developer and managed by HOA for resident and guest use (3 spaces)

ARCHITECTURAL SITE PLAN

BIGSBY

12200 BEACH BOULEVARD
STANTON, CA



CODE NOTES

FIRE SPRINKLERS

ALL BUILDING AREAS WILL BE PROVIDED WITH A SPRINKLER SYSTEM IN ACCORDANCE WITH 2019 CBC 903.3.1.2 AND 2019 NFPA 13R SECTION 7.3.4. (NFPA 13R SPRINKLER SYSTEM). ALL BUILDING CODE COMPLIANCE ITEMS ARE PREDICATED ON NFPA13R SPRINKLER SYSTEM. (PER NFPA 13R SECTION 7.3.4: "GARAGES THAT ARE ACCESSIBLE ONLY FROM A SINGLE SWELLING UNIT SHALL BE CONSIDERED AS PART OF THAT DWELLING UNIT", PER 7.3.4.1: "GARAGES THAT MEET THE CRITERIA OF 7.3.4 SHALL BE PROTECTED IN ACCORDANCE WITH ONE OF THE FOLLOWING: (1) USE OF A RESIDENTIAL SPRINKLER IN ACCORDANCE WITH SECTION 7.1, (2)...")

CBC SECTION 302 - OCCUPANCY CLASSIFICATIONS

OCCUPANCY GROUP	DESCRIPTION
R-2	DWELLING UNITS
U	PRIVATE GARAGES

CBC SECTIONS 504.3 AND 504.4 - ALLOWABLE HEIGHTS

TYPE VB CONSTRUCTION, NFPA 13R SPRINKLER			
OCCUPANCY GROUP	R-2	U	
AREA INCREASE	NO	N/A	
HEIGHT INCREASE	YES	N/A	
MAX HEIGHT	40 FT	60 FT	
MAX STORIES	3	2	
PROPOSED HEIGHT	36 FT	10 FT	
PROPOSED STORIES	3	1	
ALLOWABLE AREA (PER STORY)	7,000 S.F.	16,500 S.F. (TABLE 506.2)	
ALLOW AREA (PER BLDG)	14,000 S.F.	33,000 S.F. (EQN. 5-3)	

CBC SECTION 506.2 - FLOOR AREA JUSTIFICATION

BUILDING TYPE 'A' - TYPE VB CONSTRUCTION, 3 STORIES, NFPA 13R SPRINKLER				
OCCUPANCY	STORY 1 + 2 + 3	AREA PROVIDED	AREA ALLOWD (506.2.4)	RATIO
GROUP R-2 OCC.	1,220 + 2,200 + 2,620 SF	6,040 S.F.	14,000 S.F.	0.43
GROUP U OCC.	1,700 SF	1,700 S.F.	33,000 S.F.	0.05
TOTAL		7,740 S.F.		RATIO SUM 0.48

BUILDING TYPE 'B' - TYPE VB CONSTRUCTION, 3 STORIES, NFPA 13R SPRINKLER				
OCCUPANCY	STORY 1 + 2 + 3	AREA PROVIDED	AREA ALLOWD (506.2.4)	RATIO
GROUP R-2 OCC.	1,820 + 3,600 + 3,640 SF	9,060 S.F.	14,000 S.F.	0.65
GROUP U OCC.	2,550 SF	2,550 S.F.	33,000 S.F.	0.08
TOTAL		11,610 S.F.		RATIO SUM 0.73

BUILDING TYPE 'D' - TYPE VB CONSTRUCTION, 3 STORIES, NFPA 13R SPRINKLER				
OCCUPANCY	STORY 1 + 2 + 3	AREA PROVIDED	AREA ALLOWD (506.2.4)	RATIO
GROUP R-2 OCC.	1,320 + 2,400 + 2,620 SF	6,340 S.F.	14,000 S.F.	0.45
GROUP U OCC.	1,700 SF	1,700 S.F.	33,000 S.F.	0.05
TOTAL		8,040 S.F.		RATIO SUM 0.50

BUILDING TYPE 'E' + 'F' - TYPE VB CONSTRUCTION, 3 STORIES, NFPA 13R SPRINKLER				
OCCUPANCY	STORY 1 + 2 + 3	AREA PROVIDED	AREA ALLOWD (506.2.4)	RATIO
GROUP R-2 OCC.	3,220 + 5,240 + 5,605 SF	14,065 S.F.	17,500 S.F.	0.81
GROUP U OCC.	3,825 SF	3,825 S.F.	35,750 S.F.	0.11
TOTAL		17,890 S.F.		RATIO SUM 0.92

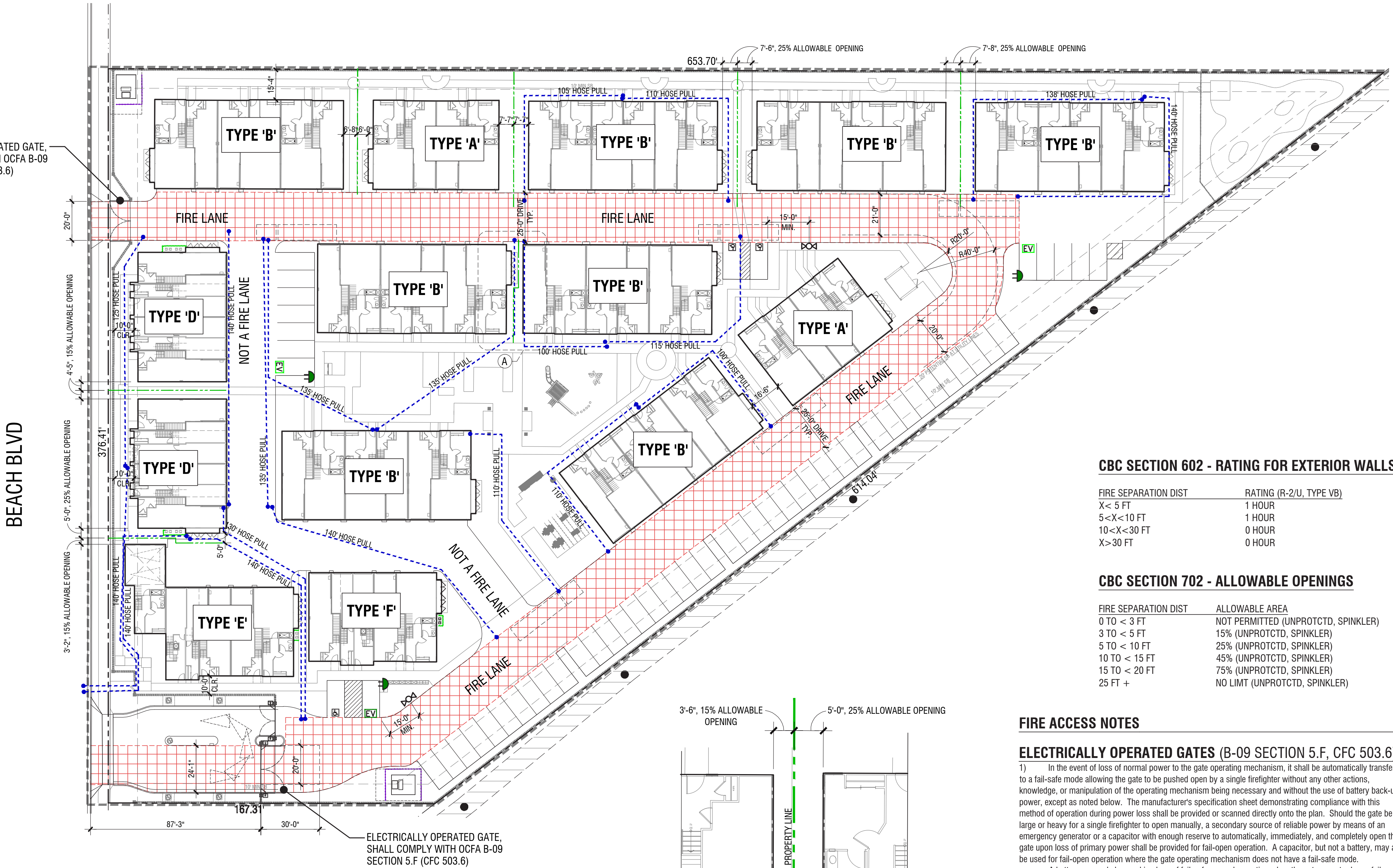
*CALCULATED AS ONE BUILDING PER 705.3 EXC. 1
FRONTAGE INCREASE FOR BUILDING E + F PER 506.2.4, 506.3
R-2 OCC: $A_R = [A_1 + (NS \times I_1)] = [7,000 \text{ sf} + (7,000 \text{ sf} \times .25)] = 8,750 \text{ sf per floor (17,500 sf per bldg)}$
U OCC: $A_U = [A_1 + (NS \times I_1)] = [16,500 \text{ sf} + (5,500 \text{ sf} \times .25)] = 17,875 \text{ sf per floor (35,750 sf per bldg)}$

CBC SECTIONS 508.4 AND 510.2 - OCCUPANCY SEPARATIONS

OCCUPANCY GROUPS	DESCRIPTION
R-2/R-2	1-HOUR DWELLING UNIT SEPARATION
R-2/U	1-HOUR

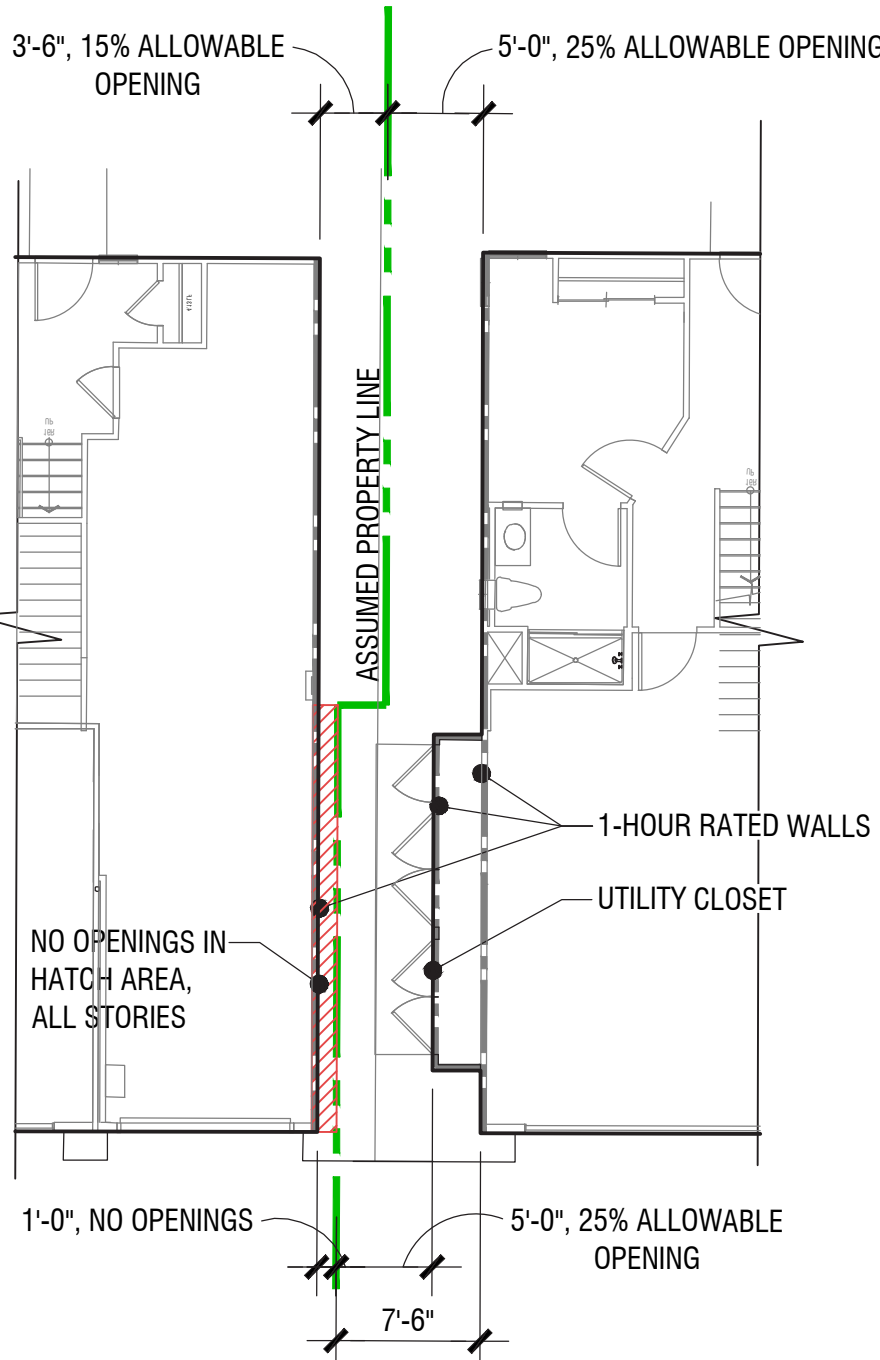
CBC SECTION 601 - FIRE RESISTIVE CONSTRUCTION

BUILDING ELEMENT	TYPE VB (R-2/U)
PRIMARY STRUCTURAL FRAME	0-HOUR
BEARING WALLS	
INTERIOR	0-HOUR
EXTERIOR	0-HOUR
NON-BEARING WALLS	
INTERIOR	0-HOUR
EXTERIOR	0-HOUR
FLOOR CONSTRUCTION	0-HOUR
ROOF CONSTRUCTION	0-HOUR



LEGEND

- FIRE LANE
- FIRE HOSE PULL
- FIRE HYDRANT



A TYPICAL FIRE SEPARATION DISTANCE

CBC SECTION 602 - RATING FOR EXTERIOR WALLS

FIRE SEPARATION DIST	RATING (R-2/U, TYPE VB)
X < 5 FT	1 HOUR
5 < X < 10 FT	1 HOUR
10 < X < 30 FT	0 HOUR
X > 30 FT	0 HOUR

CBC SECTION 702 - ALLOWABLE OPENINGS

FIRE SEPARATION DIST	ALLOWABLE AREA
0 TO < 3 FT	NOT PERMITTED (UNPROTCTD, SPINKLER)
3 TO < 5 FT	15% (UNPROTCTD, SPINKLER)
5 TO < 10 FT	25% (UNPROTCTD, SPINKLER)
10 TO < 15 FT	45% (UNPROTCTD, SPINKLER)
15 TO < 20 FT	75% (UNPROTCTD, SPINKLER)
25 FT +	NO LIMIT (UNPROTCTD, SPINKLER)

FIRE ACCESS NOTES

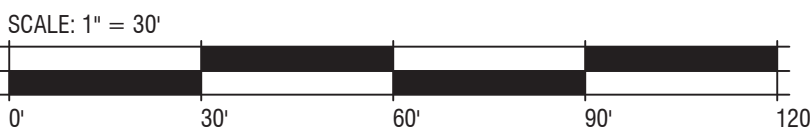
ELECTRICALLY OPERATED GATES (B-09 SECTION 5.F, CFC 503.6)

- In the event of loss of normal power to the gate operating mechanism, it shall be automatically transferred to a fail-safe mode allowing the gate to be pushed open by a single firefighter without any other actions, knowledge, or manipulation of the operating mechanism being necessary and without the use of battery back-up power, except as noted below. The manufacturer's specification sheet demonstrating compliance with this method of operation during power loss shall be provided or scanned directly onto the plan. Should the gate be too large or heavy for a single firefighter to open manually, a secondary source of reliable power by means of an emergency generator or a capacitor with enough reserve to automatically, immediately, and completely open the gate upon loss of primary power shall be provided for fail-open operation. A capacitor, but not a battery, may also be used for fail-open operation where the gate operating mechanism does not have a fail-safe mode.
 - A battery may only be used in place of fail-safe manual operation when the gate operator has a fail-open mode that will automatically, immediately, and completely open the gate and keep it open upon reaching a low power threshold, regardless of the presence of normal power.
- The gate control for electronic gates shall be operable by a Knox emergency override key switch (with dust cover). The key switch shall be placed between 42" and 48" above the roadway surface at the right side of the access gate within two feet of the edge of the roadway. The key switch shall be readily visible and unobstructed from the fire lane leading to the gate. The key switch shall be clearly labeled "FIRE DEPT."
- For electrically operated gates, the type of remote gate opening device that will be installed shall be noted on the plan. The remote opening device is required in addition to the Knox key switch. The remote opening systems currently available for use by OCFA are either optical or radio-controlled. Optical systems work the same as the traffic signal preemption system by using the emergency vehicle's strobe light to open the gate. The radio-controlled system opens the gate when the emergency responder clicks the receiver on an 800 MHz radio. A gate serving an individual single family residence or duplex is exempt from this requirement.
- Upon activation of the key switch, the gate shall open and remain open until returned to normal operation by means of the key switch. Where a gate consists of two leaves, the key switch shall open both simultaneously if operation of a single leaf on the ingress side does not provide for the width, turning radii, or setbacks necessary for fire apparatus to navigate the vehicle entry point.
- The key switch shall be labeled with a permanent red sign with not less than 1/2" contrasting letters reading "FIRE DEPT" or with a "Knox" decal. Note this requirement on the plan.
- Place the OCFA notes for electric gates on the plan verbatim. See Attachment 31.

FIRE SITE PLAN

BIGSBY

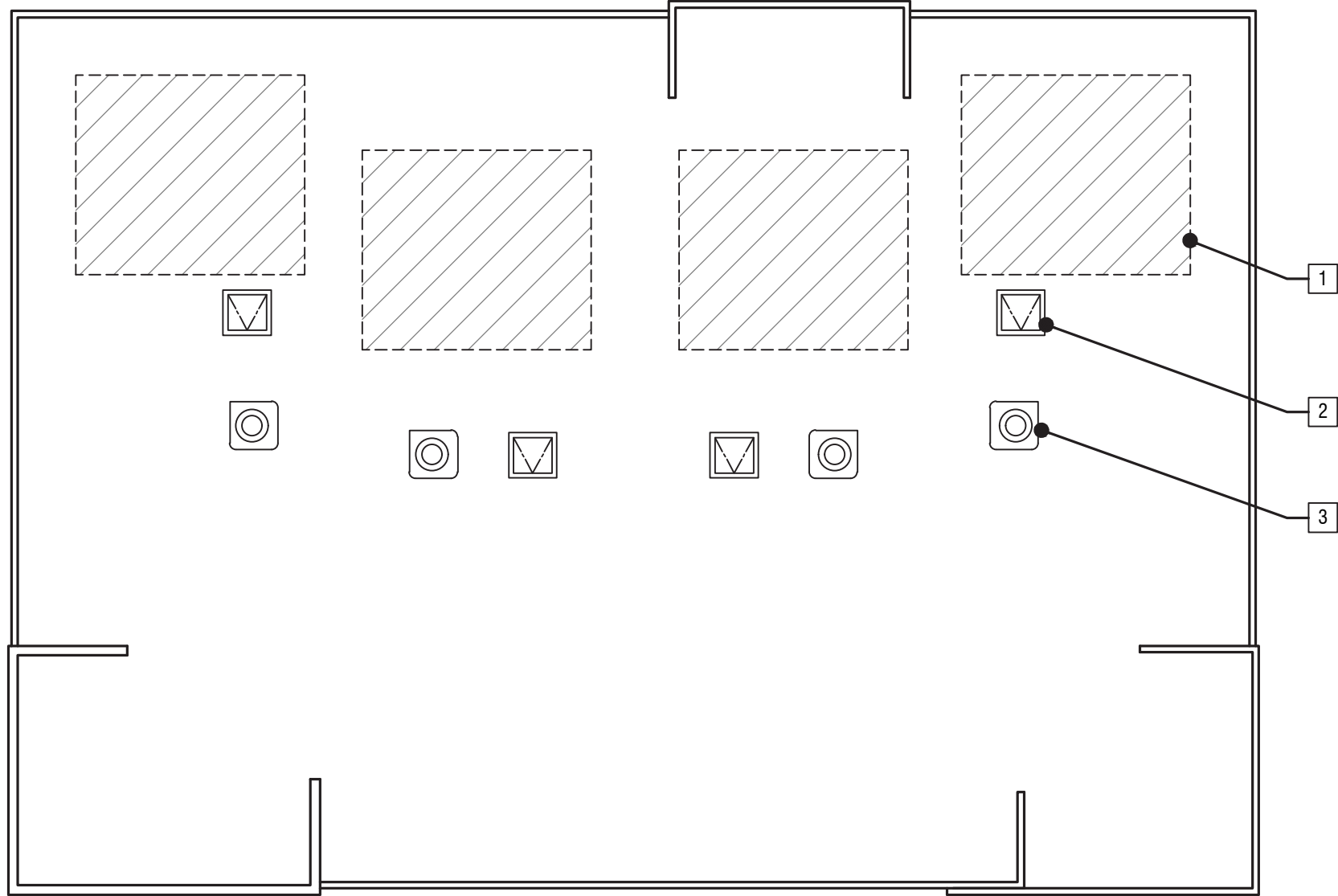
12200 BEACH BOULEVARD
STANTON, CA



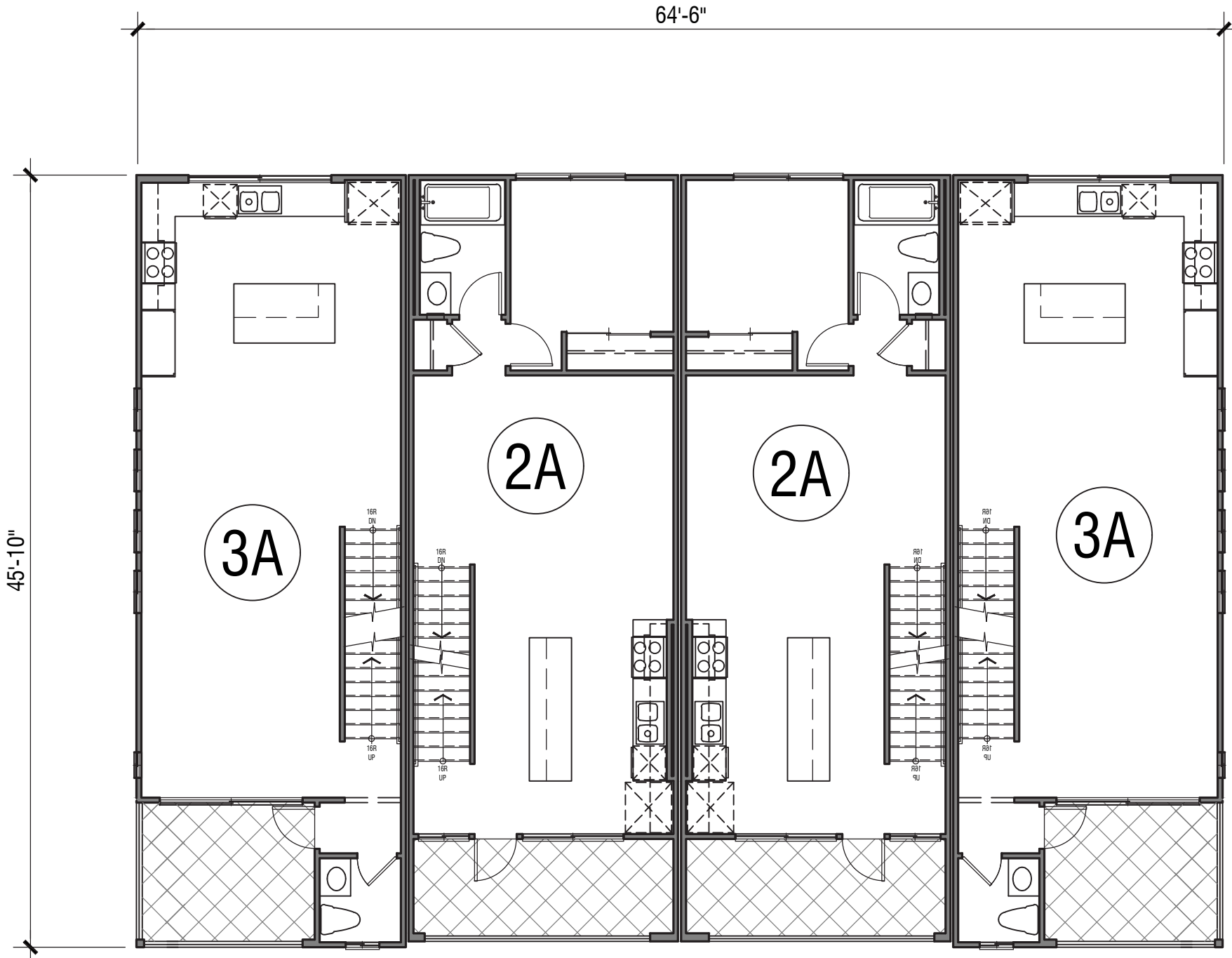
BUILDING TYPE A

Total Units	4 Units
Unit 2A	2 Units
Unit 3A	2 Units

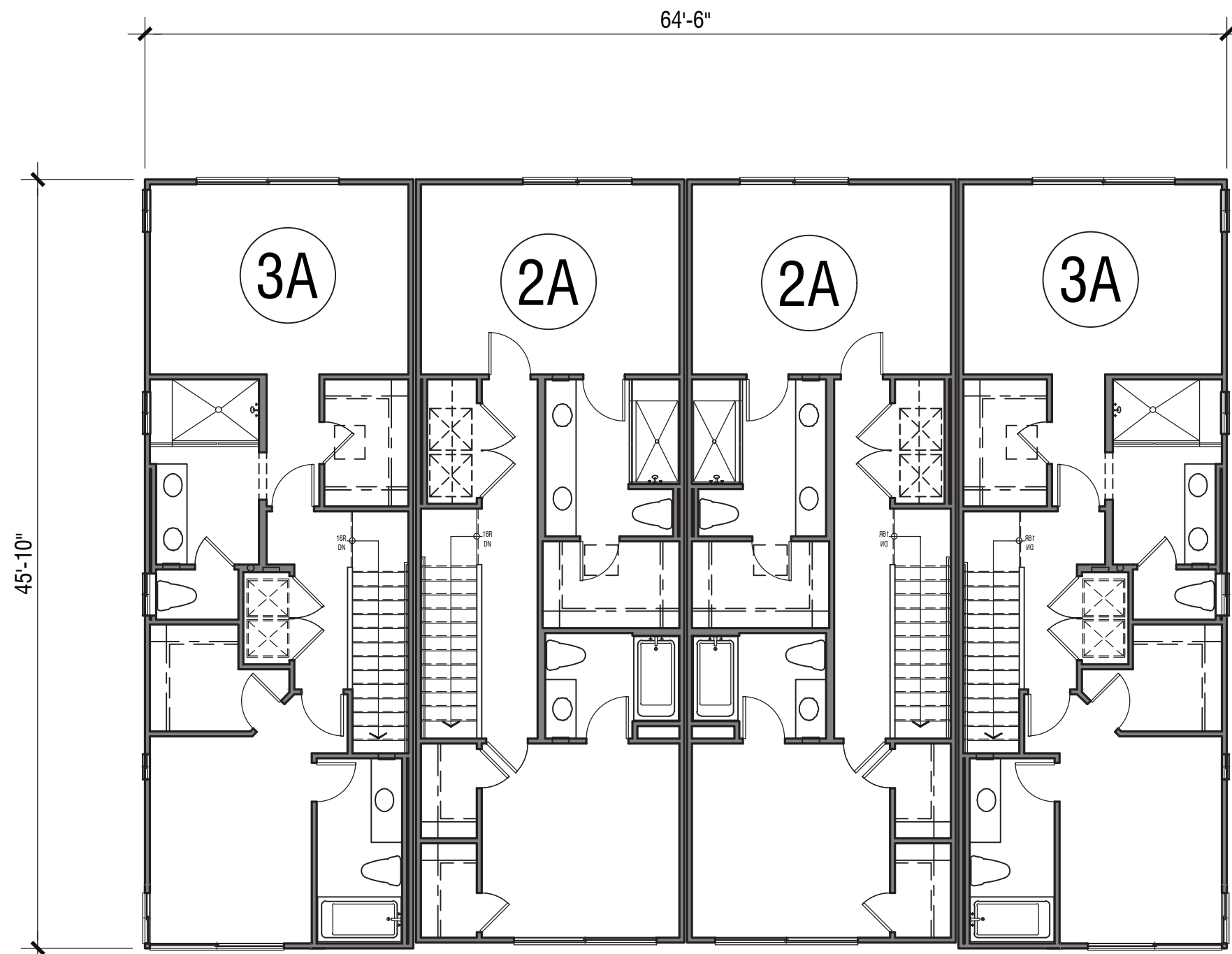
- Keynotes**
1. Potential Photovoltaic Panel Area. Final Location and Size to be determined prior to building permit, and shall comply with applicable codes and energy calculations
 2. 22”X24” Roof Access Hatch per CMC 304.3.1.1
 3. Mechanical Condensor Unit, roof mount



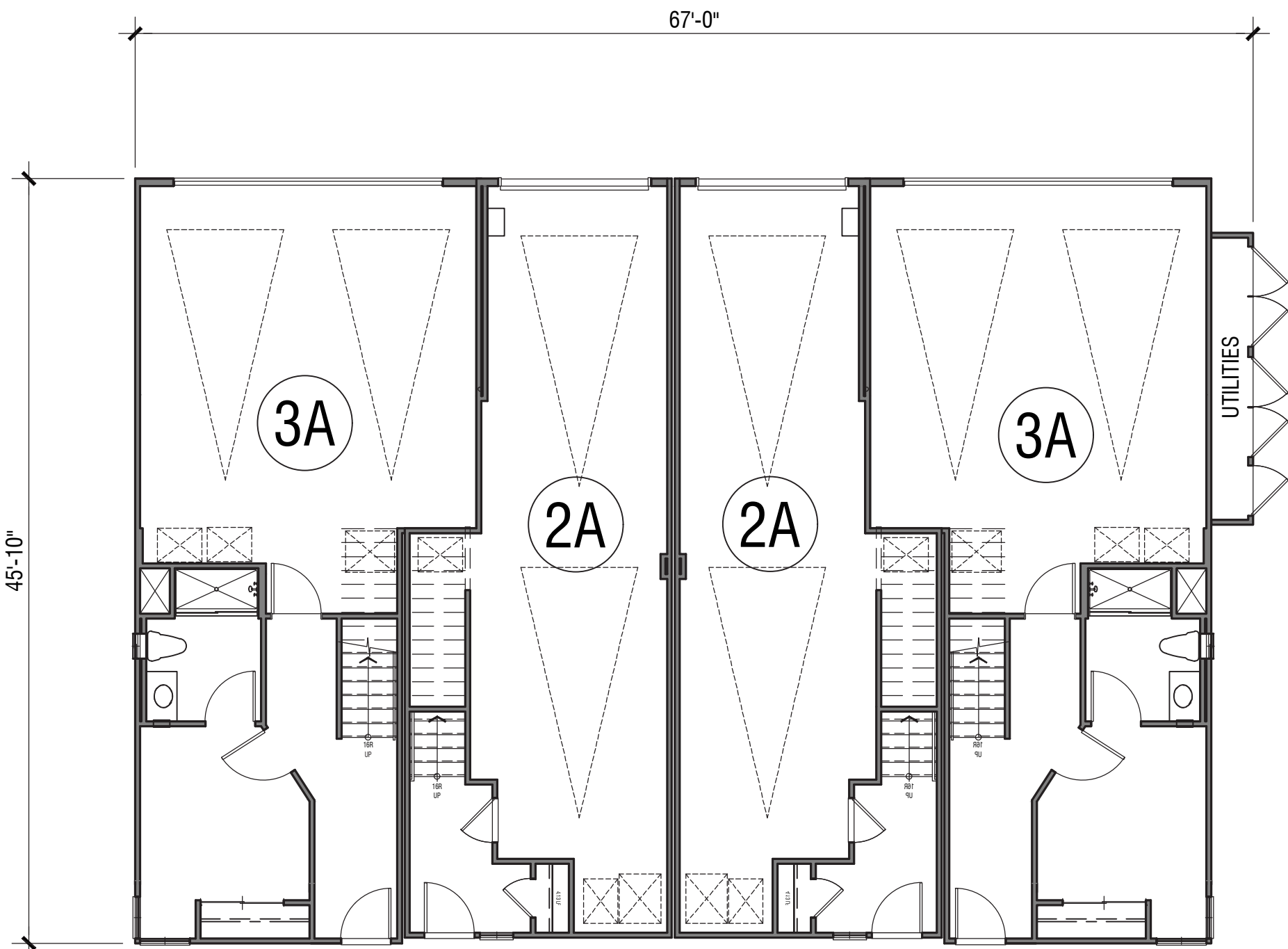
ROOF PLAN



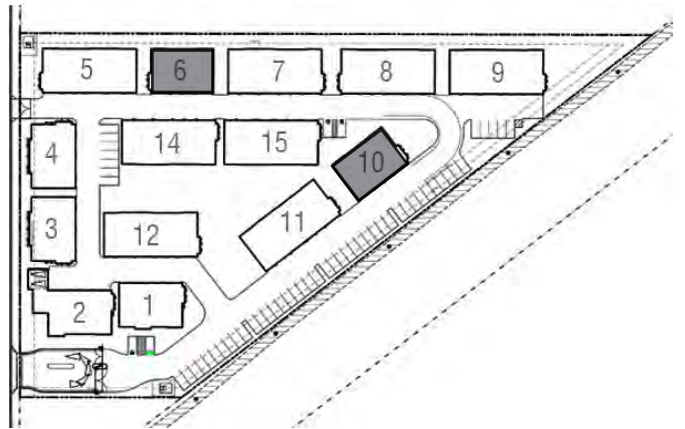
LEVEL 2



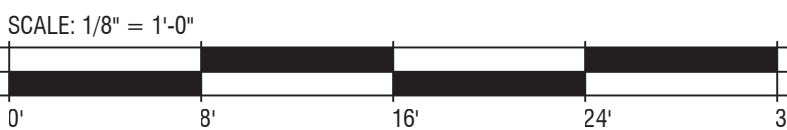
LEVEL 3



LEVEL 1



KEYPLAN



BUILDING TYPE A | BUILDING PLANS
BUILDINGS #6, 10

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12200 BEACH BOULEVARD
STANTON, CA

A2.10

SIXTH CITY SUBMITTAL - SCHEMATIC DESIGN

2020110.01 | 07-15-2021

- EXTERIOR FINISHES**
- 1. Exterior Cement Plaster
 - 2. Exterior Cement Plaster Trim
 - 3. Tile with Simulated Wood Finish
 - 4. Painted Awning
 - 5. Metal Guardrail, Painted
 - 6. Vinyl Window
 - 7. Plaster Reveal



REAR



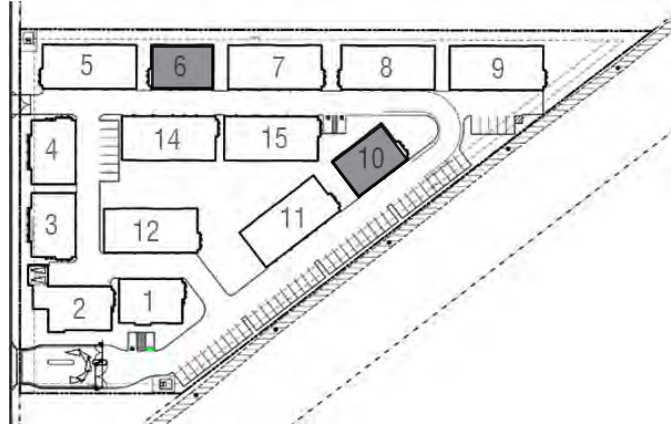
RIGHT



LEFT

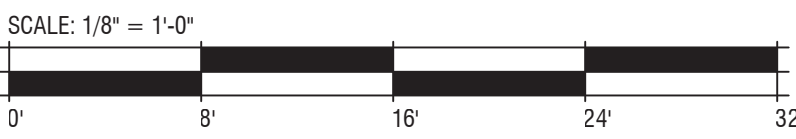


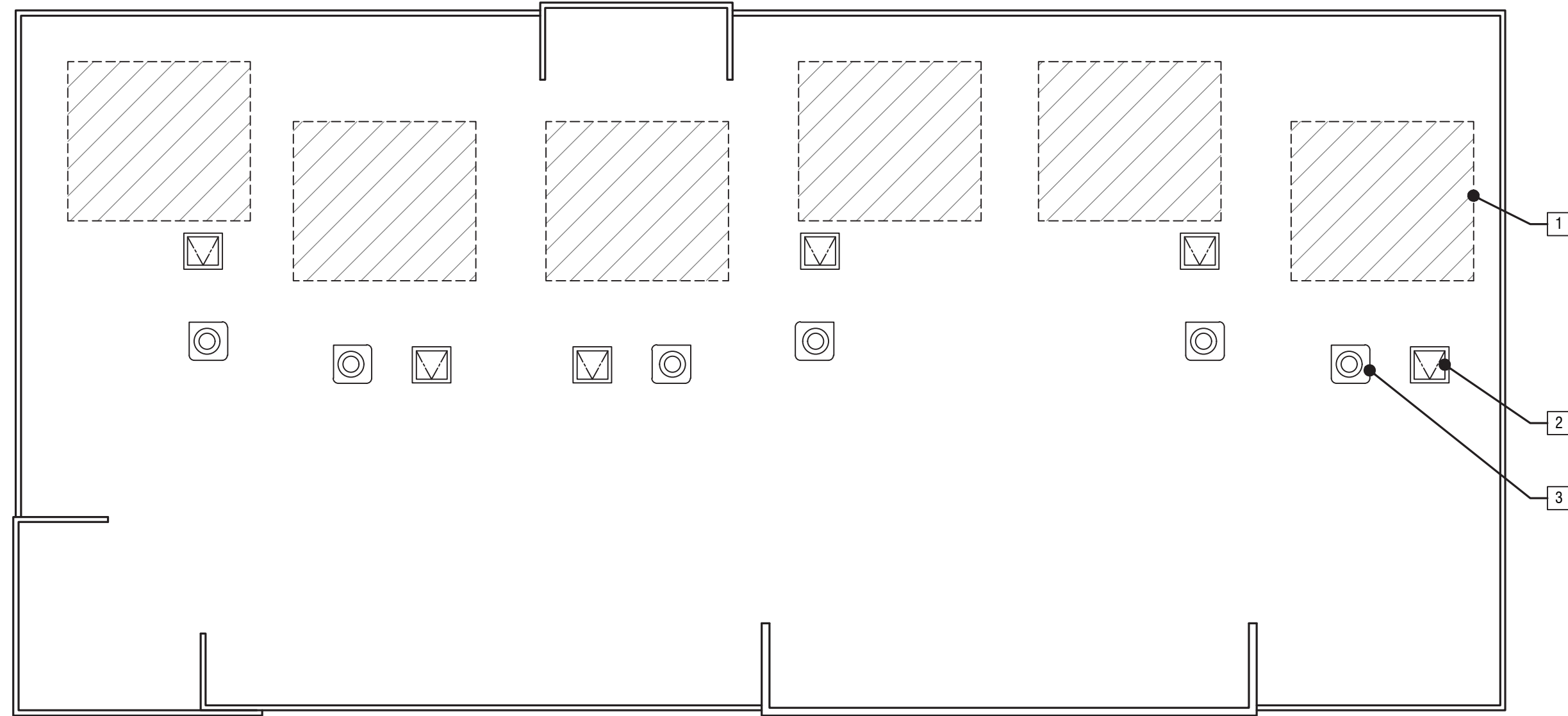
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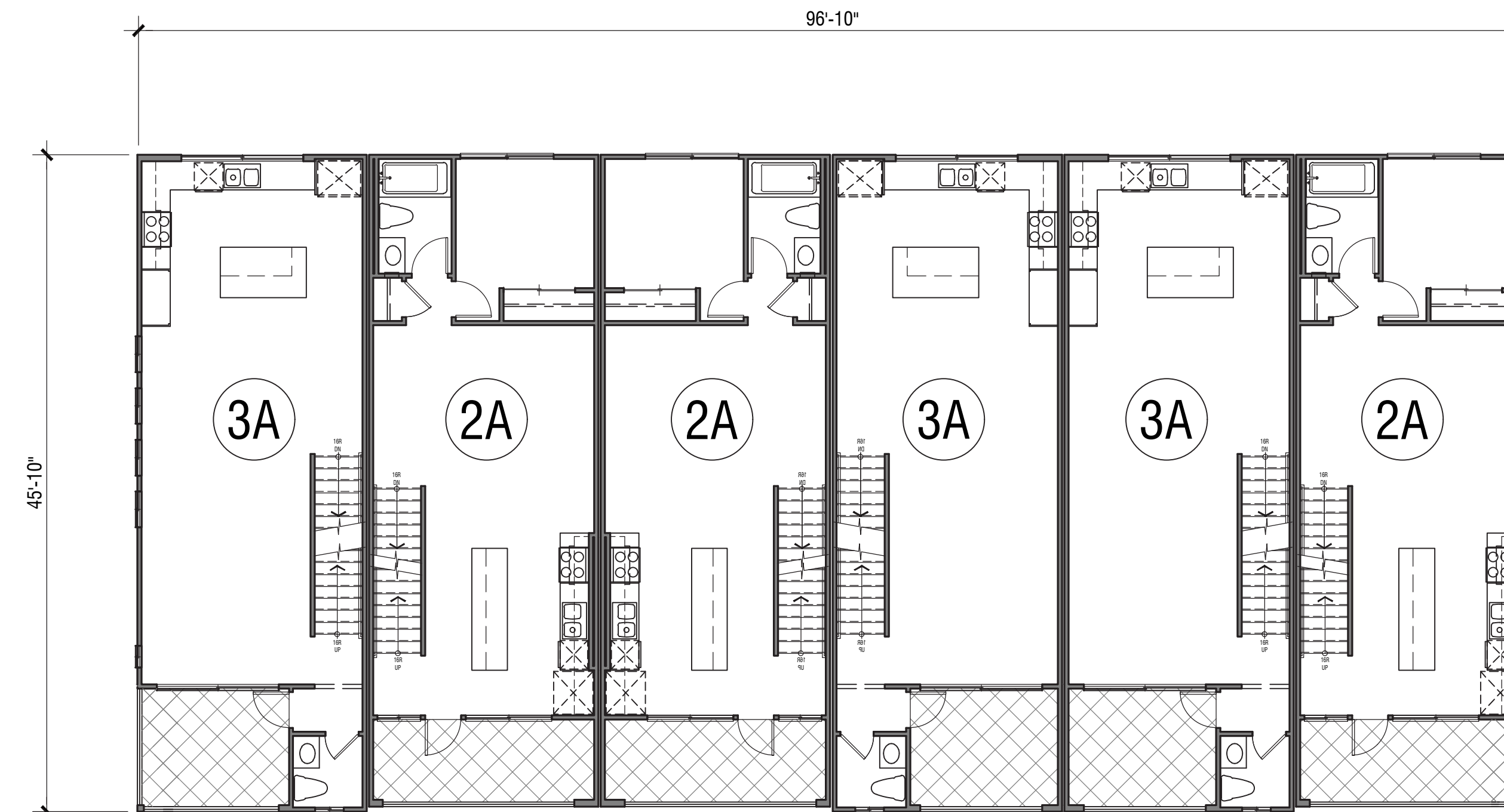
KEYPLAN

BUILDING TYPE A | ELEVATIONS
COLOR SCHEME 'Y' | BUILDINGS #6, 10

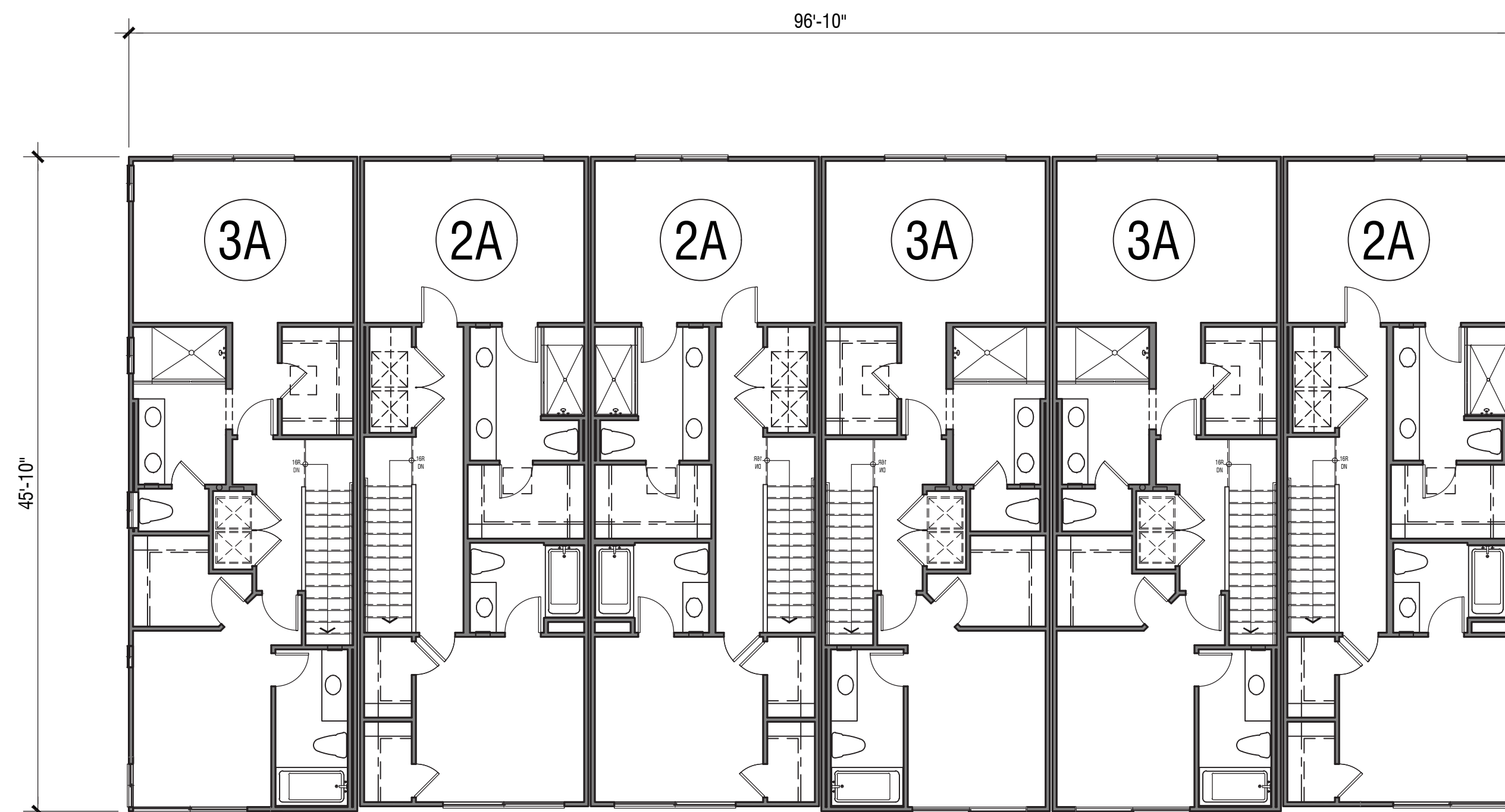




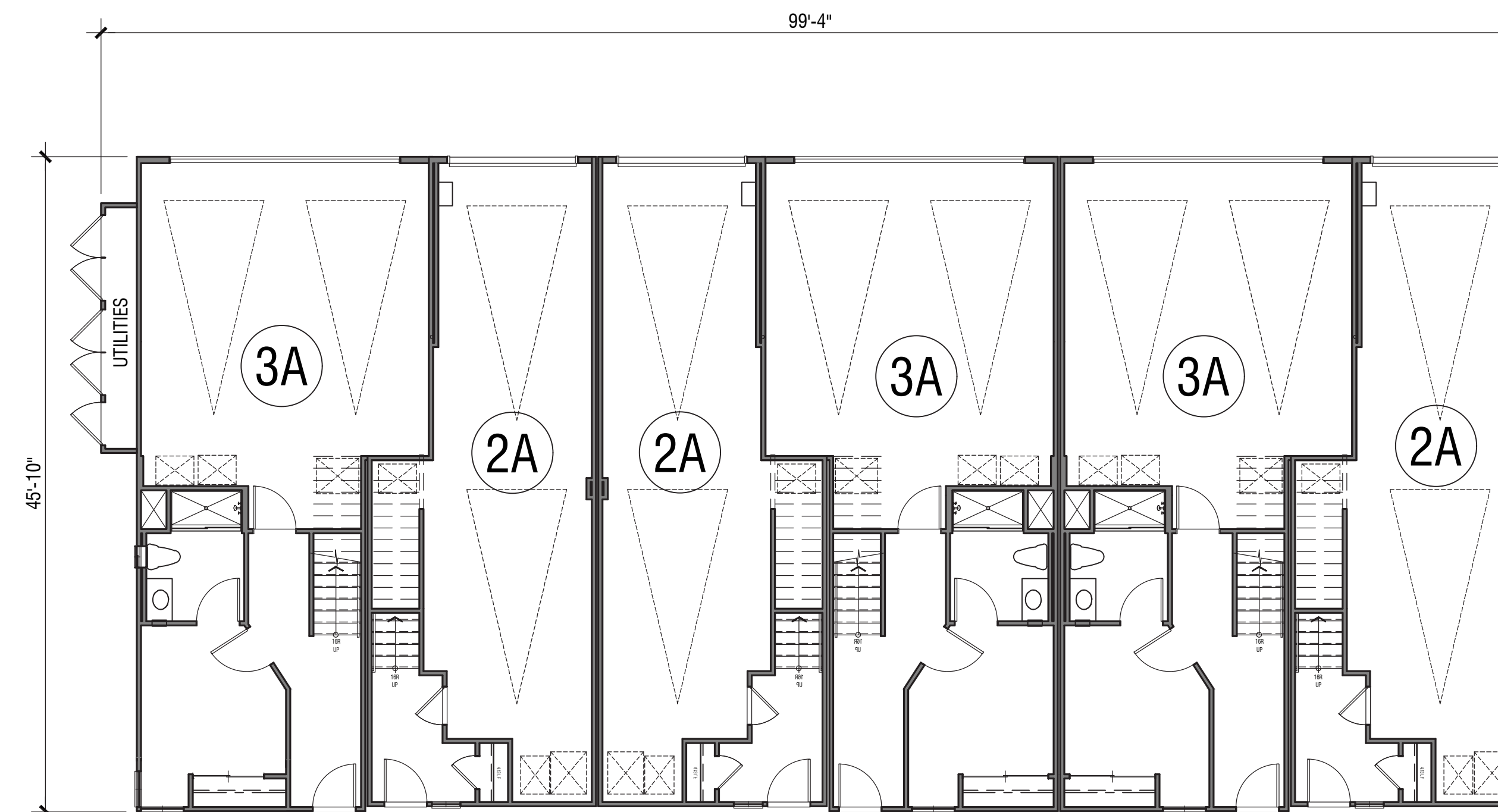
ROOF PLAN



LEVEL 2



LEVEL 3



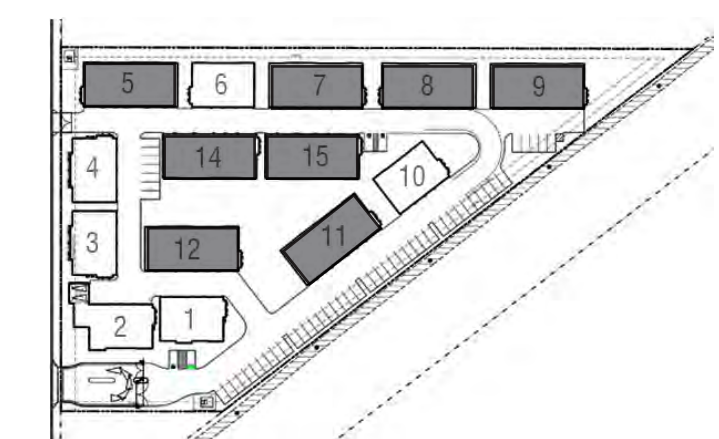
LEVEL 1

BUILDING TYPE B

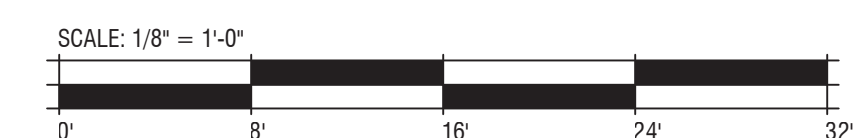
Total Units	6 Units
Unit 2A	3 Units
Unit 3A	3 Units

Keynotes

1. Potential Photovoltaic Panel Area. Final Location and Size to be determined prior to building permit, and shall comply with applicable codes and energy calculations
2. 22"X24" Roof Access Hatch per CMC 304.3.1.1
3. Mechanical Condensor Unit, roof mount



KEYPLAN



BUILDING TYPE B | BUILDING PLANS

BUILDINGS #5,7,8,9,11,14,15

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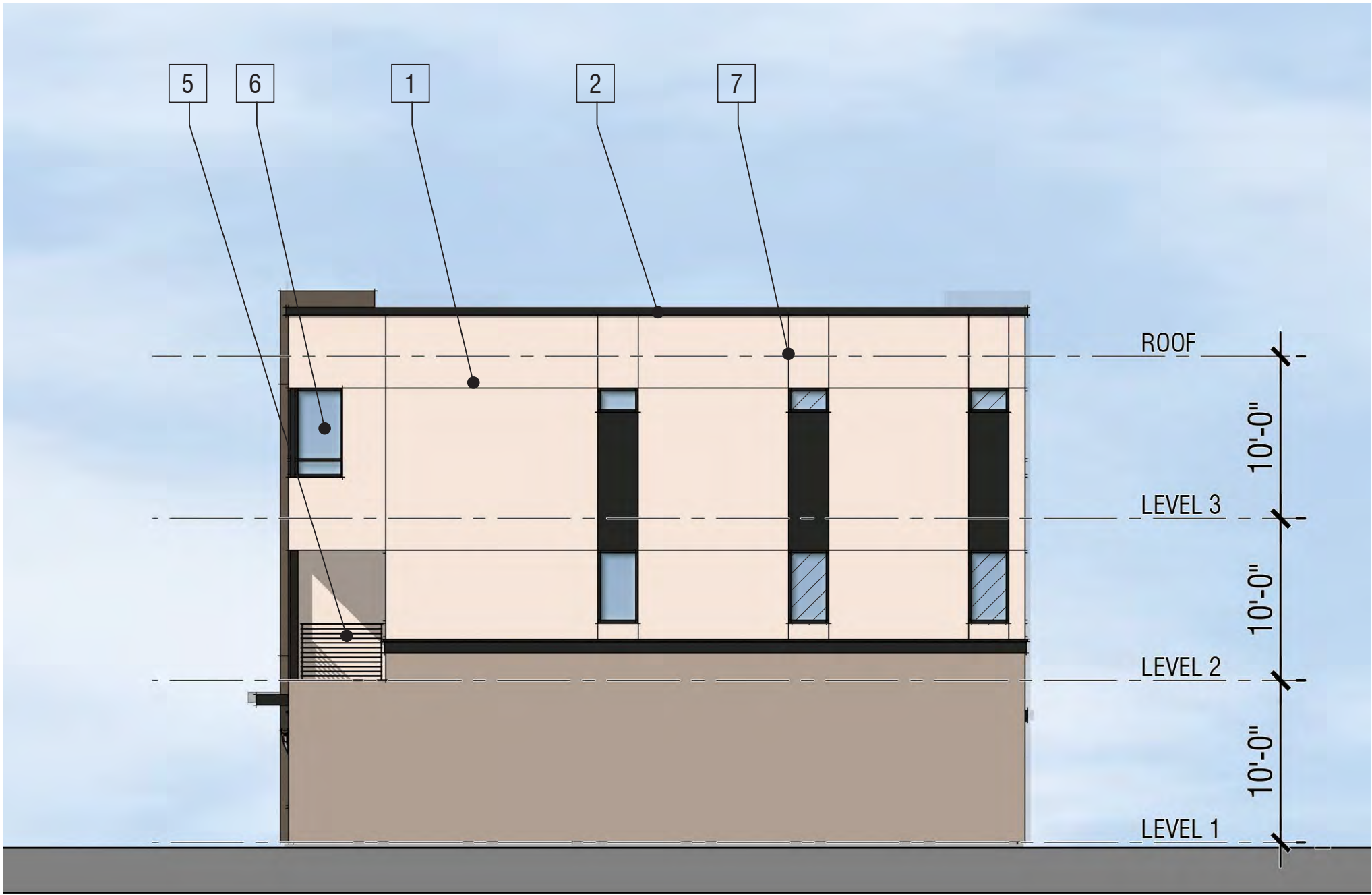
A2.20

SIXTH CITY SUBMITTAL - SCHEMATIC DESIGN

2020110.01 | 07-15-2021



REAR



RIGHT



LEFT



FRONT
AT BUILDINGS #5,11,14

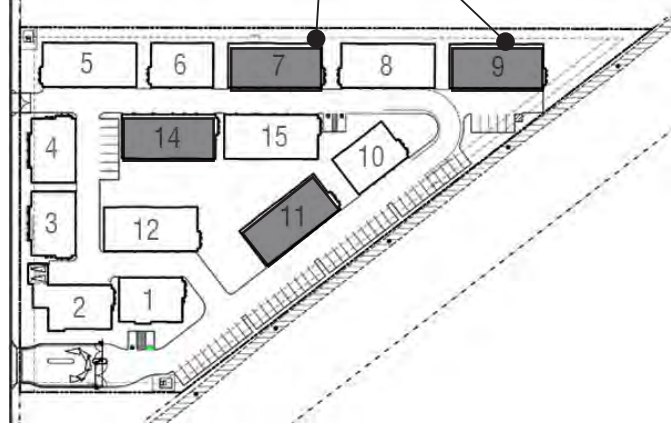
EXTERIOR FINISHES

- 1. Exterior Cement Plaster
- 2. Exterior Cement Plaster Trim
- 3. Tile with Simulated Wood Finish
- 4. Painted Awning
- 5. Metal Guardrail, Painted
- 6. Vinyl Window
- 7. Plaster Reveal

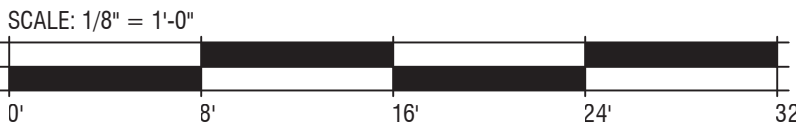
LEGEND

Hatch Indicates Window to be Omitted at Location per Fire Site Plan

See Sheet A2.23
for Front Elevation



KEYPLAN



BUILDING TYPE B | ELEVATIONS
COLOR SCHEME 'X' | BUILDINGS #7,9,11,14

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12200 BEACH BOULEVARD
STANTON, CA

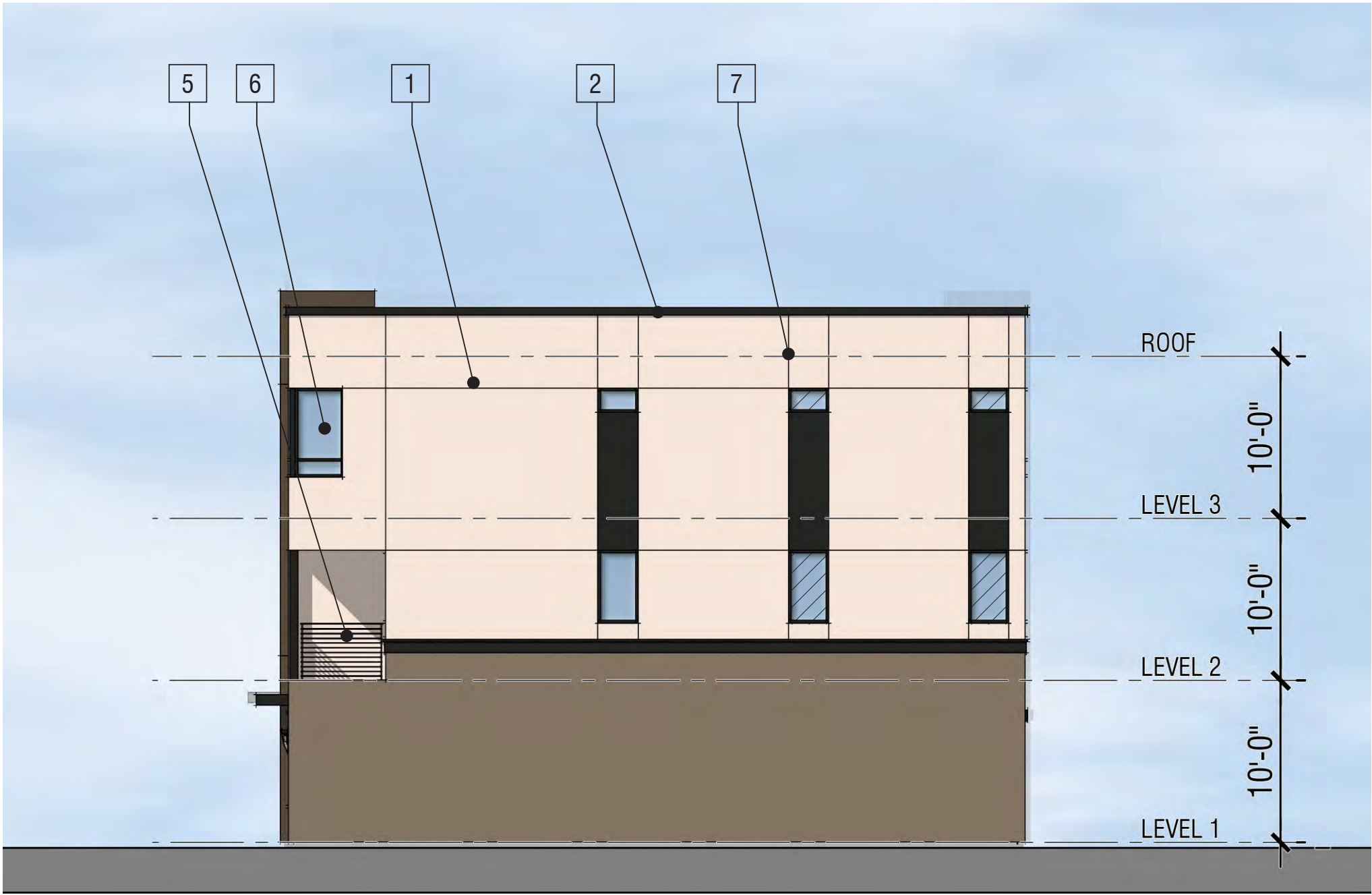
A2.21

SIXTH CITY SUBMITTAL - SCHEMATIC DESIGN

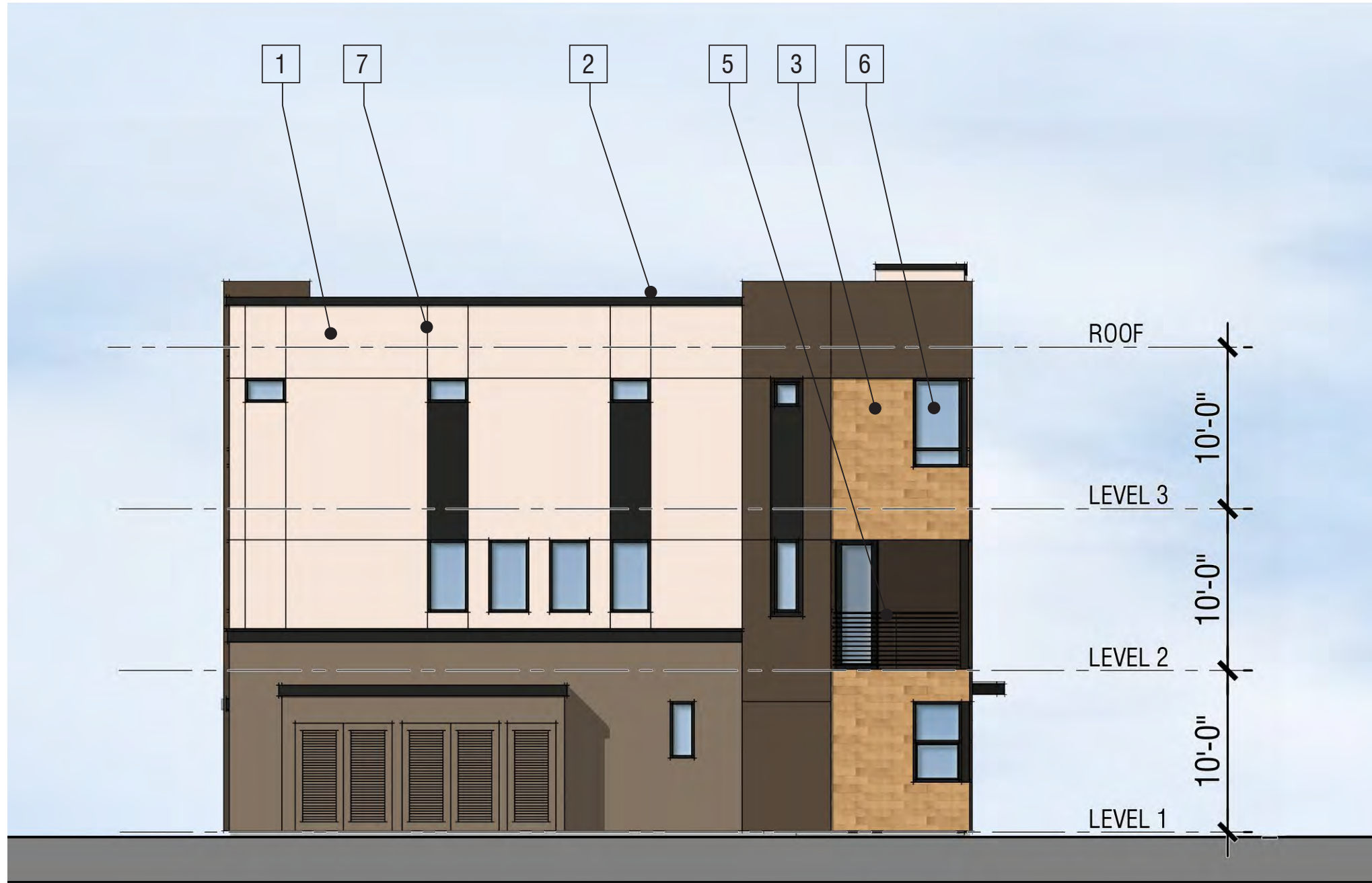
2020110.01 | 07-15-2021



REAR



RIGHT



LEFT



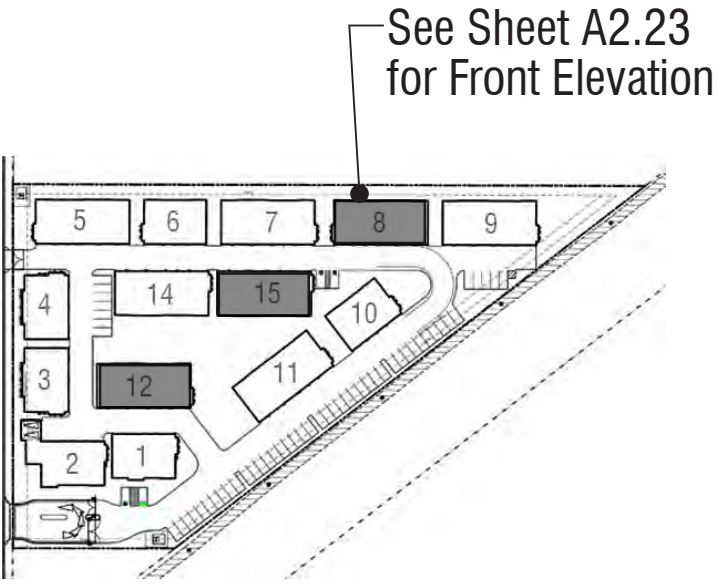
FRONT
AT BUILDINGS #12,15

EXTERIOR FINISHES

1. Exterior Cement Plaster
2. Exterior Cement Plaster Trim
3. Tile with Simulated Wood Finish
4. Painted Awning
5. Metal Guardrail, Painted
6. Vinyl Window
7. Plaster Reveal

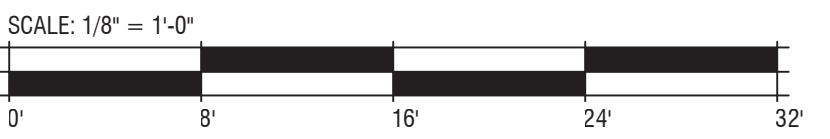
LEGEND

Hatch Indicates Window to be Omitted at Location per Fire Site Plan



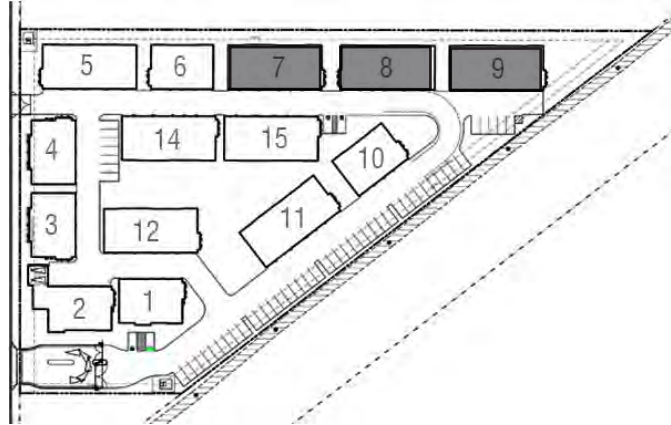
KEYPLAN

BUILDING TYPE B | ELEVATIONS
COLOR SCHEME 'Y' | BUILDINGS #8,12,15

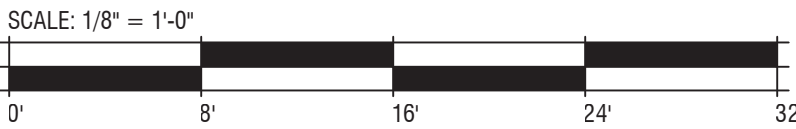


EXTERIOR FINISHES

- 1. Exterior Cement Plaster
- 2. Exterior Cement Plaster Trim
- 3. Tile with Simulated Wood Finish
- 4. Painted Awning
- 5. Metal Guardrail, Painted
- 6. Vinyl Window
- 7. Plaster Reveal



KEYPLAN



BUILDING TYPE B | ELEVATIONS
ALTERNATE ELEVATIONS | BUILDINGS #7,8,9

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12200 BEACH BOULEVARD
STANTON, CA

A2.23

SIXTH CITY SUBMITTAL - SCHEMATIC DESIGN

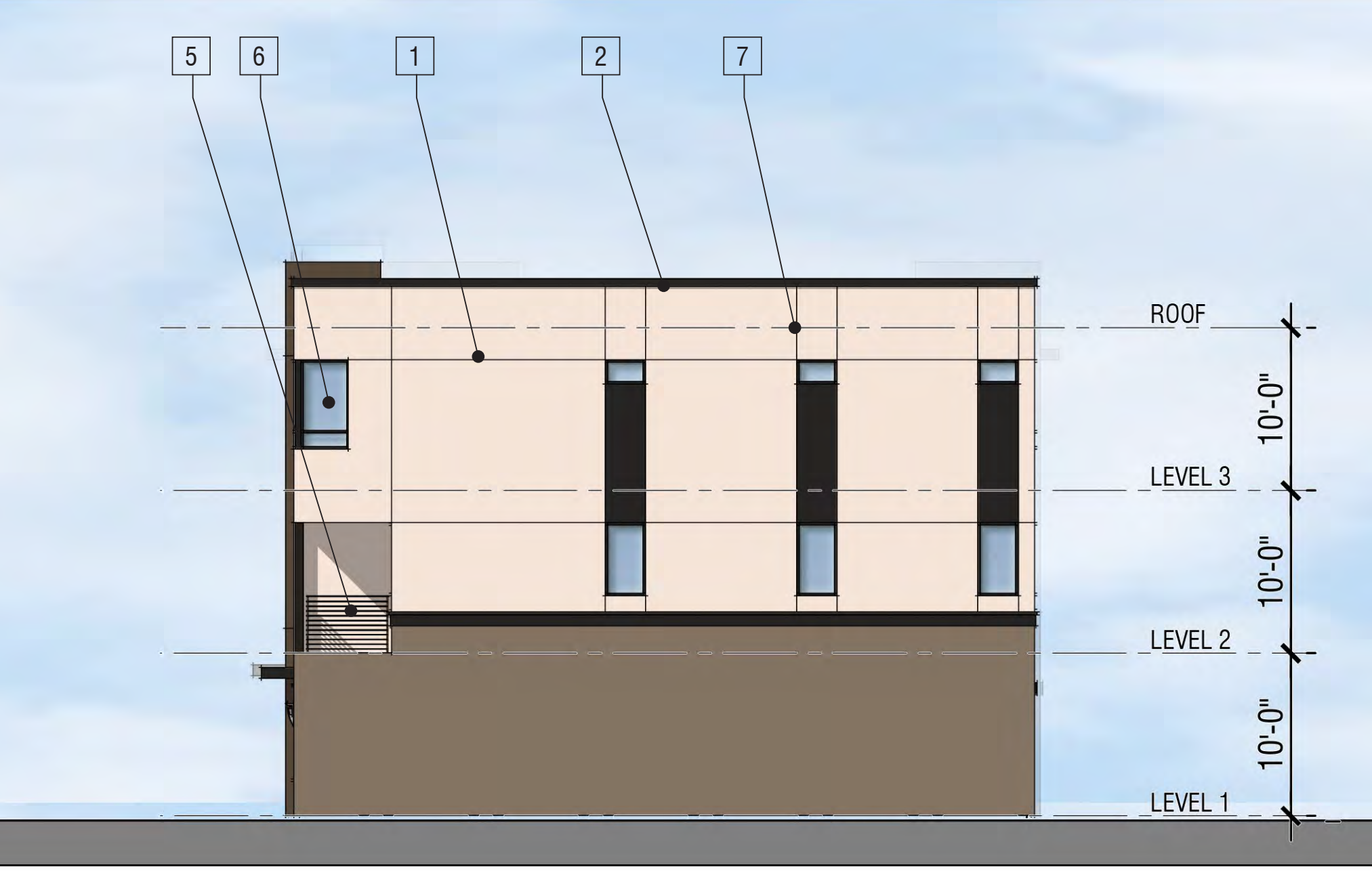
2020110.01 | 07-15-2021

EXTERIOR FINISHES

- 1. Exterior Cement Plaster
- 2. Exterior Cement Plaster Trim
- 3. Tile with Simulated Wood Finish
- 4. Painted Awning
- 5. Metal Guardrail, Painted
- 6. Vinyl Window
- 7. Plaster Reveal
- 8. Horizontal Fibercement Siding
- 9. Brick Veneer



REAR



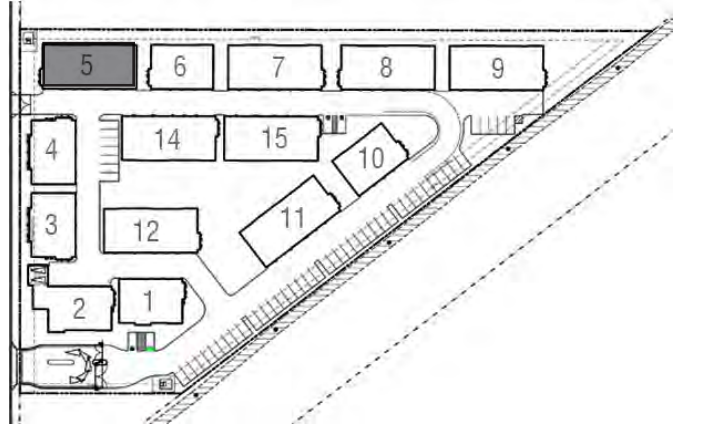
RIGHT



LEFT
FACING BEACH BLVD

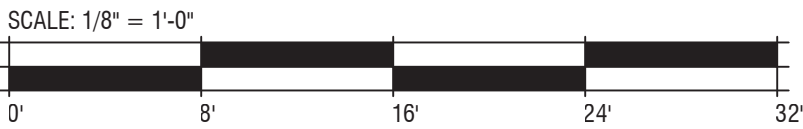


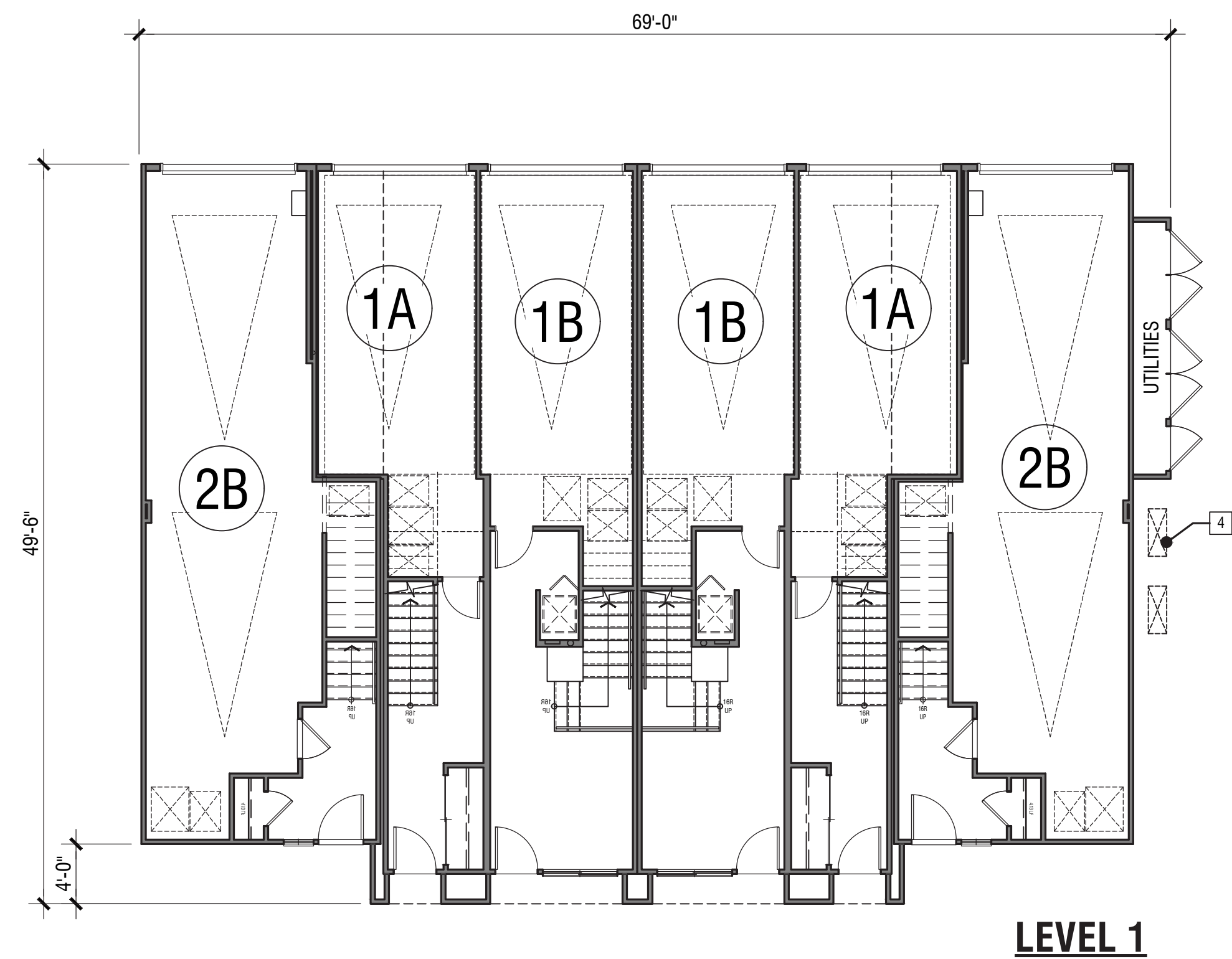
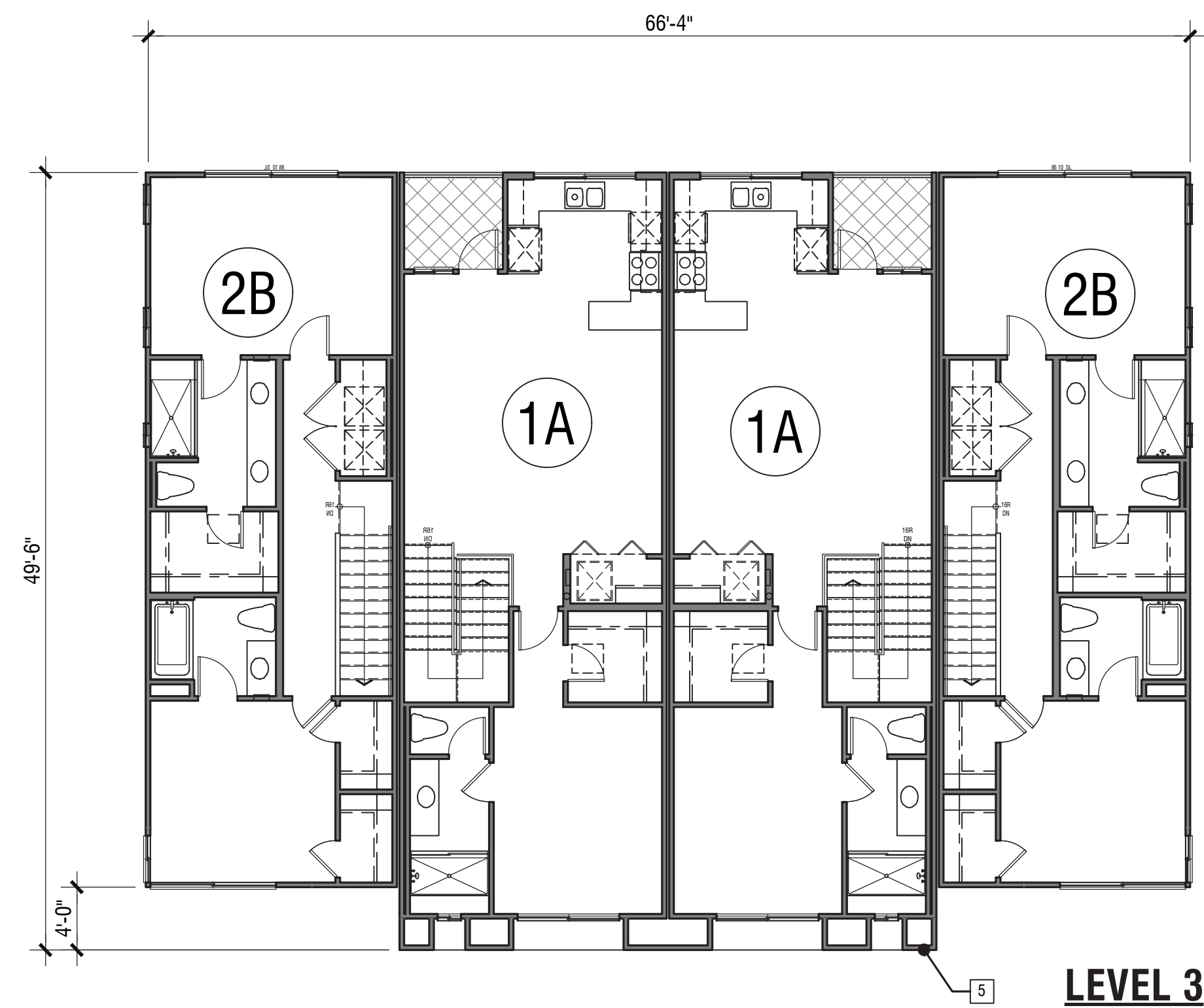
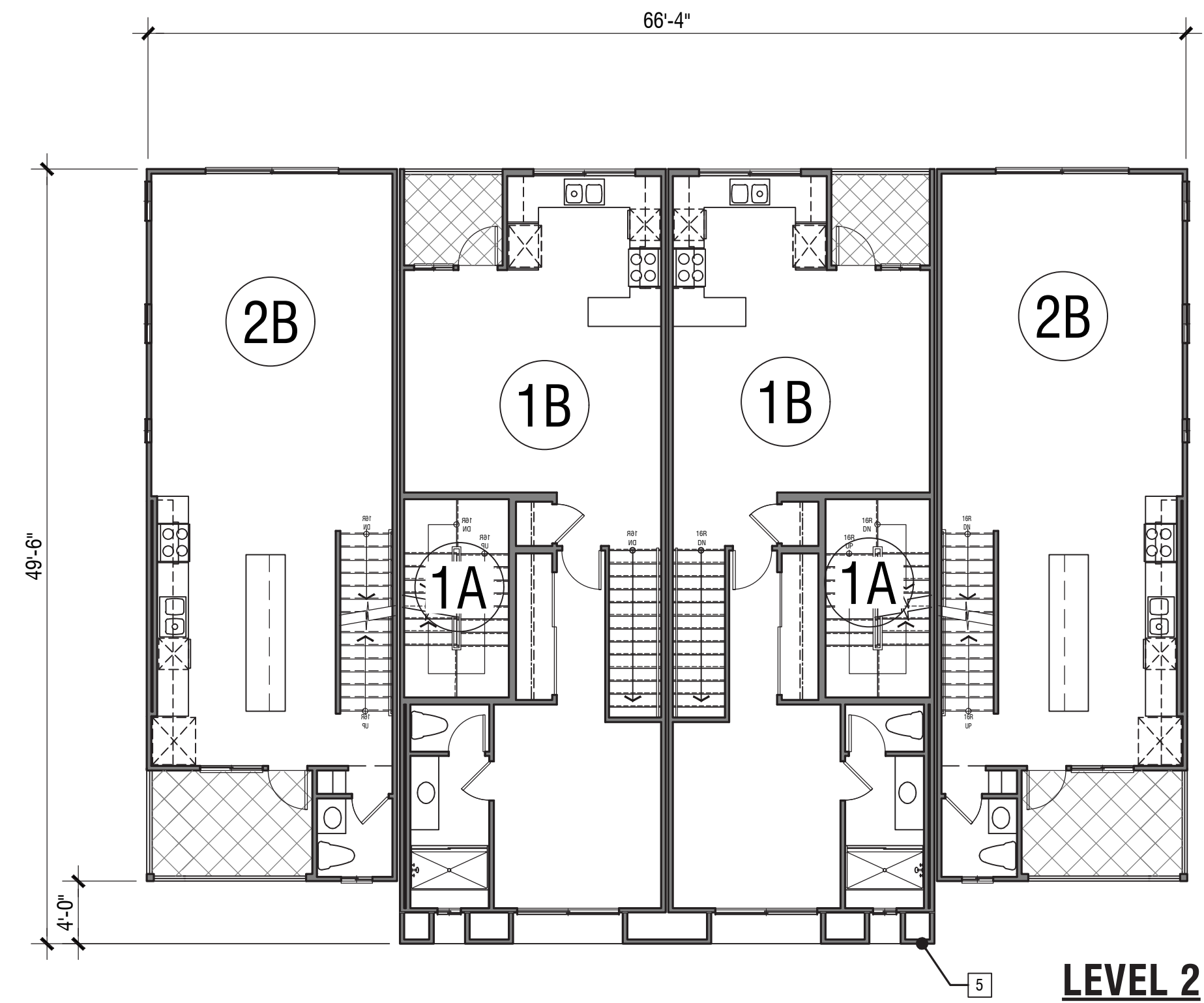
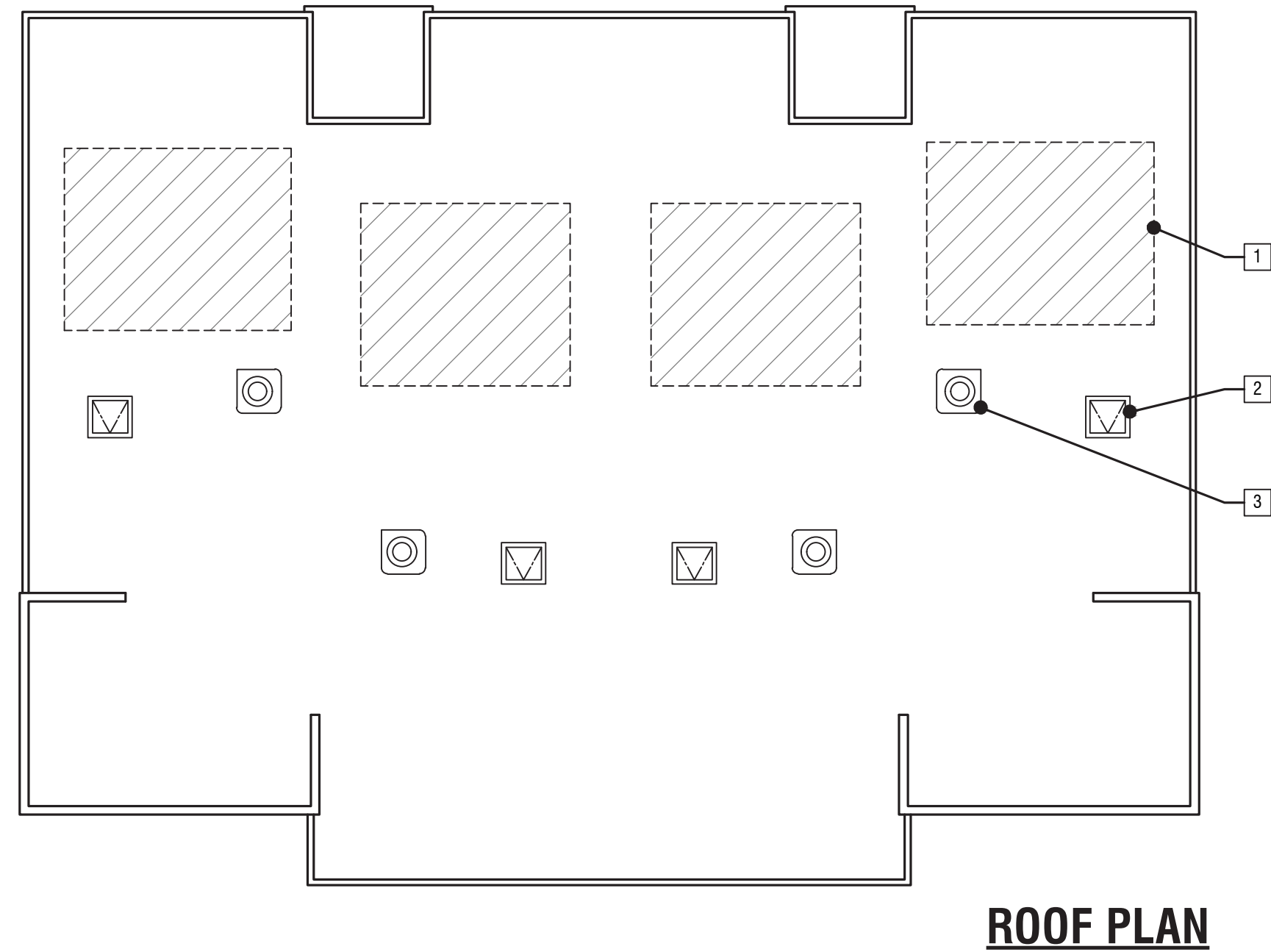
FRONT



KEYPLAN

BUILDING TYPE B | ELEVATIONS
COLOR SCHEME 'X' | BUILDINGS #5



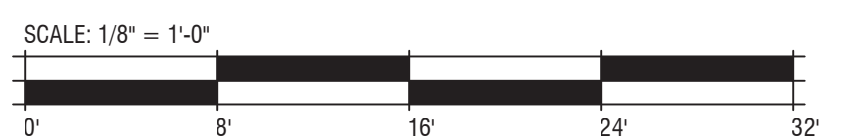
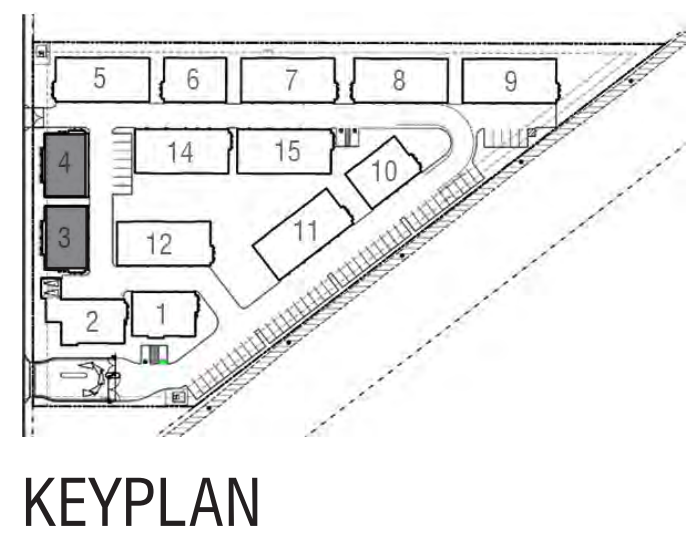


BUILDING TYPE D

Total Units	6 Units
Unit 1A	2 Units
Unit 1B	2 Units
Unit 2B	2 Units

Keynotes

1. Potential Photovoltaic Panel Area. Final Location and Size to be determined prior to building permit, and shall comply with applicable codes and energy calculations
2. 22"X24" Roof Access Hatch per CMC 304.3.1.1
3. Mechanical Condensor Unit, roof mount
4. Mechanical Condensor Unit, at grade
5. Furring wall only occurs at street facing buildings



BUILDING TYPE D | BUILDING PLANS

BUILDINGS #3,4

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12200 BEACH BOULEVARD
STANTON, CA

A2.40

SIXTH CITY SUBMITTAL - SCHEMATIC DESIGN

2020110.01 | 07-15-2021

- EXTERIOR FINISHES**
- 1. Exterior Cement Plaster
 - 2. Exterior Cement Plaster Trim
 - 3. Tile with Simulated Wood Finish
 - 4. Painted Awning
 - 5. Metal Guardrail, Painted
 - 6. Vinyl Window
 - 7. Plaster Reveal
 - 8. Horizontal Fibercement Siding
 - 9. Brick Veneer



REAR



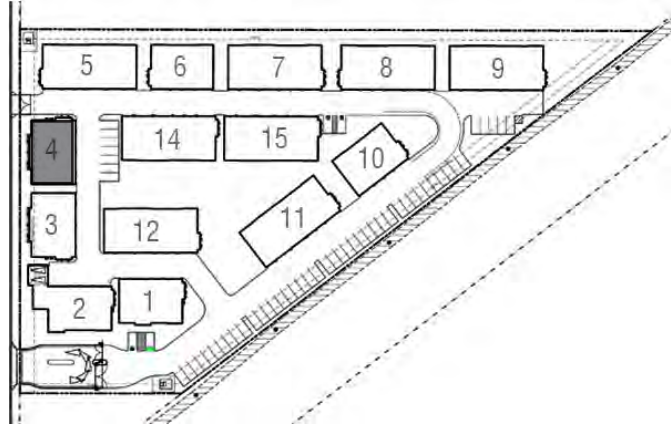
RIGHT



LEFT

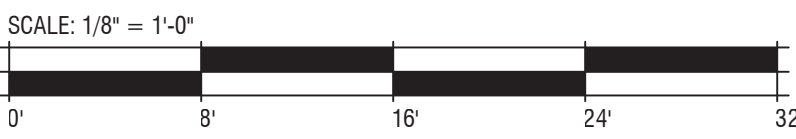


FRONT



KEYPLAN

BUILDING TYPE D | ELEVATIONS
COLOR SCHEME 'X' | BUILDING #4



EXTERIOR FINISHES

- 1. Exterior Cement Plaster
- 2. Exterior Cement Plaster Trim
- 3. Tile with Simulated Wood Finish
- 4. Painted Awning
- 5. Metal Guardrail, Painted
- 6. Vinyl Window
- 7. Plaster Reveal
- 8. Horizontal Fibercement Siding
- 9. Brick Veneer



REAR



RIGHT



LEFT



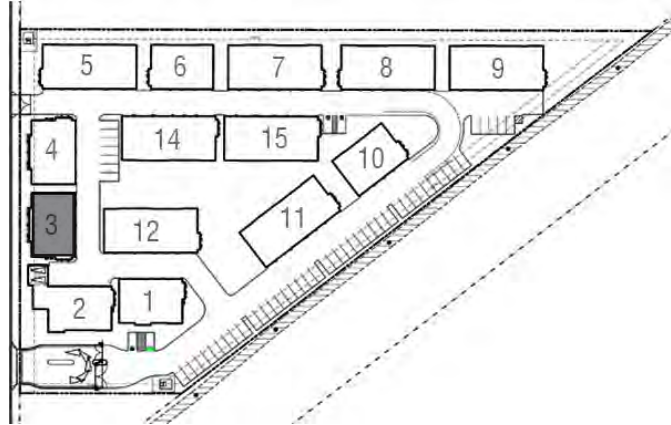
2B

1A/1B

1A/1B

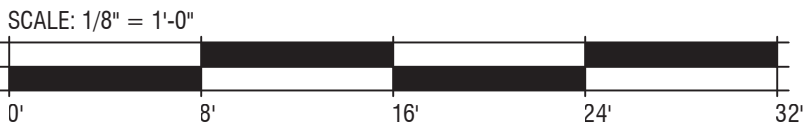
2B

FRONT



KEYPLAN

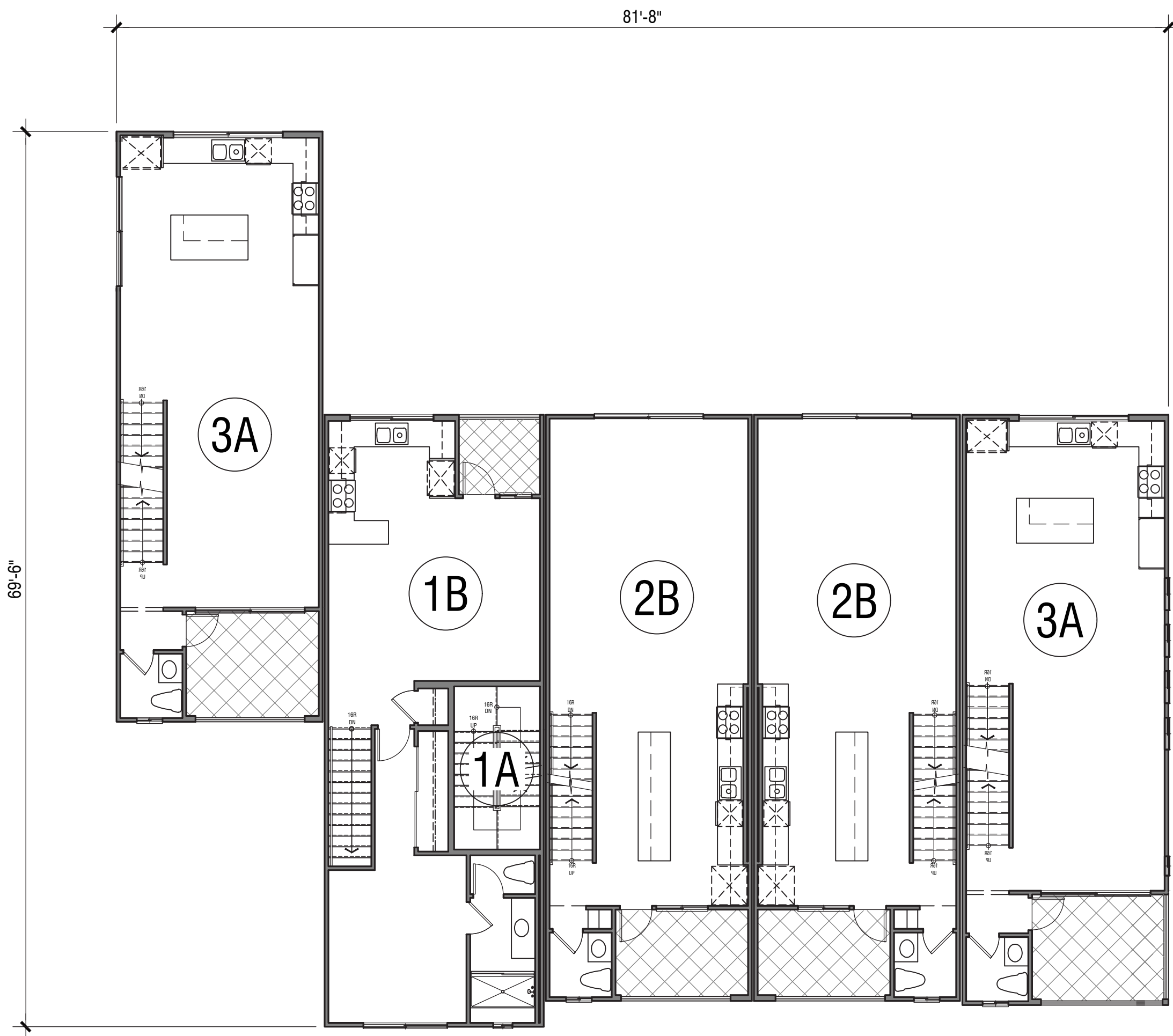
BUILDING TYPE D | ELEVATIONS
COLOR SCHEME 'Y' | BUILDINGS #3



BUILDING TYPE E

Total Units	6 Units
Unit 1A	1 Units
Unit 1B	1 Units
Unit 2B	2 Units
Unit 3A	2 Units

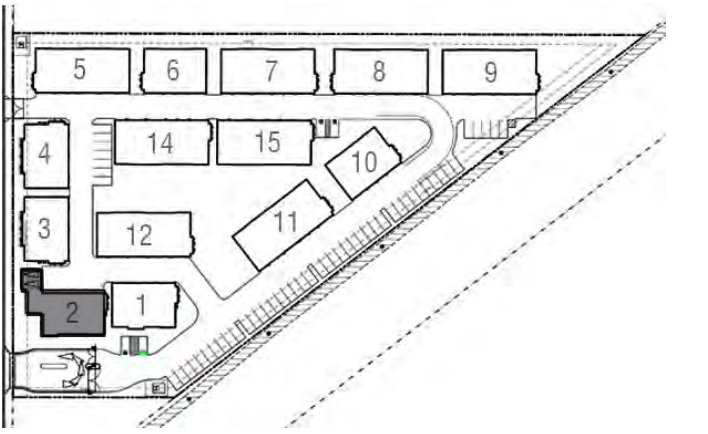
- Keynotes
1. Potential Photovoltaic Panel Area. Final Location and Size to be determined prior to building permit, and shall comply with applicable codes and energy calculations
 2. 22”X24” Roof Access Hatch per CMC 304.3.1.1
 3. Mechanical Condensor Unit, roof mount
 4. Mechanical Condensor Unit, at grade



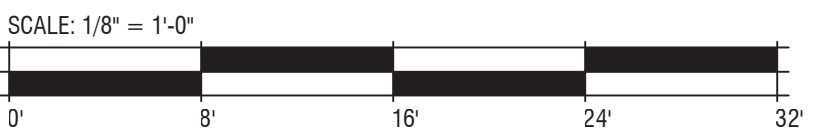
LEVEL 2



LEVEL 1



KEYPLAN



BUILDING TYPE E | BUILDING PLANS
BUILDINGS #2

BIGSBY

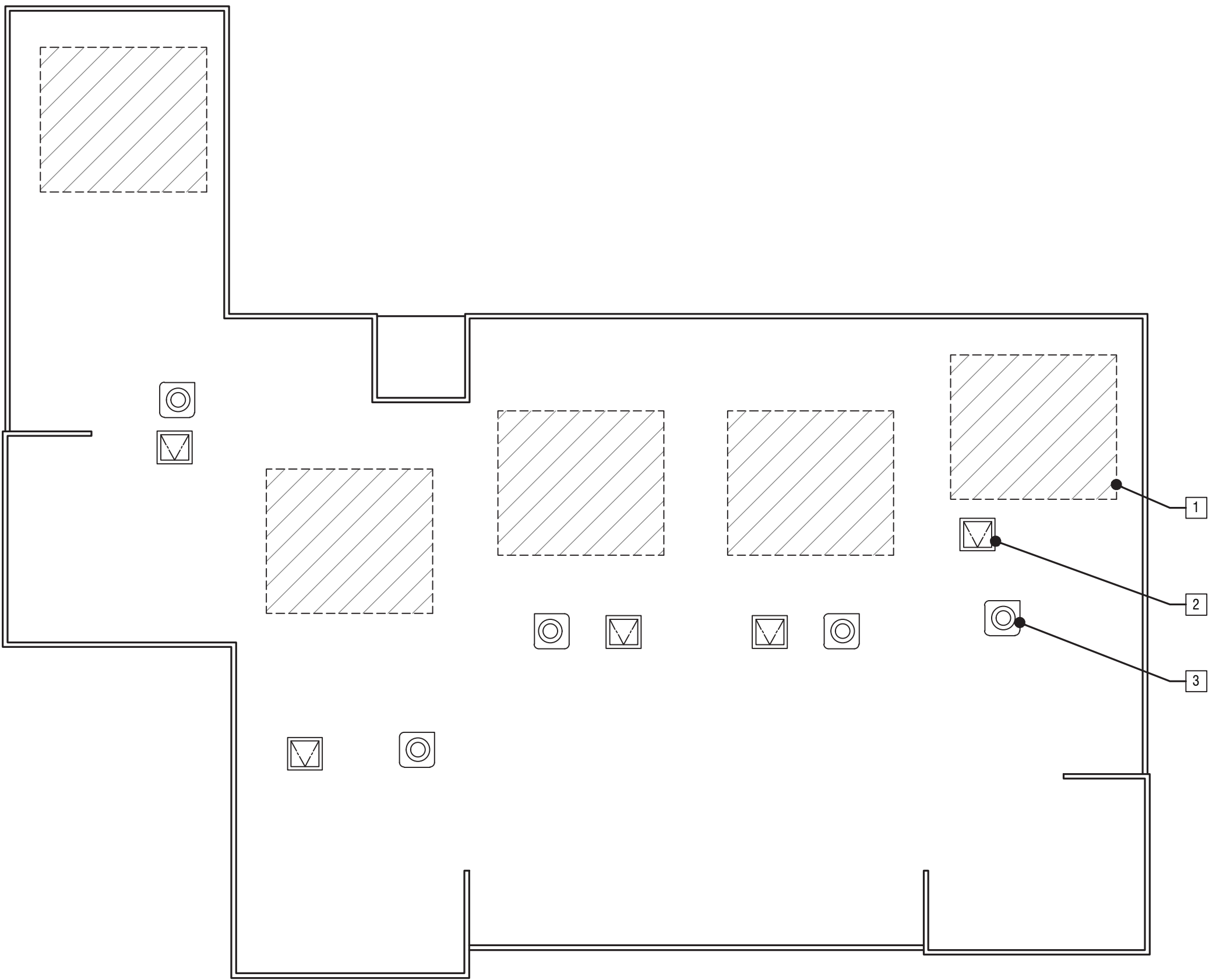
12200 BEACH BOULEVARD
STANTON, CA

A2.50

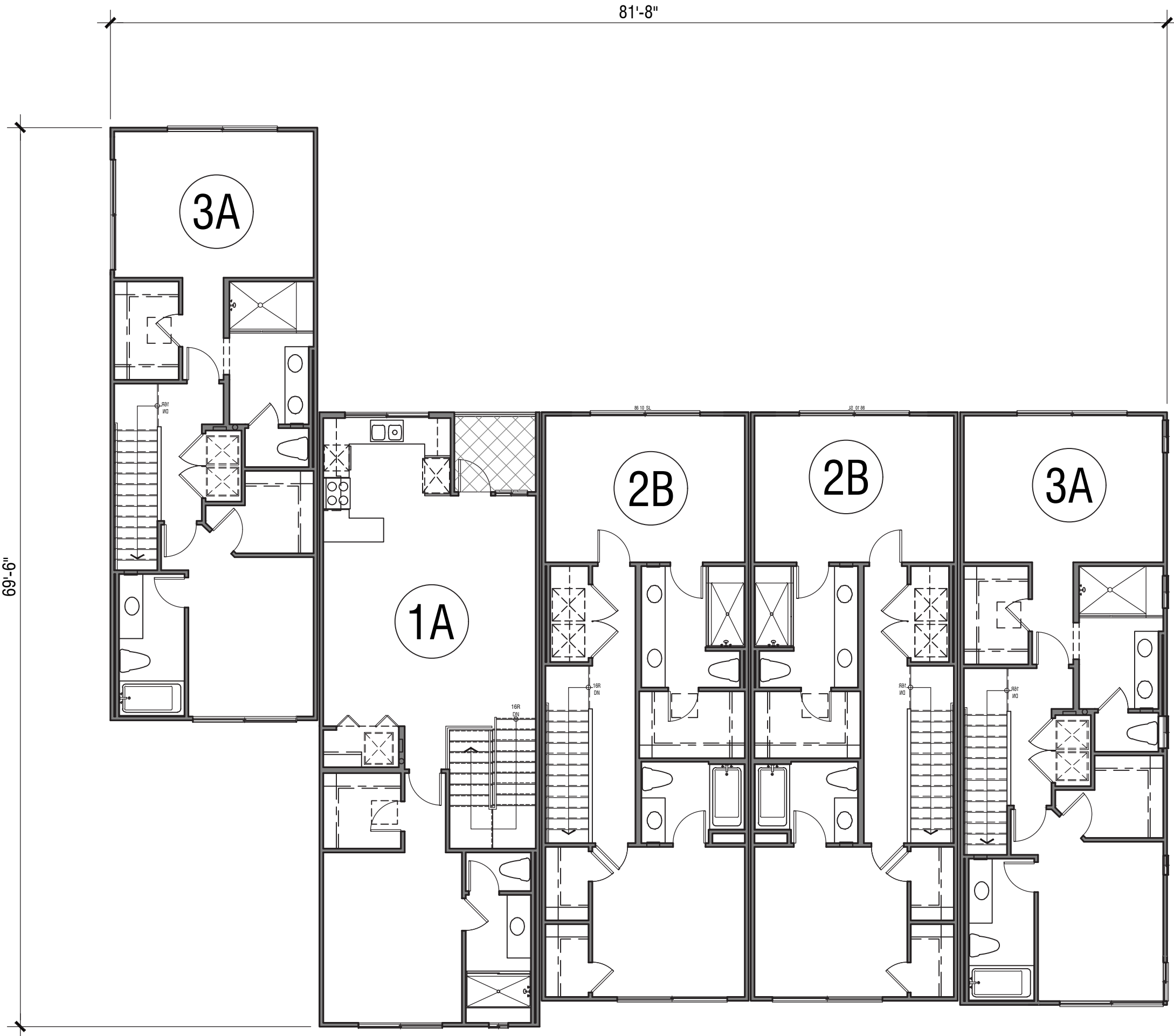
SIXTH CITY SUBMITTAL - SCHEMATIC DESIGN

2020110.01 | 07-15-2021

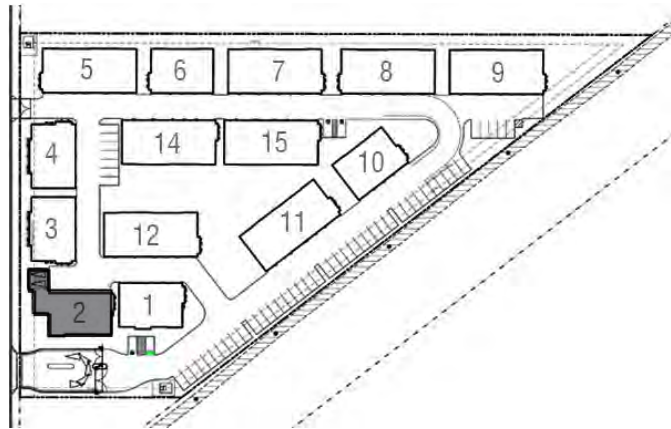
- Keynotes
- 1. Potential Photovoltaic Panel Area. Final Location and Size to be determined prior to building permit, and shall comply with applicable codes and energy calculations
 - 2. 22"X24" Roof Access Hatch per CMC 304.3.1.1
 - 3. Mechanical Condensor Unit, roof mount
 - 4. Mechanical Condensor Unit, at grade



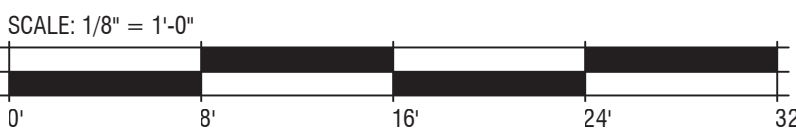
ROOF



LEVEL 3



KEYPLAN



BUILDING TYPE E | BUILDING PLANS
BUILDINGS #2

BIGSBY

12200 BEACH BOULEVARD
STANTON, CA

A2.51

SIXTH CITY SUBMITTAL - SCHEMATIC DESIGN

2020110.01 | 07-15-2021

- EXTERIOR FINISHES**
- 1. Exterior Cement Plaster
 - 2. Exterior Cement Plaster Trim
 - 3. Tile with Simulated Wood Finish
 - 4. Painted Awning
 - 5. Metal Guardrail, Painted
 - 6. Vinyl Window
 - 7. Plaster Reveal
 - 8. Horizontal Fibercement Siding
 - 9. Brick Veneer



REAR



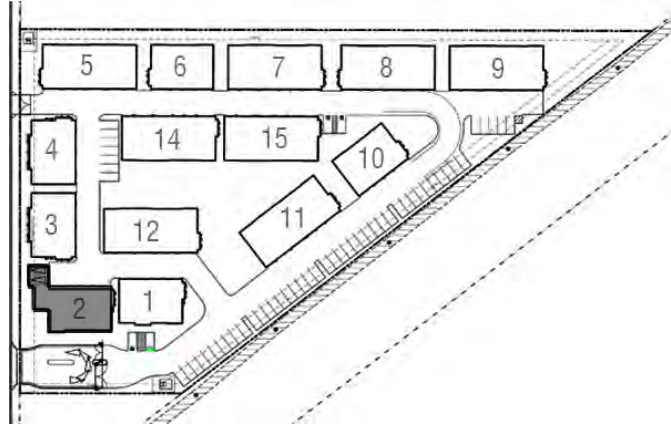
RIGHT



LEFT

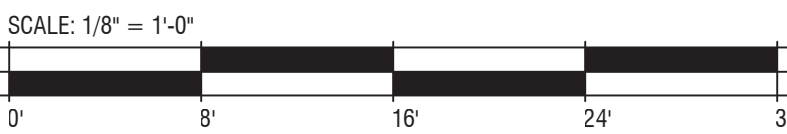


FRONT



KEYPLAN

BUILDING TYPE E | ELEVATIONS
COLOR SCHEME 'X' | BUILDINGS #2

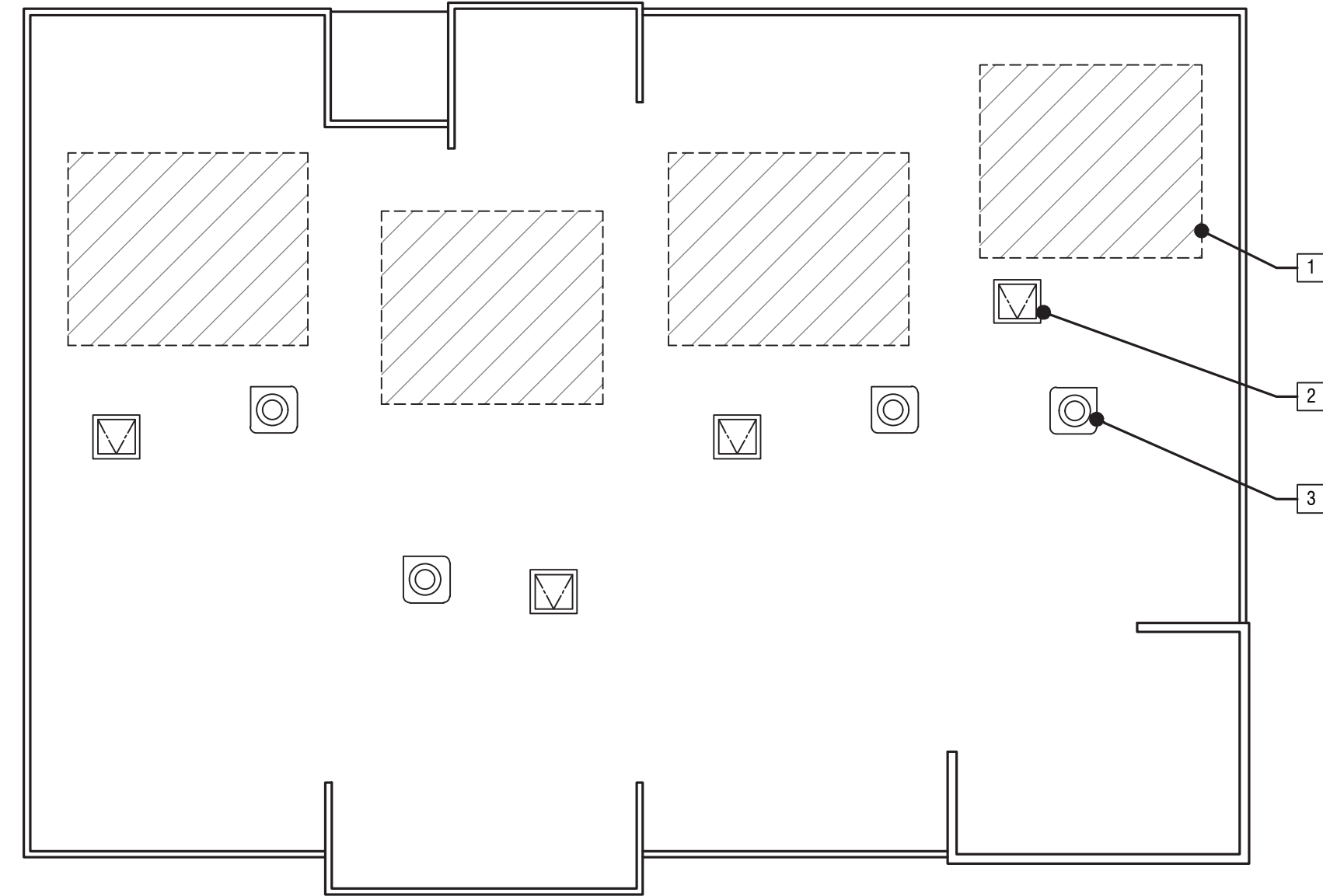


WHA | 680 NEWPORT CENTER DRIVE, SUITE 300, NEWPORT BEACH, CA 92660 | 949.250.0607
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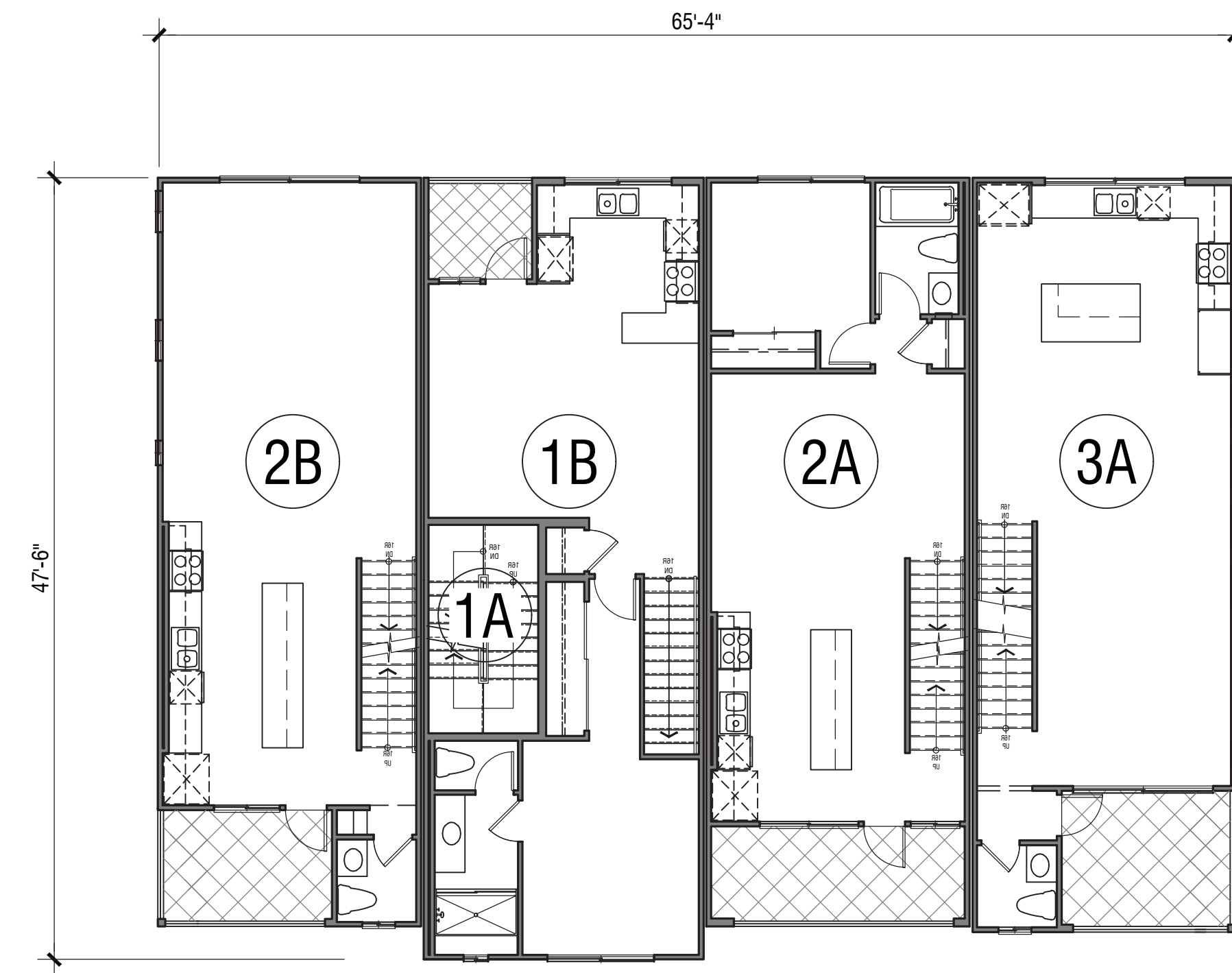
BIGSBY
12200 BEACH BOULEVARD
STANTON, CA

A2.52
SIXTH CITY SUBMITTAL - SCHEMATIC DESIGN
2020110.01 | 07-15-2021

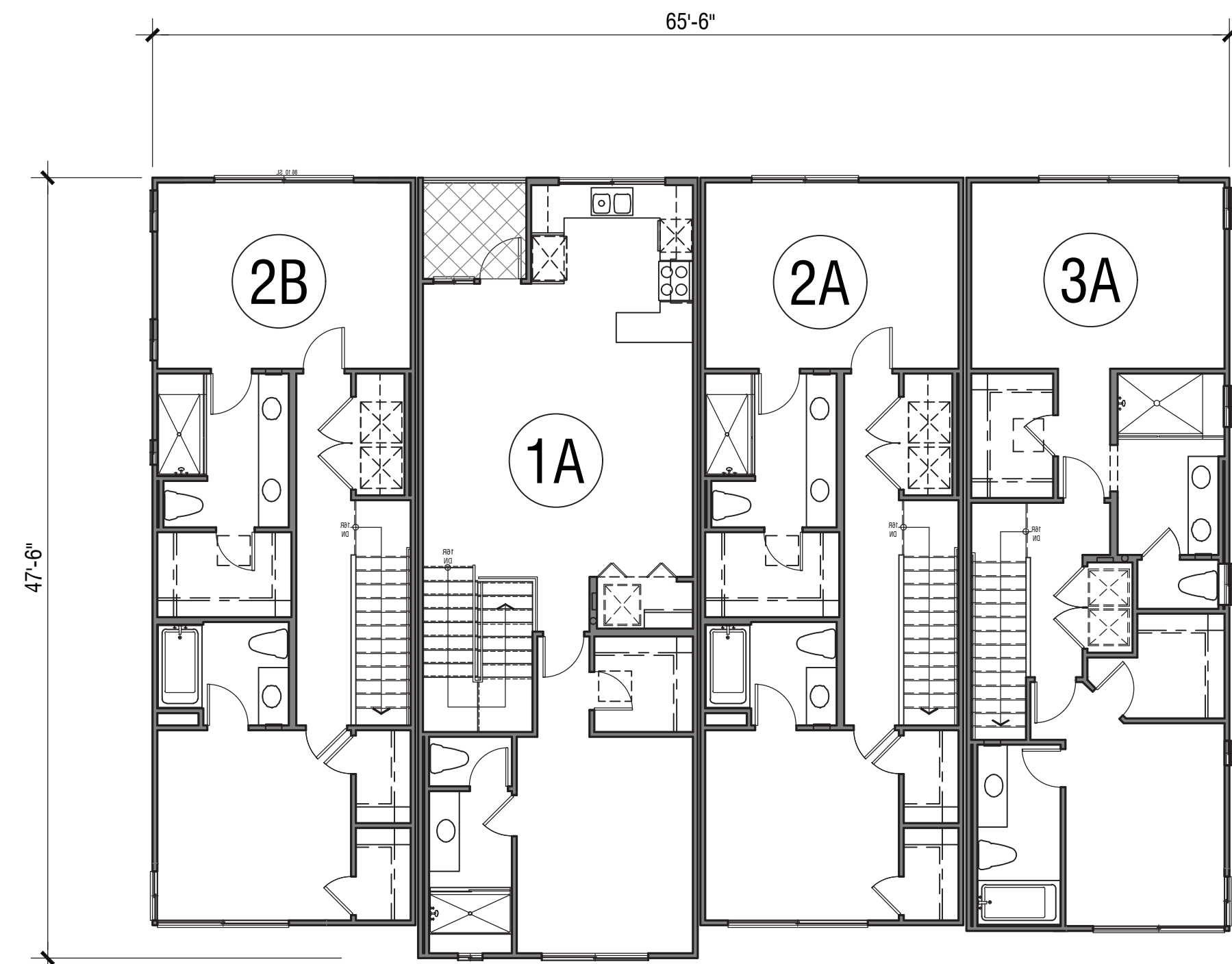




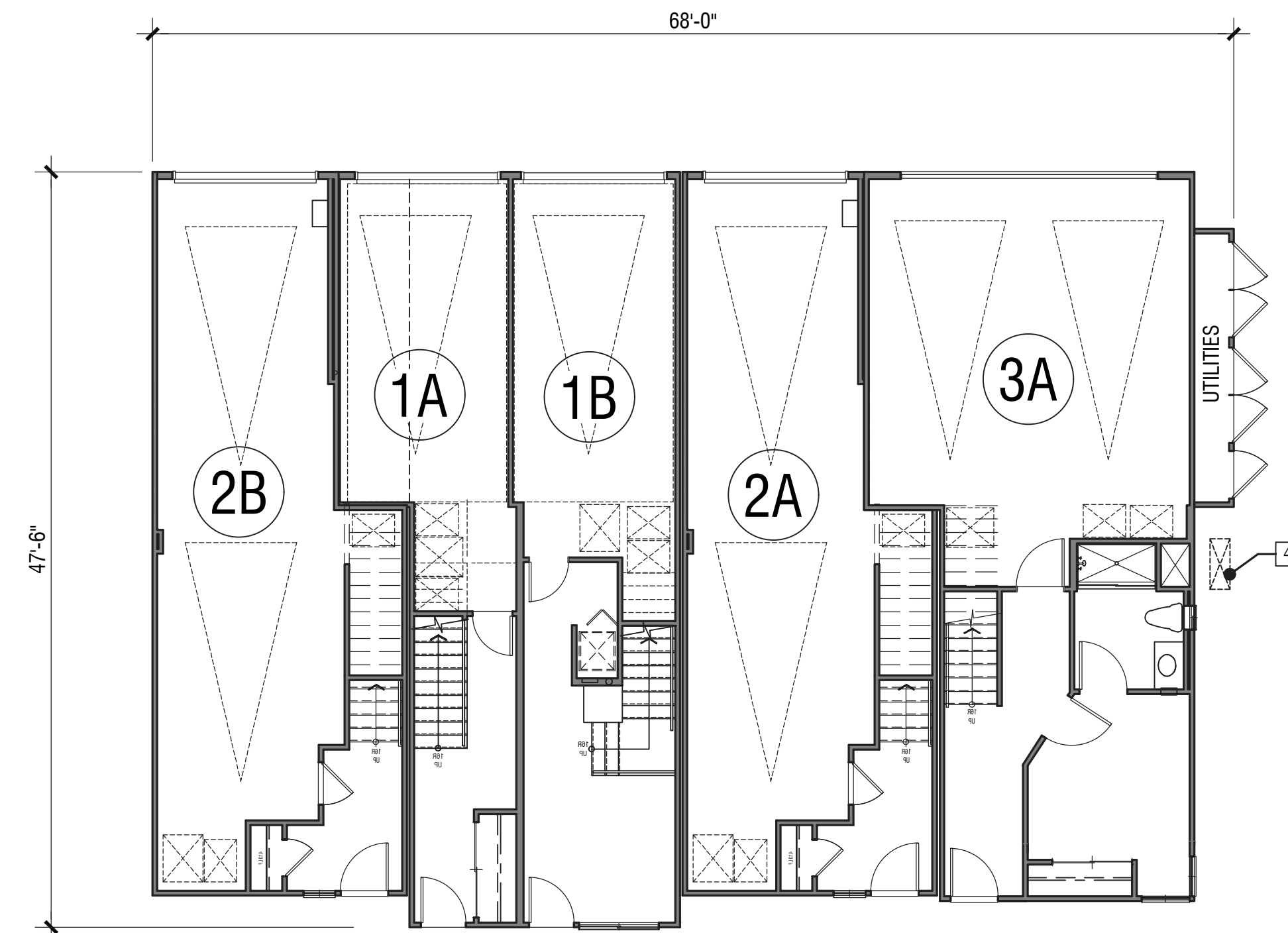
ROOF PLAN



LEVEL 2



LEVEL 3



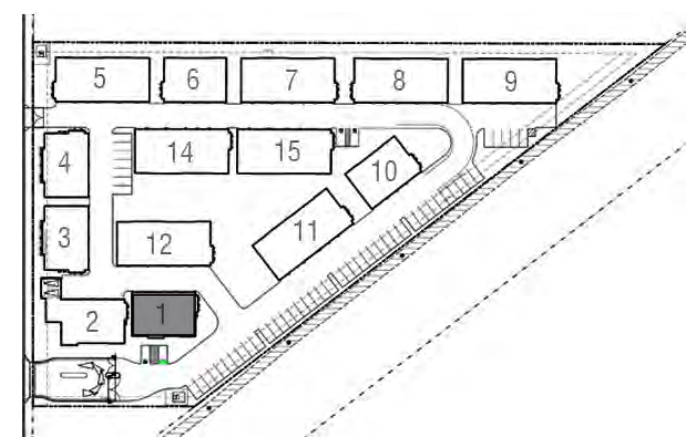
LEVEL 1

BUILDING TYPE F

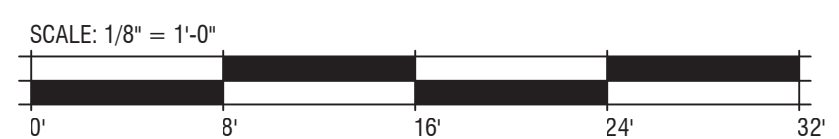
Total Units	5 Units
Unit 1A	1 Units
Unit 1B	1 Units
Unit 2A	1 Units
Unit 2B	1 Units
Unit 3A	1 Units

Keynotes

1. Potential Photovoltaic Panel Area. Final Location and Size to be determined prior to building permit, and shall comply with applicable codes and energy calculations
2. 22"X24" Roof Access Hatch per CMC 304.3.1.1
3. Mechanical Condensor Unit, roof mount
4. Mechanical Condensor Unit, at grade



KEYPLAN



BUILDING TYPE F | BUILDING PLANS
BUILDING #1

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12200 BEACH BOULEVARD
STANTON, CA

A2.60

SIXTH CITY SUBMITTAL - SCHEMATIC DESIGN

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EXTERIOR FINISHES

- 1. Exterior Cement Plaster
- 2. Exterior Cement Plaster Trim
- 3. Tile with Simulated Wood Finish
- 4. Painted Awning
- 5. Metal Guardrail, Painted
- 6. Vinyl Window
- 7. Plaster Reveal
- 8. Horizontal Fibercement Siding
- 9. Brick Veneer



REAR



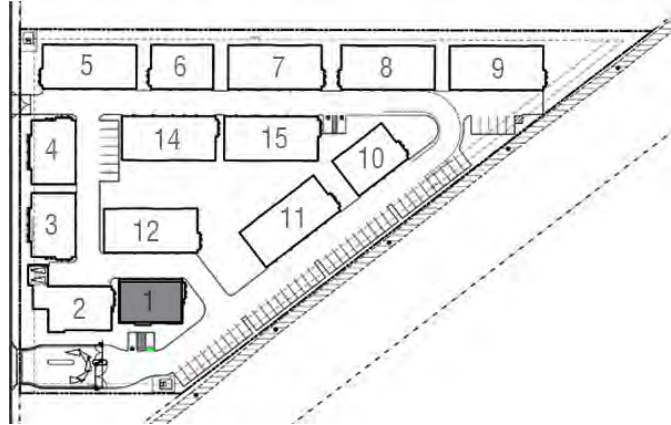
RIGHT



LEFT

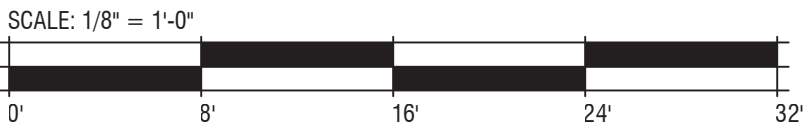


2B 1A/1B 2A 3A FRONT



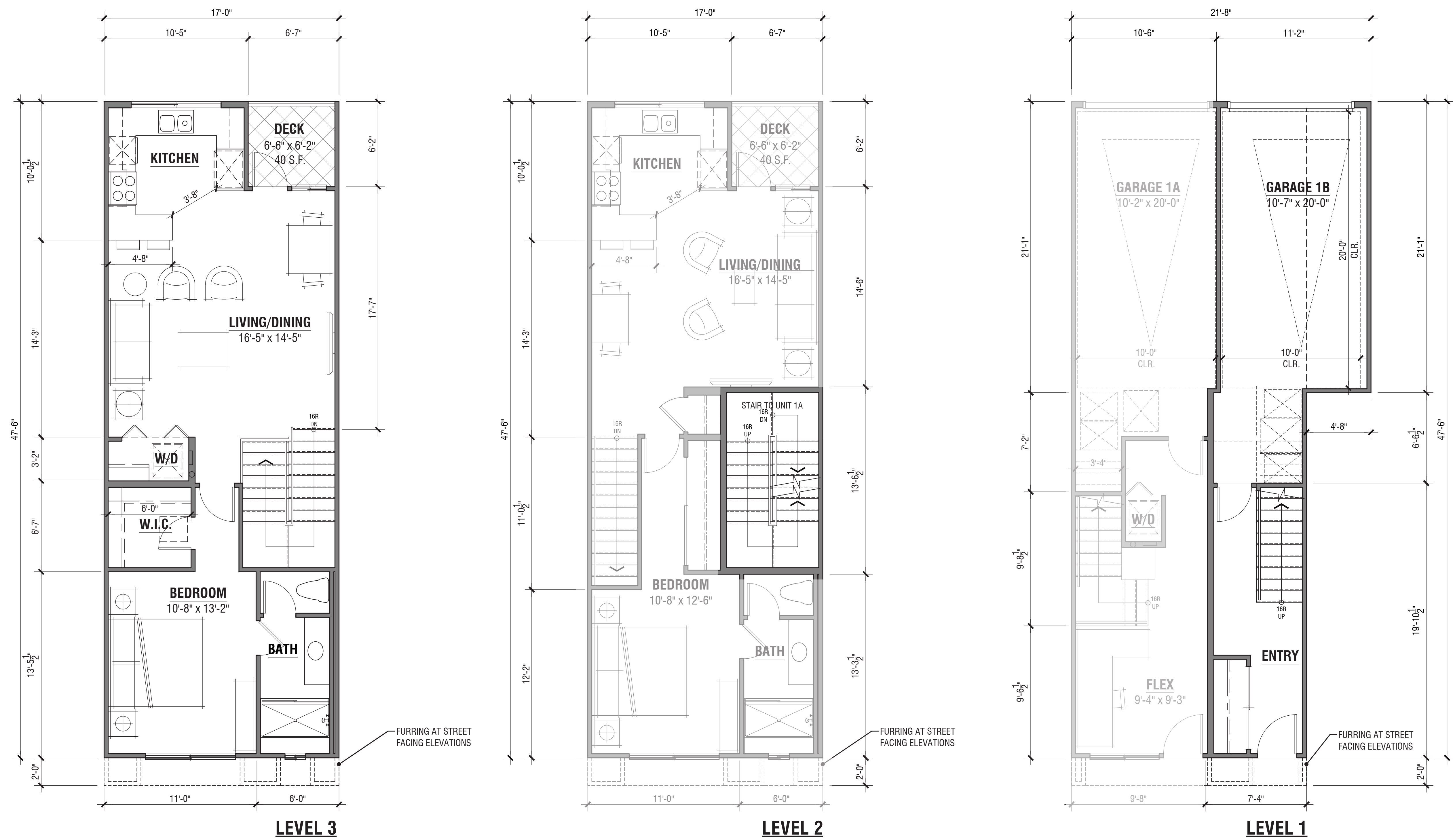
KEYPLAN

BUILDING TYPE F | ELEVATIONS
COLOR SCHEME 'X' | BUILDING #1



UNIT 1A	
1 Bedrooms + 1 Bath	
Unit Floor Area 940 S.F.	
Level 1	140 S.F.
Level 2	100 S.F.
Level 3	700 S.F.
Private Open Space 40 S.F.	
Deck	40 S.F.

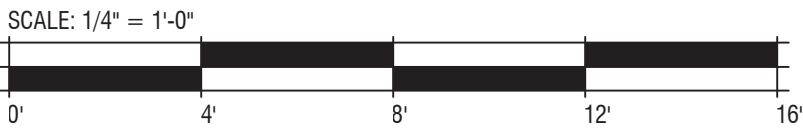
Refuse Space:
 (1) 96 Gallon and (2) 64 Gallon spaces
 provided at each garage



UNIT 1A | UNIT PLAN

BIGSBY

12200 BEACH BOULEVARD
STANTON, CA



UNIT 1B	
1 Bedrooms + 1 Bath + Flex	
Unit Floor Area	
Level 1	215 S.F.
Level 2	665 S.F.
Private Open Space	
Deck	40 S.F.

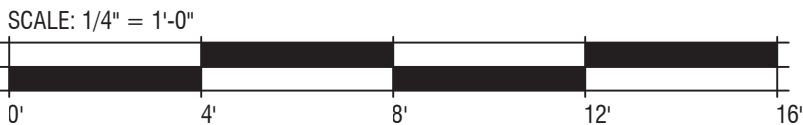
Refuse Space:
(1) 96 Gallon and (2) 64 Gallon spaces
provided at each garage



UNIT 1B | UNIT PLANS

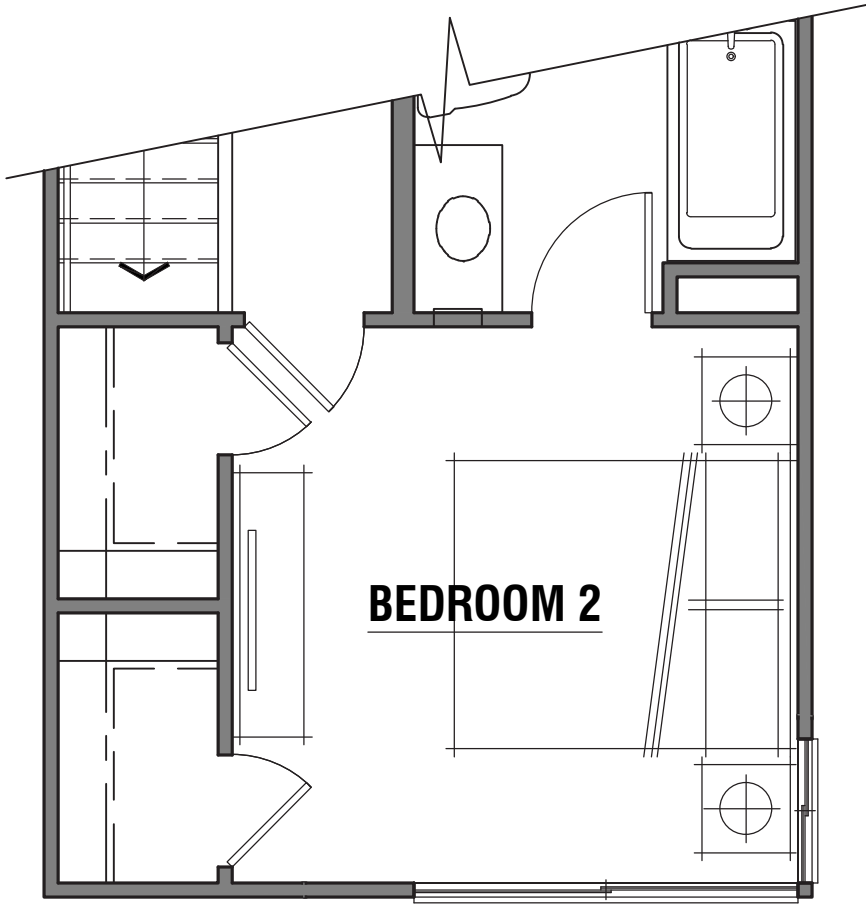
BIGSBY

12200 BEACH BOULEVARD
STANTON, CA

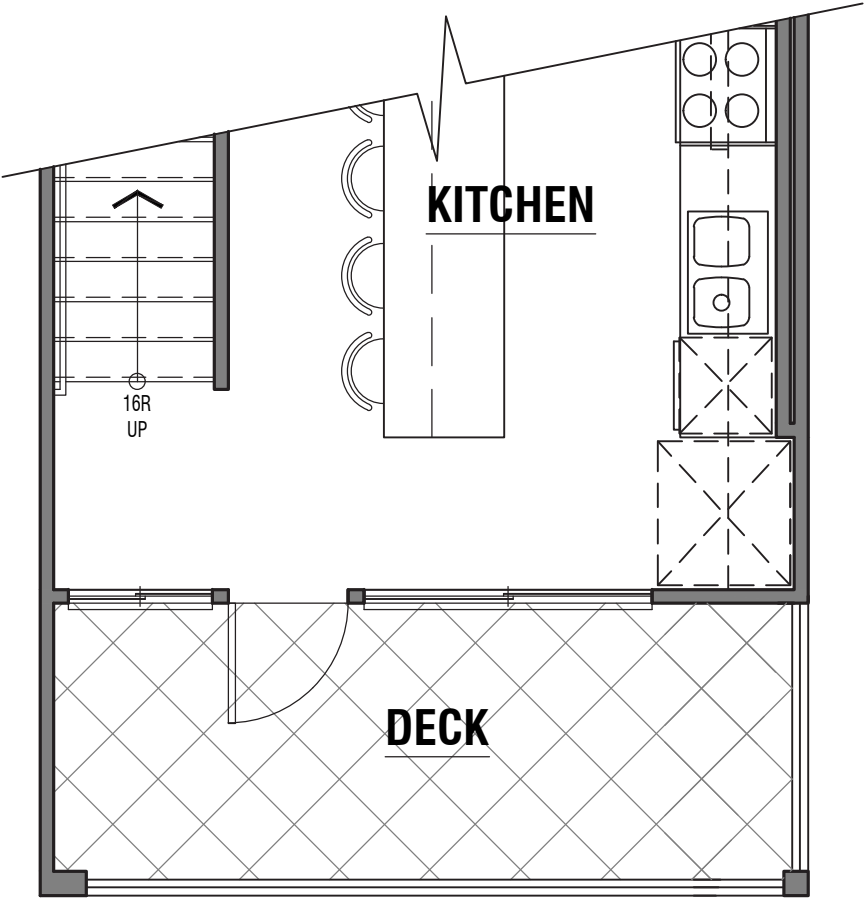


UNIT 2A	
3 Bedrooms + 3 Bath	
Unit Floor Area	1,355 S.F.
Level 1	90 S.F.
Level 2	590 S.F.
Level 3	675 S.F.
Private Open Space	95 S.F.
Deck	95 S.F.

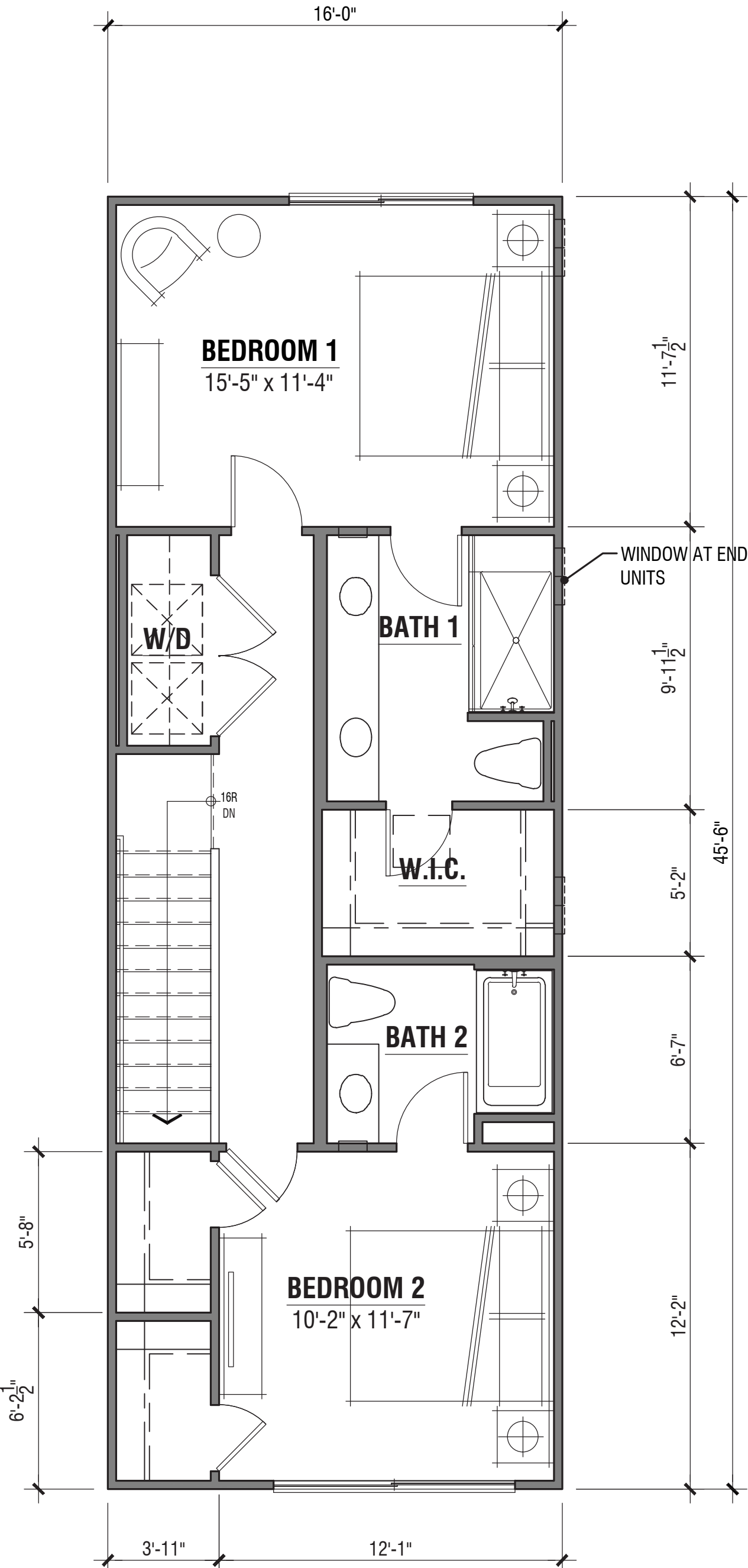
Refuse Space:
(1) 96 Gallon and (2) 64 Gallon spaces
provided at each garage



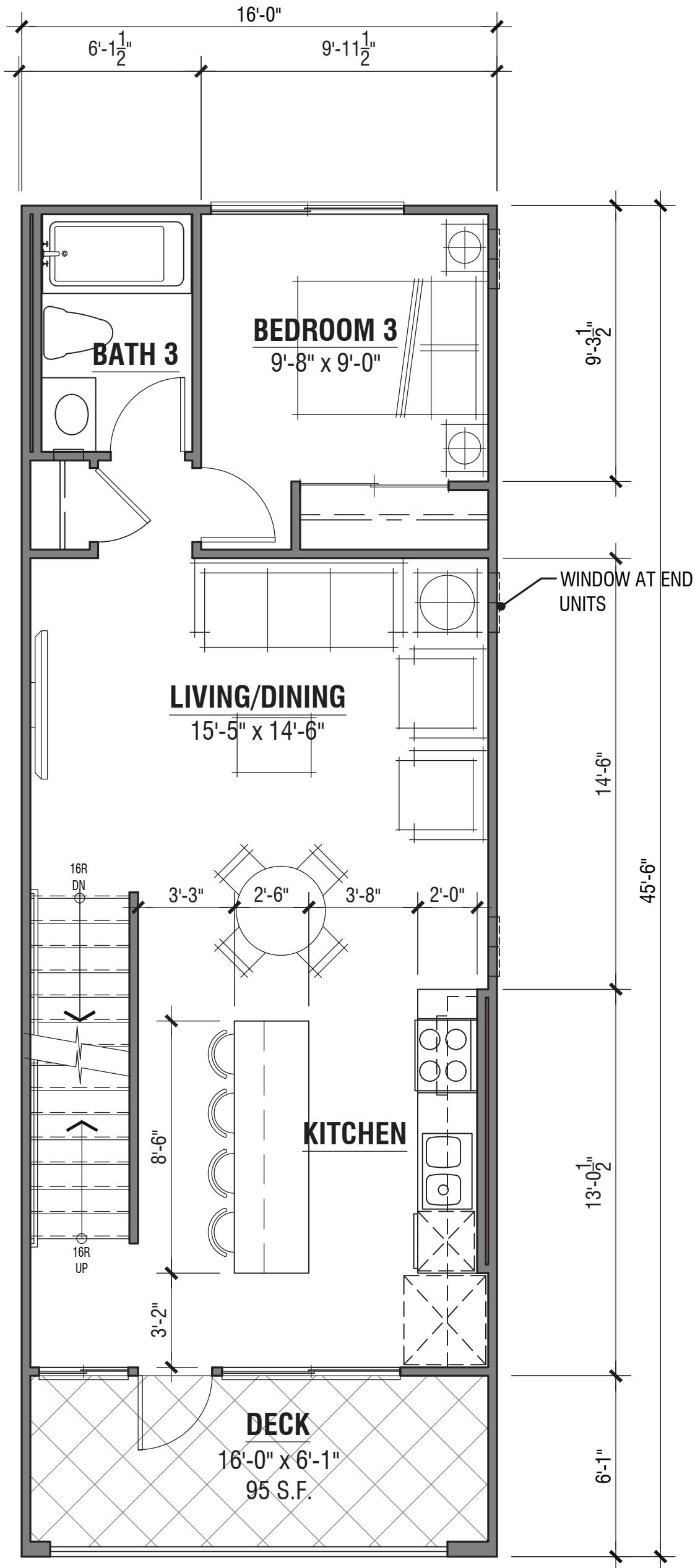
LEVEL 3
END UNIT



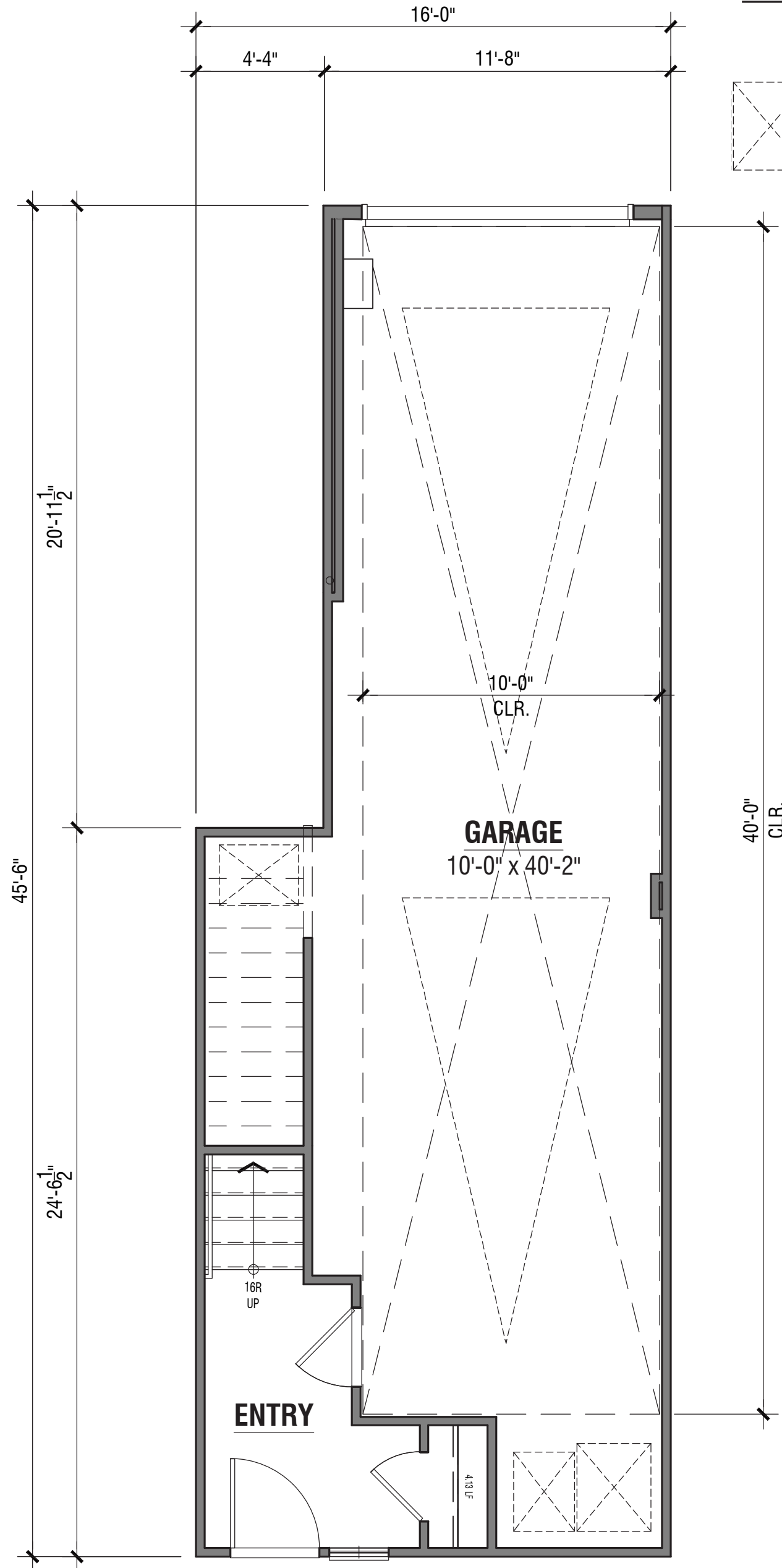
LEVEL 2
END UNIT



LEVEL 3



LEVEL 2

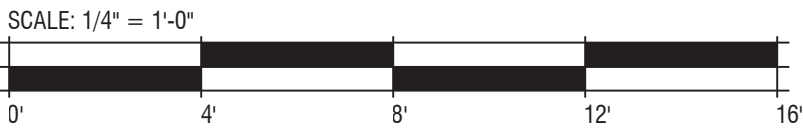


LEVEL 1

UNIT 2A | UNIT PLANS

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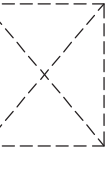
A3.12

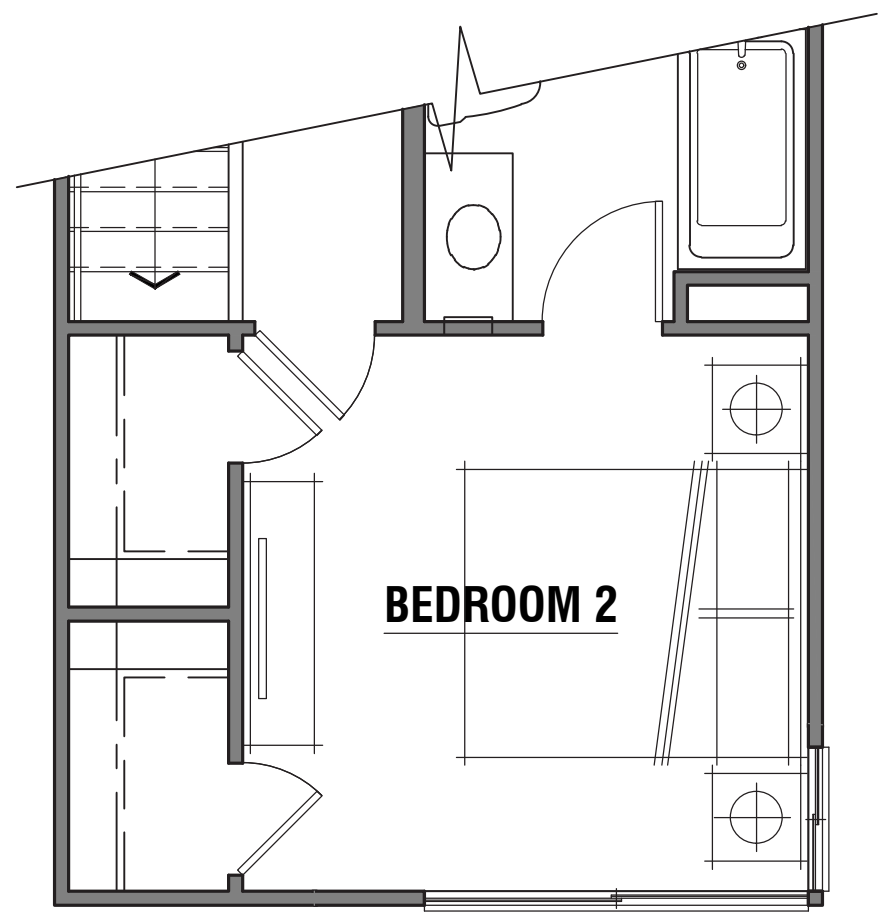
SIXTH CITY SUBMITTAL - SCHEMATIC DESIGN

2020110.01 | 07-15-2021

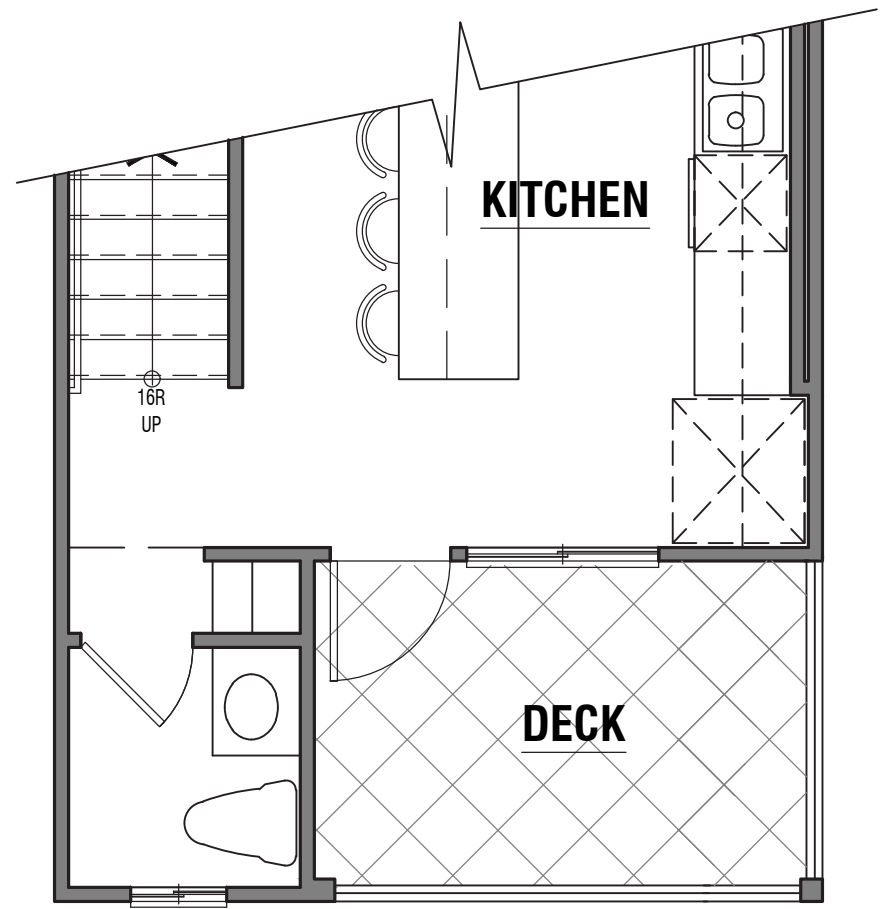


UNIT 2B	
2 Bedrooms + 2.5 Bath	
Unit Floor Area	
Level 1	90 S.F.
Level 2	610 S.F.
Level 3	675 S.F.
Private Open Space	
Deck	75 S.F.

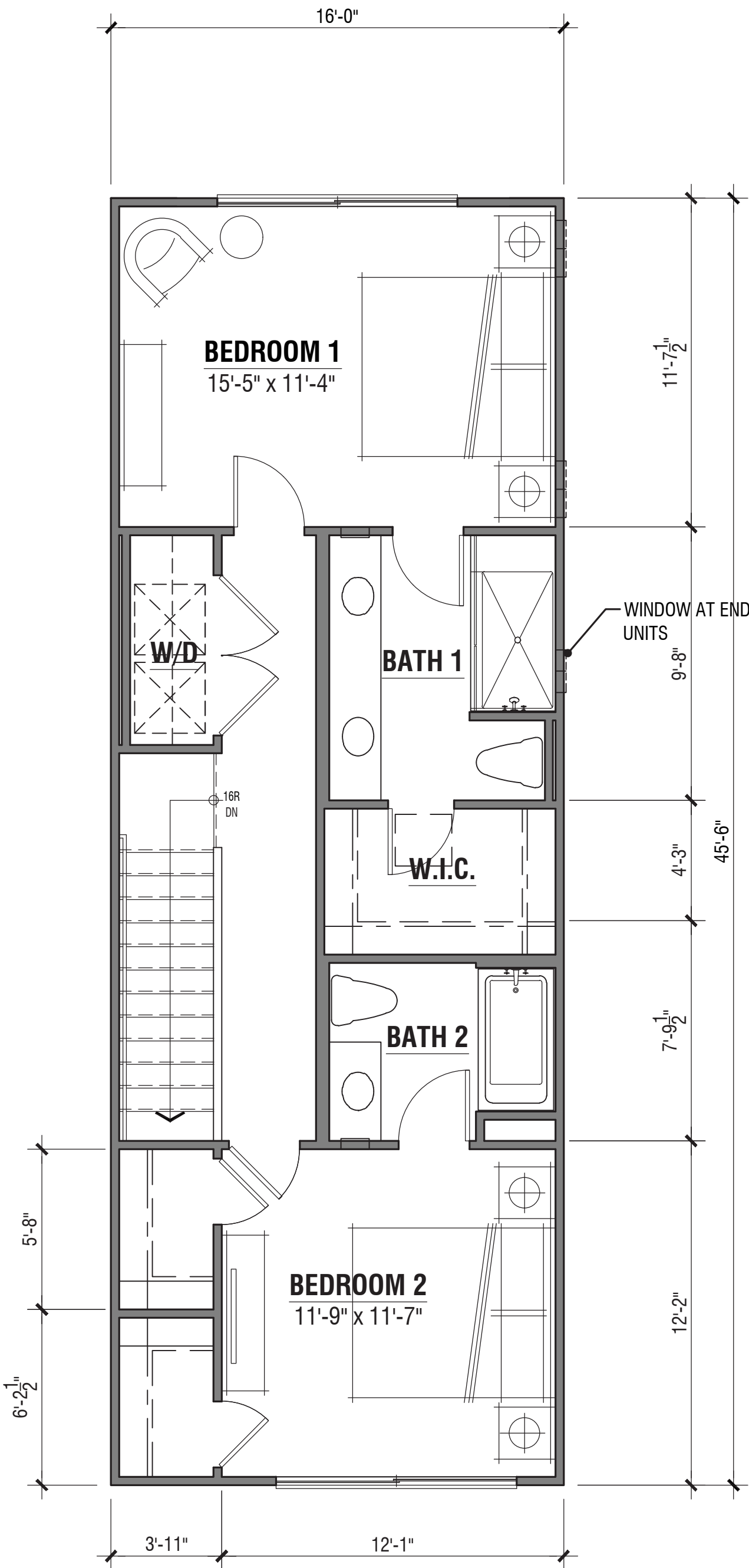

 Refuse Space:
 (1) 96 Gallon and (2) 64 Gallon spaces
 provided at each garage



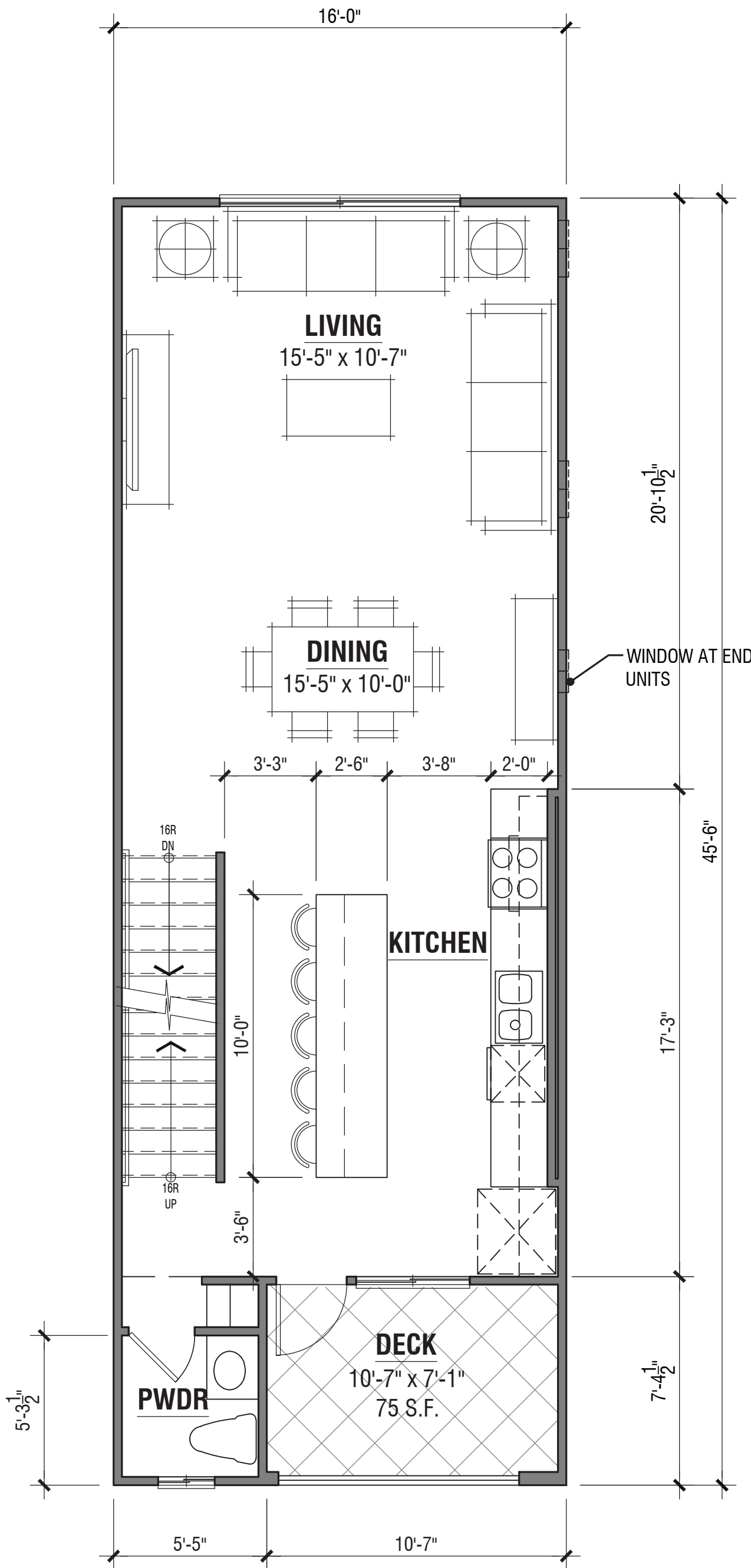
LEVEL 3
END UNIT



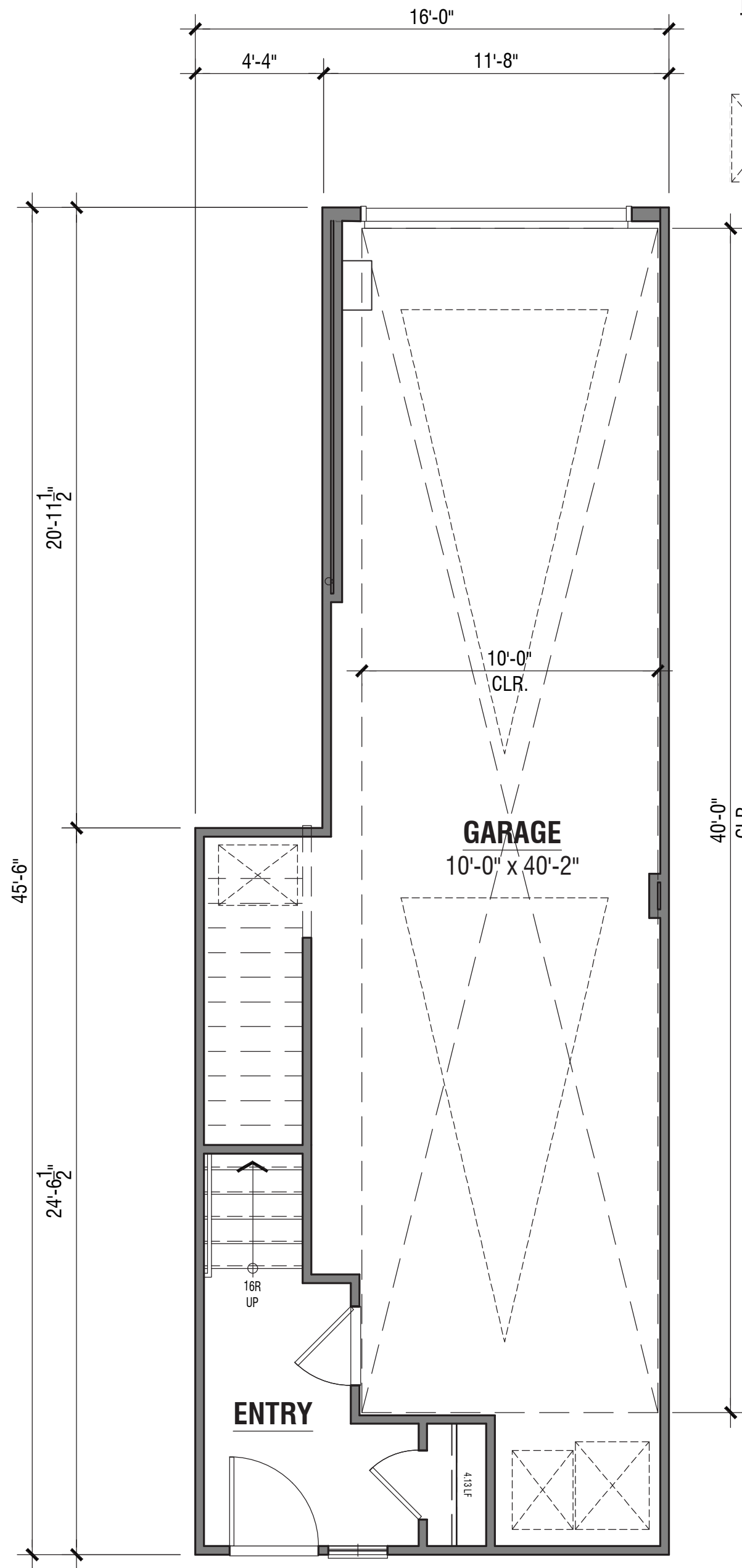
LEVEL 2
END UNIT



LEVEL 3



LEVEL 2

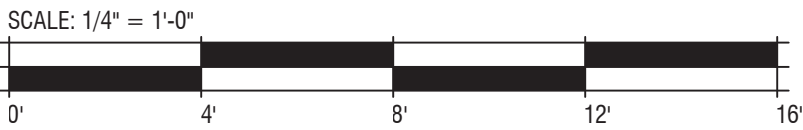


LEVEL 1

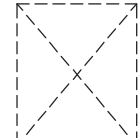
UNIT 2B | UNIT PLANS

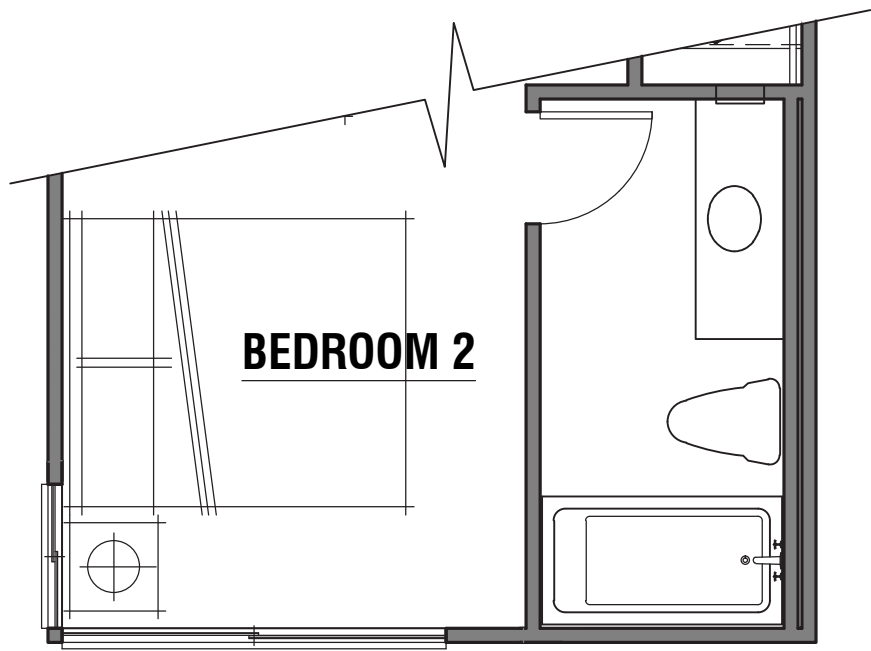
BIGSBY

12200 BEACH BOULEVARD
STANTON, CA

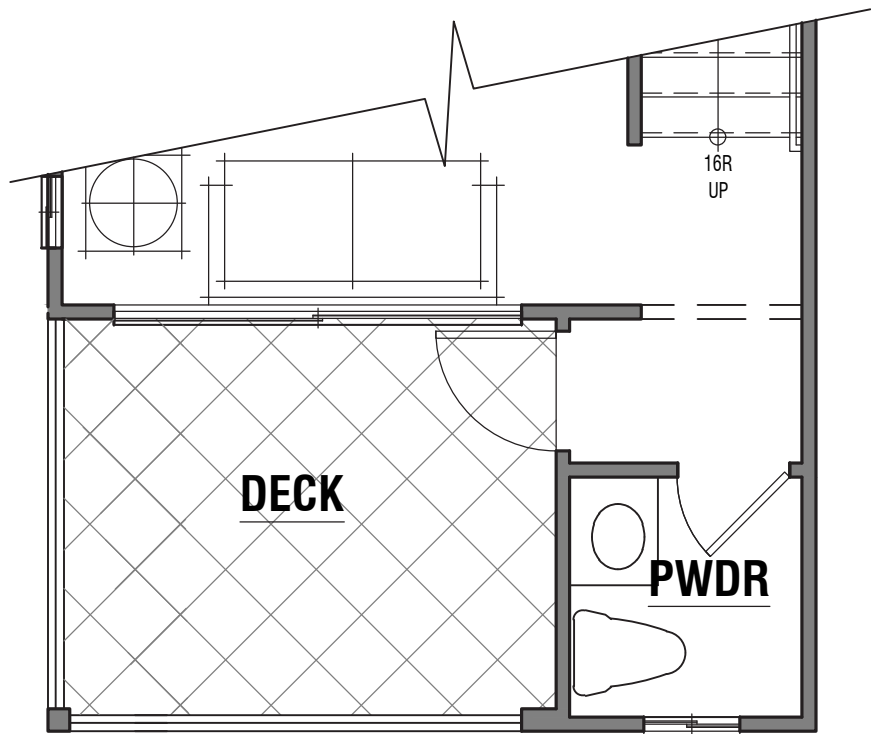


UNIT 3A	
3 Bedrooms + 3.5 Bath	
Unit Floor Area	
Level 1	340 S.F.
Level 2	600 S.F.
Level 3	685 S.F.
Private Open Space	
Deck	90 S.F.

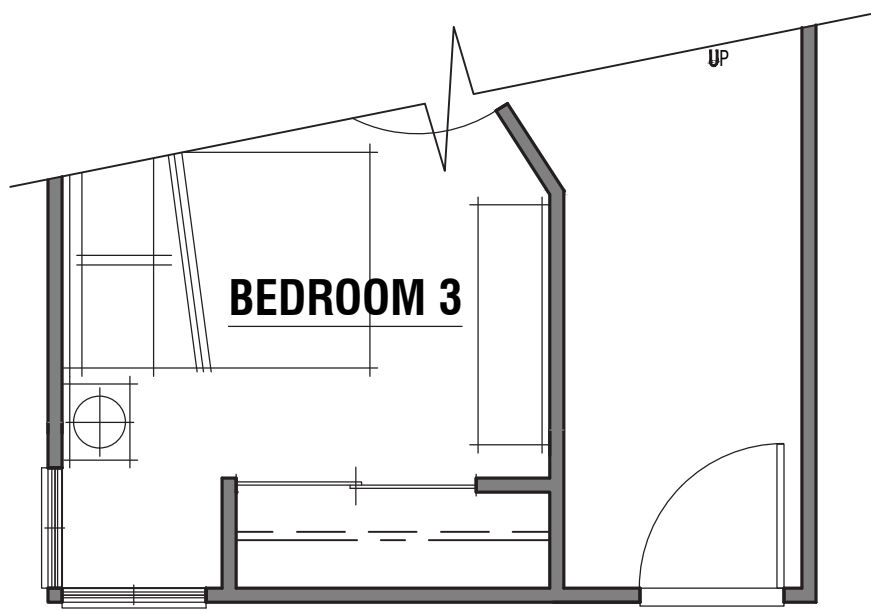

 Refuse Space:
 (1) 96 Gallon and (2) 64 Gallon spaces
 provided at each garage



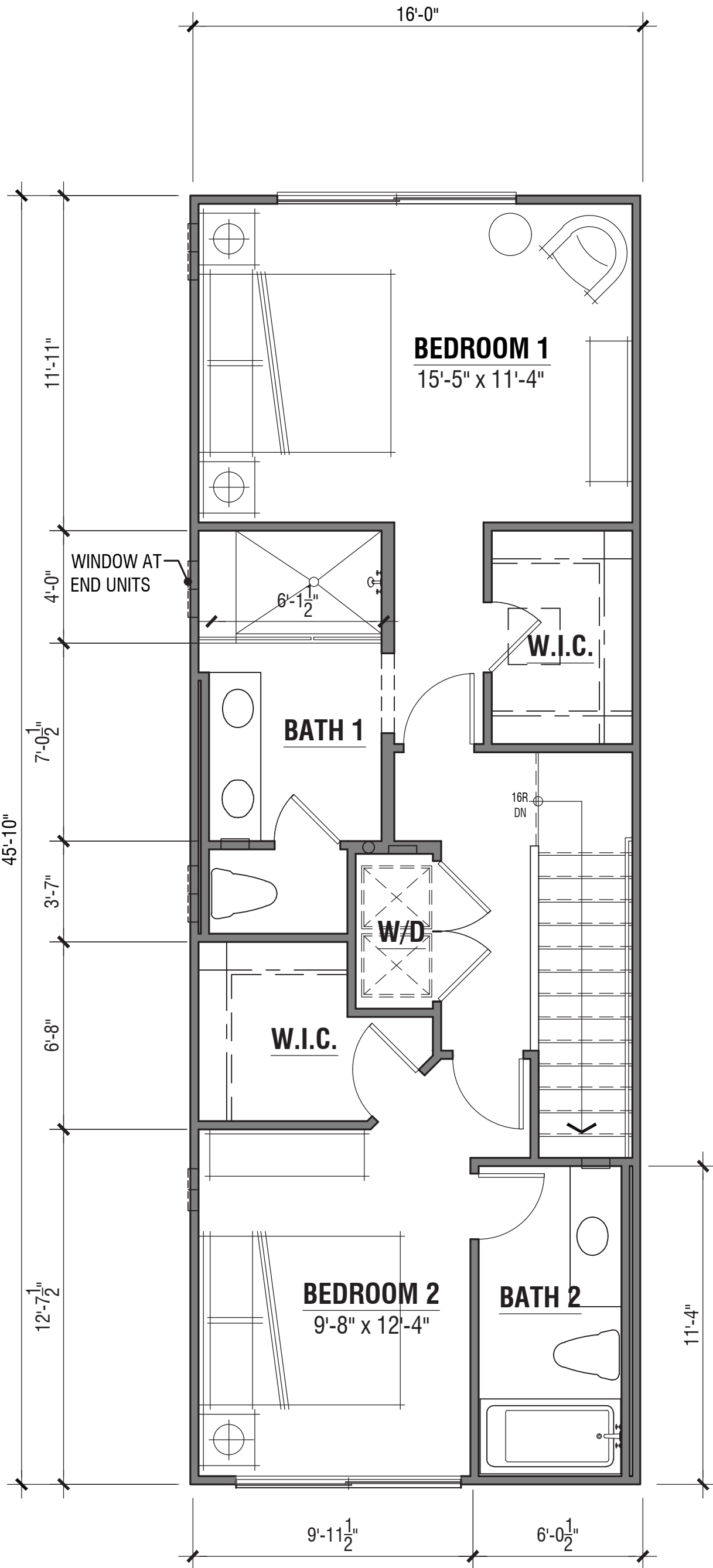
LEVEL 3
END UNIT



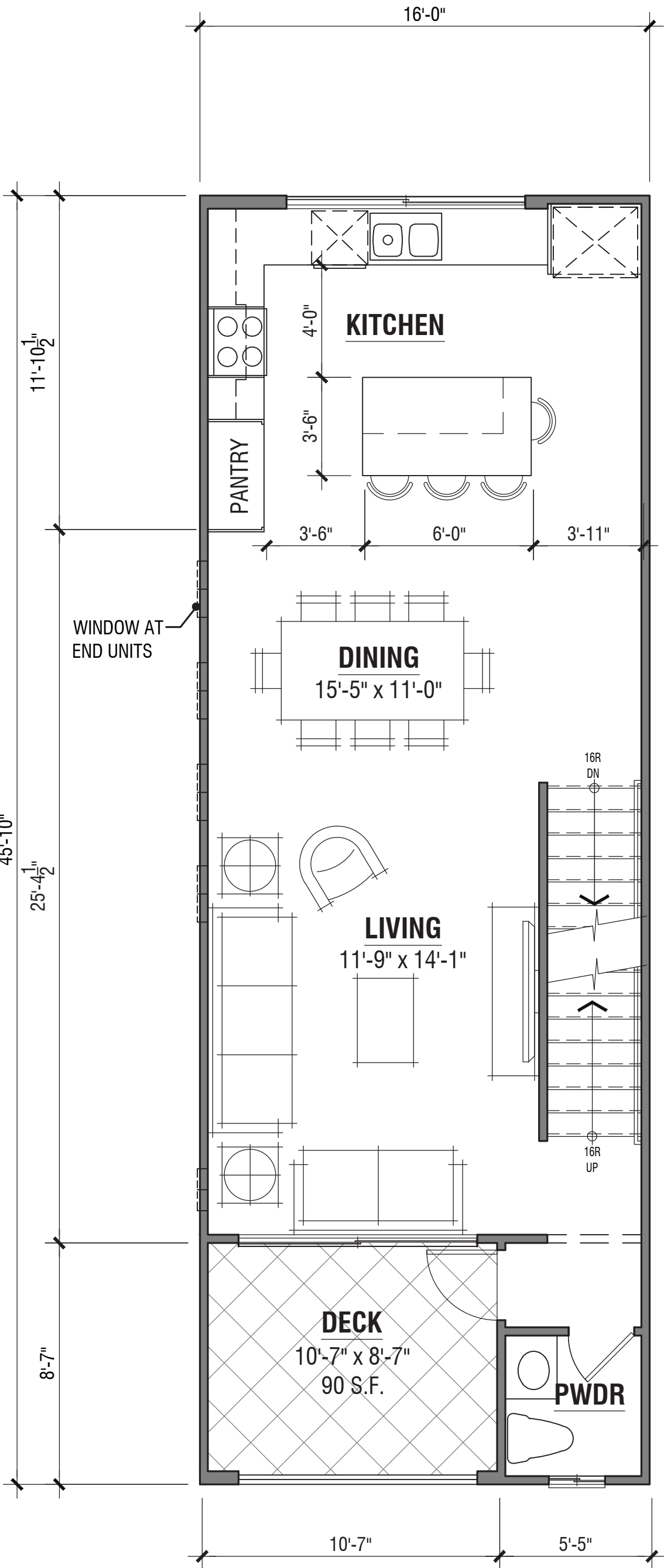
LEVEL 2
END UNIT



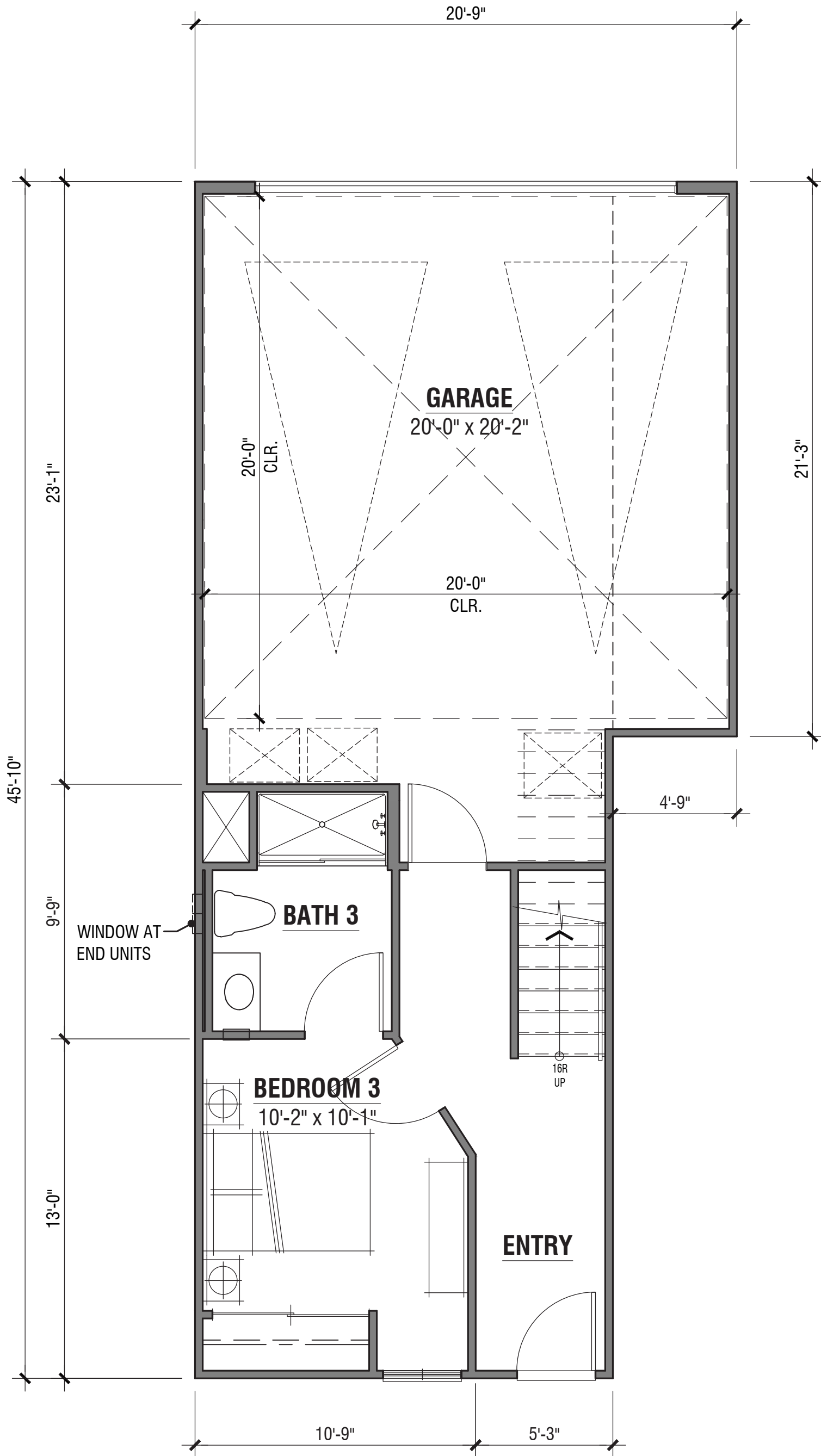
LEVEL 1
END UNIT



LEVEL 3



LEVEL 2

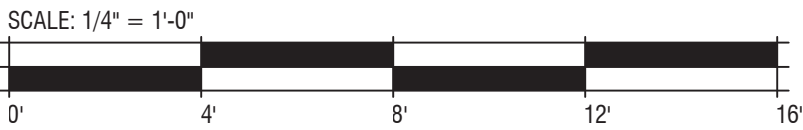


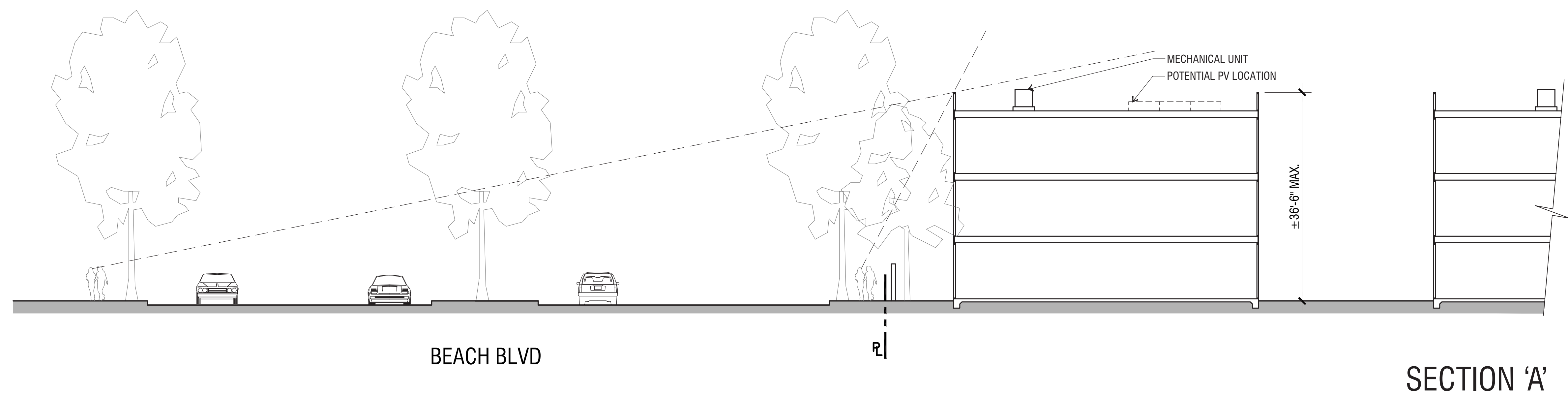
LEVEL 1

UNIT 3A | UNIT PLANS

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12200 BEACH BOULEVARD
STANTON, CA





STREET SECTION

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12200 BEACH BOULEVARD
STANTON, CA



COLOR AND MATERIALS

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12200 BEACH BOULEVARD
STANTON, CA

A4.11



COLOR AND MATERIALS

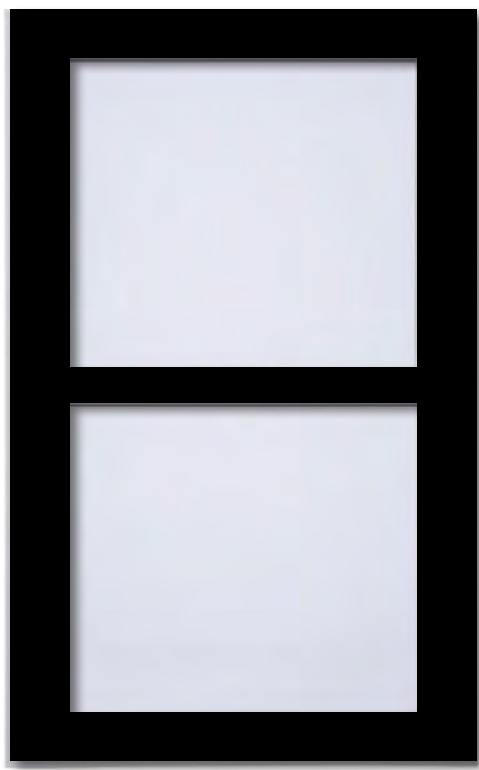
BIGSBY

12200 BEACH BOULEVARD
STANTON, CA

A4.12

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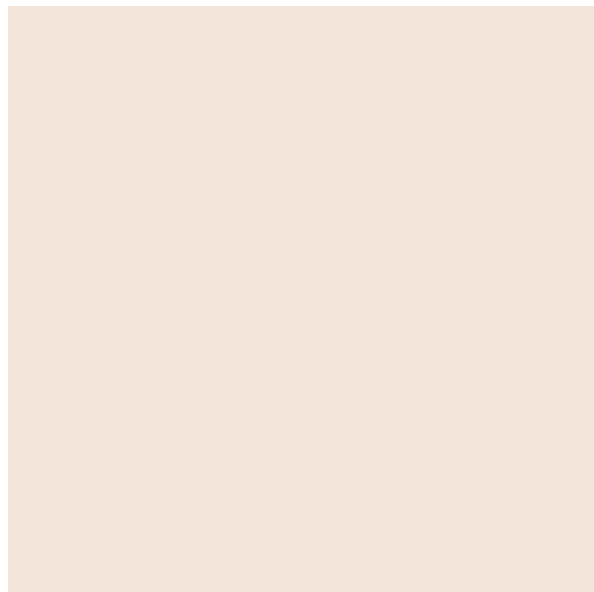
2020110.01 | 07-15-2021



Vinyl Windows
Black (Scheme X and Y)



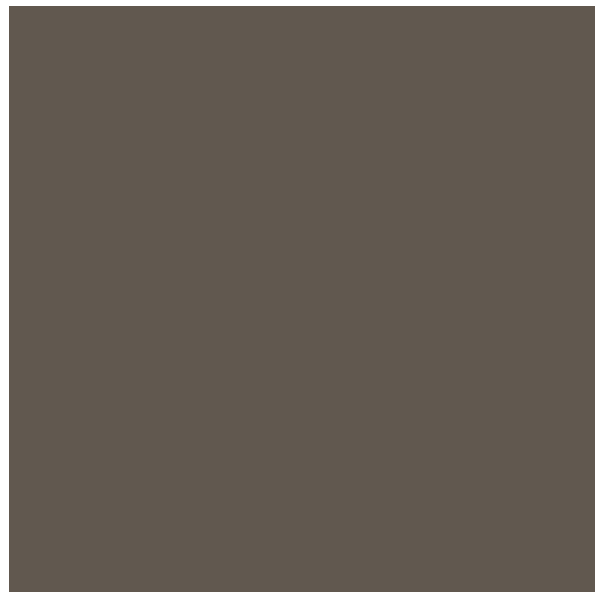
SCHEME X



Field 1 Paint
PPG 527-1 (Popcorn Ball)



Field 2 Paint
PPG 1076-4 (Cuppa Coffee)



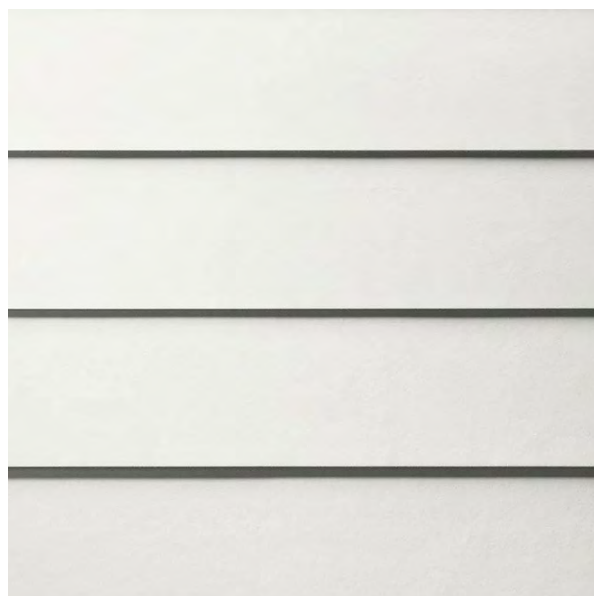
Field 3 Paint
PPG 1019-7 (Intrigue)



Accent 1 Paint
PPG 1001-7 (Black Magic)



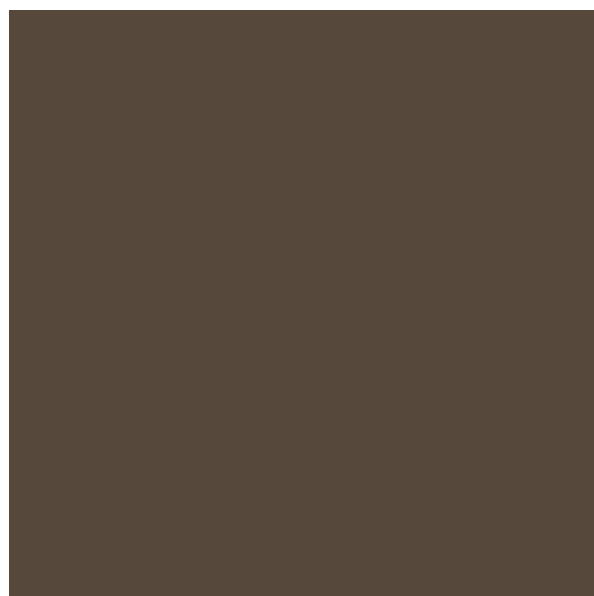
Daltile Emerson
Wood Look Porcelain Tile
Butter Pecan EP01



Smooth Lap Siding
Fiber Cement
Paint: PPG 1001-1 (Delicate White)



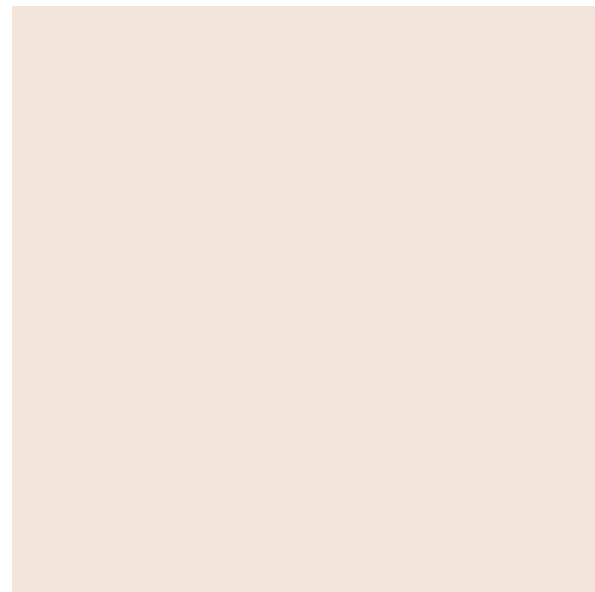
Edicott Thin Brick,
Manganese Ironspot,
Smooth Finish, Norman Size



Garage Door: Brown



SCHEME Y



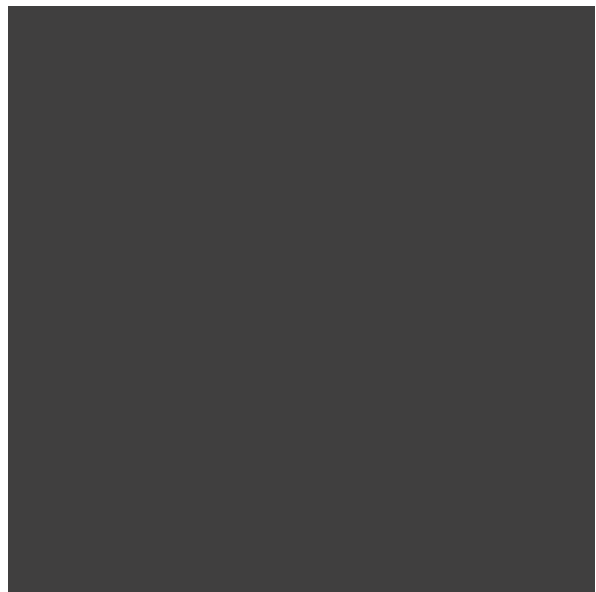
Field 1 Paint
PPG 527-1 (Popcorn Ball)



Field 2 Paint
PPG 415-6 (Ruffled Clam)



Field 3 Paint
PPG 1023-7 (Afternoon Tea)



Accent 1 Paint
PPG 1001-7 (Black Magic)



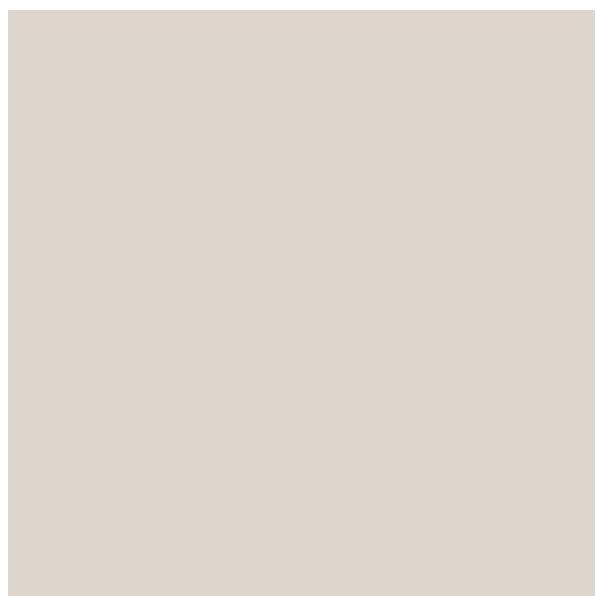
Daltile Emerson
Wood Look Porcelain Tile
Ash White EP06



Smooth Lap Siding
Fiber Cement
Paint: PPG 1001-1 (Delicate White)



Edicott Thin Brick,
Manganese Ironspot,
Smooth Finish, Norman Size



Garage Door: Desert Tan

COLOR AND MATERIALS

BIGSBY

12200 BEACH BOULEVARD
STANTON, CA

A4.13

SIXTH CITY SUBMITTAL - SCHEMATIC DESIGN

2020110.01 | 07-15-2021

TENTATIVE TRACT NO. 19119

FOR RESIDENTIAL CONDOMINIUM PURPOSES

IN THE CITY OF STANTON, COUNTY OF ORANGE
STATE OF CALIFORNIA
A.P. NO.: 131-422-20
AREA: 3.5 ACRES - 154,470 SQ. FT.
APRIL 2021

LEGAL DESCRIPTION:
THAT PORTION OF LOT 4 IN SECTION 36, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP OF RESURVEY OF THE J.W. BIXBY AND CO.'S SUBDIVISION OF A PART OF THE RANCHO LOS ALAMITOS, FILED IN BOOK 2, PAGE 43 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4 AND RUNNING THENCE NORTH ALONG THE WESTERLY LINE THEREOF 376.20 FEET TO THE NORTHWESTERLY CORNER OF LAND DESCRIBED IN DEED TO CROCKER CITIZENS NATIONAL BANK, AS TRUSTEE, RECORDED APRIL 18, 1966, IN BOOK 7904, PAGE 619 OF OFFICIAL RECORDS THENCE EASTERLY ALONG THE NORTHERLY LINE OF LAND DESCRIBED IN SAID DEED TO ITS INTERSECTION WITH THE COMPROMISE LINE OF THE RANCHO LOS ALAMITOS THENCE SOUTHWESTERLY ALONG SAID COMPROMISE LINE TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF SAID LOT 4 THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.

ASSESSOR PARCEL NUMBER: 131-422-20
ADDRESS: 12200 BEACH BOULEVARD STANTON, CA 90680

FLOOD ZONE: THE SUBJECT PROPERTY LIES IN AN AREA LABELED ZONE X AREA WITH 0.2% ANNUAL CHANCE OF FLOOD HAZARD PER THE FLOOD INSURANCE RATE MAP NUMBER 06059C0136J, DATED DECEMBER 03, 2009.

GENERAL PLAN: GENERAL MIXED USE
LAND USE: EXISTING: COMMERCIAL
PROPOSED: MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL

ZONING: CG - COMMERCIAL GENERAL
GENERAL MIXED USE OVERLAY
PROPOSED: MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL

BASIS OF BEARINGS:
THE BEARINGS SHOWN HEREON ARE BASED UPON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATIONS GPS NO. 0563 AND GPS NO. 3825R1 BEING NORTH 00°25'57" EAST, PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

SITE DATA:
THERE ARE NO EASEMENTS OF TITLE FOR SUBJECT PROPERTY.
AREA: 3.546 ACRES - 154,470 SQ. FT.

TOPOGRAPHIC DATA:
AERIAL TOPO SURVEY PROVIDED BY DIGITAL MAPPING, INC. DATED JUNE 08, 2020.

PROJECT DESCRIPTION:
SINGLE LOT SUBDIVISION FOR 79 RESIDENTIAL CONDOMINIUM UNITS.
SHARED ACCESS, INGRESS/EGRESS, PARKING, EMERGENCY VEHICLE ACCESS, FIRE LANE DESIGNATION, PRIVATE UTILITIES, AND LANDSCAPING WITH COST SHARING AND MAINTENANCE RESPONSIBILITIES TO BE ADDRESSED UNDER AND SUBJECT TO A SEPARATE DOCUMENT, TO BE RECORDED CONCURRENTLY WITH THE FINAL MAP.

REFERENCE PRELIMINARY PLANS INCLUDED WITH THIS SUBMITTAL FOR DETAILED AND ADDITIONAL SITE GRADING INFORMATION.

REFERENCE BIGSBY ENTITLEMENT SUBMITTAL ARCHITECTURAL PLAN DATED 06-03-2021 FOR FIRE LANE DESIGNATION AND ADDITIONAL SITE INFORMATION.

PROJECT EASEMENTS:
A INDICATES AN EASEMENT FOR EMERGENCY VEHICLE ACCESS PURPOSES TO BE DEDICATED TO THE CITY OF STANTON PER THE FINAL MAP.

UTILITY PROVIDERS:	
ELECTRICAL:	SOUTHERN CALIFORNIA EDISON CO. 14155 BAKE PARKWAY IRVINE, CA 92718 1-800-655-4555
GAS:	SOUTHERN CALIFORNIA GAS CO. P.O. BOX 3334 ANAHEIM, CA 92803 1-800-427-2200
SEWER:	CITY OF STANTON 7800 KATELLA AVE. STANTON, CA 90680 1-714-379-9222
WATER:	GOLDEN STATE WATER LOS ALAMITOS CSA 10852 S. CHERRY ST. LOS ALAMITOS, CA 90720 1-800-999-4033
FIRE:	O.C. FIRE AUTHORITY 1 FIRE AUTHORITY ROAD IRVINE, CA 92602 1-714-573-6000
CABLE:	SPECTRUM 12040 WESTERN AVE. GARDEN GROVE, CA 92641 1-714-903-4000

FUTURE OWNER/SUBDIVIDER:
BONANNI DEVELOPMENT, INC.
5500 BOLSA AVENUE, SUITE 120
HUNTINGTON BEACH, CA 92649
714-892-0123
CHRIS SEGESMAN

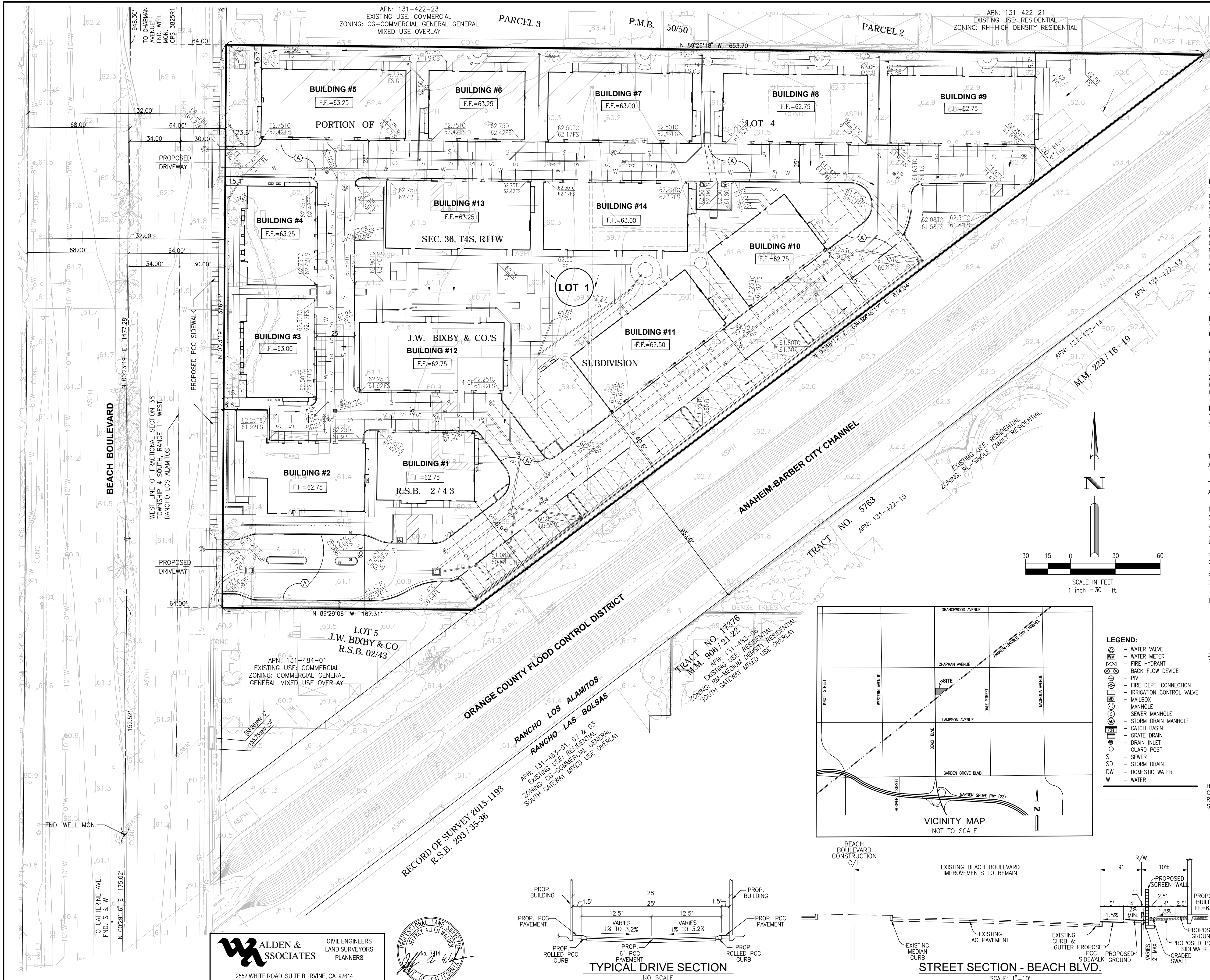
LAND SURVEYOR/CIVIL ENGINEER:
WALDEN & ASSOCIATES
2552 WHITE RD., SUITE B
IRVINE, CA 92614
949-680-0110
JEFFREY WALDEN, P.L.S. 7914
MARIAN VADKERTI, P.E. 72027

CURRENT OWNER:
12 BEACH, L.P., A CALIFORNIA
LIMITED PARTNERSHIP
12200 BEACH BOULEVARD
STANTON, CA 90680

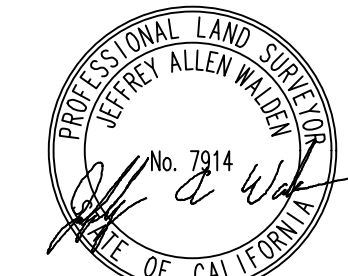
ARCHITECT:
WHA
680 NEWPORT CENTER DRIVE,
SUITE 300
NEWPORT BEACH, CA 92660
ERIC SCOTT

TENTATIVE TRACT NO. 19119
FOR
STANTON TOWNHOMES
12200 BEACH BOULEVARD

Drawing No. _____
Sheet **1** of **1**



WALDEN & ASSOCIATES
CIVIL ENGINEERS
LAND SURVEYORS
PLANNERS
2552 WHITE ROAD, SUITE B, IRVINE, CA 92614
(949) 660-0110 FAX: 660-0418



CITY OF STANTON
7800 KATELLA AVENUE
STANTON, CALIFORNIA 90680

Drawn by BJW
Checked by JAW
PLANS PREPARED UNDER SUPERVISION OF
JEFFREY A. WALDEN
Date 08/23/2021 P.L.S. No. 7314

Reference Plans for these Improvements	Date	By	Revisions	App'd	Scale: AS SHOWN

Engineering _____
Fire _____
Approved By _____
Date _____



INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION

STANTON TOWNHOMES
12200 BEACH BOULEVARD
STANTON, CALIFORNIA
APN 131-422-20



LEAD AGENCY:

CITY OF STANTON
7800 KATELLA AVENUE
STANTON, CA 90680

REPORT PREPARED BY:

BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING
2211 S. HACIENDA BOULEVARD, SUITE 107
HACIENDA HEIGHTS, CALIFORNIA 92240

OCTOBER 18, 2021

STAN 003



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MITIGATED NEGATIVE DECLARATION

PROJECT NAME: Stanton Townhomes

PROJECT APPLICANT: The Applicant for the proposed project is Mr. Chris Segesman, Bonanni Development, 5500 Bolsa Avenue, Suite 120, Huntington Beach, California 92649.

PROJECT ADDRESS: 12200 Beach Boulevard, Stanton, CA 90680.

CITY AND COUNTY: City of Stanton, Orange County

Lead Agency: City of Stanton. The contact information for the Lead Agency is as follows: Jennifer Lilley, AICP, Community and Economic Development Director (714)890-4213. 7800 Katella Ave, City of Stanton, Orange County.

PROJECT: The City of Stanton Community Development Department is reviewing a request submitted by Bonanni Development for the construction of a 3-story, 79-units multi-family residential development located at 12200 Beach Boulevard, near the intersection of Beach Boulevard and Chapman Avenue in the City of Stanton. Other public agencies that will be reviewing the development request include Santa Ana Regional Water Quality Control Board (RWQCB) and South Coast Air Quality Management District (SCAQMD). The proposed 3.55-acre (154,470 square-foot) project site has a zoning designation of Commercial General (CG) with a General Mixed-Use Overlay (GLMX). The General Plan land use designation is General Mixed-Use, which permits the construction of multi-family residential developments. The total floor area for the proposed multi-family residential development would be 123,805 square feet. Surrounding land uses to the proposed project site include: commercial businesses to the north and the south, the Anaheim City Barber Channel to the east, and a regional eight lane arterial roadway to the west. In addition, the proposed project would also involve the construction of a new, off-site parkette referred to as the Orangewood Parkette, consisting of approximately 7,600 square feet located at the intersection of Orangewood Avenue and Santa Rosalia Street. The project applicant is responsible for the design, construction and completion of the parkette as part of their community benefit contribution. As a result, this parkette is an element of the proposed residential development.

FINDINGS: The environmental analysis provided in the attached Initial Study indicates that the proposed project will not result in any significant adverse unmitigable environmental impacts. The initial study identifies potentially significant effects, but:

- (1) Revisions in the project plans or proposals made by, or agreed to by the applicant before a proposed mitigated negative declaration and initial study are released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur, and
- (2) There is no substantial evidence, in light of the whole record before the agency, that the project as revised may have a significant effect on the environment.

For these reasons, the City of Stanton determined that a *Mitigated Negative Declaration* is the appropriate CEQA document for the proposed project. The following findings may be made based on the analysis contained in the attached Initial Study:

- The proposed project *will not* have the potential to substantially degrade the quality of the



environment, substantially reduce the habitat of a fish or wildlife species, cause a fish/wildlife population to drop below self-sustaining levels, threaten to eliminate a plant/animal community, substantially reduce the number or restrict the range of a rare/endangered plant/animal or eliminate important examples of the major periods of California history or prehistory.

- The proposed project *will not* have impacts that are individually limited, but cumulatively considerable.
- The proposed project *will not* have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly.

The environmental analysis is provided in the attached Initial Study prepared for the proposed project. The project is also described in greater detail in the attached Initial Study.





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SECTION 1 INTRODUCTION

1.1 PURPOSE OF THIS INITIAL STUDY

The proposed project would include the construction of a 79-unit, multi-family residential development located at 12200 Beach Boulevard. The proposed 3.55-acre (154,470 square-foot) project site has a zoning designation of Commercial General (CG) with a General Mixed-Use Overlay (GLMX), which permits the construction of multi-family residential developments. The proposed multiple-family residential development will consist of 79-unit townhomes located within fifteen (15) separate buildings that will contain between four to six units in each building. The total floor area for the proposed multi-family residential development would be 123,805 square feet. In addition, the proposed project would also involve the construction of a new, off-site parkette referred to as the Orangewood Parkette, consisting of approximately 7,600 square feet located at the intersection of Orangewood Avenue and Santa Rosalia Street. The project applicant is responsible for the design, construction and completion of the parkette as part of their community benefit contribution. As a result, this parkette is an element of the proposed residential development.

The City of Stanton is the designated *Lead Agency* for the proposed project and will be responsible for the **project's environmental review**. **Section 21067** of the Public Resources Code, part of the California Environmental Quality Act (CEQA) defines a Lead Agency as the public agency that has the principal responsibility for carrying out or approving a project that may have a significant effect on the environment.¹ The proposed development is considered to be a project pursuant to **CEQA**. **As part of the proposed project's environmental review**, the City of Stanton has authorized the preparation of this Initial Study.² Although this Initial Study was prepared with consultant support, the analysis, conclusions, and findings made as part of its preparation fully represent the independent judgement and analysis of the City of Stanton, in its capacity as the Lead Agency. The primary purpose of CEQA is to ensure that decision-makers and the public understand the environmental impacts of the proposed project and that the decision-makers have considered such impacts before considering approval of the project. Pursuant to the CEQA Guidelines, additional purposes of this Initial Study include the following:

- To provide the City of Stanton with information to use as the basis for deciding whether to prepare an Environmental Impact Report (EIR), mitigated negative declaration, or negative declaration for the proposed project;
- **To facilitate the project's environmental assessment early in the design and development of the proposed project;**
- To eliminate unnecessary EIRs; and,
- To determine the nature and extent of any impacts associated with the proposed project.
- To enable modification of the project to mitigate significant impacts of the project.

The City **determined, as part of this Initial Study's preparation, that a *Mitigated Negative Declaration* is the appropriate document for the proposed project's environmental review pursuant to CEQA**. This Initial Study and the *Notice of Intent to Adopt a Mitigated Negative Declaration* will be forwarded to responsible

¹ California, State of. *California Public Resources Code, Division 13, Chapter 2.5. Definitions*. as Amended 2001. §21067.

² Ibid. (CEQA Guidelines) §15050.



agencies, trustee agencies, and the public for review and comment. A 30-day public review period will be provided to allow these agencies and other interested parties to comment on the proposed project and the findings of this Initial Study.³³ Questions and/or comments should be submitted to the following contact at the City of Stanton:

Jennifer Lilley, AICP, Community and Economic Development Director
City of Stanton Planning Division
7800 Katella Avenue
Stanton, CA 90680
CommunityDevelopment@ci.stanton.ca.us

1.2 INITIAL STUDY'S ORGANIZATION

The following annotated outline summarizes the contents of this Initial Study:

- *Section 1 Introduction*, provides the procedural context surrounding this Initial Study's preparation and insight into its composition.
- *Section 2 Project Description*, provides an overview of the existing environment as it relates to the project site and describes the proposed **project's** physical and operational characteristics.
- *Section 3 Environmental Analysis*, includes an analysis of potential impacts associated with the construction and the subsequent operation of the proposed project.
- *Section 4 Findings*, indicates the conclusions of the environmental analysis and the Mandatory Findings of Significance. In addition, this section includes the Mitigation Monitoring and Reporting Program (MMRP).
- *Section 5 References*, identifies the sources used in the preparation of this Initial Study.

The Appendix includes the air quality impact analysis worksheets, noise measurement worksheets, and the traffic study.



³³ California, State of. Public Resources Code section 21091, subdivision (b).



SECTION 2 PROJECT DESCRIPTION

2.1 PROJECT OVERVIEW

The proposed project is to construct a three-story multi-family residential development within a 3.55-acre (154,470 square-foot) site. The proposed multiple-family residential development would consist of 79-unit townhomes located within fifteen (15) separate buildings that will contain between four to six units in each building. The project site has a zoning designation of Commercial General (CG) with a General Mixed-Use Overlay (GLMX), which permits the construction of multi-family residential developments.⁴ In addition, the proposed project would also involve the construction of a new, off-site parkette referred to as the Orangewood Parkette, consisting of approximately 7,600 square feet located at the intersection of Orangewood Avenue and Santa Rosalia Street.⁴ The project applicant is responsible for the design, construction and completion of the parkette as part of their community benefit contribution. As a result, this parkette is an element of the proposed residential development. The project is described in greater detail in Section 2.4 herein.

2.2 PROJECT LOCATION

The project site is located within the *General Mixed-Use (GLMX)* boundaries of the City of Stanton which is located in the northwestern portion of Orange County. The City of Stanton is bounded to the north by the cities of Buena Park and Fullerton; to the east by the City of Anaheim; to the south by the City of Westminster and Garden Grove; and Cypress and Cerritos to the west.⁵ Major geographical features around the City include the Pacific Ocean approximately 7 miles southwest, Coyote Hills located approximately 8 miles north and the Anaheim and Chino Hills Mountains approximately 12 miles from the project site. The general topography of the project site and the surrounding area are level due to being part of the coastal plane. Regional access to the proposed project site is provided by two area highways: The Garden Grove Freeway (SR-22), which extends in an east to west orientation approximately 1.1 miles south of the proposed project site, and Beach Boulevard (SR-39), which extends in a north to south orientation adjacent to the proposed project site.⁶ The location of the proposed project shown in an area map is provided in Exhibit 2-1.

The project site's legal address is 12200 Beach Boulevard. The Assessor's Parcel Number (APN) that is applicable to the site is 131-422-20. Major roadways in the vicinity of the project site include Beach Boulevard, which extends along the project site's west side, and Chapman Avenue, which is located approximately 1,000 feet to the north of the project site. The Orangewood Parkette will be located at the terminus of Orangewood Avenue and Santa Rosalia Street. **The corresponding Assessor's Parcel Number (APN) for the future park will be assigned.** A local vicinity map is provided in Exhibit 2-2.

2.3 ENVIRONMENTAL SETTING

The proposed 3.55-acre (154,470 square-foot) project site is located within an urbanized area that has been previously developed for its current commercial land use by a recreational vehicle (RV) Help You Sell and ShareMyCoach RV Rental Company sales and storage lot. The majority of the property is paved over with asphalt, and ornamental landscaping on the premises.

⁴ WHA Architects, Planners, Designers. *Architectural Site Plan, Stanton Townhomes. 12200 Beach Boulevard. A1.10.* July 22, 2020.

⁵ Google Earth. Website accessed November 17, 2020. Field survey was completed on November 16, 2020.

⁶ Ibid.

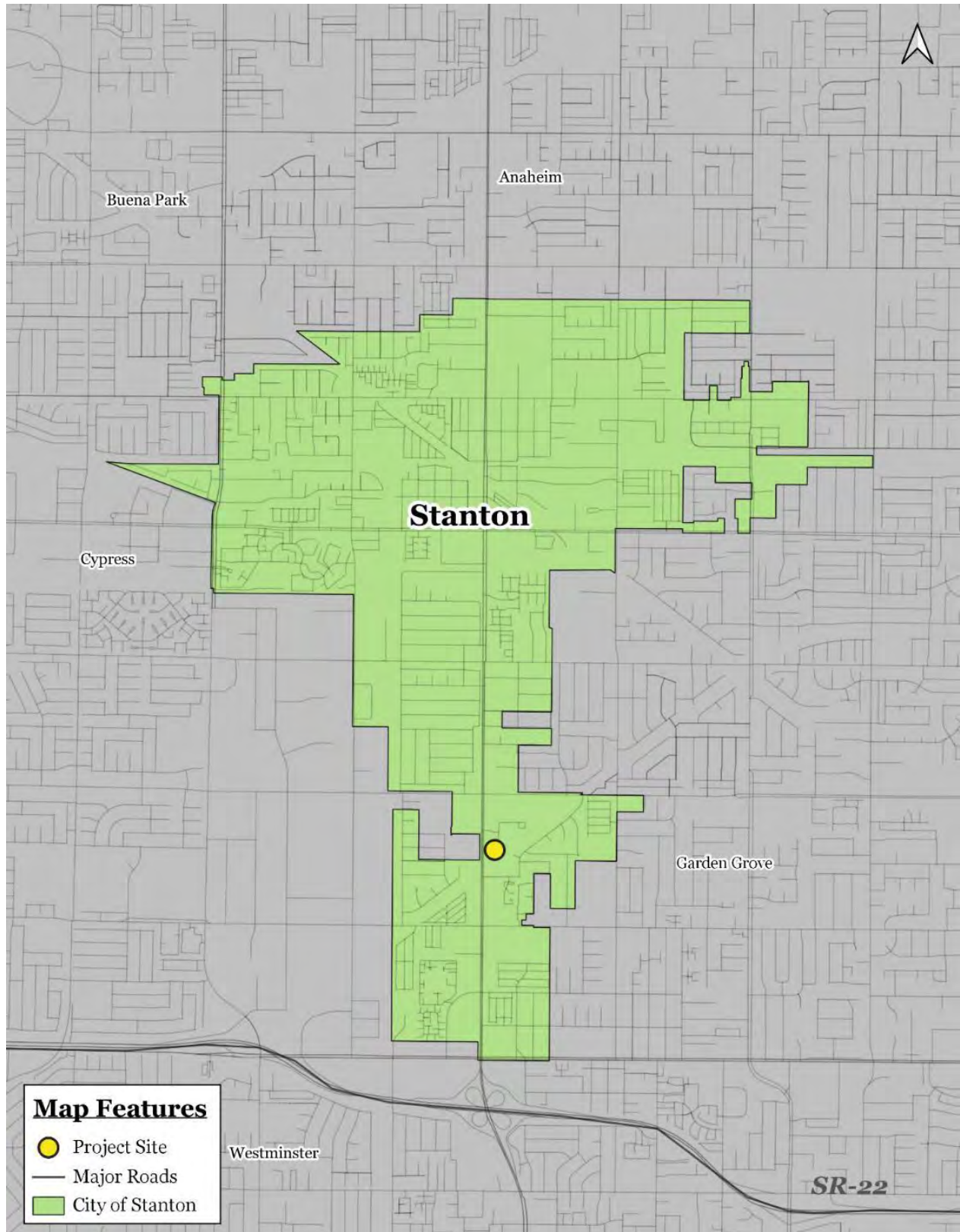


EXHIBIT 2-1
PROJECT **SITE'S** LOCATION IN STANTON

SOURCE: BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING

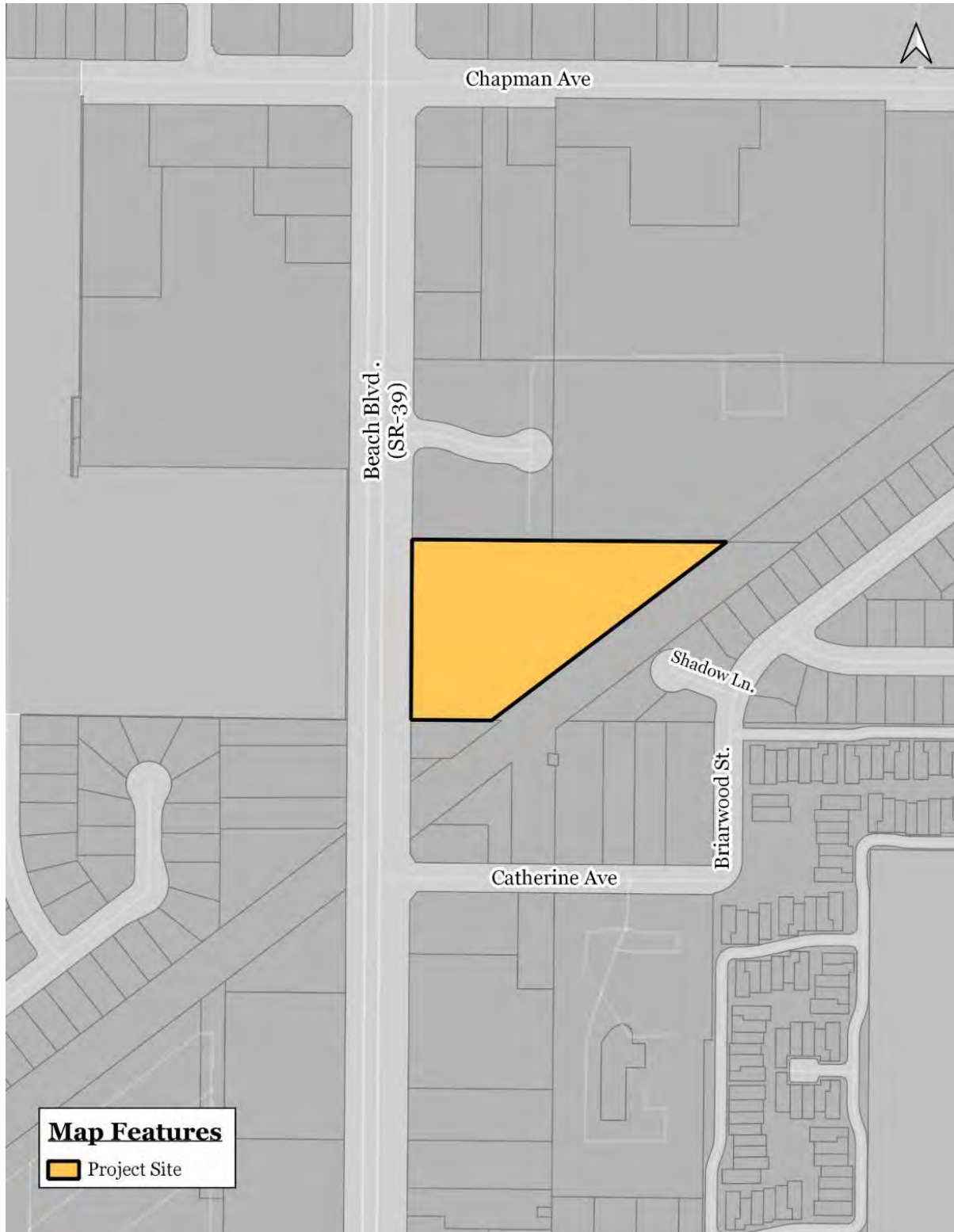


EXHIBIT 2-2 VICINITY MAP

SOURCE: BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING



The project site is located in the southern portion of the City of Stanton. Key land uses located in the vicinity of the proposed project site are outlined below⁷⁷:

- *North of the project site:* Adjacent to the north boundary of the proposed project site is a small commercial center comprised of a community health center, liquor store, dine-in restaurants, and other small commercial land uses. To the northeast is a multi-family residential apartment development that is separated from the project area with parking bordering the structures. Approximately 950-feet north of the proposed project site is the intersection of Beach Boulevard and Chapman Avenue.
- *South of the project site:* Immediately south of the project site is a commercial business, Beach Auto Glass shop. The Anaheim-Barber City Channel extends along the southern boundary of the proposed project site. A three-story mixed used development is currently under construction approximately 150 feet south of the proposed project site. Land uses southwest are a mix of commercial businesses, wholesale manufactured homes and multi-unit residential developments.
- *East of the project site:* To the east of the proposed project site, a 25-foot-wide access road divides the property line from the Anaheim-Barber City Channel. Land uses located to the east of this flood control channel consist of single-family residential land uses.
- *West of the project site:* Abutting west of the proposed project site is Beach Boulevard. Beach Boulevard (SR-39) is a regional eight-lane arterial roadway that extends in a north-to-south orientation connecting the City of Stanton to neighboring communities in Los Angeles and Orange County. Land uses to the west of the project site include a Home Depot, as well as multi-residential uses, churches uses and single-family further west.

The project site is currently occupied by an RV rental commercial business, ShareMyCoach (12200 Beach Boulevard). The project site is shared with another commercial rental business, RV Help You Sell (12200 Beach Boulevard).⁸⁸ An aerial photograph of the project site and the surrounding area is provided in Exhibit 2-3. Photographs of the site are provided in Exhibits 2-5 and 2-6. Additionally, a site plan of the proposed Orangewood Parkette is provided in Exhibit 2-4.

2.4 PROJECT DESCRIPTION

2.4.1 PHYSICAL CHARACTERISTICS OF THE PROPOSED PROJECT

Key project elements are summarized below and on the following pages:

- *Project Site.* The proposed multiple-family residential development will consist of 79-unit townhomes located within fifteen (15) separate buildings that will contain between four to six-plex units in each building configuration. The buildings will be arranged around a central courtyard area. The overall density of the proposed project would be 22.28 dwelling units per acre.⁹

⁷⁷ Google Earth. Website accessed November 17, 2020. Field survey was completed on November 16, 2020.

⁸⁸ Ibid.

⁹ WHA Architects, Planners, Designers. *Architectural Site Plan, Stanton Townhomes. 12200 Beach Boulevard. A1.10.* July 22, 2020.

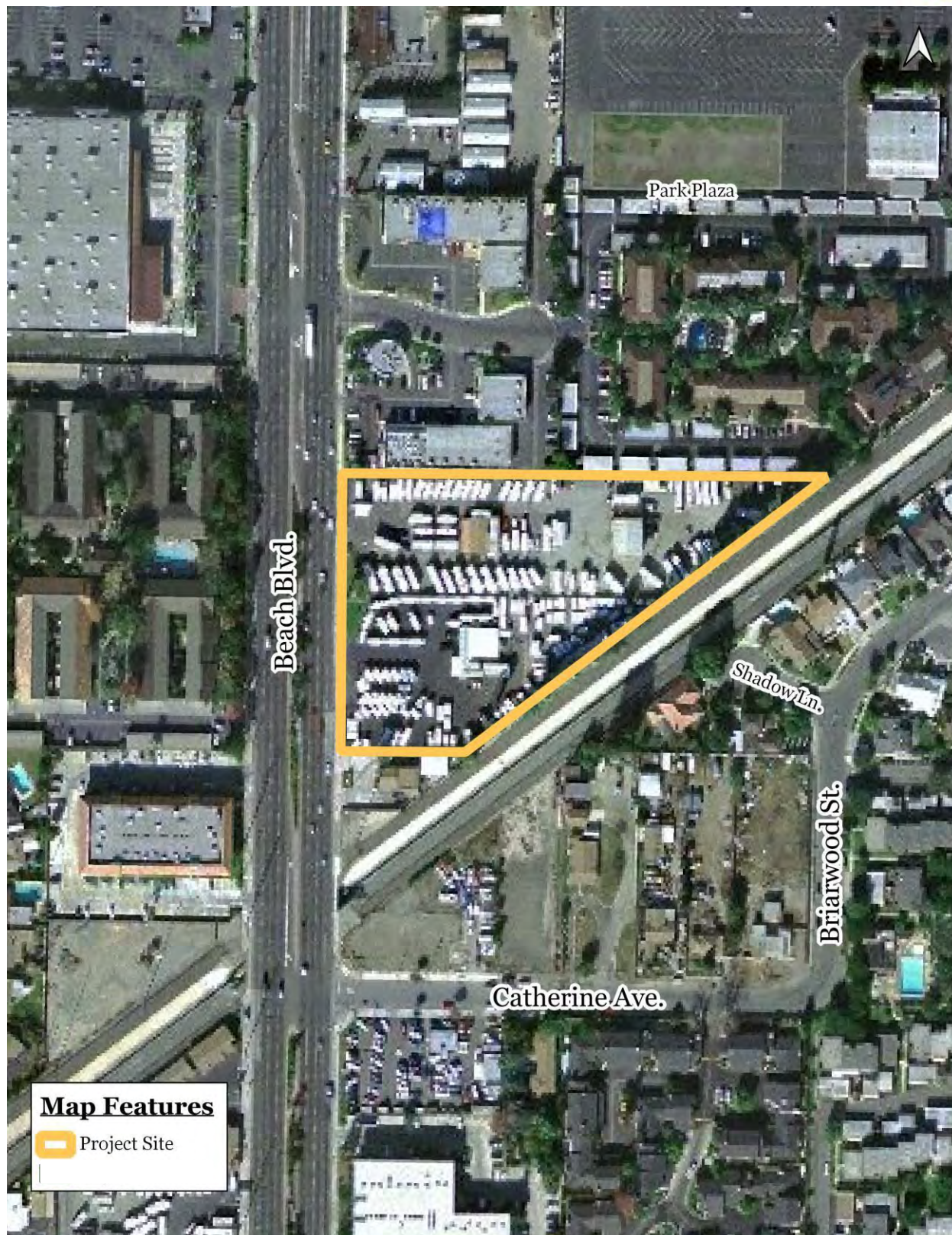


EXHIBIT 2-3
AERIAL PHOTOGRAPH
SOURCE: GOOGLE MAPS



SOURCE: Bonanni Development



View 1: View looking north toward the site across Beach Boulevard.



View 2: View looking south from the site.

EXHIBIT 2-5 PHOTOGRAPHS OF THE PROJECT SITE

SOURCE: BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING



View 3: View looking east with the Anaheim-Barber Channel in the central view.



Figure 4: View of the project site looking north across the Anaheim-Barber Channel (in the foreground).

EXHIBIT 2-6 PHOTOGRAPHS OF THE PROJECT SITE

SOURCE: BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING



- *Proposed Building.* The proposed residential building floor area will be a total of 123,805 square feet. The proposed three-story, 79-unit townhome development would consist of twelve (12) one-bedroom units, seven (7) two-bedroom units, and sixty (60) three-bedroom units with a proposed maximum building height of thirty-seven (37) feet. Ten percent of the units (8 units) will be reserved for moderate income households pursuant to the Stanton Municipal Code, Chapter 20, Section 330.¹⁰
- *Parking.* The one-bedroom units provide one ground level, enclosed parking space each. Each two and three-bedroom unit would be provided two ground level, enclosed parking spaces (146 spaces in total). A total of 56 open, off-street parking spaces will be provided along the project site's south side in addition to the 146-garage parking spaces (per unit size). As required, a total of 3 spaces will be provided that are ADA accessible.¹¹
- *Access and Circulation.* The only public access will be provided by a gated entrance located at the southernmost portion of the site on Beach Boulevard. For emergency access, a secondary gated entrance will be provided on the northern portion of the site along Beach Boulevard. Internal circulation will be facilitated by a 25-foot-wide drive aisle that will provide access to the individual units. Lighting for this project will be provided by FX luminaire fixtures for surface mounting, tight fitting areas and walking paths. Additionally, pole lights and LED string lights will be installed.
- *Open Space and Landscaping.* Open space will total 34,381 square feet in the form of street trees, ornamental shrubs and ground cover and vines. This open space will be provided along the Beach Boulevard frontage, around the individual buildings, and in the central portion of the development. The Applicant is proposing an affordable component to the project by applying for an allowable concession and proposing an alternative development standard that would conform to the City of Stanton Municipal Code Section 20.330.040 (Affordability and Density Bonus). The community benefit is the affordable units being proposed.
- *Utilities.* The Golden State Water District (GSWD) West Orange County System would continue to provide water services to the proposed project site. The proposed project would utilize existing curbs and gutters in adjacent roadways for stormwater runoff collection (storm drain facilities are owned and maintained by the City's Public Works Department).

The proposed project is summarized in Table 2-1, which is shown below. The proposed site plan is shown in Exhibit 2-7 and the building elevations are provided in Exhibit 2-8 and 2-9.

Table 2-1
 Project Summary Table

Project Element	Description
Site Area	154,470 sq. ft. (3.5 acres)
No. of Units	79 Condominium Units
Total Building Floor Area	123,805 sq. ft.
Floor Area Ratio (FAR)	FAR: 0.80
Maximum Building Height	37 ft.
Landscaping	52,764 sq. ft.
Parking	202 spaces

SOURCE: BONANNI DEVELOPMENT

¹⁰ WHA Architects, Planners, Designers. *Architectural Site Plan, Stanton Townhomes. 12200 Beach Boulevard. A1.10.* July 22, 2020.

¹¹ Ibid.



EXHIBIT 2-7
 SITE PLAN OF PROJECT
 SOURCE: BONANNI DEVELOPMENT



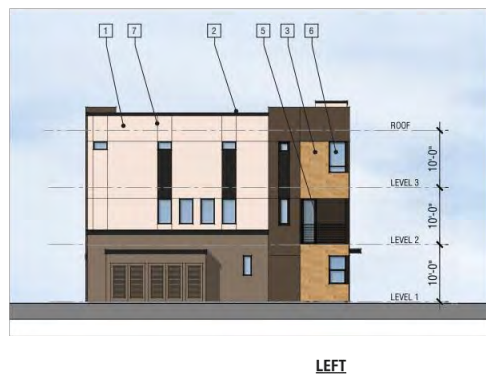
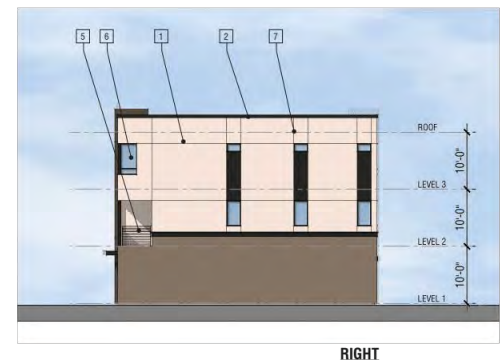
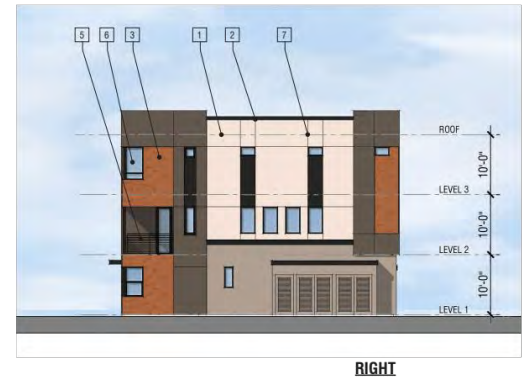


EXHIBIT 2-8 PROJECT ELEVATIONS

SOURCE: BONANNI DEVELOPMENT

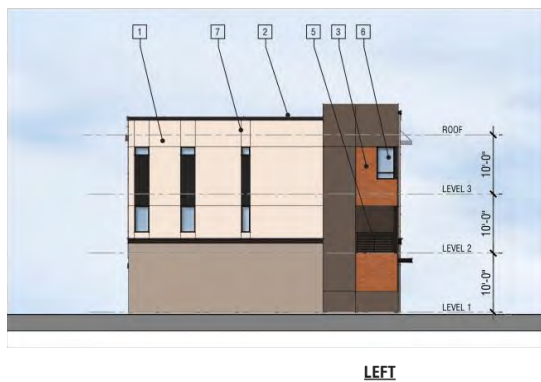
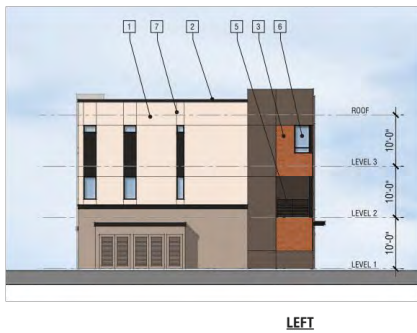


EXHIBIT 2-9 PROJECT ELEVATIONS

SOURCE: BONANNI DEVELOPMENT



2.4.2 OPERATIONAL CHARACTERISTICS OF THE PROPOSED PROJECT

The proposed project would consist of a 79-unit townhome development, comprised of twelve (12) one-bedroom units, seven (7) two-bedroom units, and sixty (60) three-bedroom units with a maximum building height of thirty-seven (37) feet. These units would be “for sale” owner-occupied units. In addition, ten percent of the total number of units or eight (8) units, would be reserved for moderate income households. Assuming an average household size of 3.38 persons per household, which corresponds to the most recent U. S. Census estimates for the City of Stanton, the proposed development would potentially house up to 267 residents.¹²

2.4.3 CONSTRUCTION CHARACTERISTICS

The total land area to be developed during the construction of the proposed project is a 3.55-acre (154,470 square-foot) parcel, located near the intersection of Beach Boulevard and Chapman Avenue in the City of Stanton. The construction for the proposed project would take approximately twelve months to complete. The construction is anticipated to commence in the beginning of 2022. The key construction phases are outlined below:

- *Phase 1 - Grading.* The project site would be graded and readied for construction. This phase would require one month to complete.
- *Phase 2 - Site Preparation.* During this phase, the building footings, utility lines, and other underground infrastructure would be installed. This phase would require one month to complete.
- *Phase 3 - Vertical Construction.* The new buildings would be constructed during this phase. This phase will take approximately seven months to complete.
- *Phase 4 - Paving and Finishing.* This phase will involve the paving of the site. This phase will take approximately two months to complete.
- *Phase 5 – Landscaping and Finishing.* This phase will involve the installation of landscaping and the completion of the on-site improvements. This phase will take approximately one month to complete.

2.4.4 DESCRIPTION OF PROPOSED PARKETTE

The proposed project would also involve the construction of a new, off-site parkette referred to as Orangewood Parkette, consisting of approximately 7,600 square feet located at the intersection of Orangewood Avenue and Santa Rosalia Street. The project would involve the removal of the existing hardscape surfaces and their replacement with landscaped turf. No wastewater connections will be required though water connections will be required for irrigation. The new parkette will be a passive park and because of its small size, no significant impacts are anticipated. The conceptual design for the Orangewood Parkette includes play structures, a bike rack, seating, trees, and a shaded picnic table.

¹² United States Bureau of the Census, Quickfacts [for the] City of Stanton, California.



Key safety implementation measures are outlined below:

- The installation of a second guardrail that is in-line with the westerly curb of Santa Rosalia Street;
- The installation of additional warning signage on the guardrail;
- The installation of louvers on the traffic lights at Orangewood Avenue; and,
- The installation of an oversized, solar-powered **blinking stop sign**; and **“Stop Ahead” stenciling** westbound on Orangewood.

2.5 DISCRETIONARY ACTIONS

A lead agency issues a discretionary approval when the approval requires the exercise of judgement or deliberation, as distinguished from situations where the lead agency merely has to determine whether there has been conformity with applicable statutes or fixed standards. The City of Stanton is the lead agency for the proposed project, and the project will require the following discretionary approvals from the City:

- The Approval of the Site Plan and Design Review SPDR– 811;
- The Approval of the Conditional Use Permit (CUP) 20-04, for a stand-alone residential project in the Mixed-Use zone;
- Planned Development Permit (PDP) 20-07, for projects between 51-500 units;
- Development Agreement (DA) 20-04, for project requiring a PDP;
- Tentative Tract Map (TTM) 20-06, for subdivision of land for condominium purposes TTM; and,
- Mitigated Negative Declaration (MND); and the Adoption of a Mitigation Monitoring and Reporting Program.

Other City nondiscretionary permits include:

- Demolition permits, grading permits, building permits, and occupancy permits issued by the City of Stanton.

Other permits required by responsible agencies will also include:

- National Pollutant Discharge Elimination System (NPDES) Construction permit issued by California State Water Resources Control Board;
- General and Operations Permit issued by the Santa Ana Regional Water Quality Control Board (SWRCB);
- A Construction Permit issued by the South Coast Air Quality Management District (SCAQMD); and,
- An encroachment permit from Caltrans for the Beach Boulevard driveways.





SECTION 3 ENVIRONMENTAL ANALYSIS

This initial study is prepared in compliance with the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21000, et seq. and the State CEQA Guidelines (California Code of Regulations Section 15000, et seq.). Specifically, the preparation of an Initial Study is guided by Section 15063 of the State CEQA Guidelines. This format of the study is presented as follows. The project is evaluated based on its effect on 21 major categories of environmental factors. Each factor is reviewed by responding to a series of questions regarding the impact of the project on each element of the overall factor. The Initial Study checklist provides a formatted analysis that provides a determination of the effect of the project on the factor and its elements. The effect of the project is categorized into one of the following four categories of possible determinations:

- *No Impact:* No impacts are identified or anticipated, and no mitigation measures are required.
- *Less than Significant Impact:* No significant adverse impacts are identified or anticipated, and no mitigation measures are required.
- *Less than Significant Impact with Mitigation:* Possible significant adverse impacts have been identified or anticipated and the following mitigation measures are required as a condition of project approval to reduce these impacts to a level below significant. The required mitigation measures are: (List of mitigation measures)
- *Potentially Significant Impact:* Significant adverse impacts have been identified or anticipated. An Environmental Impact Report (EIR) is required to evaluate these impacts, which are (List of the impacts requiring analysis within the EIR).

At the end of the analysis the required mitigation measures are restated and categorized as being either self-monitoring or as requiring a Mitigation Monitoring and Reporting Program.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below will be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|--|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality |
| <input checked="" type="checkbox"/> Biological Resources | <input checked="" type="checkbox"/> Cultural Resources | <input type="checkbox"/> Energy |
| <input type="checkbox"/> Geology/Soils | <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials |
| <input type="checkbox"/> Hydrology / Water Quality | <input type="checkbox"/> Land Use/ Planning | <input type="checkbox"/> Mineral Resources |
| <input checked="" type="checkbox"/> Noise | <input type="checkbox"/> Population / Housing | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Recreation | <input type="checkbox"/> Transportation / Traffic | <input checked="" type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Utilities / Service Systems | <input type="checkbox"/> Wildfire | <input type="checkbox"/> Mandatory Findings of Significance |



DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation, the following finding is made:

<input type="checkbox"/>	The proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION shall be prepared.
<input checked="" type="checkbox"/>	Although the proposed project could have a significant effect on the environment, there shall not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION shall be prepared.
<input type="checkbox"/>	The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
<input type="checkbox"/>	The proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
<input type="checkbox"/>	Although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

 Signature (prepared by)

 Date





3.1 AESTHETICS

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project have a substantial adverse effect on a scenic vista?				✗
B. Would the project substantially damage scenic resources including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?				✗
C. In non-urbanized areas, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings (public views are those that are experienced from a publicly accessible vantage point)? If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?				✗
D. Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			✗	

3.1.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *Would the project have a substantial adverse effect on a scenic vista?* • No Impact

There are no major physiographic features within the vicinity of the project site. Distant views of the Chino Hills and Anaheim Mountains approximately 12 miles to the northeast are obscured by existing commercial and residential developments as well as above ground utility lines located adjacent to Beach Boulevard. The proposed three-story townhome development would have a maximum building height of thirty-seven (37) feet. This development would not affect distant mountain views from nearby developments or the public-right-of-way. The proposed development of the parkette would not require any significant vertical construction that will obstruct any surrounding views. **Additionally, the City of Stanton's General Plan does not list any scenic views within the City. As a result, no impacts will occur.**

B. *Would the project substantially damage scenic resources including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?* • No Impact.

According to the California Department of Transportation (Caltrans), the proposed project site is not located near a designated State or County designated scenic highway. The closest designated scenic highway to the project site is a 16-mile segment of the Pacific Coast Highway (SR-1) located approximately 7 miles to the southwest of the project site. The project site is paved over in its entirety and previously developed for its current commercial land use with no trees, significant rock outcroppings, or existing structures. The project site does not contain any buildings listed in the State or National registrar (refer to the discussion under Cultural Resources). Additionally, the parkette is currently paved over with asphalt and will require limited excavation for the installation of the new turf. As a result, no impacts will occur.



- C. *In non-urbanized areas, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings (public views are those that are experienced from a publicly accessible vantage point)? If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?* • **No Impact**

The proposed project site is located in an urbanized area and surrounded by commercial and residential land uses. Distant views of the Chino Hills and Anaheim Mountains approximately 12 miles to the northeast are obscured by existing commercial and residential developments as well as above ground utility lines located adjacent to Beach Boulevard. The proposed three-story townhome development would have a maximum building height of thirty-seven (37) feet. The new project would not affect distant mountain views from nearby developments or the public-right-of-way. Furthermore, the proposed development would conform to the applicable development standards within the Municipal Code Chapter 20.530, Site Plan and Design Review. According to the proposed design plan, the development of the parkette would enhance the visual character of the immediate area due to limited excavation and the open space character of the new parkette. The proposed project will not obstruct any views from a public vantage point. As a result, no impacts will occur.

- D. *Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?* • **Less than Significant Impact**

Exterior lighting can be a nuisance to adjacent land uses that are sensitive to this lighting. This nuisance lighting is referred to as light trespass, which is typically defined as the presence of unwanted light on properties located adjacent to the source of lighting. A high level of nighttime illumination already exists along Beach Boulevard due to the degree of development in the vicinity of the project area. Project-related sources of nighttime light would be typical of that associated with residential land uses, including parking area lighting, security lighting, and vehicular headlights. Light sensitive land uses that are located in close proximity to the project site include the Beach Creek Resort Apartments, located opposite the project site on the west side of Beach Boulevard; the Su Casa Apartments and the Park Plaza Apartment located to the north of the project site; and a single-family residential neighborhood located to the south side of the project site on the south side of the Anaheim-Barber City Channel. The proposed development of the Orangewood Parkette is adjacent to residential developments on the northern and southern sides. To the west of the project site is vacant land that is closed off by a permanent wall and secondary fencing due to the presence of functional railroad tracks. The City of Stanton Municipal Code Section 20.300.080, Outdoor Light and Glare, includes the following requirements that are designed to minimize the impacts of outdoor lighting on sensitive uses.

- Outdoor lighting fixtures shall be designed, shielded, aimed, located, and maintained to shield adjacent properties and to not produce glare onto adjacent properties or roadways.
- Parking lot light fixtures and light fixtures on buildings shall be full cut-off fixtures.
- In parking lots, light fixture poles shall not be more than 30 feet in height and lamps shall be high pressure sodium (HPS).
- Street lighting shall be provided in compliance with the requirements of the Department of Public Works.



- Flashing, revolving, or intermittent exterior lighting visible from any lot line or street shall be prohibited, except if approved as an accessory feature on a temporary basis in conjunction with a Temporary Use Permit issued in compliance with Municipal Code Chapter 20.540, Temporary Use Permits, Annual Advertising Permits and Special Event Permits.
- Pursuant to Municipal Code Section 20.300.080, the average-maintained lighting levels for the proposed project shall not exceed 0.5 foot-candles at lot line boundaries and 1.0 foot-candles at buildings, parking lots, or other areas. The maximum-to-average ratio shall not exceed 2.5 to 1. Additionally, the **project's** light sources would be similar to those of the surrounding land uses.

As previously indicated, the project Applicant will be required to adhere to the abovementioned policies and regulations governing light and glare. Additionally, uses being incorporated within this project would be consistent with surrounding land uses. As a result, the potential impacts are considered to be less than significant.

3.1.2 CUMULATIVE IMPACTS

The potential for cumulative aesthetic impacts is typically site specific. Due to the surrounding area being largely developed, the lighting associated with the projects developments and structures would not substantially increase light and glare in the vicinity of both the project sites. Compliance with Municipal Code regulations would ensure light and glare impacts are less than significant. Potential light-trespass impacts resulting from lighting would be minimized through compliance with all pertinent development standards.

3.1.3 MITIGATION MEASURES

The preceding analysis indicated that the projects aesthetic impacts would be less than significant. As a result, no mitigation measures are required.



EXHIBIT 3-1
ARCHITECTURAL ELEVATION
SOURCE: BONANNI DEVELOPMENT



3.2 AGRICULTURE & FORESTRY RESOURCES

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural uses?				×
B. Would the project conflict with existing zoning for agricultural uses, or a Williamson Act Contract?				×
C. Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?				×
D. Would the project result in the loss of forest land or conversion of forest land to a non-forest use?				×
E. Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to a non-forest use?				×

3.2.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

- A. *Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural uses?* • *No Impact.*

According to the California Department of Conservation, both of the proposed project sites (the proposed residential development and the parkette) do not contain any areas of Farmland of Statewide Importance, and no agricultural uses are located onsite or adjacent to the properties. The implementation of the proposed projects would not involve the conversion of any prime farmland, unique farmland, or farmland of statewide importance to urban uses. As a result, no impacts will occur.¹¹

- B. *Would the project conflict with existing zoning for agricultural uses, or a Williamson Act Contract?*
 • *No Impact.*

According to the California Department of Conservation Division of Land Resource Protection, neither the Stanton Townhomes nor the Orangewood Parkette projectsites are subject to a Williamson Act Contract.¹² As a result, no impacts on existing Williamson Act Contracts will result from the proposed project's implementation.

¹¹ California Department of Conservation, Division of Land Resource Protection, Farmland Mapping, and Monitoring Program. *California Important Farmland Finder*.

¹² California Department of Conservation. *State of California Williamson Act Contract Land*. <http://ftp.consrv.ca.gov/>



- C. *Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?* • *No Impact.*

The City of Stanton and the proposed project site are located within a larger built-up urban area. Specifically, the project site is zoned for *General Mixed-Use (GLMX)* land uses and is surrounded by urban development. Additionally, the proposed parkette project site is located within an established *Single-Family Residential (RL)* zone. As a result, no impacts on forest land or timber resources will result from the proposed projects implementation.

- D. *Would the project result in the loss of forest land or conversion of forest land to a non-forest use?* • *No Impact.*

No forest lands are found within the project sites or the adjacent properties. As stated previously, the project sites are located within the *General Mixed-Use (GLMX)* and *Single-Family Residential (RL)* zones and are surrounded by urban and residential development. The land use designation that is applicable to the project sites do not provide for the forest land protection. Therefore, no loss or conversion of existing forest lands will result from implementation of the proposed projects. As a result, no impacts will occur.

- E. *Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to a non-forest use?* • *No Impact.*

The proposed projects would not involve the disruption or damage to the existing environment that results in a loss of farmland to nonagricultural use or conversion of forest land to non-forest use because the project sites are not located in close proximity to farmland or forest land. As a result, no impacts will occur.

3.2.2 CUMULATIVE IMPACTS

As indicated in the previous section, both the Stanton Townhomes and Orangewood Parkette projects do not include any farmland uses or forest resources. As a result, the proposed projects implementation will not lead to a cumulative loss of farmland or forest land resources and no cumulative impacts will occur.

3.2.3 MITIGATION MEASURES

The analysis of agricultural and forestry resources indicated that no impact on these resources would occur as part of the proposed projects implementation. As a result, no mitigation is required.



3.3 AIR QUALITY

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project conflict with or obstruct implementation of the applicable air quality plan?			✗	
B. Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable Federal or State ambient air quality standard?			✗	
C. Would the project expose sensitive receptors to substantial pollutant concentrations?			✗	
D. Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?				✗

3.3.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *Would the project conflict with or obstruct implementation of the applicable air quality plan?* • **Less Than Significant Impact.**

The project sites and the City of Stanton are located within the South Coast Air Basin (SCAB). The SCAB covers a 6,600 square mile area within Orange County and the non-desert portions of Los Angeles County, Riverside County, and San Bernardino County. Air quality in the SCAB is monitored by the South Coast Air Quality Management District (SQAQMD) at various monitoring stations throughout the area. Measures to improve regional air quality are outlined in the **SCAQMD's** Air Quality Management Plan (AQMP). The most recent AQMP was adopted in 2017 and was jointly prepared with the California Air Resources Board (CARB) and the Southern California Association of Governments (SCAG). The AQMP will help the SCAQMD maintain focus on the air quality impacts of major projects associated with goods movement, land use, energy efficiency, and other key areas of growth. The SCAQMD has established quantitative thresholds of significance for the following criteria of pollutants:

- *Ozone (O3)* is a nearly colorless gas that irritates the lungs, damages materials, and vegetation. Ozone is formed by photochemical reaction (when nitrogen dioxide is broken down by sunlight).
- *Carbon Monoxide (CO)* is a colorless, odorless toxic gas that interferes with the transfer of oxygen to the brain and is produced by the incomplete combustion of carbon-containing fuels emitted as vehicle exhaust.
- *Nitrogen Oxide (NOx)* is a yellowish-brown gas, which at high levels can cause breathing difficulties. NOx is formed when nitric oxide (a pollutant from burning processes) combines with oxygen.
- *Sulfur Dioxide (SO2)* is a colorless, pungent gas formed primarily by the combustion of sulfur-containing fossil fuels. Health effects include acute respiratory symptoms.



- *PM10 and PM2.5* refers to particulate matter less than ten microns and two and one-half microns in diameter, respectively. Particulates of this size cause a greater health risk than larger-sized particles since fine particles can more easily cause irritation.
- *Reactive Organic Gasses (ROG)* refers to organic chemicals that, with the interaction of sunlight photochemical reactions may lead to the creation of “smog.”

Projects in the South Coast Air Basin (SCAB) generating construction-related emissions that exceed any of the following emissions thresholds are considered to be significant under CEQA:

- 75 pounds per day of reactive organic compounds;
- 100 pounds per day of nitrogen oxides;
- 550 pounds per day of carbon monoxide;
- 150 pounds per day of PM10;
- 55 pounds per day of PM2.5; or,
- 150 pounds per day of sulfur oxides.

A project would have a significant effect on air quality if any of the following operational-related emissions thresholds for criteria pollutants are exceeded:

- 55 pounds per day of reactive organic compounds;
- 55 pounds of nitrogen oxides;
- 550 pounds per day of carbon monoxide;
- 150 pounds per day of PM10;
- 55 pounds per day of PM2.5; or,
- 150 pounds per day of sulfur oxides.

According to the SCAQMD, a project is non-conforming if it conflicts with, or delays implementation of any applicable attainment or maintenance plan. A project is conforming if it complies with all applicable District rules and regulations, complies with all proposed control measures that are not yet adopted from the applicable plan(s), and is consistent with the growth forecasts in the applicable plan(s) (or is directly included in the applicable plan). Conformity with growth forecasts may be established by demonstrating that the project is consistent with the land use plan that was used to generate the growth forecast. An example of a non-conforming project would be one that increases the gross number of dwelling units, increases the number of trips, and/or increases the overall vehicle miles traveled in an affected area relative to the applicable land use plan.¹⁴

The proposed project involves the construction of a 79-unit multi-family residential development located at 12200 Beach Boulevard, near the intersection of Beach Boulevard and Chapman Avenue in the City of Stanton. The proposed 3.55-acre (154,470 square-foot) project site has a General Plan and Zoning designation for *General Mixed-Use (GLMX)* land uses, which permits the construction of multi-family

¹⁴ South Coast Air Quality Management District (SCAQMD). *California Environmental Quality Act (CEQA) and Federal Conformity Guidelines*. Report dated August 2016.



residential developments. The proposed three-story townhomes would consist of twelve (12) one-bedroom units, seven (7) two-bedroom units, and sixty (60) three-bedroom units for a total of seventy-nine (79) new townhome units with a total building footprint of 123,805 square feet.

Projects that are consistent with the projections of employment and population forecasts identified in the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) prepared by SCAG are considered consistent with the SCAQMD growth projections, since the RTP/SCS forms the basis of the land use and transportation control portions of the SCAQMD. According to the Growth Forecast Appendix prepared by SCAG for the 2016-2040 RTP/SCS, the City of Stanton is projected to add a total of 2,900 new residents and 1,300 new employees through the year 2040.¹⁵ The proposed residential development is projected to add 267 new residents to the City. This figure assumes 3.38 people per household, which is the average household size in the City of Stanton according to the U.S. Census. This number of new residents **is well within SCAG's population projections for the City of Stanton (refer to the analysis included in the next section where construction emissions are summarized in Table 3-2)**. In addition, the proposed **project's** long-term (operational) airborne emissions will be below levels that the SCAQMD considers to be a significant impact (the long-term stationary and mobile emissions for the proposed project are summarized in Table 3-3). Additionally, due to the nature of the parkette project, it would not contribute to an increase of residential population and does not interfere with SCAG growth projections set by the City. Therefore, the proposed project will not conflict with or obstruct implementation of the applicable air quality plan and as a result, the impacts will be less than significant.

B. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard? • Less than Significant Impact.

According to the SCAQMD, a project results in a significant impact if it triggers or exceeds the SCAQMD daily emissions threshold identified previously and noted at the bottom of Tables 3-1 and 3-2. In general, a project will have the potential for a significant air quality impact if the project:

- Generates total emissions (direct and indirect) that exceeds the SCAQMD thresholds (the proposed project emissions are less than the thresholds as indicated in Tables 3-1 and 3-2);
- Results in a violation of any ambient air quality standard when added to the local background (the proposed project will not result, in any violation of these standards);
- Does not conform with the applicable attainment or maintenance plan(s) (the proposed project is also **in conformance with the City's Zoning and General Plan** designations); and,
- Exposes sensitive receptors to substantial pollutant concentrations, including those resulting in a cancer risk greater than or equal to 10 in a million and/or a Hazard Index (HI) (non-cancerous) greater than or equal to 1 (the proposed project will not expose sensitive receptors to substantial pollutant concentrations nor is the site located near any sensitive receptors).

The proposed project's construction and operation will not lead to a violation of the above-mentioned criteria. The analysis of daily construction and operational emissions was estimated using the California Emissions Estimator Model (CalEEMod V.2020.4.0). For air quality modeling purposes, a twelve-month

¹⁵ SCAG 2016 RTP/SCS Demographics and Growth Forecast Appendix. December 2015.
http://scagrtpscsc.net/Documents/2016/draft/d2016RTPSCS_DemographicsGrowthForecast.pdf



period of construction for all five phases was assumed. The daily construction emissions are shown in Table 3-1 and operational emissions in pounds per day are shown in Table 3-2.

Table 3-1
 Estimated Daily Construction Emissions

Construction Phase	ROG	NOx	CO	SO ₂	PM ₁₀	PM _{2.5}
Site Preparation (on-site)	3.17	33.08	19.70	0.04	21.27	11.59
Site Preparation (off-site)	0.06	0.04	0.68	--	0.20	0.05
Total Site Preparation	3.23	33.12	20.38	0.04	21.47	11.64
Grading (on-site)	1.95	20.85	15.27	0.03	8.02	4.29
Grading (off-site)	0.05	0.04	0.57	--	0.17	0.04
Total Grading	2.00	20.89	15.84	0.03	8.19	4.33
Building Construction (on-site)	1.71	15.62	16.36	0.03	0.81	0.76
Building Construction (off-site)	0.33	0.83	3.58	0.01	1.09	0.30
Total Building Construction	2.04	16.45	19.94	0.04	1.90	1.06
Paving (on-site)	0.92	8.79	12.19	0.02	0.44	0.40
Paving (off-site)	0.06	0.04	0.70	--	0.22	0.06
Total Paving	0.98	8.83	12.89	0.02	0.66	0.46
Architectural Coating (on-site)	43.23	1.30	1.81	--	0.71	0.71
Architectural Coating (off-site)	0.06	0.04	0.63	--	0.20	0.05
Total Architectural Coating	43.29	1.34	2.44	--	0.91	0.76
Maximum Daily Emissions	43.29	33.13	21.16	0.04	21.47	11.64
Daily Thresholds	75	55	550	150	150	55
Significant Impact?	No	No	No	No	No	No

Source: CalEEMod V.2020.4.0.

The maximum daily construction emissions derived from the CalEEMod are compared to the SCAQMD's thresholds in Table 3-1. As indicated in Table 3-1, the maximum daily construction emissions would be significantly below the SCAQMD thresholds. Nevertheless, the Applicant and/or the contractors will be required to comply with SCAQMD Rule 402 (nuisance odors) and SCAQMD Rule 403 (fugitive dust). These two SCAQMD Rules require the implementation of Best Available Control Measures (BACMs) for each fugitive dust source, and the Best Available Control Technologies (BACTs) for area sources and point sources. The BACMs and BACTs would include the following:

- *Fugitive Dust Prevention.* The Applicant/Contractors shall ensure that watering of the site or other soil stabilization method shall be employed on an on-going basis after the initiation of any grading activity on the site. Portions of the site that are actively being graded shall be watered regularly (at least twice a day).
- *Erosion Prevention.* The Applicant/Contractors shall ensure that all disturbed areas are treated to prevent erosion until the site is constructed upon. The Applicant/Contractors shall ensure that landscaped areas are installed as soon as possible to reduce the potential for wind erosion. The Applicant/Contractors shall ensure that all grading activities are suspended during first and second stage ozone episodes or when winds exceed 25 miles per hour.



- *Equipment Emissions.* During Construction, exhaust emissions from construction vehicles and equipment and fugitive dust generated by equipment traveling over exposed surfaces, would increase NO_x and PM₁₀ levels in the area.

Long-term emissions refer to those air quality impacts that will occur once the proposed project has been constructed and is operational. These impacts will continue over the operational life of the project. The two main sources of operational emissions include mobile emissions and area emissions related to off-site electrical generation. The analysis of long-term operational impacts summarized in Table 3-2 also used the CalEEMod V.2020.4.1 computer model. The analysis summarized in Table 3-2 indicates that the operational (long-term) emissions will be below the SCAQMD daily emissions thresholds.

Table 3-2
 Estimated Operational Emissions in lbs./day

Emission Source	ROG	NO _x	CO	SO ₂	PM ₁₀	PM _{2.5}
Area-wide (lbs./day)	35.41	2.68	73.17	0.16	9.51	9.51
Energy (lbs./day)	0.06	0.52	0.52	--	0.04	0.04
Mobile (lbs./day)	2.96	3.15	30.12	0.07	7.30	1.98
Total (lbs./day)	38.4	6.35	103.5	0.23	16.86	11.53
Daily Thresholds	55	55	550	150	150	55
Significant Impact?	No	No	No	No	No	No

Source: CalEEMod V.2020.4.0.

The potential long-term (operational) and short-term (construction) emissions associated with the **proposed project's implementation are compared to the SCAQMD's daily emissions threshold in Table 3-1 and 3-2, respectively.** As indicated in these tables, the short and long-term emissions will not exceed the SCAQMD daily thresholds. Adherence to the above SCAQMD rules will further reduce the potential construction related impacts to levels that are less than significant.

- C. *Would the project expose sensitive receptors to substantial pollutant concentrations?* • *Less than Significant Impact.*

The SCAQMD requires that CEQA air quality analyses determine whether a proposed project would result in an exceedance of localized emissions thresholds or localized standard thresholds (LSTs). LSTs only apply to short-term (construction) and long-term (operational) emissions at a fixed location and do not include off-site or area-wide emissions. The approach used in the analysis of the proposed project utilized a number of screening tables that identified maximum allowable emissions (in pounds per day) at a specific distance to a receptor. The pollutants that are the focus of the LST analysis include the conversion of NO_x to NO₂; carbon monoxide (CO) emissions from construction; PM₁₀ emissions from construction; and PM_{2.5} emissions from construction. According to the SCAQMD, residences, schools, daycare centers, playgrounds, and medical facilities are considered sensitive receptor land uses. Furthermore, fugitive dust emission, which is responsible for PM₁₀ and PM_{2.5} emissions, will further be reduced through the implementation of SCAQMD regulations related to fugitive dust generation and other construction-related emissions. These SCAQMD regulations are standard conditions required for every construction project undertaken in the City of Stanton as well as in the cities and counties governed by the SCAQMD.



The nearest sensitive receptors are located approximately 75 feet to the northeast of the project site. The sensitive receptors are shown in Exhibit 3-2. For purposes of the LST analysis, the receptor distance used was 25 meters since sensitive receptors are located approximately 25 meters from the site. The thresholds for five acres were selected for the project even though the project site encompasses 3.55 acres.

Table 3-3
 Local Significance Thresholds Exceedance SRA 17 for 5-Acre Sites
 (the site is 3.55 acres)

Emissions	Project Emissions (lbs./day)	Type	Allowable Emissions Threshold (lbs/day) and a Specified Distance from Receptor (in meters)				
			25	50	100	200	500
NO ₂	33.13	Construction	183	167	180	202	245
CO	21.16	Construction	1,053	1,734	2,498	4,018	9,336
PM ₁₀	21.47	Construction	3	10	14	22	45
PM _{2.5}	11.64	Construction	2	3	4	8	27

The emissions generated by the construction of the proposed project will not exceed the LSTs identified above in Table 3-3. Based on the analysis of LST impacts summarized above in Table 3-3, the potential impacts will be less than significant. Further analysis indicated that the primary source of construction PM emissions is fugitive dust. **Adherence to the SCAQMD's Rule 403 will reduce fugitive dust emissions to levels that are less than significant.**

D. Would the project result in other emissions (such as odors or dust) adversely affecting a substantial number of people? • Less than Significant Impact.

The SCAQMD has identified land uses that are typically associated with odor complaints. These uses include activities involving livestock, rendering facilities, food processing plants, chemical plants, composting activities, refineries, landfills, and businesses involved in fiberglass molding.¹⁴ The proposed residential development will not be involved in any of the aforementioned odor-generating activities. Future construction-related trucks must adhere to Title 13 - §2485 of the California Code of Regulations, which limits the idling of diesel-powered vehicles to less than five minutes. **Adherence to the aforementioned standard condition will minimize odor impacts from diesel trucks. In addition, the project's contractors must adhere to SCAQMD Rule 403 regulations, which significantly reduces the generation of fugitive dust. Adherence to Rule 403 Regulations and Title 13 - §2485 of the California Code of Regulations will reduce potential impacts to levels that are less than significant.**

¹⁴ South Coast Air Quality Management District. *CEQA Air Quality Handbook, Appendix 9*. As amended 2017.

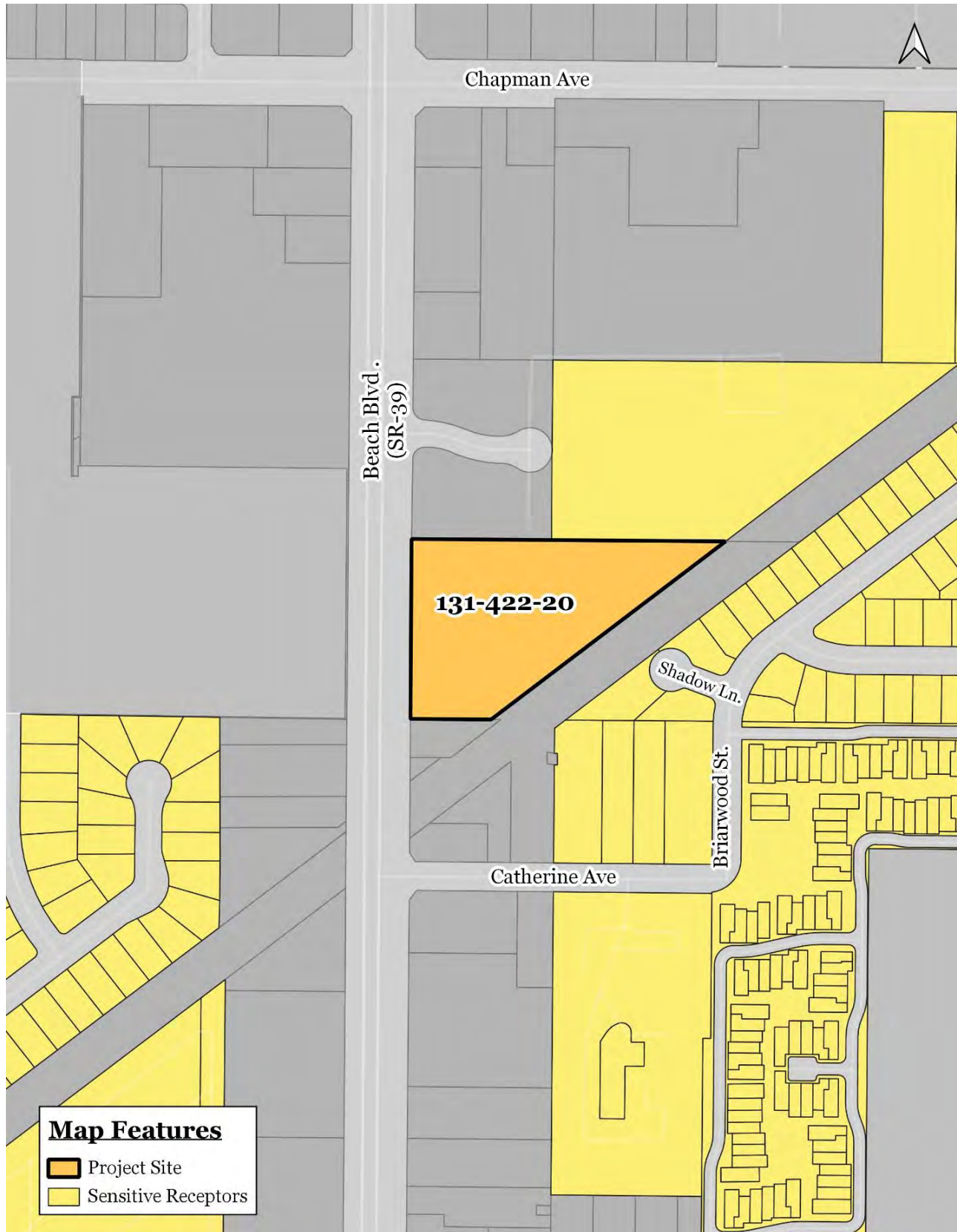


EXHIBIT 3-2
AIR QUALITY SENSITIVE RECEPTORS

SOURCE: BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING



3.3.2 CUMULATIVE IMPACTS

The SCAQMD developed the operational thresholds of significance based on the level above which a **project's** individual emissions would result in a cumulatively considerable contribution to the South Coast's existing air quality conditions. Therefore, a project that exceeds the SCAQMD operational thresholds would also be a cumulatively considerable contribution impact. As described in this section, the proposed **project's** operational emissions would not exceed thresholds. Therefore, the proposed project would not result in a cumulatively considerable contribution to significant cumulative air quality impacts.

3.3.3 MITIGATION MEASURES

The proposed project's air emissions are not considered to represent a significant adverse impact. As a result, no mitigation measures are required. The analysis of air quality impacts indicated that the projected **emissions would be below the SCAQMD's thresholds of significance and for every construction project** undertaken in the City as well as in the cities governed by the SCAQMD would follow the pertinent rules and standard conditions required.



3.4 BIOLOGICAL RESOURCES

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				✗
B. Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?		✗		
C. Would the project have a substantial adverse effect on State or Federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				✗
D. Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory life corridors, or impede the use of native wildlife nursery sites?				✗
E. Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				✗
F. Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plan?				✗

3.4.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

- A. *Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?* • No Impact.

The proposed project site is located in an urban area surrounded by commercial and residential developments and is adjacent to a major roadway (Beach Boulevard/SR-39). Additionally, the parkette project site is surrounded by residential developments and is currently paved over with asphalt. There are no naturally occurring habitats or associated flora and fauna located on either project site that would be affected by the proposed projects implementation. As a result, the site is not a suitable habitat for any species of concern by the United States Fish and Wildlife Service (USFWS) and no impacts are anticipated.

- B. *Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?* • Less than Significant Impact with Mitigation.

According to the United States Fish and Wildlife Service and the results of the site visits, there are no wetland or migratory bird nesting areas located within the project site.¹⁵ The only trees located within the project site boundaries are found along the southern and western boundaries of the project site next to



the Anaheim-Barber Channel. The United States Fish and Wildlife Service is responsible for enforcing the Migratory Bird Treaty Act of 1918. The Migratory Bird Treaty Act of 1918 under US Code, Title 16 Sections 703-712, makes it illegal to take, possess import, export, transport, barter, or offer for sale, purchase, or barter, any migratory bird, or the parts, nests, or eggs of such bird except under the terms of a valid Federal permit. There are a number of mature trees and shrubs located on-site along the southern and western boundaries of the project site which may have the potential to harbor migratory birds. These mature trees and shrubs will be removed during the construction phase to accommodate the proposed project. Nesting and/or migratory species may be impacted by construction activities depending on the time of year. As a result, the following mitigation will be required to reduce potential impacts to nesting and migratory species to a level of less than significant.

- MM-BIO-1: If clearing and/or construction activities would occur during the raptor or migratory bird nesting season (February 15 to August 15), the Applicant and/or its contractor shall retain a qualified biologist to conduct preconstruction surveys for nesting birds up to 14 days before the construction activities commence. A copy of the report must be provided to the Director of Community Development for review and approval prior to the start of any work on the project site. The qualified biologist shall survey the construction zone to determine whether the activities taking place have the potential to disturb or otherwise harm nesting birds. Surveys shall be repeated if project activities are suspended or delayed for more than 15 days during nesting season. If active nest(s) are identified during the preconstruction survey, the biologist shall establish a 100-foot no-activity setback for migratory bird nests and a 250-foot setback for raptor nests. No ground disturbance may occur within the no-activity setback until the nest is deemed inactive by the biologist. The biologist must be approved by the Community Development Director prior to the issuance of any type of permit for the project.

The proposed development will abide by all migratory and nesting bird protections required by the Migratory Bird Treaty Act of 1918. Furthermore, the Orangewood Parkette, is not located by any wetland or migratory bird nesting areas and is currently uninhabited by any vegetation. As a result, the project would result in a less than significant impacts with the incorporation of the aforementioned mitigation.

C. Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? • No Impact.

No wetland areas or riparian habitats (e.g., wetlands, vernal pools, critical habitats for sensitive species, etc.) were observed on either of the sites (the residential development site and the proposed parkette site) during the field investigations.¹⁹ Additionally, no offsite wetland habitats would be affected by the proposed developments since the **project's** construction would be limited to the proposed project sites. As a result, less than significant impacts are anticipated.

D. Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory life corridors, or impede the use of native wildlife nursery sites? • No Impact.

The project site has no utility as a wildlife migration corridor due to the proposed site location adjacent to a major roadway and in the midst of an urban area. The Anaheim-Barber City Channel is located directly southeast of the project site and is listed by the U.S. Fish and Wildlife Service as a riverine habitat. This segment of the flood control channel has been paved over in its entirety and is an unsuitable habitat or,



wildlife corridor for any native resident or migratory fish or wildlife species.¹⁸ The project area is surrounded on all sides by urban and residential developments. Similarly, the proposed parkette project site has been disturbed, paved over and is deemed an unfit habitat or, wildlife migration corridor due to being adjacent to railroad tracks and surrounded by residential developments. Given the urban character of the adjacent parcels and the disturbed character of the project sites, no impacts will occur.

E. Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? • **No Impact**

Title 12, Chapter 12.20 of the Stanton Municipal Code addresses the **City's Street Tree Plan**, and no street trees would be impacted by the proposed project. The only trees located within the project site boundaries are found along the southern and western boundary of the project site next to the Anaheim-Barber Channel and Beach Boulevard. Furthermore, there would be an incorporation of additional trees and no need for any tree replacement or preservation requirements that would be applicable to the proposed project. There are no mature trees located on the parkette site that would be displaced. As a result, no impacts on this issue would result from the project's implementation.

F. Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?
• **No Impact.**

The project sites (the proposed residential development and the parkette) and the surrounding areas are urban and residential land uses that are located within Orange **County's Transportation Authority, Natural Community Conservation Plan, and Habitat Conservation Plan** regions. The proposed **project's** implementation would not be in conflict with the provisions of any adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or State habitat conservation plans. Therefore, no impacts will occur.

3.4.2 CUMULATIVE IMPACTS

All the related projects in the area would be subject to individual project review and conformance with conservation plans and standard provisions for compliance with the state and federal protection laws. Since project-related impacts would be less than significant, cumulative projects would also be required to follow suit, and the cumulative impact from other past, present, and reasonably foreseeable projects would be expected to be less than significant. Therefore, cumulative impacts would be less than significant.

3.4.3 MITIGATION MEASURES

Nesting and/or migratory species may be impacted by construction activities depending on the time of year. As a result, the following mitigation will be provided to reduce potential impacts to nesting and migratory species.

MM-BIO-1 (Biological Resources Impacts). If clearing and/or construction activities would occur during the raptor or migratory bird nesting season (February 15 to August 15), the Applicant and/or its contractor shall retain a qualified biologist to conduct preconstruction surveys for nesting birds up to 14 days before the construction activities commence. A copy of the report must be provided to the Director of Community Development for review and approval prior to the start of any work on the project site. The qualified biologist shall survey the construction zone to determine whether the activities taking place



have the potential to disturb or otherwise harm nesting birds. Surveys shall be repeated if project activities are suspended or delayed for more than 15 days during nesting season. If active nest(s) are identified during the preconstruction survey, the biologist shall establish a 100-foot no-activity setback for migratory bird nests and a 250-foot setback for raptor nests. No ground disturbance may occur within the no-activity setback until the nest is deemed inactive by the biologist. The biologist must be approved by the Community Development Director prior to the issuance of any type of permit for the project.



3.5 CULTURAL RESOURCES

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5 of the CEQA Guidelines?				✗
B. Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5 of the CEQA Guidelines?		✗		
C. Would the project disturb any human remains, including those interred outside of dedicated cemeteries?			✗	

3.5.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *Would the project cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5 of the CEQA Guidelines?* • No Impact.

Historical resources are generally defined by Local, State, and Federal criteria. A site or structure may be historically significant if it is locally protected through a General Plan or historic preservation ordinance. In addition, a site or structure may be historically significant according to State or Federal criteria even if the locality does not recognize such significance. The State of California, through the State Historic Preservation Office (SHPO), also maintains an inventory of those sites and structures that are considered to be historically significant. Finally, the U.S. Department of the Interior has established specific guidelines and criteria that indicate the manner in which a site, structure, or district is to be identified as having **historic significance. To be considered eligible for the National Register, a property's significance may be** determined if the property is associated with events, activities, or developments that were important in the past, with the lives of people who were important in the past, or represents significant architectural, landscape, or engineering elements. Ordinarily, properties that have achieved significance within the past 50 years are not considered eligible for the National Register. Buildings and properties will qualify for a listing on the National Register if they are integral parts of districts that meet certain criteria. Specific criteria outlined in State CEQA Guidelines Section 15064.5 used to evaluate the significance of a historical or cultural resource includes the following:

- A resource listed in or determined to be eligible by the State Historical Resources Commission, for listing in the California Register of Historical Resources (Pub. Res. Code §5024.1, Title 14 CCR, Section 4850 et seq.).
- A resource included in a local register of historical resources, as defined in section 5020.1(k) of the Public Resources Code or identified as significant in an historical resource survey meeting the requirements section 5024.1(g) of the Public Resources Code, shall be presumed to be historically or culturally significant. Public agencies must treat any such resource as significant unless the preponderance of evidence demonstrates that it is not historically or culturally significant.
- Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific,



economic, agricultural, educational, social, political, military, or cultural annals of California may be considered to be an historical resource, provided the lead agency's determination is supported by substantial evidence in light of the whole record. Generally, a resource shall be considered by **the lead agency to be "historically significant" if the resource is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage; is associated with the lives of persons important in our past; embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or has yielded, or may be likely to yield, information important in prehistory or history.**

A search of the National Register of Historic Places and the list of California Historical Resources was conducted for the City.²¹ There are no recorded structures in the National Register of Historic Places or the California Historical Resources list within the City of Stanton. The proposed development will be limited to the project site and will not affect any structures or historical resources listed on the National or State Register or those identified as being eligible for listing on the National or State Register. Furthermore, the project site is not present on the list of historic resources identified by the State Office of Historic Preservation (SHPO).²² **Since the project's implementation will not impact any Federal, State, or locally designated historic resources, no impacts will occur.**

B. Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5 of the CEQA Guidelines? • Less than Significant Impact with Mitigation.

The first occupants of the Southern California area migrated into the region thousands of years prior to the arrival of Europeans. The Southern California area was first occupied by Native Americans who were the descendants of the hunting and gathering peoples that migrated from Asia into North America. The time period in which these early peoples were first established in the Southern California region is uncertain, though there is archaeological evidence that a fully maritime-adapted, seafaring culture existed in Southern California at least ten thousand years ago. On the mainland, discoveries at Rancho La Brea and the recovery of artifacts at Malaga Cove on Santa Monica Bay, suggest a long history of occupation for the region.¹⁶

The greater Los Angeles Basin was previously inhabited by the Gabrieleño-Kizh people, named after the San Gabriel Mission.¹⁷ The Gabrieleño tribe has lived in this region for around 7,000 years.¹⁸ Prior to Spanish contact, approximately 5,000 Gabrieleño people lived in villages throughout the Los Angeles Basin.¹⁹ The early anthropologist and ethnographer, J. P. Harrington, noted the presence of two Indian settlements located in what is now Buena Park along Coyote Creek. Both sites are located at least five miles from the project site.²⁰ Another encampment was recorded in the Brea Canyon area. As part of the AB-52

²⁰²¹CEQA Statutes and Guidelines. Section 15064.5. 2019. Website accessed November 20, 2020.
https://resources.ca.gov/CNRA/legacyfiles/ceqa/docs/2019_CEQA_Statutes_and_Guidelines.pdf

²¹ California State Parks, Office of Historic Preservation. *Listed California Historical Resources*. Website accessed November 20, 2020.

¹⁶ McCawley, William. *The First Angelinos, The Gabrielino Indians of Los Angeles*. 1996.

¹⁷ Tongva People of Sunland-Tujunga. *Introduction*. http://www.lausd.k12.ca.us/Verdugo_HS/classes/multimedia/intro.html

¹⁸ Ibid.

¹⁹ Rancho Santa Ana Botanical Garden. *Tongva Village Site*. <http://www.rsabg.org/tongva-village-site-1>

²⁰ McCawley, William. *The First Angelinos, The Gabrielino Indians of Los Angeles*. 1996.



requirements, local Native American groups were contacted for further information. The Gabrieliño-Tongva **Tribe indicated that the project area is located within the Tribe's ancestral territory but has no** specific information regarding cultural resources in the immediate vicinity. However, the Tribe considers the area to be sensitive for cultural resources, and requests the following mitigation measure:

- MM-CUL-1: The project Applicant will be required to obtain the services of a qualified Native American Monitor during construction-related ground disturbance activities. Ground disturbance is defined by the Tribal Representatives from the Gabrieliño Band of Mission Indians, Kizh Nation as activities that include, but are not limited to, pavement removal, potholing or auguring, boring, grading, excavation, and trenching, within the project area. The monitor must be approved by the tribal **representatives and the City's Community Development Director. The monitor will be present** on-site during the grading and construction phases that involve any ground disturbing activities. The on-site monitoring shall end when the project site grading and excavation activities are completed, or when the monitor has indicated that the site has a low potential for archeological resources. Documentation that the required monitoring has been completed shall be provided to the Chief Building Official prior to the issuance of a Certificate of Occupancy.

The potential impacts will be less than significant with adherence to the aforementioned mitigation.

C. Would the project disturb any human remains, including those interred outside of dedicated cemeteries? • Less than Significant Impact.

There are no dedicated cemeteries located in the vicinity of the project site.²¹ The nearest dedicated cemetery is Magnolia Memorial Park, located approximately 1.5 miles from the project site. The proposed project will be restricted to the project site and therefore will not affect any dedicated cemeteries. Notwithstanding, the following mitigation is mandated by California Code of Regulations (CCR) Section 15064.5(b)(4):

“A lead agency shall identify potentially feasible measures to mitigate significant adverse changes in the significance of an historical resource. The lead agency shall ensure that any adopted measures to mitigate or avoid significant adverse changes are fully enforceable through permit conditions, agreements, or other **measures.”**

Additionally, Section 5097.98 of the Public Resources Code and Section 5097.98 Healthy and Safety Code states:

“In the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the human remains are discovered has determined, in accordance with Chapter 10 (commencing with (b) Section 27460) of Part 3 of Division 2 of Title 3 of the Government Code, that the remains are not subject to the provisions of Section 27491 of the Government Code or any other related provisions of law concerning investigation of the circumstances, manner and cause of any death, and the recommendations concerning the treatment and disposition of the human remains have been made to the person responsible for the excavation, or to his or her authorized representative. The coroner shall make his or her determination within two working days from the time the person



responsible for the excavation, or his or her authorized representative, notifies the coroner of the discovery or recognition of the human remains. If the coroner determines that the remains are not subject to his or her authority and if the coroner recognizes the human remains to be those of a Native American or has reason to believe that they are those of a Native American, he or she shall contact, by telephone within 24 hours, the Native American **Heritage Commission.**”

Adherence to the aforementioned standard condition will ensure potential impacts remain at levels that are less than significant.

3.5.2 CUMULATIVE IMPACTS

The potential cumulative impacts on cultural resources are typically site specific. Furthermore, the analysis determined that the proposed project would not result in any unmitigable impacts on cultural resources. As a result, no cumulative impacts on cultural resources are anticipated.

3.5.3 MITIGATION MEASURES

The analysis of potential cultural resources impacts indicated that the project site’s previous disturbance would limit the potential for cultural resources or human remains to be discovered within the project site. Nevertheless, the following mitigation measure is provided below and in Section 3.18 (Tribal Cultural Resources) to ensure that a tribal representative is present during construction-related ground-disturbing activities.

MM-CUL-1 (Cultural Resources). The project Applicant will be required to obtain the services of a qualified Native American Monitor during construction-related ground disturbance activities. Ground disturbance is defined by the Tribal Representatives from the Gabrieleño Band of Mission Indians, Kizh Nation as activities that include, but are not limited to, pavement removal, potholing or auguring, boring, grading, excavation, and trenching, within the project area. The monitor must be approved by the tribal **representatives and the City’s Community Development Director.** The monitor will be present on-site during the grading and construction phases that involve any ground disturbing activities. The on-site monitoring shall end when the project site grading and excavation activities are completed, or when the monitor has indicated that the site has a low potential for archeological resources. Documentation that the required monitoring has been completed shall be provided to the Chief Building Official prior to the issuance of a Certificate of Occupancy.



3.6 ENERGY

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation?			✗	
B. Would the project conflict with or obstruct a State or local plan for renewable energy or energy efficiency?			✗	

3.6.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

- A. *Would the project result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation? • Less than Significant Impact.*

The City of Stanton is reviewing an application submitted for the construction of a 79-unit multi-family residential development located at 12200 Beach Boulevard. In addition, the proposed project will also involve the construction of a new, off-site parkette known as Orangewood Parkette, consisting of approximately 7,600 square feet located at the intersection of Orangewood Avenue and Santa Rosalia Street. Electricity in the City of Stanton is provided by Southern California Edison Company (SCE). Natural gas service in the City is provided by Southern California Gas Company (SCGC). SCGC maintains medium pressure facilities in nearly every street of the City. As indicated in Table 3-4, the project is estimated to consume approximately 1,217.5 kilowatt (kWh) per year of electricity and 10,423 cubic feet of natural gas on a daily basis. Limited electrical consumption is anticipated for the parkette. The energy consumption will be limited to electricity consumption for the exterior safety lighting.

Table 3-4
 Estimated Annual Energy Consumption

Project	Consumption Rate	Total Project
Existing Conditions (154,470 sq. ft.)		
Electrical Consumption	0.50 kWh/sq. ft./year	211.6 kWh/day
Natural Gas Consumption	--	--
Proposed Project (assumes 79-units)		
Electrical Consumption	5,625 kWh/unit/year	1,217.5 kWh/day
Natural Gas Consumption	4,011 cu. ft/unit/month	10,423 cu. ft./day
Net Change		
Electrical Consumption		1,005.9 kWh/day
Natural Gas Consumption		10,423 cu. ft./day

Source: Southern California Edison and Southern California Gas Company.



The existing uses currently consume an average of 21.6 kWh of electricity daily with little or no natural gas consumption. The majority of this existing consumption is related to on-site security lighting. As shown in Table 3-4, the project will result in an increase of 1,005.9 kWh per day in electrical consumption and an increase of 10,423 cubic feet per day of natural gas consumption.

It is important to note that the project will be constructed in compliance with Part 6 and Part 11 of Title 24 of the California Code of Regulations. Part 6 of Title 24 requires the installation of fixtures and appliances that are certified to the Energy Commission such as windows, indoor and outdoor lighting, doors, appliances, water heaters, and insulation. The use of **these materials will ensure the project's energy** consumption is kept at levels that are considered to be less than significant, especially insulation, which allows buildings to retain heat or cooler indoor temperatures. In addition, Southern California Edison will be able to accommodate the development. Nevertheless, the proposed project will be required to adhere to **the policy identified in the City's Climate Action Plan that requires project to be 20 percent more efficient** than existing code requirement. For all of the foregoing reasons, the proposed project will have a less than significant impact relating to consumption of energy.

B. Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency? • Less Than Significant Impact.

In 2019, the State Building Standards Commission adopted updates to the California Green Building Standards Code (Code) which became effective on January 1, 2020. The California Code of Regulations (CCR) Title 24, Part 11: California Green Building Standards (Title 24) became effective to aid efforts to reduce GHG emissions associated with energy consumption. Title 24 now requires that new buildings reduce water consumption, employ building commissioning to increase building system efficiencies, divert construction waste from landfills, and install low pollutant-emitting finish materials. The 2016 version of the standards became effective as of January 1, 2017. The proposed project will conform to all pertinent energy conservation requirements. As a result, the potential impacts will be less than significant.

3.6.2 CUMULATIVE IMPACTS

The potential cumulative impacts on energy are programmed and planned for in the energy master plans prepared by the utility providers (the Southern California Edison Company and South California Gas Company). These utility providers work with the local jurisdictions and the California Public Utilities Commission (CPUC) to develop their long-range energy plans. As part of this planning process, the utility providers review the local general plans to develop growth projections. As a result, no cumulative impacts on energy impacts are anticipated.

3.6.3 MITIGATION MEASURES

The analysis determined that the proposed project will not result in significant impacts related to energy and mitigation measures are not required.



3.7 GEOLOGY & SOILS

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault; strong seismic ground shaking; seismic-related ground failure, including liquefaction; or landslides?			✗	
B. Would the project result in substantial soil erosion or the loss of topsoil?			✗	
C. Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?			✗	
D. Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (2012), creating substantial direct or indirect risks to life or property?			✗	
E. Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				✗
F. Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				✗

3.7.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

- A. *Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault; strong seismic ground shaking; seismic-related ground failure, including liquefaction; or **landslides?** • Less than Significant Impact.*

The City of Stanton is located within a seismically active region. Many major and minor local faults traverse the entire Southern California region and earthquakes from several active and potentially active faults in the Southern California region could affect the project site. In 1972, the Alquist-Priolo Earthquake Zoning Act was passed in response to the damage sustained in the 1971 San Fernando Earthquake. The Alquist-Priolo Earthquake Fault Zoning Act's main purpose is to prevent the construction of buildings used for human occupancy on the surface trace of active faults. There are no active faults identified by the State within the project site, nor is the project site within an Alquist-Priolo Earthquake Fault Zone. Although the site is within a seismically active region prone to occasional damaging earthquakes, there are no Earthquake Zones of Required Investigation in the vicinity of the project area.



The closest earthquake fault zone defined by the Alquist Priolo Earthquake Fault Zoning Act, is the Los Alamitos fault, which is located approximately three miles to the west of the proposed project site. The proposed project would comply with the 2019 California Building Standards code and Municipal Code Section 16.36.010, which are effective in minimizing any potential seismic-related impacts to structures.

Surface ruptures are visible instances of horizontal or vertical displacement, or a combination of both. The amount of ground shaking depends on the intensity of the earthquake, the duration of shaking, soil conditions, types of building, and distance from epicenter or fault. Other potential seismic issues include ground failure and liquefaction. Ground failure is the loss in stability of the ground and includes landslides, liquefaction, and lateral spreading. According to the United States Geological Survey, liquefaction is the process by which water-saturated sediment temporarily loses strength and acts as a fluid following seismic activity. According to California Department of Conservation Earthquake Hazard Zone maps, the project sites (both the proposed residential development site and the parkette), along with the entire City, are located in an area that is subject to potential liquefaction. The risk for liquefaction is no greater on-site than it is for the surrounding City and this portion of Orange County. The groundwater is estimated to be 20-feet below the ground surface according to Orange County Water District.

A geotechnical study was performed by Group Delta (April 26, 2021) that outlined both the liquefaction characteristics and the requisite design measures that would be required to address the liquefaction for the proposed project. These measures would include 1. the construction of conventional shallow spread footings or mat foundations with ground improvement would be required to reduce or remove liquefaction-induced settlement; 2. the installation of a mat foundation would be required that is structurally designed to accommodate total static and seismic settlements of up to 4inches; and 3. the construction of deep foundations would be required, consisting of grouped 16-inch diameter auger displacement piles (ACD) with either a slab on grade (prone to significant damage following a seismic event with liquefaction triggered) or a structural slab designed to resist liquefaction-induced settlements between the pile groups. The aforementioned geotechnical report concluded that the project is feasible from a geotechnical standpoint, provided that recommendations presented in the report were implemented during design and construction phases of the proposed project. In addition, the proposed project would be required to be constructed in compliance with the CBC which would be verified through the plan check and permitting process. With compliance with existing regulations, the potential impacts related to seismically related ground failure and liquefaction would be less than significant. Additionally, the project site is not subject to the risk of landslides because there are no hills or mountains within the vicinity of the project site. As a result, the potential impacts in regard to ground shaking, liquefaction, and landslides are less than significant.

B. Would the project result in substantial soil erosion or the loss of topsoil? • Less than Significant Impact.

According to the University of California, Davis SoilWeb database, the soils association that underlies the project site belong to the Hueneme-San Emigdio-Bolsa soil complex.²⁷ The project site is level and limited grading will be required for structural supports, building foundations, and utility lines. All grading activities will require grading permits from the City, which include requirements and standards designed to reduce potential erosion impacts. These requirements will effectively mitigate potential stormwater runoff impacts during construction. The project site is currently level and will remain level following the **site's**

²⁷ United States Department of Agriculture, Natural Resources Conservation Service. *Web Soil Survey*. Website accessed November 20, 2020.

²⁸ Ibid.



development. The surface grades within the parking and internal roadways will be designed to facilitate drainage into the nearest curbs and gutters. The implementation will conform to national pollution discharge elimination system (NPDES) guidelines, a storm water pollution prevention plan (SWPPP) and be in compliance with SCAQMD Rule 403. As a result, the impacts will be less than significant.

C. Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse? • Less than Significant Impact.

The **project's** construction will not result in soil erosion since the **project's** contractors must implement the construction best management practices (BMPs) identified in the mandatory SWPPP. The BMPs will minimize soil erosion and the discharge of sediment off-site. The proposed project would be in conformance with Municipal Code Section 16.55.014 for a site specific soil and engineering geology report to help reduce the possibility of liquefaction due to ground shaking. As stated in Subsection B, a geotechnical study was performed by Group Delta (April 26, 2021) that outlined both the liquefaction characteristics and the requisite design measures that would be required to address the liquefaction for the proposed project. Additionally, the project site is not located within an area that could be subject to landslides because there are no hills or mountains in the vicinity of the project site.²⁸ The soils that underlie the project site possess a low potential for shrinking and swelling **given the site's** developed character. The soils that underlie the site may be subject to liquefaction in the event of a major earthquake though this characteristic is the same for the entire City (refer to Exhibit 3-3). **The project's construction would require adherence to all pertinent construction related requirements related to the site's preparation and the actual construction of the units.** In addition, the proposed project would be required to be constructed in compliance with the CBC which would be verified through the plan check and permitting process. With compliance with existing regulations, the potential impacts related to seismically related ground failure and liquefaction would be less than significant. The likelihood of lateral spreading will be further reduced since the **project's implementation will not require grading and excavation that would extend to depths required to encounter groundwater.** Moreover, the project will not result in the direct extraction of groundwater. As a result, the potential impacts are will be less than significant.

D. Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (2012), creating substantial direct or indirect risks to life or property? • Less than Significant Impact.

By definition, expansive soils are soils that expand when water is added and shrink when they dry out. The University of California, Davis SoilWeb database was consulted to determine the nature of the soils that underlie the project site. According to the University of California Davis SoilWeb database, the project site is underlain by the Hueneme-San Emigdio-Bolsa soil complex.²⁹ None of the soils identified are classified as expansive soils. In addition, the applicant is required to adhere to all requirements detailed by the USDA and California Building Code Chapter 18 Soils and Foundations, resulting in potential impacts which would be less than significant.

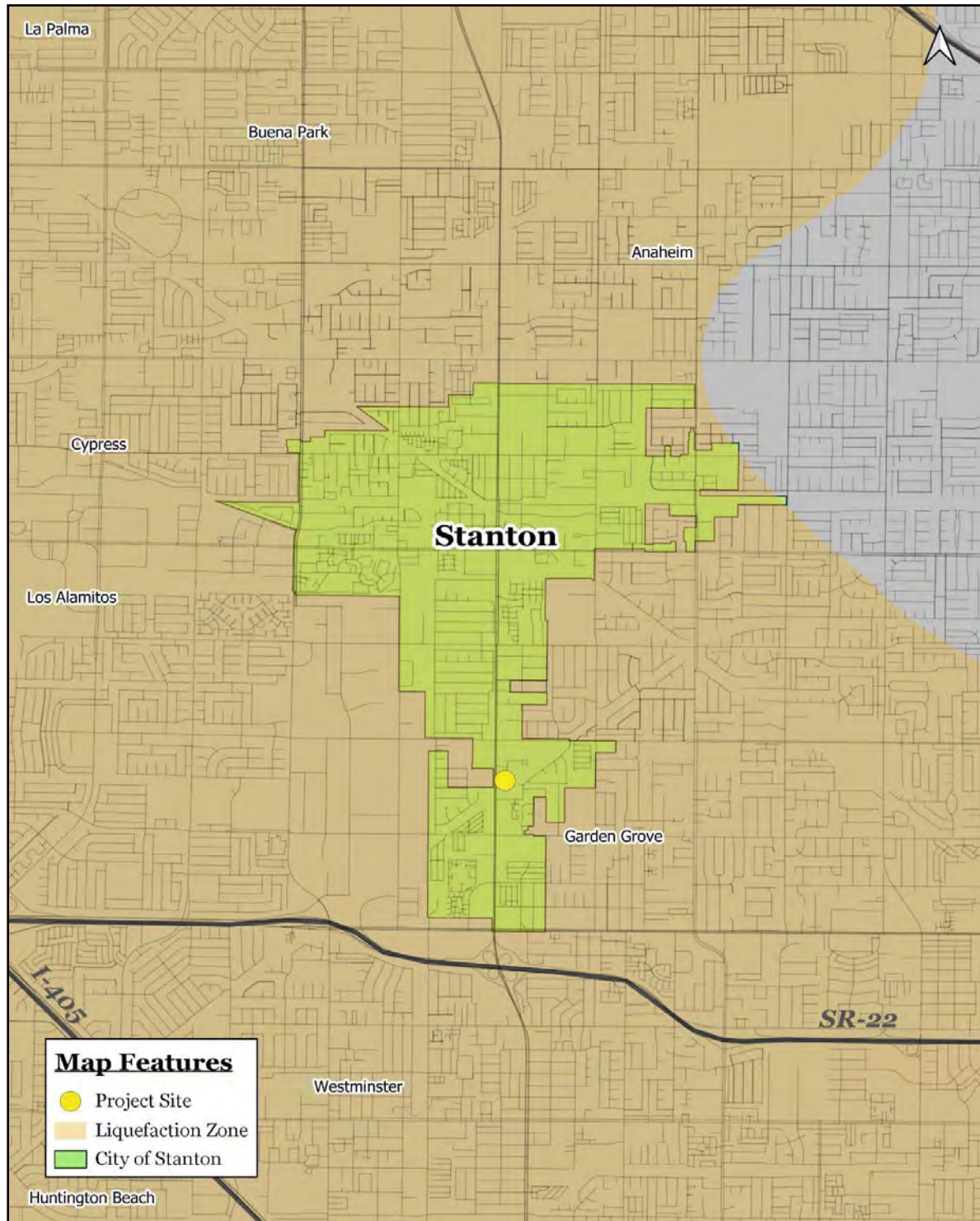


EXHIBIT 3-3
GEOLOGIC HAZARDS MAP
SOURCE: CALIFORNIA GEOLOGICAL SURVEY



*E. Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of **wastewater**? • No Impact.*

No septic tanks will be used for the proposed residential project since the new development will be connected to the sanitary sewer system. The proposed parkette will not include any restrooms or water or sewer connections. As a result, no impacts associated with the use of septic tanks will occur as part of the proposed **project's implementation**.

F. Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? • No Impact

Results of an on-line paleontological resources record search through the University of California Museum of Paleontology (UCMP) database indicate that there are no known vertebrate fossil localities that have been previously identified within the vicinity of the project site. Additionally, the UCMP database shows surface deposits in the proposed project area are composed entirely of younger Quaternary alluvium. This younger Quaternary alluvium is unlikely to contain significant vertebrate fossils in the uppermost layers. **The very limited and shallow excavations associated with the proposed project's construction** are not likely to yield significant vertebrate fossil remains. As a result, no impacts will occur.

3.7.2 CUMULATIVE IMPACTS

The potential cumulative impacts related to earth and geology are typically site specific. The analysis herein **determined that the proposed project's impacts of geology would be less than significant. The proposed project's construction will not result in any significant impacts related to landform modification, grading,** or the destruction of a geologically significant landform or feature. In addition, the future development would not be exposed to any unique and adverse geological and soils effects including fault rupture, ground shaking, seismic-induced ground failure, liquefaction, and landslides. The existing development standards would ensure that the incremental geological effects of the proposed project would not result in greater adverse cumulative effects. As a result, the cumulative impacts of the proposed project, related to geology and soils, would be less than cumulatively considerable.

3.7.3 MITIGATION MEASURES

The analysis determined that the proposed project will not result in significant impacts related to paleontological resources and no mitigation measures are required. The proposed project will be required to comply with the provision outlined in the CBC governing seismic building code requirements and the recommendations outlined in the geotechnical report prepared for the project.

²⁹ UC Davis. *Soil Web*. <https://casoilresource.lawr.ucdavis.edu/gmap/>



3.8 GREENHOUSE GAS EMISSIONS

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			✗	
B. Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				✗

3.8.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?* • **Less than Significant Impact.**

The State of California requires CEQA documents to include an evaluation of greenhouse gas (GHG) emissions, or gases that trap heat in the atmosphere. Examples of GHG that are produced both by natural and industrial processes include carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O). The accumulation of GHG in the atmosphere regulates the earth's temperature. Without these natural GHG, the Earth's surface would be about 61°F cooler.²² However, emissions from fossil fuel combustion have elevated the concentrations of GHG in the atmosphere to above natural levels. These man-made GHG will have the effect of warming atmospheric temperatures with the attendant impacts of changes in the global climate, increased sea levels, and changes to the worldwide biome. The major GHG that influence global warming are described below.

- **Water Vapor.** Water vapor is the most abundant GHG present in the atmosphere. While water vapor is not considered a pollutant, while it remains in the atmosphere it maintains a climate necessary for life. Changes in the atmospheric concentration of water vapor is directly related to the warming of the atmosphere rather than a direct result of industrialization. As the temperature of the atmosphere rises, more water is evaporated from ground storage (rivers, oceans, reservoirs, soil). Because the air is warmer, the relative humidity can be higher (in essence, the air is able to **“hold” more water when it is warmer**), leading to more water vapor in the atmosphere. As a GHG, the higher concentration of water vapor is then able to absorb more thermal indirect energy radiated from the Earth, thus further warming the atmosphere. When water vapor increases in the atmosphere, more of it will eventually also condense into clouds, which are more able to reflect **incoming solar radiation. This will allow less energy to reach the Earth’s surface thereby affecting surface temperatures.**
- **Carbon Dioxide (CO₂).** The natural production and absorption of CO₂ is achieved through the terrestrial biosphere and the ocean. Manmade sources of CO₂ include the burning coal, oil, natural gas, and wood. Since the industrial revolution began in the mid-1700’s, **these activities have** increased the atmospheric concentrations of CO₂. Prior to the industrial revolution, concentrations

²² California, State of. OPR Technical Advisory – CEQA and Climate Change: Addressing Climate Change through the California Environmental Quality Act (CEQA) Review. June 19, 2008.



were fairly stable at 280 parts per million (ppm). The International Panel on Climate Change (IPCC) Fifth Assessment Report, 2014) Emissions of CO₂ from fossil fuel combustion and industrial processes contributed about 78% of the total GHG emissions increase from 1970 to 2010, with a similar percentage contribution for the increase during the period 2000 to 2010.

- *Methane (CH₄)*. CH₄ is an extremely effective absorber of radiation, although its atmospheric concentration is less than that of CO₂. **Methane's** lifetime in the atmosphere is brief (10 to 12 years), compared to some other GHGs (such as CO₂, N₂O, and Chlorofluorocarbons (CFCs)). CH₄ has both natural and anthropogenic sources. It is released as part of the biological processes in low oxygen environments, such as in swamplands or in rice production (at the roots of the plants). Over the last 50 years, human activities such as growing rice, raising cattle, using natural gas, and mining coal have added to the atmospheric concentration of methane. Other human-related sources of methane production include fossil-fuel combustion and biomass burning.
- *Nitrous Oxide (N₂O)*. Concentrations of N₂O also began to increase at the beginning of the industrial revolution. In 1998, the global concentration of this GHG was documented at 314 parts per billion (ppb). N₂O is produced by microbial processes in soil and water, including those reactions which occur in fertilizer containing nitrogen. In addition to agricultural sources, some industrial processes (fossil fuel-fired power plants, nylon production, nitric acid production, and vehicle emissions) also contribute to its atmospheric load. It is also commonly used as an aerosol spray propellant.
- *Chlorofluorocarbons (CFC)*. CFCs are gases formed synthetically by replacing all hydrogen atoms in methane or ethane (C₂H₆) with chlorine and/or fluorine atoms. CFCs are nontoxic, nonflammable, insoluble, and chemically unreactive in the troposphere (the level of air at the **Earth's surface**). **CFCs have no natural source but were** first synthesized in 1928. It was used for refrigerants, aerosol propellants, and cleaning solvents. Due to the discovery that they are able to destroy stratospheric ozone, a global effort to halt their production was undertaken and in 1989 the European Community agreed to ban CFCs by 2000 and subsequent treaties banned CFCs worldwide by 2010. This effort was extremely successful, and the levels of the major CFCs are now remaining level or declining. However, their long atmospheric lifetimes mean that some of the CFCs will remain in the atmosphere for over 100 years.
- *Hydrofluorocarbons (HFC)*. HFCs are synthetic man-made chemicals that are used as a substitute for CFCs. Out of all the GHGs, they are one of three groups with the highest global warming potential. The HFCs with the largest measured atmospheric abundances are (in order), HFC-23 (CHF₃), HFC-134a (CF₃CH₂F), and HFC-152a (CH₃CHF₂). Prior to 1990, the only significant emissions were HFC-23. HFC-134a use is increasing due to its use as a refrigerant. Concentrations of HFC-23 and HFC-134a in the atmosphere are now about 10 parts per trillion (ppt) each. Concentrations of HFC-152a are about 1 ppt. HFCs are manmade and used for applications such as automobile air conditioners and refrigerants.
- *Perfluorocarbons (PFC)*. PFCs have stable molecular structures and do not break down through the chemical processes in the lower atmosphere. High-energy ultraviolet rays about 60 kilometers **above Earth's surface are able to** destroy the compounds. Because of this, PFCs have very long lifetimes, between 10,000 and 50,000 years. Two common PFCs are tetrafluoromethane (CF₄) and hexafluoroethane (C₂F₆). Concentrations of CF₄ in the atmosphere are over 70 ppt. The two main sources of PFCs are primary aluminum production and semiconductor manufacturing.



- *Sulfur Hexafluoride (SF6)*. SF6 is an inorganic, odorless, colorless, nontoxic, nonflammable gas. SF6 has the highest global warming potential of any gas evaluated; 23,900 times that of CO2. Concentrations in the 1990s were about 4 ppt. Sulfur hexafluoride is used for insulation in electric power transmission and distribution equipment, in the magnesium industry, in semiconductor manufacturing, and as a tracer gas for leak detection.

The State of California requires CEQA documents to include an evaluation of greenhouse gas (GHG) emissions and gases that trap heat in the atmosphere. GHG are emitted by both natural processes and human activities. Examples of GHG that are produced both by natural and industrial processes include carbon dioxide (CO2), methane (CH4), and nitrous oxide (N2O). The SCAQMD has recommended several GHG thresholds of significance. These thresholds include 1,400 metric tons of CO2E (MTCO2E) per year for commercial projects, 3,500 MTCO2E per year for residential projects, 3,000 MTCO2E per year for mixed-use projects, and 10,000 MTCO2E per year for industrial projects. Table 3-5 summarizes annual greenhouse gas (CO2E) emissions from build-out of the proposed project. Carbon dioxide equivalent, or CO2E, is a term that is used for describing different greenhouse gases in a common and collective unit. As indicated in Table 3-5, the CO2E total for the construction phase of the project is 334.88 MTCO2E per year. This translates into an annual long-term emission of 1,343.94 MTCO2E, which is below the aforementioned threshold for residential projects. The emissions are much lower when amortized over a 30-year project lifetime.

Table 3-5
 Greenhouse Gas Emissions Inventory

Source	GHG Emissions (MT/year)			
	CO ₂	CH ₄	N ₂ O	CO ₂ E
Construction Phase - Demolition	34.0	--	0.00	34.2
Construction Phase - Site Preparation	8.36	--	0.00	8.43
Construction Phase - Grading	10.42	--	0.00	10.51
Construction Phase - Construction	263.00	0.06	0.00	264.58
Construction Phase - Paving	14.74	--	0.00	14.86
Construction Phase - Coatings	2.30	--	0.00	2.3
Total Construction Emissions	332.82	0.06	0.00	334.88
Long-term Area Emissions	40.51	0.04	--	41.80
Long-term Energy Emissions	215.15	0.01	--	216.34
Long-term Mobile Emissions	1,002.61	0.06	0.04	1,017.38
Total Long-term Emissions	1,301.03	1.07	0.05	1,343.94

Source: CalEEMod V.2020.4.0.

Accordingly, because the proposed project's annual emissions will not exceed the above referenced threshold, the proposed project's impacts are less than significant.

B. *Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing emissions of greenhouse gases?* • No Impact.

AB-32 requires the reduction of GHG emissions to 1990 levels, which would require a minimum 28% in "business as usual" GHG emissions for the entire State. Additionally, Governor Edmund G. Brown signed into law Executive Order (E.O.) B-30-15 on April 29, 2015, the Country's most ambitious policy for reducing



Greenhouse Gas Emissions. Executive Order B-30-15 calls for a 40% reduction in greenhouse gas emissions below 1990 levels by 2030. The proposed Residential redevelopment project will not involve or require any variance from an adopted plan, policy, or regulation governing GHG emissions. As a result, no potential conflict with an applicable greenhouse gas policy plan, policy, or regulation will occur and no impacts will occur.

C. Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing emissions of greenhouse gases? • No Impact.

AB-32 requires the reduction of GHG emissions to 1990 levels, which would require a minimum 28% in "business as usual" GHG emissions for the entire State. Additionally, Governor Edmund G. Brown signed into law Executive Order (E.O.) B-30-15 on April 29, 2015, the Country's most ambitious policy for reducing Greenhouse Gas Emissions. Executive Order B-30-15 calls for a 40% reduction in greenhouse gas emissions below 1990 levels by 2030. The proposed Residential redevelopment project will not involve or require any variance from an adopted plan, policy, or regulation governing GHG emissions. As a result, no potential conflict with an applicable greenhouse gas policy plan, policy, or regulation will occur and no impacts will occur.

3.8.2 CUMULATIVE IMPACTS

GHG impacts are exclusively considered to be cumulative impact since there are no **"non-cumulative"** GHG emission impacts from a global warming or climate change perspective. As discussed in the previous section (section 3.8.1), the proposed project's emissions would be below SCAQMD's threshold of 3,500 MTCO₂E per year for residential projects with projected emissions for the project at 1,703.98 MTCO₂E. Thus, the proposed project's cumulative contribution to GHG emissions would be less than significant.

3.8.3 MITIGATION MEASURES

The analysis of potential impacts related to greenhouse gas emissions indicated that no significant adverse impacts would result from the proposed project's approval and subsequent implementation. As a result, no mitigation measures are required.



3.9 HAZARDS & HAZARDOUS MATERIALS

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				✗
B. Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				✗
C. Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				✗
D. Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				✗
E. Would the project for a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?				✗
F. Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				✗
G. Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?				✗

3.9.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

A. Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? • No Impact.

A hazardous material is defined as any material that, due to its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to environment if released into the environment. Hazardous materials include, but are not limited to, hazardous substances, hazardous wastes, and any material that regulatory agencies have a reasonable basis for believing would be injuries to the health and safety of persons or harmful to the environment if released into the home, workplace, or environment. Hazardous wastes require special handling and disposal because of their potential to damage public health and the environment. Due to the residential nature of the proposed project, the use of any hazardous materials will be limited to those that are commercially available and typically used in a residential setting for routine cleaning and maintenance. **The project's construction** would require the use of diesel fuel to power the construction equipment. The diesel fuel would be properly sealed in tanks and would be transported to the site by truck. Other hazardous materials that would be used **on-site during the project's construction phase** include, but are not limited to, gasoline, solvents, architectural coatings, and equipment lubricants. These products are strictly controlled and regulated and in the event of any spill, cleanup activities would be required to adhere to all pertinent protocols. The United



States Environmental Protection Agency's multi-system search was consulted to determine whether the project site is identified on any Federal or State hazardous site list. The project site is not listed on the California Department of Toxic Substances Control's Hazardous Waste and Substances database. In addition, the proposed project would also involve the construction of a new, off-site parkette referred to as the Orangewood Parkette, consisting of approximately 7,600 square feet located at the intersection of Orangewood Avenue and Santa Rosalia Street. Since the project will not require the transport or disposal of hazardous materials, no impacts will result from the project's implementation. Once in operation, the proposed project will not involve the transport, use, or disposal of hazardous materials. Therefore, no impacts will result upon project implementation. As a result, less than significant impacts will occur.

B. Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? • No Impact.

During construction activities, requirements must be adhered to regarding the transport and handling of fuels and lubricants for the construction equipment used on-site. In the event of a fuel spill, the contractors will be required to adhere to all pertinent requirements related to the cleaning up of any spilled fuels to prevent further contamination of the nearby environment. In addition, these materials are regulated by Federal and State requirements that would be implemented City during the construction activities. These regulations include: the Federal Occupational Safety and Health Act and Hazardous Materials Transportation Act; Title 8 of the California Code of Regulations (CalOSHA), and the State Unified Hazardous Waste and Hazardous Materials Management Regulatory Program. Once occupied and due to, the proposed development's residential nature, the use of any hazardous materials will be limited to those that are commercially available and typically used in a residential setting for routine cleaning and maintenance. Therefore, the proposed project will not create a hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment through the routine use or transport of hazardous materials during the project's constructions and occupancy.

C. Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? • No Impact.

The proposed residential and parkette project would not involve the transport, use, or disposal of any hazardous materials. The nearest sensitive receptor is Wakeman Elementary School located approximately 0.4 miles southeast of the proposed project site. As a result, the proposed project will not create a hazard to any local school within a one-quarter mile of the project site and no impacts are anticipated.

D. Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? • No Impact.

Government Code Section 65962.5 refers to the Hazardous Waste and Substances Site List, commonly known as the Cortese List. The Cortese List is a planning document used by the State and other local agencies to comply with CEQA requirements that require the provision of information regarding the location of hazardous materials release sites. A search of the California Department of Toxic Substances Control EnviroStor and the State Water Resources Control Board GeoTracker websites determined that the residential project site is not identified as a Cortese site.³² The proposed parkette would occupy a former



dead-end street where the existing pavement will be removed and replaced with turf. Therefore, no impacts will occur.

E. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area? • No Impact.

The project site is not located within two miles of a public use airport. The nearest airport is the Long Beach Municipal Airport, located approximately 12 miles west of the project site. As a result, the proposed project will not present a safety or noise hazard related to aircraft or airport operations at a public use airport to people working in the project site. As a result, no impacts related to this issue will occur.

F. Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? • No Impact.

The nearest emergency evacuation route in proximity to the project site is Beach Boulevard (SR-39). At no time will the aforementioned emergency evacuation routes or any adjacent streets be completely closed to traffic during the proposed **project's** construction. As a result, no impacts are associated with the proposed **project's** implementation.

G. Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires? • No Impact.

The proposed 3.55-acre (154,470 square-foot) project site is located within an urbanized area that has been previously developed for its current commercial land use as a recreational vehicle (RV) sales and storage lot. In addition, the proposed 7,600 square foot parkette site is surrounded by urban development. The majority of both properties are paved over with asphalt, with little ruderal vegetation on the premises. The proposed residential parcel has a General Plan and Zoning designation for *General Mixed-Use (GLMX)* land uses, which permits the construction of multi-family residential developments. The proposed residential project site is surrounded by commercial and residential land uses and adjacent to a major roadway (Beach Boulevard/SR-39). According to the Cal FIRE Fire Hazard Severity Zone Database, the project site is not located within a severe fire hazard zone.³³ As a result, no impacts will occur.

3.9.2 CUMULATIVE IMPACTS

The analysis determined the proposed project would not result in incremental effects to hazards or hazardous materials that could be compounded or increased when considered together with similar effects from related projects in the area and, as a result, the proposed project would not result in cumulatively considerable hazards or hazardous materials impacts.

3.9.3 MITIGATION MEASURES

The analysis of potential impacts related to hazards and hazardous materials indicated that no significant adverse impacts would result from the **proposed project's approval and subsequent implementation**. As a result, no mitigation measures are required.

³² CalEPA. *DTSC's Hazardous Waste and Substances Site List - Site Cleanup (Cortese List)*. <http://www.dtsc.ca.gov/List.cfm>.

³³ CalFire. *Fire Hazard Severity Zone Map Viewer*. <https://egis.fire.ca.gov/FHSZ/>



3.10 HYDROLOGY & WATER QUALITY

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality?			✗	
B. Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?			✗	
C. Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would result in substantial erosion or siltation on- or off-site; substantially increase the rate or amount of surface runoff in a manner in which would result in flooding on- or off-site; create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or, impede or redirect flood flows?			✗	
D. In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation?				✗
E. Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?				✗

3.10.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

A. Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality? • Less than Significant Impact.

The Clean Water Act (CWA) established regulations governing the discharge of pollutants to waters of the U.S. from any point source. The CWA also has established a framework for regulating nonpoint source stormwater discharges under the National Pollutant Discharge Elimination System (NPDES). The proposed project would be required to implement storm water pollution control measures pursuant to the NPDES requirements. The contractors would also be required to prepare a Water Quality Management Plan (WQMP) utilizing Best Management Practices to control or reduce the discharge of pollutants to the maximum extent practicable during construction activities. The WQMP will also identify post-construction best management practices (BMPs) that will be the responsibility of the contractors to implement over the life of the project.

Prior to issuance of any grading permit for the project that would result in soil disturbance of one or more acres of land, the Applicant shall demonstrate that coverage has been obtained under California's General Permit for Storm Water Discharges Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board, and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number or other proof of filing shall be provided to the Chief Building Official and the City Engineer. In addition, the contractors would be



required to prepare and implement a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP would be submitted to the Chief Building Official and City Engineer prior to the issuance of a grading permit. Additionally, a Municipal Separate Storm Sewer System (MS4) permit for County will be required for this project. With the above-mentioned standard conditions, the impacts would be reduced to levels that are considered to be less than significant. The proposed project would also involve the construction of a new, off-site parkette referred to as the Orangewood Parkette, consisting of approximately 7,600 square feet located at the intersection of Orangewood Avenue and Santa Rosalia Street. The project will involve the removal of the existing hardscape surfaces and their replacement with landscaped turf. As a result, no impacts will result from the implementation of the proposed parkette.

B. Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin? • Less than Significant Impact.

A search was conducted through the Regional Water Quality Control Board's on-line database Geotracker to identify the presence of any natural underground water wells within the project site. The search yielded no results. In addition, the proposed project will be connected to the City's utility lines and will not deplete groundwater supplies. Since there are no underground wells on-site that would be impacted by the proposed development, no impacts will occur.

No new direct construction-related impacts to groundwater supplies, or groundwater recharge activities would occur as part of the proposed project's implementation. Water used to control fugitive dust will be transported to the site via truck. No direct ground water extraction will occur. Furthermore, the construction and post-construction BMPs will address contaminants of concern from excess runoff, thereby preventing the contamination of local groundwater. Water used for indoor irrigation will be transported to the project site and will be stored in an above ground water reservoir tank. As a result, there would be no direct groundwater withdrawals associated with the proposed project's implementation. As a result, the impacts are considered to be less than significant.

C. Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would result in substantial erosion or siltation on- or off-site; substantially increase the rate or amount of surface runoff in a manner in which would result in flooding on- or off-site; create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or, impede or redirect flood flows? • Less than Significant Impact.

The project's construction will be restricted to the designated project site and the project will not alter the course of any stream or river that would lead to on- or off-site siltation or erosion. The existing project site's condition is currently paved and conveys water runoff to existing storm drains. No significant grading and/or excavation into the local aquifer will occur. No additional undisturbed land will be affected. As a result, the potential impacts will be less than significant.



D. In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation? • No Impact.

As indicated previously, the impervious surfaces (asphalt, building slabs, etc.) that will be constructed will result in the generation of storm water runoff. However, the project will be properly drained and is not expected to result in flooding on-or off-site. A City approved drainage plan will be used, which will ensure that the site will be designed so that storm water runoff will continue to be directed to the curbs and gutters on the adjacent roadways or storm drain inlets. According to the Federal Emergency Management Agency (FEMA) flood insurance maps obtained for the City of Stanton, the proposed project site is located in Zone X.³⁴ Thus, properties located in Zone X are not located within a 100-year flood plain. A tsunami is defined as a long high sea wave caused by an earthquake or other disturbance. Similarly, a seiche is defined as a temporary disturbance or oscillation in the water level of a lake or partially enclosed body of water. The proposed project site is not located in an area that is subject to inundation by seiche or tsunami. In addition, the project site is located inland, and the project site would not be exposed to the effects of a tsunami.³⁵ As a result, no impacts are anticipated.

E. Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan? • No Impact.

The proposed project's construction and operation will comply with the City of Stanton Water Quality Management Plan per Chapter 20.500.090 of the Stanton Municipal Code. Compliance with the ordinance will help minimize the discharge and transport of pollutants associated with the new development through the control of volume and rate stormwater runoff, therefore preventing any potential violations or inconsistencies with the local requirements. As a result, the construction impacts will be less than **significant. In addition, the project's operation will not interfere with any** groundwater management or recharge plan because there are no active groundwater management recharge activities on-site or in the vicinity. As a result, no impacts are anticipated.

3.10.2 CUMULATIVE IMPACT

The potential impacts related to hydrology and storm water runoff are typically site specific. BMP's will be implemented at the project level for individual developments and standards. The analysis within the previous section concluded there will be no significant adverse hydrological or water quality impacts. As a result, no cumulative impacts are anticipated.

3.10.3 MITIGATION MEASURES

As indicated previously, hydrological characteristics will not substantially change as a result of the proposed project. As a result, no mitigation is required.

³⁴ Federal Emergency Management Agency. *Flood Insurance Rate Mapping Program*. 2020.

³⁵ Google Earth. Website accessed November 20, 2020.



3.11 LAND USE & PLANNING

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project physically divide an established community?				✗
B. Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?				✗

3.11.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *Would the project physically divide an established community?* • No Impact.

Both the residential and parkette sites are located within the southern portion of the City of Stanton adjacent to Beach Boulevard. The project site is currently developed as a recreational vehicle (RV) rental commercial business, ShareMyCoach (12200 Beach Boulevard) and is shared with another commercial rental business, RV Help You Sell (12200 Beach Boulevard). The project site has a General Plan and Zoning designation of *General Mixed-Use (GLMX)* land uses. Key land uses located in the vicinity are described below:

- *North of the project site:* Adjacent to the north boundary of the proposed project site is a small commercial center comprised of a community health center, liquor store, dine-in restaurants, and other small commercial land uses. To the northeast is a multi-family residential apartment that is separated from the project area with parking bordering the structures. Approximately 950-feet north of the proposed project site is the intersection of Beach Boulevard and Chapman Avenue.
- *South of the project site:* Immediately south of the project site is a commercial business, Beach Auto Glass shop. The Anaheim-Barber City Channel continues along the southern boundary of the proposed project site. A three-story mixed-use development is currently under construction approximately 150 feet south of the proposed project site. Land uses southeast are a mix of commercial businesses, wholesale manufactured homes and multi-unit residential developments.
- *East of the project site:* To the east of the proposed project site, a 25-foot-wide access road divides the property line from the Anaheim-Barber City Channel. Land uses located to the east of this flood control channel consist of single-family residential land uses.
- *West of the project site:* Abutting west of the proposed project site is Beach Boulevard. Beach Boulevard (SR-39) is a regional eight-lane arterial roadway which extends in a north-to-south orientation connecting the City of Stanton to neighboring communities in Los Angeles and Orange County. Land uses to the west of the project site include a Home Depot, as well as multi-residential uses and single-family residential developments further west.

This issue is specifically concerned with the expansion of an inconsistent land use into an established neighborhood. **The proposed project will be confined within the project site's boundaries.** As previously



stated, the project site currently serves as an RV commercial business and is surrounded by various commercial and residential land uses, contributing to a cohesiveness and enhancement of the existing community. The granting of the requested entitlements and subsequent construction of the proposed project will not result in any expansion of use beyond the current boundaries. The proposed project would also involve the construction of a new, off-site parkette referred to as the Orangewood Parkette, consisting of approximately 7,600 square feet located at the intersection of Orangewood Avenue and Santa Rosalia Street. The project will involve the removal of the existing hardscape surfaces and their replacement with landscaped turf. As a result, no impacts will result from the implementation of the proposed parkette. As a result, the project will not lead to any division of an existing established neighborhood and no impacts will occur.

B. Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect? • No Impact.

As indicated in the previous subsection, the proposed residential redevelopment project will not require the approval of either a Zone Change or a General Plan Amendment. The project site is located within a *General Mixed-Use (GLMX)* Zone which is designated under the General Plan to provide a balance of residential, commercial, recreational, etc. facilities that will encourage land uses that maximize economic development and enhance the quality of life of the citizens. The proposed project is consistent with the General Plan and Zoning land use designations that are applicable to the project site. Refer to Table 3-6 for the City of **Stanton's** General Plan and Zoning development **standards and the proposed project's** requests. As a result, no impacts will occur.

Table 3-6
 Development Standards for Mixed-Use Overlay Zones

Development Features	Mixed Use Overlay Zone Standards	Proposed Project's Standards
Front Setback	0 ft (min); 15 ft (max).	
Street Side Setback	5 ft (min); 15 ft (max).	10 ft.
Interior Side Setback	10 ft min; No max.	10 ft.
Rear Setback	10 ft min; No max.	18 ft.
# of Stories	3 max.	3
Maximum Height	45 ft. max.	37 ft.

Source: City of Stanton Municipal Code.

3.11.2 CUMULATIVE IMPACTS

If implemented, the proposed site would not conflict with any applicable land use regulations, land use policies, or applicable land use plans. Therefore, the proposed project would not contribute towards any cumulative land use impacts nor contribute to a cumulative impact or result in land use conflicts. Therefore, the **project's** impacts are not considered cumulatively considerable, and no mitigation is required.

3.11.3 MITIGATION MEASURES

The analysis determined that no impacts on land use and planning would result upon the implementation of the proposed project. As a result, no mitigation measures are required.

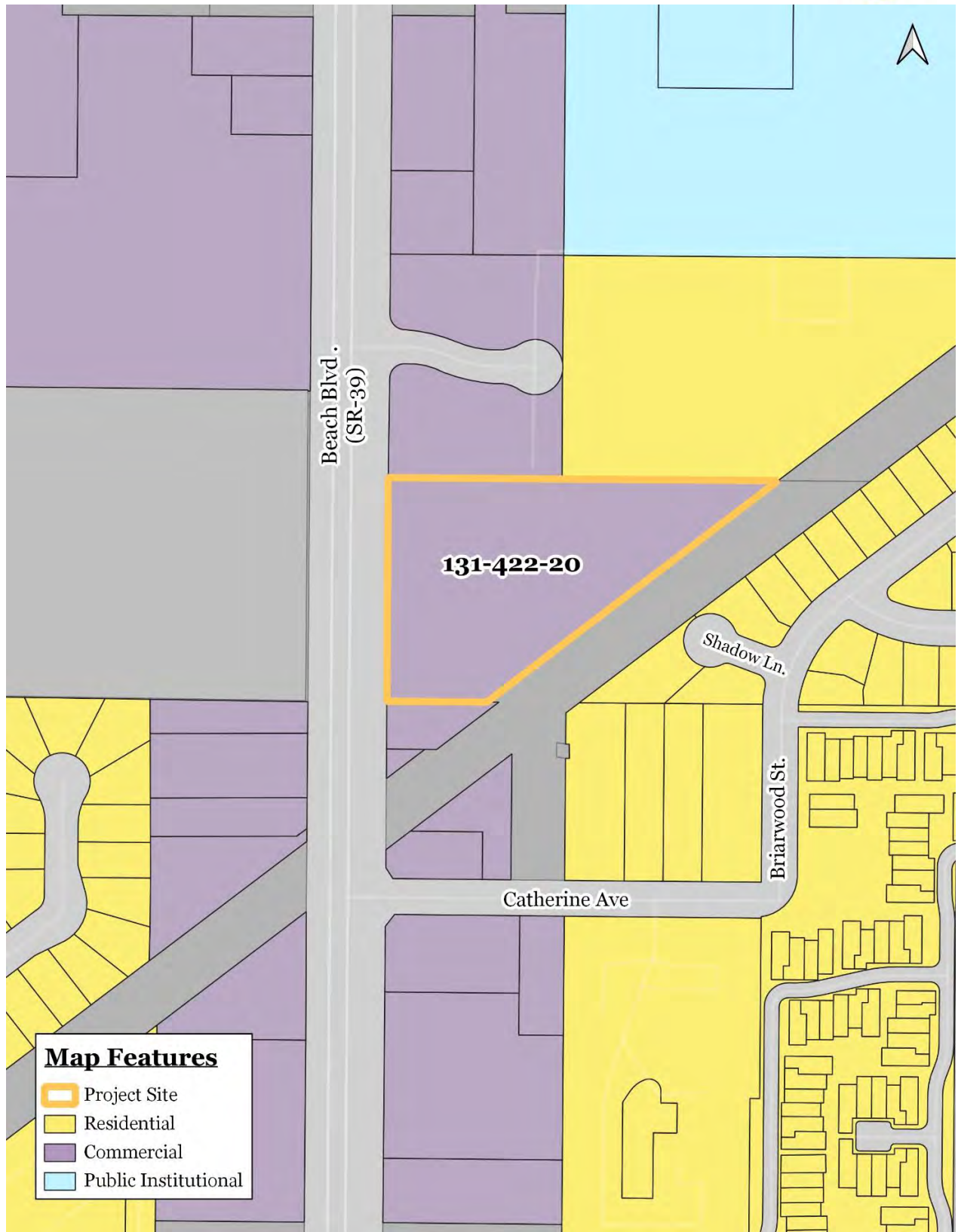


EXHIBIT 3-4
LAND USE MAP
SOURCE: CITY OF STANTON



3.12 MINERAL RESOURCES

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?				✗
B. Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?				✗

3.12.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?* • No Impact.

A review of California Division of Oil, Gas, and Geothermal Resources well finder indicates that there are no wells located in the vicinity of the project site.³⁶ The Surface Mining and Reclamation Act of 1975 (SMARA) has developed mineral land classification maps and reports to assist in the protection and development of mineral resources. According to the SMARA, the following four mineral land use classifications are identified:

- *Mineral Resource Zone 1 (MRZ-1):* This land use classification refers to areas where adequate information indicates that no significant mineral deposits are present, or where it is judged that little likelihood exists for their presence.
- *Mineral Resource Zone 2 (MRZ-2):* This land use classification refers to areas where adequate information indicates that significant mineral deposits are present, or where it is judged that a high likelihood for their presence exists.
- *Mineral Resource Zone 3 (MRZ-3):* This land use classification refers to areas where the significance of mineral deposits cannot be evaluated from the available data. Hilly or mountainous areas underlain by sedimentary, metamorphic, or igneous rock types and lowland areas underlain by alluvial wash or fan material are often included in this category. Additional information about the quality of material in these areas could either upgrade the classification to MRZ-2 or downgraded it to MRZ-1.
- *Mineral Resource Zone 4 (MRZ-4):* This land use classification refers to areas where available information is inadequate for assignment to any other mineral resource zone.

Both the proposed residential development site and the parkette site are located within Mineral Resource Zone 1 (MRZ-1) within the City of Stanton, which indicates that no significant mineral deposits are present in the area and it has been judged that little

³⁶ California, State of. Department of Conservation. *California Oil, Gas, and Geothermal Resources Well Finder*. <https://maps.conservation.ca.gov/doggr/wellfinder/#openModal/-117.41448/34.56284/14>.



likelihood exists for their presence. In addition, there are no active mineral extraction activities occurring on-site or in the adjacent properties. As a result, no impacts to mineral resources will occur.

B. Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan? • No Impact.

As previously mentioned, no mineral, oil, or energy extraction and/or generation activities are located within either the proposed residential development site or the parkette site. Moreover, the proposed project will not interfere with any resource extraction activity. Therefore, no impacts will result from the implementation of the proposed project.

3.12.2 CUMULATIVE IMPACTS

The proposed project would not result in any direct or indirect impacts related to mineral resources. The implementation of the proposed project would not result in the loss of an area designated for mineral resource extraction and would not prevent the ability to use any other areas for such purpose. As stated in the previous section, the proposed project site has not been used for mineral resource recovery and is not dedicated as a mineral resource recovery site on any land use plans. Therefore, the proposed project would not result in incremental effects to the loss of mineral resources. As a result, no cumulative impacts related to mineral resources would occur.

3.12.3 MITIGATION MEASURES

The analysis of potential impacts related to mineral resources indicated that no significant adverse impacts would result from the approval of the proposed project and its subsequent implementation. As a result, no mitigation measures are required.



3.13 NOISE

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		×		
B. Would the project result in generation of excessive groundborne vibration or groundborne noise levels?			×	
C. For a project located within the vicinity of a private airstrip or - an airport land use plan, or where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				×

3.13.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

- A. *Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?* • *Less than Significant Impact with Mitigation*

Sound is mechanical energy transmitted by pressure waves through the air and is characterized by various parameters that include sound frequency, the speed of propagation, and the pressure level or energy content (amplitude). Noise is most often defined as unwanted sound. Noise levels may be described using a number of methods designed to evaluate the "loudness" of a particular noise. The most commonly used unit for measuring the level of sound is the decibel (dB). Zero on the decibel scale represents the lowest limit of sound that can be heard by humans. At the other extreme, the eardrum may rupture at 140 dB. The noise levels associated with everyday activities are noted in Exhibit 3-5.

The human ear can detect changes in sound levels greater than 3.0 dBA under normal ambient conditions. Changes of less than 3.0 dB are noticeable to some people under quiet conditions while changes of less than 1.0 dB are only discernible by few people under controlled, extremely quiet conditions. Though in general, an increase of between 3.0 dB and 5.0 dB in the ambient noise level is considered to represent the threshold for human sensitivity. **Noise levels may also be expressed as dBA where an "A" weighting has been incorporated** into the measurement metric to account for increased human sensitivity to noise. The A-weighted measurements correlate well with the perceived noise levels at lower frequencies.



Noise Levels – in dBA

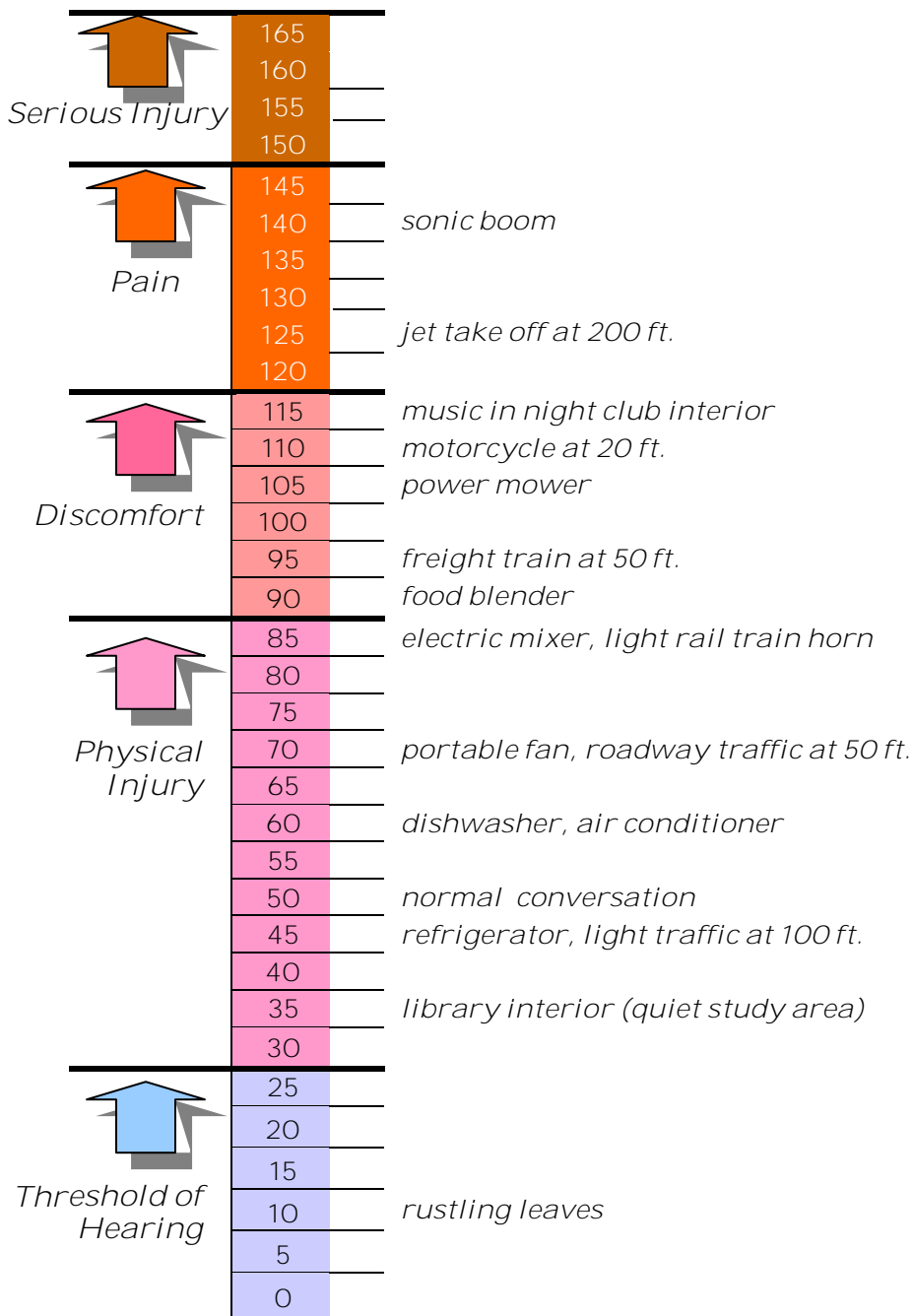


EXHIBIT 3-5
 TYPICAL NOISE LEVELS
 SOURCE: BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING



Noise may be generated from a point source, such as machinery, or from a line source, such as a roadway segment containing moving vehicles. Because the area of the sound wave increases as the sound gets further and further from the source, less energy strikes any given point over the surface area of the wave. This phenomenon is known as “**spreading loss.**” Due to spreading loss, noise attenuates (decreases) with distance. Stationary, or point, noise subject to spreading loss experiences a 6.0 dBA reduction for every doubling of the distance beginning with the initial 50-foot distance.²³ Noise emanating from travelling vehicles, also referred to as a line source, decreases by approximately 3.0 dBA 50 feet from a source over a hard, unobstructed surface such as asphalt, and by approximately 4.5 dBA over a soft surface, such as vegetation. For every doubling of distance thereafter, noise levels drop another 3.0 dBA over a hard surface and 4.5 dBA over a soft surface.²⁴

Time variation in noise exposure is typically expressed in terms of the average energy over time (called Leq), or alternatively, as a statistical description of the sound level that is exceeded over some fraction of a given observation period. For example, the L50 noise level represents the noise level that is exceeded 50% of the time. Half the time the noise level exceeds this level and half the time the noise level is less than this level. Other values that are typically noted during a noise survey include the Lmin and Lmax that represent the minimum and maximum noise levels obtained over a given period, respectively. Noise sensitive receptors located in the vicinity of the proposed project site are described below:

- *Receptor #1 North of the project site:* Park Plaza, a multiple-family development, is located to the northeast of the project site. The **apartment’s garages** are located just north of the property line. The apartment buildings are located approximately 84 feet to the north of the property line.
- *Receptor #2 South/East of the project site:* Land uses located to the southeast, south of the Barber City Channel, are single family homes. At their closest point to the site, these units are located approximately 95-feet from the property line. A three-story mixed-use development is currently under construction approximately 150 feet south of the proposed project site.
- *Receptor #3 West of the project site:* A multi-residential development is located approximately 130 feet west of the project site. The receptor is separated from the project by Beach Boulevard.

The ambient noise environment is dominated by traffic noise from Beach Boulevard. To characterize the existing noise environment, a series of onsite noise measurements were taken. An *Extech Model 407730* Digital Sound Meter was used to conduct the noise measurements. A series of 100 discrete intervals were recorded at two separate locations (referred to herein as Location 1 and Location 2). Location 1 was situated along the west side of Beach Boulevard. Location 2 was positioned within the central portion of the parcel located at 12345 Beach Boulevard. The measurements were captured five feet above the ground surface. The measurements taken at Locations 1 and 2 were collected at Location 2 were captured free from any obstructions. The measurements were taken on a Monday morning at 9:45 AM. Table 3-7 indicates the variation in noise levels over time during the measurement period. As indicated previously, the L50 noise level represents the noise level that is exceeded 50 percent of the time. Half the time the noise level exceeds this level and half the time the noise level is less than this level. The average noise levels during the measurement period were 66.5 dBA for Location 1 and 60.5 dBA for Location 2. The noise measurement worksheets are included in Appendix B.

²³ United States Department of Transportation – Federal Highway Administration. *Transit Noise and Vibration Impact Assessment Manual*. Report dated September 2018.



Table 3-7
 Noise Measurement Results

Noise Metric	Noise Level (dBA) for Location 1	Noise Level (dBA) for Location 2
L _{max} (Maximum Noise Level)	93.1 dBA	66.3 dBA
L ₉₉ (Noise levels <99% of time)	77.1 dBA	65.6 dBA
L ₉₀ (Noise levels <90% of time)	73.3 dBA	63.5 dBA
L ₇₅ (Noise levels <75% of time)	70.5 dBA	61.8 dBA
L ₅₀ (Noise levels <50% of time)	66.9 dBA	60.5 dBA
L _{min} (Minimum Noise Level)	52.2 dBA	54.3 dBA
Average Noise Level	66.5 dBA	60.5 dBA

Source: Blodgett Baylosis Environmental Planning.
 Measurements were taken in December 2019.

Noise generated within the City of Stanton is regulated under Title 9, Chapter 9.28 - Noise Control of the **City's Municipal Code**. Chapter 9.28 of the **City's Municipal Code** contains both general noise regulations and noise regulations specific to construction. According to Section 9.28.070(e) of the Municipal Code, noise sources associated with construction, repair, remodeling, or grading of any real property are exempt from the City's noise control regulations provided the construction activities do not take place between the hours of 8:00 p.m. and 7:00 a.m. on weekdays, including Saturday, or at any time on Sunday or a federal holiday. **The City's Noise Control Ordinance referenced above does not establish numeric maximum** acceptable construction source noise levels at potentially affected receivers, which would allow for a quantified determination of what CEQA constitutes a substantial temporary or periodic noise increase. Thus, the construction noise thresholds from the Federal Transit Administration (FTA) Transit Noise and Vibration Impact Assessment were used to establish a significant construction noise threshold impact if construction noise exceeds 80 dBA at sensitive receptors. In addition, Chapter 9.28 outlines specific interior and exterior dBA limits within residential zones. As indicated in Section 9.28.050(a), exterior noise levels within residential zoned properties are restricted to 55 dBA between the hours of 7:00 a.m. and 10:00 p.m. Exterior noise levels within residential zoned properties are further restricted to 50 dBA between the hours of 10:00 p.m. and 7:00 a.m. Section 9.28.050(b) of the Municipal Code states:

"It is unlawful for any person at any location within the incorporated area of the city to create any noise, or to allow the creation of any noise on property owned, leased, occupied, or otherwise controlled by such person, when the foregoing causes the noise level, when measured on any other residential property, either incorporated or unincorporated, to exceed:

- The noise standard for a cumulative period of more than thirty minutes in any hour;
- The noise standard plus five dBA for a cumulative period of more than fifteen minutes in any hour;
- The noise standard plus ten dBA for a cumulative period of more than five minutes in any hour; The noise standard plus fifteen dBA for a cumulative period of more than one minute in any hour; or

²⁴ United States Department of Transportation – Federal Highway Administration. *Transit Noise and Vibration Impact Assessment Manual*. Report dated September 2018.



- The noise standard plus twenty dBA for any period of **time.**”

Section 9.28.060(a) establishes interior noise standards for residential land uses. According to that Section of the Municipal Code, interior noise levels within residential zoned properties are restricted to 55 dBA between the hours of 7:00 a.m. and 10:00 p.m. Interior noise levels within residential zoned properties are further restricted to 45 dBA between the hours of 10:00 p.m. and 7:00 a.m. Furthermore, Section 9.28.060(b) of the Municipal Code states:

“It is unlawful for any person at any location within the incorporated area of the city to create any noise, or to allow the creation of any noise on property owned, leased, occupied, or otherwise controlled by such person, when the foregoing causes the noise level when measured within any other dwelling unit on any residential property, either incorporated or unincorporated, to exceed:

- The interior noise standard for a cumulative period of more than five minutes in any hour;
- The interior noise standard plus five dBA for a cumulative period of more than one minute in any hour; or
- The interior noise standard plus ten dBA for any period of **time.**”

Construction activities would generate perceptible noise levels during the demolition, grading, paving, and building construction phases. Relatively high groundborne noise levels would be generated by the operation of heavy-duty trucks, backhoes, bulldozers, excavators, front-end loaders, scrapers, and other heavy duty construction equipment. Table 3-8, Maximum Noise Levels Generated by Construction Equipment, indicates the anticipated noise levels from specific types of construction equipment. Point sources of noise emissions are attenuated by a factor of 6 dBA per a doubling of distance from the noise source.

Table 3-8 then indicates the anticipated construction noise levels for the selected construction equipment types at the three sensitive receptors discussed previously. As indicated in the Table, Receptor #1 is 84 feet from the nearest construction activity, Receptor #2 is construction 95 feet, and Receptor #3 is 130 feet. The **noise levels were adjusted under the three “receptor” columns** to take into account the spreading loss due to distance. For example, the noise levels for Receptor #1 were adjusted by a -3 dBA from the actual Lmax at 50 feet. The noise levels for Receptor #2 were adjusted by a +1 dBA from the actual Lmax at 100 feet though in reality the difference would be negligible. The noise levels for Receptor #3 were adjusted by a -3 dBA from the actual Lmax at 100 feet. As indicated previously, the construction noise thresholds were taken from the Federal Transit Administration (FTA) Transit Noise and Vibration Impact Assessment. A significant construction noise threshold impact if construction noise exceeds 80 dBA at a sensitive receptor. As indicated in the Table, there is a potential for this significant impact when graders and tractors are being used next to the property lines near Receptors #1, and #2. These occurrences are noted using bold lettering in Table 3-8. These noise levels could intermittently occur for a few days when construction equipment is operating closest to the residential uses. The remainder of the time, the construction noise levels would be much less because the equipment would be working further away from the existing sensitive uses.

²⁵ California Department of Transportation. *Technical Noise Supplement to the Traffic Noise Analysis Protocol – Table 7-1 FHWA Building Noise Reduction Factors*. Report dated 2013.

²⁶ Ibid.



Table 3-8
 Maximum Noise Levels Generated by Construction Equipment

Construction Equipment	Actual L _{max} @27 ft.	Actual L _{max} @50 ft.	Actual L _{max} @100 ft.	Receptor #1 L _{max} 84 ft.	Receptor #2 L _{max} 95 ft.	Receptor #3 L _{max} 130 ft.
Backhoe	83 dBA	78 dBA	72 dBA	75 dBA	73 dBA	69 dBA
Bulldozer/Compactor	87 dBA	82 dBA	76 dBA	79 dBA	77 dBA	73 dBA
Concrete Mixer	84 dBA	79 dBA	73 dBA	77 dBA	74 dBA	70 dBA
Concrete Pump	86 dBA	79 dBA	73 dBA	77 dBA	74 dBA	70 dBA
Crane, Mobile	86 dBA	81 dBA	75 dBA	79 dBA	76 dBA	72 dBA
Dump Truck	81 dBA	76 dBA	70 dBA	73 dBA	71 dBA	67 dBA
Excavator	86 dBA	81 dBA	75 dBA	79 dBA	76 dBA	72 dBA
Grader	90 dBA	85 dBA	79 dBA	82 dBA	80 dBA	76 dBA
Loader	84 dBA	79 dBA	73 dBA	76 dBA	74 dBA	70 dBA
Paver	82 dBA	77 dBA	71 dBA	74 dBA	72 dBA	68 dBA
Roller	85 dBA	80 dBA	76 dBA	77 dBA	77 dBA	73 dBA
Tractor	89 dBA	84 dBA	78 dBA	81 dBA	79 dBA	75 dBA
Truck, Flatbed	79 dBA	74 dBA	68 dBA	71 dBA	69 dBA	65 dBA

Source: Bugliarello, et. al., *The Impact of Noise Pollution*, Chapter 127, 1976

As indicated previously, construction activities undertaken within the City are exempt from the provisions outlined in Chapter 9.28 of **the City's Municipal Code**. As indicated previously, **the City's Noise Control Ordinance** does not establish numeric maximum acceptable construction source noise levels at potentially affected receivers, which would allow for a quantified determination of what CEQA constitutes a substantial temporary or periodic noise increase. For this reason, the construction noise thresholds from the Federal Transit Administration (FTA) Transit Noise and Vibration Impact Assessment were used to establish a significant construction noise threshold impact if construction noise would exceed 80 dBA at sensitive receptors. As a result, the following mitigation measures focus on ways to further reduce construction noise levels at the nearest sensitive receptors so that the impacts would be less than significant:

- MM-NOI-1: Construction staging areas must be located within the western portion of the project site, at least 200 feet east of the project **site's** eastern boundary away from the noise sensitive receptors.
- MM-NOI-2: The use of Tier IV rated construction equipment must be used during demolition, site preparation, and construction activities.
- MM-NOI-3: The Applicant must notify local residents regarding construction times and local contact information by placing a notice in the form of a sign along **the project site's** boundaries in prominent locations. The notice shall include the name and phone number of the contact person **at both the construction site and at the City's Code Enforcement office where** residents may call to register a complaint about noise. Upon receipt of a complaint, the contractors must stop work to inspect their equipment to ensure that they are properly tuned and muffled. Construction activities may not resume until the contractors confirm that the equipment is properly tuned and muffled. In addition, copies of all complaints and subsequent communication between the affected residents and contractors must be forwarded to the **City's** Community Development Director.



- MM-NOI-4: Construction shall be prohibited from taking place between the hours of eight p.m. and seven a.m. on weekdays, including Saturday, or at any time on Sunday or a federal holiday.

These mitigation measures will reduce the Project's potential construction noise impacts to a level of less than significant. Notably, MM-NOI-3 will ensure a **less than significant impact because the Project's** potential construction noise impacts, set forth in Table 3-8 above, are premised on the assumption that the Project will not use Tier 4 machines. Tier 4 machines are quieter than their predecessors, and this is especially true as to the equipment referred to in Table 3-8. For example, Tier 4 equipment of JCB (a company) realized significant noise reductions over its older, non-Tier 4 equipment, from 87 dBA to 72 dBA. The Tier 4 diesel construction equipment utilizes advanced technology that adjusts maximum engine output and MCRs that translated into both improved fuel economy, lower air emissions, and reduced noise and vibration. In general, the Tier 4 requirements took effect in 2015. This Tier 4 requirement will apply to all equipment shown in Table 3-8, including those that could potentially exceed 80 dBA near a sensitive receptor, namely graders and tractors. Overall, the use of this equipment will reduce the **Project's potential construction** noise levels by 17%, which will ensure that construction noise resulting from the Project will not exceed the 80 dBA threshold.

Moreover, the Project's operation will result in a less than significant noise impact. As indicated previously, Beach Boulevard extends along the east side of the project site in a north-south orientation. The noise levels that were captured averaged 66.5 dBA along the west side of Beach Boulevard. The noise measurements were recorded with an unobstructed line of sight between the project site and Beach Boulevard. The predominant **source of noise in the site's vicinity is roadway noise generated** by passenger vehicles and trucks. Presently, noise levels on-site **exceed the City's 55 dBA exterior threshold**. Nevertheless, roadway noise emanating from Beach Boulevard will be reduced by complying with the California Green Building code, which requires the use of energy efficient windows and insulation. Insulation will be placed between the joists and studs and will serve as an additional buffer which when combined with stucco and drywall, will reduce interior noise levels by a minimum of 10.0 dBA. Noise reductions of up to 20 dBA are possible with closed windows.²⁶ Therefore, roadway noise emanating from Beach Boulevard will be attenuated by an additional 20 dBA, bringing average interior noise levels below the 55 dBA threshold established in the **City's** Municipal Code.

A majority of the exterior noise that will be generated from operation of the proposed project will originate from the open (unenclosed) parking areas. Noise generated within the open parking garage would include people shouting/laughing, which averages 64.5 dBA; car door slamming, which averages 62.5 dBA; car idling, which averages 61 dBA; car starting, which averages 59.5 dBA; and people talking, which averages 41 dBA. All of these averages were taken at a distance of 50 feet from the source. This information is based on actual parking lot noise measurements taken by Blodgett Baylosis Environmental Planning. Other sources of exterior noise will include noise generated on individual balconies and within the public courtyard areas located in the center and western portions of the project site. Exterior noise produced on balconies and within the public courtyard areas will originate from residents conversing, shouting, laughing, or engaging in any other physical activity. Noise produced by residents on private balconies and within the public courtyard areas will be masked by traffic noise emanating from the adjacent roadways. In addition, noise produced on balconies will be subject to spreading loss. It is important to note that noise originating from the project site is not expected to affect the nearby **sensitive receptors**. **Nevertheless, the project's** operational noise impacts are considered to be less than significant, and no mitigation is required. The proposed project will also involve the construction of a new, off-site parkette referred to as the Orangewood Parkette, consisting of approximately 7,600 square feet located at the intersection of Orangewood Avenue and Santa Rosalia Street. The project would involve the removal of the existing hardscape surfaces and their



replacement with landscaped turf. The new parkette will be a passive park and because of its small size, no stationary noise impacts are anticipated. As a result, no impacts will result from the implementation of the proposed parkette.

B. Would the project result in generation of excessive ground borne vibration or groundborne noise levels? • Less than Significant Impact.

Ground vibrations associated with construction activities using modern construction methods and equipment rarely reach the levels that result in damage to nearby buildings though vibration related to construction activities may be discernible in areas located near the construction site. A possible exception is in older buildings where special care must be taken to avoid structural damage. The U.S. Department of Transportation (U.S. DOT) has guidelines for vibration levels from construction and recommends that the maximum peak-particle-velocity (PPV) levels remain below 0.05 inches per second at the nearest structures. PPV refers to the movement within the ground of molecular particles and not surface movement. Vibration levels above 0.5 inches per second have the potential to cause architectural damage to normal dwellings. The U.S. DOT also states that vibration levels above 0.015 inches per second (in/sec) are sometimes perceptible to people, and the level at which vibration becomes an irritation to people is 0.64 inches per second. Caltrans guidance defines the threshold of perception from transient sources as 0.25 inch per second PPV. The project's implementation would not require excessively deep foundations though construction measures would be implemented under the residential structures to address the liquefaction constraints. The use of these measures will not involve the use of pile drivers or impact producing equipment.

The nearest sensitive receptors (Su Casa Apartments) are located approximately 75 feet to the northeast of the project site. Single family homes are located southeast of the site on the opposite side of the adjacent flood control channel approximately 90 feet. The primary source of vibration during construction would be from the operation of construction equipment, such as a bulldozer. A bulldozer would create a vibration level of 0.058 inch-per-second PPV at 25 feet. Based on typical propagation rates, the vibration level at the nearest offsite sensitive receptors, the apartments located more than 75 feet to the northeast of the project site, would be 0.058 inch per second PPV, which would be well below the 0.25 inch per second PPV threshold detailed above (this type of bulldozer would create a vibration level of 0.003 inch-per-second PPV at 25 feet). Based on typical propagation rates, the vibration level from a small dozer at a residence located just five feet away from the proposed project site boundary would be 0.03 inch per second PPV, which would be below the 0.25 inch per second PPV threshold. As a result, the impacts will be less than significant.

C. For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? • No Impact.

The project site is not located within an airport land use plan and is not located within two miles of a public airport or public use airport. The nearest airport is the Long Beach Municipal Airport, located approximately 12 miles west of the project site. As a result, the proposed project will not expose people residing or working in the project area to excessive noise levels related to airport uses. As a result, no impacts will occur.

3.13.2 CUMULATIVE IMPACTS



As discussed in the previous section, all noise impact will be less than significant. Construction related noise impacts are limited and fall in accordance with the **City's** construction- related noise control requirements. Therefore, cumulative impacts relative to temporary and permanent noise generation associated with the proposed project would not be cumulatively considerable, and thus, less than significant.

3.13.3 MITIGATION MEASURES

The analysis of potential noise impacts indicated that the proposed project would result in a potentially significant noise impact absent mitigation. **To reduce the Project's potential noise impacts to a level of less than significant**, the project applicant has agreed to the following mitigation measures :

- *MM-NOI-1 (Noise Impacts):* Construction staging areas must be located within the western portion of the project site, at least 200 feet east of the project **site's** eastern boundary away from the noise sensitive receptors.
- *MM-NOI-2 (Noise Impacts):* The use of Tier IV rated construction equipment must be used during the demolition, site preparation, and construction activities.
- *MM-NOI-3 (Noise Impacts):* The Applicant must notify local residents regarding construction times and local contact information by placing a notice in the form of a sign along **the project site's** boundaries in prominent locations. The notice shall include the name and phone number of the contact **person at both the construction site and at the City's Code** Enforcement office where residents may call to register a complaint about noise. Upon receipt of a complaint, the contractors must stop work to inspect their equipment to ensure that it is properly tuned and muffled. Construction activities may not resume until the contractors confirm that the equipment is properly tuned and muffled. In addition, copies of all complaints and subsequent communication between the affected residents and contractors must be forwarded to the **City's** Community Development Director.
- *MM-NOI-4 (Noise Impacts):* Construction shall be prohibited from taking place between the hours of eight p.m. and seven a.m. on weekdays, including Saturday, or at any time on Sunday or a federal holiday.

³⁹ Google Earth. Website Accessed November 20, 2020.



3.14 POPULATION & HOUSING

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				✗
B. Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				✗

3.14.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

A. *Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?* • **No Impact.**

According to the Growth Forecast Appendix prepared by SCAG for the 2016-2040 RTP/SCS, the City of Stanton is projected to add a total of 2,900 new residents and 1,300 new employees through the year 2040.²⁷ **The project's implementation will not result in an increase in population growth that would exceed the SCAG's projections.** Growth-inducing impacts include the following:

- *New development in an area presently undeveloped and economic factors which may influence development.* The proposed 3.55-acre (154,470 square-foot) project site is located within an urbanized area that has been previously developed for its current commercial land use as a recreational vehicle (RV) sales and storage lot. The project site is surrounded on all sides by urban development.
- *Extension of roadways and other transportation facilities.* No roadway extensions will be required to accommodate the proposed development.
- *Extension of infrastructure and other improvements.* The installation of any new utility lines will not lead to subsequent offsite development since these utility lines will serve the site only.
- *Major off-site public projects (treatment plants, etc.).* **The project's increase in demand for utility services can be accommodated without the construction or expansion of landfills, water treatment plants, or wastewater treatment plants.**
- *The removal of housing requiring replacement housing elsewhere.* The site does not contain any housing units. As a result, no replacement housing will be required.

²⁷ Southern California Association of Governments. *Growth Forecast. Regional Transportation Plan 2016-2040*. Adopted on April 7, 2016.



- *Additional population growth leading to increased demand for goods and services.* The **project's** construction would result in a limited increase in construction employment which can be accommodated by the local labor market.
- *Short-term growth-inducing impacts related to the project's construction.* The project will result in temporary employment during the construction phase.

The proposed residential development will not induce substantial unplanned population growth in an area. The approximate 267 new residents that will be a result of the proposed residential development would result in a less than one percent population increase (0.75%) from the 2010 Census population of the City. These numbers are within the projected population numbers provided by SCAG RTP/SCS forecast for the City. The proposed project would also involve the construction of a new, off-site parkette referred to as Orangewood Parkette, consisting of approximately 7,600 square feet located at the intersection of Orangewood Avenue and Santa Rosalia Street. The project would involve the removal of the existing hardscape surfaces and their replacement with landscaped turf. The new parkette will be a passive park and because of its small size, no significant impacts are anticipated. As a result, no impacts will result from the implementation of the proposed parkette. As a result, no impacts will occur.

B. Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere? • No Impact.

The proposed 3.55-acre (154,470 square-foot) project site is located within an urbanized area that has been previously developed for its current commercial land use as a recreational vehicle (RV) sales and storage lot. The majority of the property is paved over with asphalt, with little ruderal vegetation on the premises. This property and surrounding areas have a General Plan and Zoning designation for *General Mixed-Use (GLMX)* land uses, which permits the construction of multi-family residential developments. There are currently no housing units within the project site, and no housing units will be displaced as a result of the proposed **project's implementation**. Therefore, no impacts will result.

3.14.2 CUMULATIVE IMPACTS

The proposed project will not result in direct or indirect, permanent or temporary impacts on population and housing. The proposed project is compliant with the population growth forecast provided by the City. Therefore, the proposed project would not result in incremental effects to population and housing that could be compounded or otherwise increased when considered to other related projects.

3.14.3 MITIGATION MEASURES

The analysis of potential population and housing impacts indicated that no significant adverse impacts would result from the proposed **project's approval** and subsequent implementation. As a result, no mitigation measures are required.



3.15 PUBLIC SERVICES

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which would cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for: fire protection; police protection; schools; parks; or other public facilities?			✗	

3.15.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

- A. *Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which would cause significant environmental impacts, in fire protection; police protection; schools; parks; or other public facilities?* • *Less than Significant Impact.*

Fire Department

The City of Stanton contracts fire protection services with the Orange County Fire Department from one fire station within the City limits, located at 7871 Pacific Street. The OCFD currently reviews all new development plans. The proposed project will be required to conform to all fire protection and prevention requirements, including, but not limited to, building setbacks, emergency access, and fire flow (or the flow rate of water that is available for extinguishing fires). The proposed residential project would only place an incremental demand on fire services since the project will be constructed with strict adherence to all pertinent building and fire codes. In addition, the proposed project would be required to implement all pertinent Fire Code Standards including the installation of fire hydrants and sprinkler systems inside the buildings. Furthermore, the project will be reviewed by City and Fire officials to ensure adequate fire service and safety as a result of project implementation. The project will also be required to comply with **the City's Development Impact Fee (DIF) requirements to assist in the funding public facilities and services**, including fire. As a result, the potential impacts to fire protection services will be less than significant. The proposed project will also involve the construction of a new, off-site parkette referred to as Orangewood Parkette, consisting of approximately 7,600 square feet located at the intersection of Orangewood Avenue and Santa Rosalia Street. The project would involve the removal of the existing hardscape surfaces and their replacement with landscaped turf. The new parkette will be a passive park and because of its small size, no significant impacts are anticipated. As a result, no impacts will result from the implementation of the proposed parkette.

Law Enforcement

The City of Stanton contracts with the Orange County Sheriff's Department for law enforcement services. The OCSD will review security and site plans to ensure the proposed project conforms to the Department's



security regulations. The proposed facility will also be required to comply with the OCSD requirements **along with the City's DIF regulations**. As a result, the potential impacts to law enforcement services will be less than significant.

Schools

The proposed residential development consisting of 79 residential units is projected to add 267 new residents to the City. The project site is served by the following schools within the Garden Grove Unified School District: Hare High School, Alamitos Intermediate School, and Wakeham Elementary School.

According to the 2010 Census, 25.8 percent of the City's population is school-aged (five years of age to 18 years of age). Using the Citywide Census data, there is a potential for 69 school-age students to be added to the school system as a result of **the project, based on the City's percentage of children in between the ages** of 5 and 18. Pursuant to SB-50, payment of fees to the applicable school district is considered full mitigation for project-related impacts. The proposed project's school enrollment impacts will be offset by the school fees (\$3.379 per square foot for residential development) that will be paid by the developer. As a result, less than significant impacts will result from the proposed **project's implementation**.

Recreational Services

The nearest public park, Premier Park, is located approximately ½ mile from the project site. Due to the residential nature of the proposed project, the proposed project will place an incremental demand for recreational open space and services. Additionally, Orange County Public Libraries services may experience incremental demand with the closest library being Stanton Library, approximately 1.2 miles north. However, the potential impacts to park and library services will be offset since the project will involve the installation of an on-site dog park, walking trail, and reading nook. As a result, the impacts anticipated are less than significant. The proposed project would also involve the construction of a new, off-site parkette referred to as Orangewood Parkette, consisting of approximately 7,600 square feet located at the intersection of Orangewood Avenue and Santa Rosalia Street. The project would involve the removal of the existing hardscape surfaces and their replacement with landscaped turf. The new parkette will be a passive park and because of its small size, no significant impacts are anticipated. As a result, no impacts will result from the implementation of the proposed parkette.

Governmental Services

The proposed project would redevelop the project site with 79 residential units that would also include 8 affordable housing units **that improve the City's housing supply**. The site is already served by various governmental services and while the project would result in a limited increase in population, the project would not result in the need for new or physically altered facilities to provide these services. Furthermore, the Applicant is providing various recreational amenities. The proposed project will also include a recreational room equipped with outdoor sitting areas and a double barbeque grilling counter. In addition, the Applicant would be providing a community park and reading nook, a paseo, and a dog park. In addition, the Applicant is required to pay all pertinent development fees that will further offset the cost of the development to the City. Finally, the new development will enhance the assessed valuation of the property which will provide additional long-term property tax revenue to the City. As a result, less than significant **impacts will result from the proposed project's implementation**.



3.15.2 CUMULATIVE IMPACTS

The proposed project will not result in any significant adverse impacts on public services. Therefore, the proposed project would not result in incremental effects to public services that could be compounded or otherwise increased when considered to other related projects.

3.15.3 MITIGATION MEASURES

The analysis of public service impacts indicated that less than significant adverse impacts are anticipated, and no mitigation is required with the implementation of the proposed project.



3.16 RECREATION

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			✗	
B. Would the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				✗

3.16.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

- A. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? • Less than Significant Impact.*

The proposed 3.55-acre (154,470 square-foot) project site has a General Plan and Zoning designation for *General Mixed-Use (GLMX)* land uses, which permits the construction of multi-family residential developments. The nearest public park, Premier Park, is located approximately 0.7 miles from the project site. Due to the residential nature of the proposed project, the proposed project will place an incremental demand for recreational open space and services. To address the incremental demand of recreational spaces, the proposed project would also involve the construction of a new, off-site parkette referred to as Orangewood Parkette, consisting of approximately 7,600 square feet located at the intersection of Orangewood Avenue and Santa Rosalia Street. The project would involve the removal of the existing hardscape surfaces and their replacement with landscaped turf. The new parkette will be a passive park and because of its small size, no significant impacts are anticipated. Additionally, the proposed project would involve the construction of a recreation room, common activity areas, reading nook, a paseo, and a dog park. As a result, less than significant impacts will result from the implementation of the proposed parkette.

- B. Would the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? • No Impact.*

The proposed project would not result in any improvements that would potentially significantly physically alter any public park facilities and services within the City. The proposed project would include the construction of a recreation room, community park, reading nook, paseo and dog park. Additionally, the proposed project would also involve the construction of a new, off-site parkette referred to as the Orangewood Parkette, a passive park consisting of approximately 7,600 square feet. **Due to the park's** small size, no impacts will occur.



3.16.2 CUMULATIVE IMPACTS

The proposed project will not result in direct or indirect, permanent or temporary impacts on recreational facilities and services. The proposed project is compliant with the population growth forecast provided by the City. Therefore, the proposed project would not result in incremental effects to such facilities and services that could be compounded or otherwise increased when considered to other related projects.

3.16.3 MITIGATION MEASURES

The analysis of potential impacts related to parks and recreation indicated that no significant adverse impacts would result from the proposed **project's** approval and subsequent implementation. As a result, no mitigation measures are required.



3.17 TRANSPORTATION

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project conflict with a plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?			✗	
B. Conflict or be inconsistent with CEQA Guidelines §15064.3 subdivision (b)?			✗	
C. Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			✗	
D. Would the project result in inadequate emergency access?				✗

3.17.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

A. Would the project conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities? • Less than Significant Impact.

The main residential project site is located on the east side of Beach Boulevard between Park Plaza and Catherine Avenue. Beach Boulevard is a north-south Principal Arterial that provides four lanes in each direction separated by raised medians and exclusive left-turn lanes at major intersections. The posted speed limit is 45 mph. On-street parking is prohibited along Beach Boulevard in the project vicinity.²⁸

All traffic counts of AM and PM peak hour turning movements at study intersections were collected on Thursday, February 20, 2020, except intersection No.2 (Beach Boulevard at Park Plaza) which was collected on Thursday, October 15, 2020. Lane configurations and traffic volumes at the study intersections are shown in Exhibit 3-6. Complete traffic data can be found in Appendix B of the Traffic Impact Analysis (TIA). Level of service (LOS) and V/C ratio for existing conditions are shown in Table 3-9. The analysis worksheets can be found in Appendix C. All study intersections operate at acceptable LOS D or better in the AM and PM peak hours under existing conditions.²⁹

²⁸ KT Traffic Engineering, Inc. *Traffic Impact Study and Vehicle Miles Travelled (VMT) Screening*. Report dated November 2020.

²⁹ Ibid.

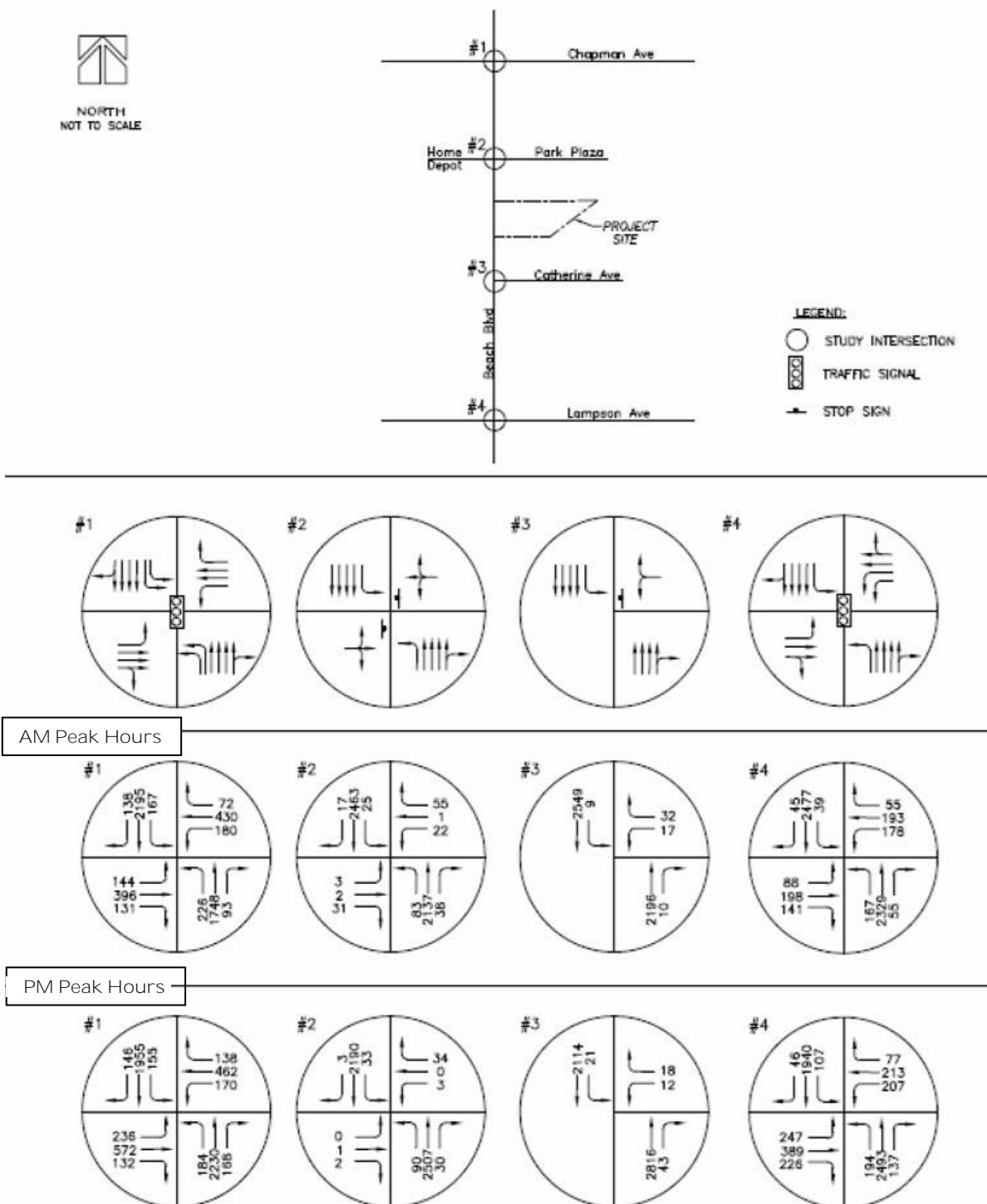


EXHIBIT 3-6 EXISTING CIRCULATION SYSTEM

SOURCE: K2 TRAFFIC ENGINEERING



Table 3-9
Existing Conditions

Intersection	AM Peak Hour		PM Peak Hour	
	LOS	ICU/ Delay(s)	LOS	ICU/ Delay(s)
1. Beach Blvd at Chapman Ave	C	0.791	D	0.845
2. Beach Blvd at Park Plaza*	D	26.2	D	27.7
3. Beach Blvd at Catherine Ave*	C	22.4	D	30.8
4. Beach Blvd at Lampson Ave	C	0.801	C	0.877

*Stop controlled at minor approach with delay shown in seconds

Trip generation represents the amount of traffic attracted and produced by the project development. Based upon the recommendations from *Trip Generation, Tenth Edition*, published by the Institute of Transportation Engineers (ITE), applicable trip generation rates are shown in Table 3-10.³⁰

Table 3-10
Project Trip Generation

Land Use	Unit	Quantity	AM Peak Hour			PM Peak Hour			Daily
			Total	In	Out	Total	In	Out	
Proposed Use Multifamily Housing (Mid-Rise) (221)	Dwelling Unit	79	39	9	30	48	30	18	622
Existing-Use Credit Recreational Vehicle Sales (842)	1000 Sq. Ft.	-6.52	-3	-3	0	-5	-2	-3	-33
NET Trip Generation			36	6	30	43	28	15	589

Trip distribution represents the directional orientation of traffic to and from the proposed project. Directional orientation is largely influenced by the geographical location of the site, among many other factors. The trip distribution pattern for the project is illustrated on Exhibit 3-7.

The traffic assignment to and from the site has been based upon the results of trip generation, trip distribution, and access layouts. Exhibit 3-8 illustrates the traffic assignment of the proposed project in the AM and PM peak hour.

³⁰ KT Traffic Engineering, Inc. *Traffic Impact Study and Vehicle Miles Travelled (VMT) Screening*. Report dated June 30, 2021.
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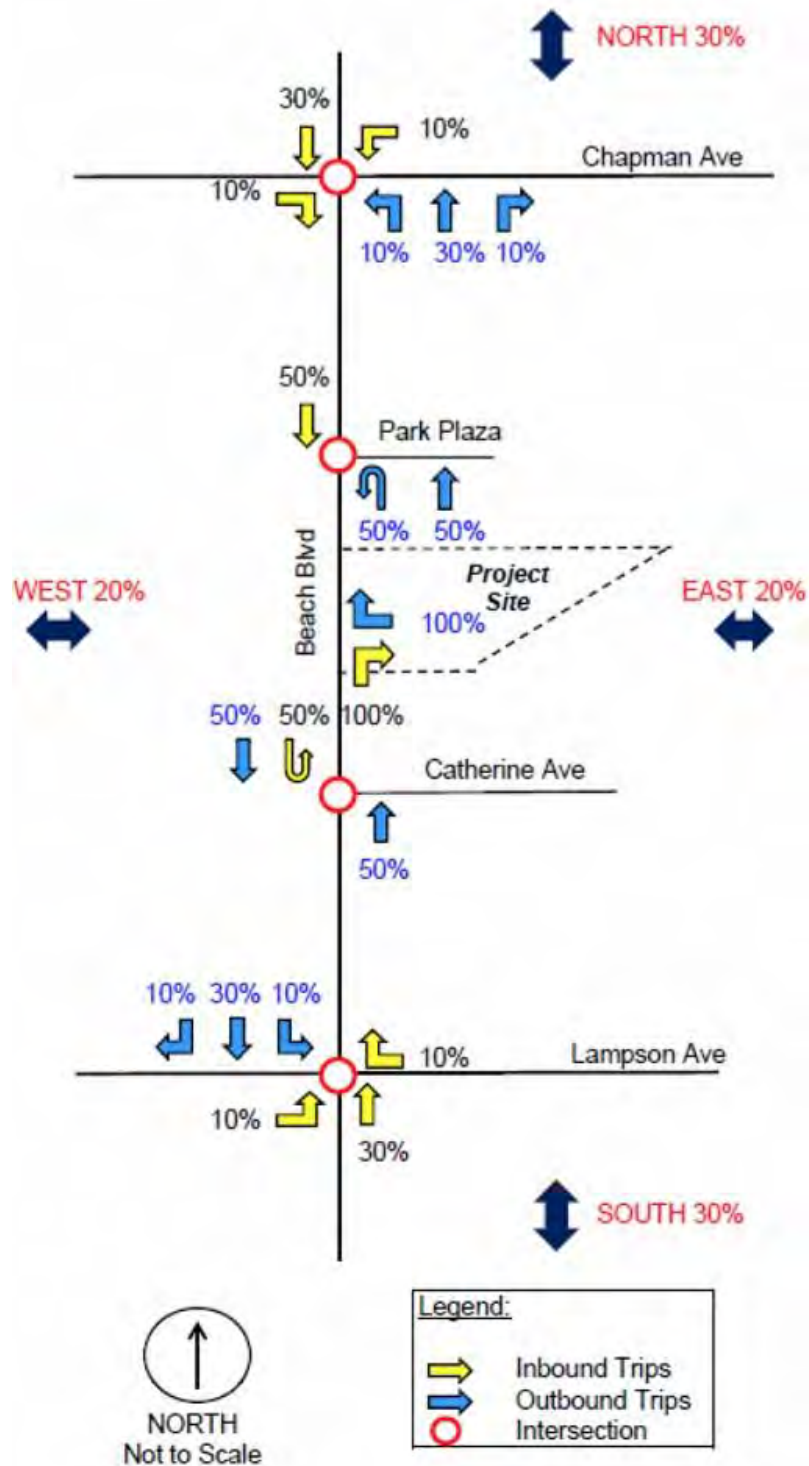


EXHIBIT 3-7
 TRIP DISTRIBUTION
 SOURCE: K2 TRAFFIC ENGINEERING

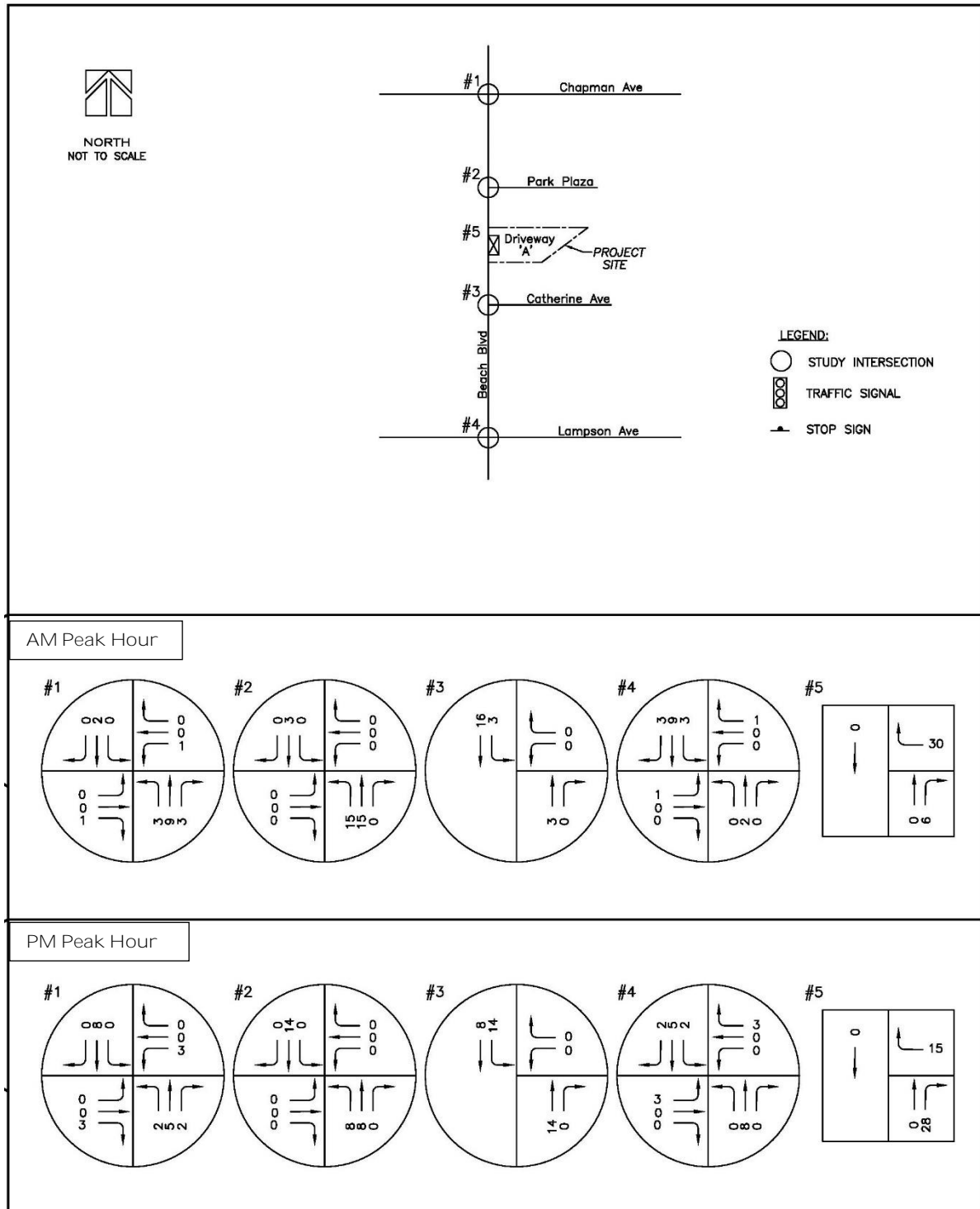


EXHIBIT 3-8
 TRIP ASSIGNMENT
 SOURCE: K2 TRAFFIC ENGINEERING



The level of service and V/C ratios are shown in Table 3-11. All study intersections will operate at LOS D or better for the AM and PM peak hours in this scenario.

Table 3-11
 Existing Conditions with Project

Intersection	AM Peak Hour		PM Peak Hour	
	LOS	ICU/ Delay(s)	LOS	ICU/ Delay(s)
1. Beach Blvd at Chapman Ave	C	0.793	D	0.847
2. Beach Blvd at Park Plaza*	D	26.2	D	27.9
3. Beach Blvd at Catherine Ave*	C	22.4	D	31.0
4. Beach Blvd at Lampson Ave	C	0.803	D	0.879
5. Beach Blvd. @ Project Drivwy	C	22.6	D	30.2

*Stop controlled at minor approach with delay shown in seconds

The traffic impacts of the proposed project based on existing conditions are shown in Table 3-12.

Table 3-12
 Project Intersection Impact Analysis Existing Conditions with Project

Intersection	W/O Project		W/Project		Increase	Significant Impact
	LOS	ICU/ Delay(s)	LOS	ICU/ Delay(s)		
AM Peak Hour						
1. Beach Blvd at Chapman Ave	C	0.791	C	0.793	0.001	No
2. Beach Blvd at Park Plaza*	D	26.2	D	26.2	0	No
3. Beach Blvd at Catherine Ave*	C	22.4	C	22.4	0	No
4. Beach Blvd at Lampson Ave	C	0.801	C	0.803	0.002	No
5. Beach Blvd. @ Driveway	--	--	C	22.6	--	No
PM Peak Hour						
1. Beach Blvd at Chapman Ave	D	0.845	D	0.847	0.001	No
2. Beach Blvd at Park Plaza*	D	27.7	D	27.9	0.2 sec	No
3. Beach Blvd at Catherine Ave*	D	30.8	D	31.0	0.2 sec	No
4. Beach Blvd at Lampson Ave	C	0.877	C	0.879	0.002	No
5. Beach Blvd. @ Driveway	--	---	D	30.2	--	--

*Stop controlled at minor approach with delay shown in seconds



According to the City of Stanton's standard, a significant impact occurs at a study intersection when the peak hour LOS falls below D, and the intersection capacity utilization (ICU) increases by 0.03 or more. The City of Stanton is required to demonstrate compliance with 2019 Orange County Transportation Authority (OCTA) Congestion Management Plan (CMP) as Beach Boulevard is designated as Orange County CMP facility, the traffic impact is deemed significant and mitigation is required if both of the following conditions are met: 1. The intersection operates at worse than LOS E, and 2. The ICU increases by 0.10 or more. The project does not have a significant traffic impact and mitigation measures are not required.

The proposed project would also involve the construction of a new, off-site parkette referred to as Orangewood Parkette, consisting of approximately 7,600 square feet located at the intersection of Orangewood Avenue and Santa Rosalia Street. The project would involve the removal of the existing hardscape surfaces and their replacement with landscaped turf. The new parkette will be a passive park and because of its small size, no significant impacts are anticipated. As a result, no impacts will result from the implementation of the proposed parkette.

*B. Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3 subdivision (b)? •
Less than Significant Impact.*

According to the “*Los Angeles County Public Works Transportation Impact Analysis Guidelines*”, projects located within a Transit Priority Area (TPA) as determined by the most recent Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) should be exempt from VMT analysis. TPA is within one-half mile from major transit stops. Major transit stop is defined as a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods. It also includes major transit stops that are included in the applicable regional transportation.

The draft Transit Priority Area (TPA) in the SCAG Region for the 2045 plan, updated on June 2019, has illustrated that the project site is within one-half mile from the intersection of Beach Boulevard and Chapman Avenue, a major transit stop defined as an intersection of two major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods. Relevant bus schedules can be found in Appendix B of the traffic study. The project located within TPA is presumed to have less than significant VMT impact. For projects that are in TPA, a secondary screening is required **to verify the proposed project's consistency** with the assumptions from the RTP/SCS. The proposed project is a high-density residential development, consistent with the proposed land uses in the RTP/SCS.

The project is located within the Transit Priority Area (TPA) and presumed to have less than significant VMT impact. The project is a high-density residential development, consistent with the proposed land uses in the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). Initial and secondary screening show that project has no or less than significant VMT impacts. The proposed project is not applicable to the following secondary screening requirements: is consistent with RTP/SCS, has a floor-to-area ratio (FAR) less than 0.75, does not provide an excessive amount of parking, and reduces the number of affordable housing units. The project would therefore have a less than significant impact, and mitigation measure is therefore not required for the project.



- C. *Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? • Less than Significant Impact.*

The proposed project includes the proper design and implementation of ingress and egress traffic openings. To reduce possible hazards, the traffic entrances will be electrically operated gates which will be in compliance with OCFA guidelines, well lit, properly designated, and have enhanced paving. As a result, less than significant impacts will result.

- D. *Would the project result in inadequate emergency access? • No Impact.*

The proposed project would not affect emergency access to any adjacent parcels. The proposed project site provides emergency access at the north end of the project site along Beach Boulevard. In addition, at no time during construction will adjacent streets be completely closed to traffic. All construction staging must occur on-site. As a result, no impacts are associated with the proposed **project's implementation**.

3.17.2 CUMULATIVE IMPACTS

As indicated previously, the proposed project is a high-density residential development, consistent with the proposed land uses in the RTP/SCS. The project is located within the Transit Priority Area (TPA) and presumed to have less than significant VMT impact. The project is a high density residential development, consistent with the proposed land uses in the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). Initial and secondary screening show that project has no or less than significant VMT impact. Mitigation measure is, therefore, not required for the project. Initial and secondary screening show that project has no or less than significant VMT impact.

Based on the information provided by the Planning Department of the City of Stanton, the following cumulative developments are taken into consideration for analysis of the opening year conditions:

- *Village Center and Village Center North:* The development of Village Center includes 208 multi-family dwelling units in total and 105,000 square feet of commercial retail; There are 94 family dwelling units in Village Center and 114 multi-family dwelling units in Village Center North.
- *VRV Mixed-Use:* The mixed-use development includes 300 apartment units, and 6,200 square feet of retail uses.
- *Cloud House Apartment:* The development of 321 apartment units includes 41 studios, 196 one-bedroom, and 84 two-bedroom units.

For project opening year 2023, the annual growth rate of two percent (2%) is used. This factor represents traffic increases **resulting from regional growth**. The project's level of service under opening year with cumulative developments conditions are shown in Table 3-13. All study intersections operate at acceptable LOS E or better in the AM and PM peak hours except the following: Intersection #3, Beach Boulevard at Catherine Avenue: LOS E in the PM peak hours and Intersection #4, Beach Boulevard at Lampson Avenue: LOS E in the PM peak hours.



Table 3-13
 Cumulative Traffic Conditions

Intersection	AM Peak Hour		PM Peak Hour	
	LOS	ICU/ Delay(s)	LOS	ICU/ Delay(s)
1. Beach Blvd at Chapman Ave	D	0.833	D	0.899
2. Beach Blvd at Park Plaza*	D	28.5	D	31.8
3. Beach Blvd at Catherine Ave*	D	26.0	E	35.6
4. Beach Blvd at Lampson Ave	D	0.849	E	0.949

*Stop controlled at minor approach with delay shown in seconds

3.17.3 MITIGATION MEASURES

The analysis of potential impacts related to traffic and circulation indicated that no significant adverse impacts would result from the proposed **project's** approval and subsequent implementation. As a result, no mitigation measures are required.



3.18 TRIBAL CULTURAL RESOURCES

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact with Mitigation	Less Than Significant Impact	No Impact
A. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?			✗	
B. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is or a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resource Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American Tribe?		✗		

3.18.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

- A. *Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place or object with cultural value to a California Native American tribe, and that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k)?* • *Less than Significant Impact.*

A Tribal Resource is defined in Public Resources Code section 21074 and includes the following:

- Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are either of the following: included or determined to be eligible for inclusion in the California Register of Historical Resources or included in a local register of historical resources as defined in subdivision (k) of Section 5020.1.
- A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Section 5024.1. In applying the criteria set forth in subdivision (c) of Section 5024.1 for the purposes of this paragraph, the lead agency shall consider the significance of the resource to a California Native American tribe.



- A cultural landscape that meets the criteria of subdivision (a) is a tribal cultural resource to the extent that the landscape is geographically defined in terms of the size and scope of the landscape.
- A historical resource described in Section 21084.1, a unique archaeological resource as defined in subdivision (g) of Section 21083.2, or a “non-unique archaeological resource” as defined in subdivision (h) of Section 21083.2 may also be a tribal cultural resource if it conforms to the criteria of subdivision (a).

There are no documented historic resources on or within the vicinity of the project site. The project site is not eligible for listing in the California Register of Historical Resources, or in a local register of historical resources. The proposed project would not result in an impact to a tribal cultural resource.

- B. *Would the project cause a substantial adverse change in the significance of an object with cultural value to a California Native American Tribe, and that is: a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resource Code Section 5024.1 In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American Tribe?* 5020.1(k)? • *Less than Significant Impact with Mitigation.*

The proposed project’s construction would involve excavation as part of development of the proposed building foundations. The project grading is anticipated to remain within the fill material but has the potential to encroach into native soils that have not been previously disturbed. Assembly Bill 52 Chapter 532, Statutes of **2014 (Assembly Bill [AB] 52)**, requires that **Lead Agencies evaluate a project’s potential to impact “tribal cultural resources.”** Such resources include “sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are eligible for inclusion in the California Register of Historical Resources or included in a local register of historical resources.” **AB 52 also gives lead agencies the discretion to determine, supported by substantial evidence, whether a resource qualifies as a “tribal cultural resource.”** Also, per **AB 52 (specifically PRC 21080.3.1)**, Native American consultation is required upon request by a California Native American tribe that has previously requested that the City provide it with notice of such projects. A search of the Sacred Lands File (SLF) was requested for the project by the Native American Heritage Commission (NAHC). The NAHC responded stating that there are no known/sacred lands within 0.5 mile of the project site.

These tribes include the following: Gabrielino-Tongva Tribe, Gabrielino Band of Mission Indians – Kizh Nation, Gabrielino Tongva – San Gabriel Band of Mission Indians, Gabrielino Tongva – San Gabriel California Tribal Council, and Gabrielino/Tongva Nation. On April 16, 2021, the City received an e-mailed response to the City’s AB 52 outreach letters, which was from the Gabrielino Band of Mission Indians stating that the subject site is within their Ancestral Tribal Territory and thus had requested that a consultation be scheduled to go over the project and surrounding location in further detail. The tribe Chairman, Andy Salas, provided modifications to the previous mitigation measure that was used for another project within the City for its use for the proposed project. The measure has been included as Mitigation Measure TCR-1 that provides tribal monitoring of initial site clearing (such as pavement removal) and ground disturbing activities. Also, as described previously, Mitigation Measure CUL-1 has been included to provide procedures to be followed in the event that potential resources are discovered during grading, excavation, or construction activities. As detailed previously, if the discovered resource(s) appears Native American in origin, a Native American Monitor shall be contacted to evaluate any potential tribal cultural resource(s) and shall have the opportunity to consult on appropriate



treatment and curation of these resources. Additionally, as described previously (and included as PPP CUL-1), California Health and Safety Code, Section 7050.5 requires that if human remains are discovered in the project site, disturbance of the site shall halt and remain halted until the coroner has conducted an investigation. If the coroner determines that the remains are those of a Native American, he or she shall contact by telephone within 24 hours, the Native American Heritage Commission. Thus, impacts related to California Native American tribe resources would be less than significant with the implementation of the following mitigation measures:

- MM-TCR-1. The project Applicant will be required to obtain the services of a qualified Native American Monitor during construction-related ground disturbance activities. Ground disturbance is defined by the Tribal Representatives from the Gabrieleño Band of Mission Indians, Kizh Nation as activities that include, but are not limited to, pavement removal, potholing or auguring, boring, grading, excavation, and trenching, within the project area. The monitor must be approved by the tribal representatives and **the City's** Community Development Director. The monitor will be present on-site during the grading and construction phases that involve any ground disturbing activities. The on-site monitoring shall end when the project site grading and excavation activities are completed, or when the monitor has indicated that the site has a low potential for archeological resources. Documentation that the required monitoring has been completed shall be provided to the Chief Building Official prior to the issuance of a Certificate of Occupancy.
- MM-TCR-2. All archaeological resources unearthed by Project construction activities shall be evaluated by the Monitor. If the resources are Native American in origin, the Tribe shall coordinate with the landowner regarding treatment and curation of these resources. The preferred treatment will be reburial or preservation in place.
- MM-TCR-3. If any human skeletal material or related funerary objects are discovered during ground disturbance, the Monitor will immediately divert work at minimum of 50 feet and place an exclusion zone around the burial. The Monitor will then notify the construction manager who will call the coroner. Work will continue to be diverted while the coroner determines whether the remains are Native American. The discovery is to be kept confidential and secure to prevent any further disturbance. If the remains are Native American, the coroner will notify the Native American Heritage Commission (NAHC) as mandated by state law who will then appoint a Most Likely Descendent. In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains will be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. The preferred treatment will be to keep the remains in situ and protected. If that treatment is not feasible, as determined by the applicant, the burials may be removed. The Tribe will work closely with the Qualified Archaeologist to ensure that the excavation is treated carefully, ethically, and respectfully. If data recovery is approved by the Tribe, documentation shall be taken which includes at a minimum detailed descriptive notes and sketches. Additional types of documentation shall be approved by the Tribe for data recovery purposes. Cremations will either be removed in bulk or by means as necessary to ensure complete recovery of all material. Once complete, a final report of all activities is to be submitted to the NAHC.



3.18.2 CUMULATIVE IMPACT

The potential cumulative impacts on tribal/cultural resources are typically site specific. Furthermore, the analysis determined that the proposed project would be required to employ mitigation to address any resources that may be encountered during excavation. As a result, no cumulative impacts on tribal cultural resources are anticipated.

3.18.3 MITIGATION MEASURES

Adherence to the mitigation measures presented in Subsection B under Cultural Resources will minimize potential impacts to levels that are less than significant. Nevertheless, the following mitigation measures **have been provided to ensure the project's impacts are less than significant.**

MM-TCR-1 (Tribal Cultural Resources). The project Applicant will be required to obtain the services of a qualified Native American Monitor during construction-related ground disturbance activities. Ground disturbance is defined by the Tribal Representatives from the Gabrieleño Band of Mission Indians, Kizh Nation as activities that include, but are not limited to, pavement removal, potholing or auguring, boring, grading, excavation, and trenching, within the project area. The monitor must be **approved by the tribal representatives and the City's Community Development Director. The monitor** will be present on-site during the grading and construction phases that involve any ground disturbing activities. The on-site monitoring shall end when the project site grading and excavation activities are completed, or when the monitor has indicated that the site has a low potential for archeological resources. Documentation that the required monitoring has been completed shall be provided to the Chief Building Official prior to the issuance of a Certificate of Occupancy.

MM-TCR-2 (Tribal Cultural Resources). All archaeological resources unearthed by Project construction activities shall be evaluated by the Monitor. If the resources are Native American in origin, the Tribe shall coordinate with the landowner regarding treatment and curation of these resources. The preferred treatment will be reburial or preservation in place.

MM-TCR-3 (Tribal Cultural Resources). If any human skeletal material or related funerary objects are discovered during ground disturbance, the Monitor will immediately divert work at minimum of 50 feet and place an exclusion zone around the burial. The Monitor will then notify the construction manager who will call the coroner. Work will continue to be diverted while the coroner determines whether the remains are Native American. The discovery is to be kept confidential and secure to prevent any further disturbance. If the remains are Native American, the coroner will notify the Native American Heritage Commission (NAHC) as mandated by state law who will then appoint a Most Likely Descendent. In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains will be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. The preferred treatment will be to keep the remains in situ and protected. If that treatment is not feasible, as determined by the applicant, the burials may be removed. The Tribe will work closely with the Qualified Archaeologist to ensure that the excavation is treated carefully, ethically, and respectfully. If data recovery is approved by the Tribe, documentation shall be taken which includes at a minimum detailed descriptive notes and sketches. //Cremations will either be removed in bulk or by means as necessary to ensure complete recovery of all material. Once complete, a final report of all activities is to be submitted to the NAHC.



3.19 UTILITIES

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?			✗	
B. Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?			✗	
C. Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			✗	
D. Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?			✗	
E. Would the project comply with Federal, State, and local management and reduction statutes and regulations related to solid waste?				✗

3.19.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

A. Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects? • Less than Significant Impact.

The project's implementation will not require the relocation of any utilities. The current infrastructure in place can support the needs of the proposed project. The City of Stanton's current providers for this specific project location are: Golden State Water for water, Southern California Edison for electricity, Southern California Gas for natural gas, and Frontier Communications for telecommunication services. Golden State Water Company has been serving Los Alamitos and West Orange County since 1929. They currently serve approximately 27,200 customers, including Stanton residents. Water supplies are provided by water pumped from the Orange County Groundwater Basin and imported water from the Colorado River that is distributed by Metropolitan Water District of Southern California. GSWC owns and operates 11,850 gallons of water per minute. The proposed project would be posing a limited incremental demand on local water systems. In addition, the increase in demand for waste disposal, water, and wastewater treatment services can be adequately handled and no expansion of these services is required. As a result, the potential impacts will be less than significant. The proposed project would also involve the construction of a new, off-site parkette referred to as Orangewood Parkette,



consisting of approximately 7,600 square feet located at the intersection of Orangewood Avenue and Santa Rosalia Street. The project would involve the removal of the existing hardscape surfaces and their replacement with landscaped turf. No wastewater connections will be required though water connections will be required for irrigation. The new parkette will be a passive park and because of its small size, no significant impacts are anticipated. As a result, no impacts will result from the implementation of the proposed parkette.

B. Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years? • Less than Significant Impact.

Water service to the project site is provided by the Golden State Water Company (GSWC), a private water purveyor. GSWC owns and operates the system, which serves cities within west Orange County. In order to meet demand, GSWC supplies its customers with imported water from the Metropolitan Water District of Southern California and groundwater from the Orange County basin. GSWC does not currently operate a separate recycled water distribution system within the area. According to the General Plan EIR, the existing water supply for the City is sufficient to meet projected water demands associated with the General Plan buildout, assuming source and supply capacities remain consistent with current conditions. Exacerbated drought conditions, climate conditions or impacts to regional water conveyance infrastructure could quickly change these conclusions. GSWC facilities currently serving the West Orange County System, including the City of Stanton, are adequate to meet anticipated service demands. As indicated in Table 3-14, the proposed project is anticipated to consume 30,810 gallons of water on a daily basis while GSWC, owns and operate 11,850 gallons of water per minute.

Table 3-14
 Water Consumption (gals/day)

Use	Unit	Factor	Generation
Single-family Home	79 units	390 gals/dwelling unit	30,810 gals/day
Total	79 units		30,810 gals/day

Source: California Home Building Foundation

The existing water supply facilities and infrastructure will accommodate this additional demand. In addition, the proposed project will be equipped with water efficient fixtures and drought tolerant landscaping will be planted throughout the project site. As a result, the impacts are considered to be less than significant. The proposed project would also involve the construction of a new, off-site parkette referred to as Orangewood Parkette, consisting of approximately 7,600 square feet located at the intersection of Orangewood Avenue and Santa Rosalia Street. The project would involve the removal of the existing hardscape surfaces and their replacement with landscaped turf. No wastewater connections will be required though water connections will be required for irrigation. The new parkette will be a passive park and because of its small size, no significant impacts are anticipated. As a result, no impacts will result from the implementation of the proposed parkette.



- C. *Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the **project's** projected demand in addition to the **provider's** existing commitments?* • **Less than Significant Impact.**

Wastewater is collected by the City of Stanton Public Works **Department's** Sewer Maintenance Division and then is treated by the Orange County Sanitation Districts (OCSD). The City of Cypress transfers wastewater to the treatment plants located in Fountain Valley (Plant #1) and Huntington Beach (Plant #2). The City of Stanton Public Works Department and the OCSD indicate that presently no deficiencies exist within their facilities serving the City. According to the City of Stanton Public Works Department, the local sanitary sewer system has adequate capacity to accommodate the proposed development. According to Table 3-15, the proposed project is expected to generate approximately 19,355 gallons of sewage per day. As a result, the impacts are expected to be less than significant.

Table 3-15
 Wastewater (Effluent) Generation (gals/day)

Use	Unit	Factor	Generation
Single Family Residential	79 units	245 gallons/unit/day	19,355 gals/day
Total	79 units		19,355 gals/day

Source: California Home Building Foundation

- D. *Would the project generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?* • **Less than Significant Impact.**

Solid waste collection services in Stanton are contracted with CR&R, Incorporated, which operates Stanton Disposal Services. In 2017, the City disposed over 97 percent of its solid waste at the Frank R. Bowerman Sanitary Landfill at 11002 Bee Canyon Access Road in the City of Irvine.¹ The Frank R. Bowerman Sanitary Landfill has a maximum permitted throughput of 11,500 tons per day, remaining capacity of 205,000,000 cubic yards, and anticipated closure date of 2053. The proposed project is anticipated to generate approximately 966 pounds per day of solid waste (refer to Table 3-16 shown on the following page). As a result, the potential impacts are considered to be less than significant.

Table 3-16
 Solid Waste Generation (lbs./day)

Use	Unit	Factor	Generation
Single Family Residential	79 units	12 lbs./day	966 lbs./day
Total	79 units		966 lbs./day

Source: Blodgett Baylosis Environmental Planning.

The proposed project would also involve the construction of a new, off-site parkette referred to as Orangewood Parkette, consisting of approximately 7,600 square feet located at the intersection of Orangewood Avenue and Santa Rosalia Street. The new parkette will be a passive park and because of its small size, no significant impacts are anticipated. As a result, no solid waste generation impacts will result from the implementation of the proposed parkette.



E. Would the project comply with Federal, State, and local management and reduction statutes and regulations related to solid waste? • No Impact.

The proposed project, like all other development in Orange County and the City of Stanton, will be required to adhere to City and County ordinances with respect to waste reduction and recycling. The proposed project will be in compliance with the California Integrated Waste Management Act of 1989, specifically California statute AB 939 and AB1327 of the California Solid Waste Reuse and Recycling Access Act of 1991. These statutes were created to help cities divert 50% of solid waste yearly and ensure that local agencies only issue a building permit to projects that provide adequate areas for collecting and loading recyclable materials. As a result, no impacts related to State and local statutes governing solid waste are anticipated.

3.19.2 CUMULATIVE IMPACT

The Golden State Water Company (GSWC) provides service to more than 1 million people in over 80 communities, including the City of Stanton. **According to the City's 2020 Urban Water Management Plan, the City is projected to have enough water to meet the increase in demand.** In addition, the City is projected to have enough water to meet demand during a single dry year, and a multiple dry year scenario. The project at total build-out will consume 30,810 gallons of water per day and generate 19,355 gallons of effluent per day. The potential cumulative impacts on utilities **indicated that no significant impacts would result from the proposed project's** approval and subsequent implementation. As a result, no mitigation is required.

3.19.3 MITIGATION MEASURES

The analysis of utilities impacts indicated that no significant adverse impacts would result from the proposed **project's** approval and subsequent implementation. As a result, no mitigation is required.



3.20 WILDFIRE

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. If located in or near State responsibility areas or lands classified as very high fire hazard severity zones, would the project substantially impair an adopted emergency response plan or emergency evacuation plan?				✗
B. If located in or near State responsibility areas or lands classified as very high fire hazard severity zones, would the project due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				✗
C. If located in or near State responsibility areas or lands classified as very high fire hazard severity zones, would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				✗
D. If located in or near State responsibility areas or lands classified as very high fire hazard severity zones, would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				✗

3.20.1 ANALYSIS OF ENVIRONMENTAL IMPACTS

A. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project substantially impair an adopted emergency response plan or emergency evacuation plan? • No Impact.

According to the Cal FIRE Fire Hazard Severity Zone Database, the residential project site and the proposed parkette site are not located within a severe fire hazard zone. Furthermore, the proposed project would not involve the closure or alteration of any existing evacuation routes that would be important in the event of a wildfire. As a result, no impacts will occur.

B. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones would the project due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire? • No Impact.

The proposed project may be exposed to particulate emissions generated by wildland fires in the surrounding region. However, the potential impacts would not be exclusive to the project site since criteria pollutant emissions from wildland fires may affect the entire City as well as the surrounding cities and unincorporated county areas. As a result, no impacts will occur.



- C. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment? • No Impact.*

The project site is not located in an area that is classified as a high fire risk severity, and therefore will not require the installation of specialized infrastructure such as fire roads, fuel breaks, or emergency water sources. As a result, no impacts will occur.

- D. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes? • No Impact.*

There is no risk from wildfire within the project site or the surrounding area given the project **site's** distance from any area that may be subject to a wildfire event. Therefore, the project will not result in any impacts related to flooding or landslides facilitated by runoff flowing down barren and charred slopes given the **area's** level topography and developed character and no impacts will occur.

3.20.2 CUMULATIVE IMPACTS

Impacts related to wildfire are typically site specific. The analysis determined that the proposed project would not result in any impacts relative to potential wildfire risk. As a result, no cumulative wildfire impacts are anticipated to result from the **proposed project's implementation**.

3.20.3 MITIGATION MEASURES

The analysis of wildfires impacts indicated that less than significant impacts would result from the proposed project's approval and subsequent implementation. As a result, no mitigation is required.



3.21 MANDATORY FINDINGS OF SIGNIFICANCE

Environmental Issue Areas Examined	Potentially Significant Impact	Less Than Significant Impact With Mitigation	Less Than Significant Impact	No Impact
A. Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?		✗		
B. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?		✗		
C. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			✗	

The following findings can be made regarding the Mandatory Findings of Significance set forth in Section 15065 of the CEQA Guidelines based on the results of this environmental assessment:

- A. The proposed project *will not* have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory. As indicated in Section 3, the proposed project will have less than significant impact for the majority of the environmental issues though mitigation will be required for **the proposed project's potential impacts on biological and cultural resources**.
- B. The proposed project *will not* have impacts that are individually limited, but cumulatively considerable. The proposed project is relatively small, and the attendant environmental impacts will not lead to a cumulatively significant impact on any of the issues analyzed herein. As indicated in Section 3, the proposed project will have less than significant impact for the majority of the environmental issues though mitigation will be required for **the proposed project's potential impacts on biological and cultural resources**.
- C. The proposed project *will not* have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly. As indicated in Section 3, the proposed project will have less than significant impact.



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SECTION 4 CONCLUSIONS

4.1 FINDINGS

Section 21081(a) of the Public Resources Code states that findings must be adopted by the decision-makers coincidental to the approval of a Mitigated Negative Declaration. These findings shall be incorporated as part of the decision-**maker's findings of fact, in response to AB-3180**. In accordance with the requirements of Section 21081(a) and 21081.6 of the Public Resources Code, the following additional findings may be made:

- A mitigation reporting or monitoring program will be required;
- Site plans and/or building plans, submitted for approval by the responsible monitoring agency, shall include the required standard conditions; and,
- An accountable enforcement agency or monitoring agency shall be identified for the mitigations adopted as part of the decision-**maker's final determination**.

4.2 MITIGATION MONITORING

The following mitigation will be provided to reduce potential impacts to nesting and migratory species:

MM-BIO-1 (Biological Resources Impacts). If clearing and/or construction activities would occur during the raptor or migratory bird nesting season (February 15 to August 15), the Applicant and/or its contractor shall retain a qualified biologist to conduct preconstruction surveys for nesting birds up to 14 days before the construction activities commence. A copy of the report must be provided to the Director of Community Development for review and approval prior to the start of any work on the project site. The qualified biologist shall survey the construction zone to determine whether the activities taking place have the potential to disturb or otherwise harm nesting birds. Surveys shall be repeated if project activities are suspended or delayed for more than 15 days during nesting season. If active nest(s) are identified during the preconstruction survey, a qualified biologist shall establish a 100-foot no-activity setback for migratory bird nests and a 250-foot setback for raptor nests. No ground disturbance should occur within the no-activity setback until the nest is deemed inactive by the qualified biologist. The biologist must be approved by the Community Development Director prior to the issuance of any type of permit being issued for the project.

The following mitigation is required to ensure that a tribal representative is present during construction-related ground-disturbing activities:

MM-CUL-1 (Cultural Resources Impacts). The project Applicant will be required to obtain the services of a qualified Native American Monitor during construction-related ground disturbance activities. Ground disturbance is defined by the Tribal Representatives from the Gabrieleño Band of Mission Indians, Kizh Nation as activities that include, but are not limited to, pavement removal, potholing or auguring, boring, grading, excavation, and trenching, within the project area. The monitor(s) must be approved by the tribal representatives and the **City's Community Development** Director and will be present on-site during the grading and construction phases that involve any



ground disturbing activities. The on-site monitoring shall end when the project site grading and excavation activities are completed, or when the monitor has indicated that the site has a low potential for archeological resources. Documentation that the required monitoring has been completed shall be provided to the Chief Building Official prior to the issuance of a Certificate of Occupancy.

The following mitigation measures will be required to further reduce construction noise levels so that the impacts would be less than significant:

MM-NOI-1 (Noise Impacts): Construction staging areas must be located within the western portion of the project site, at least 200 feet east of the project **site's** eastern boundary away from the noise sensitive receptors.

MM-NOI-2 (Noise Impacts): *MM-NOI-2 (Noise Impacts):* The use of Tier IV rated construction equipment must be used during demolition, site preparation, and construction activities.

MM-NOI-3 (Noise Impacts): The Applicant must notify local residents regarding construction times and local contact information by placing a notice in the form of a sign along **the project site's boundaries** in prominent locations. The notice shall include the name and phone number of the contact person at **both the construction site and at the City's Code Enforcement office where** residents may call to register a complaint about noise. Upon receipt of a complaint, the contractors must stop work to inspect their equipment to ensure that they are properly tuned and muffled. Construction activities may not resume until the contractors confirm that the equipment is properly tuned and muffled. In addition, copies of all complaints and subsequent communication between the affected residents and contractors must be forwarded to the **City's** Community Development Director.

MM-NOI-4 (Noise Impacts): The use of jackhammers or hoe rams (breakers) to demolish the existing pavement shall be prohibited from taking place between the hours of eight p.m. and seven a.m. on weekdays, including Saturday, or at any time on Sunday or a federal holiday.

The analysis determined that the proposed project will require the following mitigation in order to minimize potential impacts to tribal cultural resources:

MM-TCR-1 (Tribal Cultural Resources Impacts). The project Applicant will be required to obtain the services of a qualified Native American Monitor during construction-related ground disturbance activities. Ground disturbance is defined by the Tribal Representatives from the Gabrieleño Band of Mission Indians, Kizh Nation as activities that include, but are not limited to, pavement removal, potholing or auguring, boring, grading, excavation, and trenching, within the project area. The monitor must be approved by the tribal **representatives and the City's Community Development Director. The** monitor will be present on-site during the grading and construction phases that involve any ground disturbing activities. The on-site monitoring shall end when the project site grading and excavation activities are completed, or when the monitor has indicated that the site has a low potential for archeological resources. Documentation that the required monitoring has been completed shall be provided to the Chief Building Official prior to the issuance of a Certificate of Occupancy.



MM-TCR-2 (Tribal Cultural Resources). All archaeological resources unearthed by Project construction activities shall be evaluated by the Monitor. If the resources are Native American in origin, the Tribe shall coordinate with the landowner regarding treatment and curation of these resources. The preferred treatment will be reburial or preservation in place.

MM-TCR-3 (Tribal Cultural Resources). If any human skeletal material or related funerary objects are discovered during ground disturbance, the Monitor will immediately divert work at minimum of 50 feet and place an exclusion zone around the burial. The Monitor will then notify the construction manager who will call the coroner. Work will continue to be diverted while the coroner determines whether the remains are Native American. The discovery is to be kept confidential and secure to prevent any further disturbance. If the remains are Native American, the coroner will notify the Native American Heritage Commission (NAHC) as mandated by state law who will then appoint a Most Likely Descendent. In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains will be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. The preferred treatment will be to keep the remains in situ and protected. If that treatment is not feasible, as determined by the applicant, the burials may be removed. The Tribe will work closely with the Qualified Archaeologist to ensure that the excavation is treated carefully, ethically, and respectfully. If data recovery is approved by the Tribe, documentation shall be taken which includes at a minimum detailed descriptive notes and sketches. Additional types of documentation shall be approved by the Tribe for data recovery purposes. Cremations will either be removed in bulk or by means as necessary to ensure complete recovery of all material. Once complete, a final report of all activities is to be submitted to the NAHC.

The monitoring and reporting on the implementation of these measures, including the period for implementation, monitoring agency, and the monitoring action, are identified in Table 7.1 provided on the following pages.



TABLE 7.1
 MITIGATION-MONITORING PROGRAM

<i>Measure</i>	Enforcement Agency	Monitoring Phase	Verification
MM-BIO-1 (Biological Resources Impacts). If clearing and/or construction activities would occur during the raptor or migratory bird nesting season (February 15 to August 15), the Applicant and/or its contractor shall retain a qualified biologist to conduct preconstruction surveys for nesting birds up to 14 days before the construction activities commence. A copy of the report must be provided to the Director of Community Development for review and approval prior to the start of any work on the project site. The qualified biologist shall survey the construction zone to determine whether the activities taking place have the potential to disturb or otherwise harm nesting birds. Surveys shall be repeated if project activities are suspended or delayed for more than 15 days during nesting season. If active nest(s) are identified during the preconstruction survey, a qualified biologist shall establish a 100-foot no-activity setback for migratory bird nests and a 250-foot setback for raptor nests. No ground disturbance should occur within the no-activity setback until the nest is deemed inactive by the qualified biologist. The biologist must be approved by the Community Development Director prior to the issuance of any type of permit being issued for the project.	<p>Director of Community Development</p> <ul style="list-style-type: none"> • <p><i>(Applicant is responsible for implementation)</i></p>	<p><i>Prior to the issuance of building permits.</i></p> <ul style="list-style-type: none"> • <p>Mitigation ends when construction is completed.</p>	<p>Date:</p> <p>Name & Title:</p>
MM-CUL-1 (Cultural Resources Impacts). The project Applicant will be required to obtain the services of a qualified Native American Monitor during construction-related ground disturbance activities. Ground disturbance is defined by the Tribal Representatives from the Gabrieleño Band of Mission Indians, Kizh Nation as activities that include, but are not limited to, pavement removal, potholing or auguring, boring, grading, excavation, and trenching, within the project area. The monitor(s) must be approved by the tribal representatives and the City's Community Development Director and will be present on-site during the grading and construction phases that involve any ground disturbing activities. The on-site monitoring shall end when the project site grading and excavation activities are completed, or when the monitor has indicated that the site has a low potential for archeological resources. Documentation that the required monitoring has been completed shall be provided to the Chief Building Official prior to the issuance of a Certificate of Occupancy.	<p>Community Development Director and the Chief Building Official</p> <ul style="list-style-type: none"> • <p><i>(Applicant is responsible for implementation)</i></p>	<p><i>During the project's grading and construction phases.</i></p> <ul style="list-style-type: none"> • <p>Mitigation ends when construction is completed.</p>	<p>Date:</p> <p>Name & Title:</p>
MM-NOI-1 (Noise Impacts): Construction staging areas must be located within the western portion of the project site, at least 200 feet east of the project site's eastern boundary away from the noise sensitive receptors.	<p>Community Development Director and the Chief Building Official</p> <ul style="list-style-type: none"> • <p><i>(Applicant is responsible for implementation)</i></p>	<p><i>During the project's grading and construction phases.</i></p> <ul style="list-style-type: none"> • <p>Mitigation ends when construction is completed.</p>	<p>Date:</p> <p>Name & Title:</p>



TABLE 7.1 MITIGATION-MONITORING PROGRAM (CONTINUED)			
Measure	Enforcement Agency	Monitoring Phase	Verification
MM-NOI-2 (Noise Impacts): The use of Tier IV rated construction equipment must be used during demolition, site preparation, and construction activities.	Community Development Director and the Chief Building Official • (Applicant is responsible for implementation)	During the project's grading and construction phases. • Mitigation ends when construction is completed.	Date: Name & Title:
MM-NOI-3 (Noise Impacts): The Applicant must notify local residents regarding construction times and local contact information by placing a notice in the form of a sign along the project site's boundaries in prominent locations. The notice shall include the name and phone number of the contact person at both the construction site and at the City's Code Enforcement office where residents may call to register a complaint about noise. Upon receipt of a complaint, the contractors must stop work to inspect their equipment to ensure that they are properly tuned and muffled. Construction activities may not resume until the contractors confirm that the equipment is properly tuned and muffled. In addition, copies of all complaints and subsequent communication between the affected residents and contractors must be forwarded to the City's Community Development Director.	Community Development Director and the Chief Building Official • (Applicant is responsible for implementation)	During the project's grading and construction phases. • Mitigation ends when construction is completed.	Date: Name & Title:
MM-NOI-4 (Noise Impacts): The use of jackhammers or hoe rams (breakers) to demolish the existing pavement shall be prohibited from taking place between the hours of eight p.m. and seven a.m. on weekdays, including Saturday, or at any time on Sunday or a federal holiday.	Community Development Director and the Chief Building Official • (Applicant is responsible for implementation)	During the project's grading and construction phases. • Mitigation ends when construction is completed.	Date: Name & Title:



TABLE 7.1 MITIGATION-MONITORING PROGRAM (CONTINUED)			
Measure	Enforcement Agency	Monitoring Phase	Verification
MM-TCR-1 (Tribal Cultural Resources Impacts). The project Applicant will be required to obtain the services of a qualified Native American Monitor during construction-related ground disturbance activities. Ground disturbance is defined by the Tribal Representatives from the Gabrieleño Band of Mission Indians, Kizh Nation as activities that include, but are not limited to, pavement removal, potholing or auguring, boring, grading, excavation, and trenching, within the project area. The monitor must be approved by the tribal representatives and the City's Community Development Director. The monitor will be present on-site during the grading and construction phases that involve any ground disturbing activities. The on-site monitoring shall end when the project site grading and excavation activities are completed, or when the monitor has indicated that the site has a low potential for archeological resources. Documentation that the required monitoring has been completed shall be provided to the Chief Building Official prior to the issuance of a Certificate of Occupancy.	Community Development Director and the Chief Building Official • (Applicant is responsible for implementation)	During the project's grading and construction phases. • Mitigation ends when construction is completed.	Date: Name & Title:
MM-TCR-2 (Tribal Cultural Resources Impacts). All archaeological resources unearthed by Project construction activities shall be evaluated by the Monitor. If the resources are Native American in origin, the Tribe shall coordinate with the landowner regarding treatment and curation of these resources. The preferred treatment will be reburial or preservation in place.	Community Development Director and the Chief Building Official • (Applicant is responsible for implementation)	During the project's grading and construction phases. • Mitigation ends when construction is completed.	Date: Name & Title:
MM-TCR-3 (Tribal Cultural Resources) If any human skeletal material or related funerary objects are discovered during ground disturbance, the Monitor will immediately divert work at minimum of 50 feet and place an exclusion zone around the burial. The Monitor will then notify the construction manager who will call the coroner. Work will continue to be diverted while the coroner determines whether the remains are Native American. The discovery is to be kept confidential and secure to prevent any further disturbance. If the remains are Native American, the coroner will notify the Native American Heritage Commission (NAHC) as mandated by state law who will then appoint a Most Likely Descendent. In the case where discovered human remains cannot be fully documented and recovered on the same day, the remains will be covered with muslin cloth and a steel plate that can be moved by heavy equipment placed over the excavation opening to protect the remains. The preferred treatment will be to keep the remains in situ and protected. If that treatment is not feasible, as determined by the applicant, the burials may be removed. The Tribe will work closely with the Qualified Archaeologist to ensure that the excavation is treated carefully, ethically, and respectfully. If data recovery is approved by the Tribe, documentation shall be taken which includes at a minimum detailed descriptive notes and sketches. Additional types of documentation shall be approved by the Tribe for data recovery purposes. Cremations will either be removed in bulk or by means as necessary to ensure complete recovery of all material. Once complete, a final report of all activities is to be submitted to the NAHC.	Community Development Director and the Chief Building Official • (Applicant is responsible for implementation)	During the project's grading and construction phases. • Mitigation ends when construction is completed.	Date: Name & Title:



SECTION 5 REFERENCES

5.1 PREPARERS

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Karla Nayakarathne GIS Geographer Technician

5.2 REFERENCES

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APPENDIX

APPENDIX A – AIR QUALITY WORKSHEETS

APPENDIX B – NOISE MEASUREMENTS WORKSHEETS

APPENDIX C – TRAFFIC STUDY



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APPENDIX A – AIR QUALITY WORKSHEETS



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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

Stanton Homes
South Coast Air Basin, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Condo/Townhouse	123.81	Dwelling Unit	3.50	123,805.00	354

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	31
Climate Zone	8			Operational Year	2024
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	390.98	CH4 Intensity (lb/MWhr)	0.033	N2O Intensity (lb/MWhr)	0.004

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - Project Characteristics

Construction Phase - Default

Table Name	Column Name	Default Value	New Value
tblLandUse	LotAcreage	7.74	3.50

2.0 Emissions Summary



Stanton Homes - South Coast Air Basin, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2022	3.2315	33.1269	21.1624	0.0403	19.8582	1.6138	21.4720	10.1558	1.4847	11.6405	0.0000	3,899.9529	3,899.9529	1.1970	0.0607	3,927.4537
2023	43.2862	15.0502	19.5298	0.0380	1.0780	0.7080	1.7860	0.2878	0.6661	0.9539	0.0000	3,690.3080	3,690.3080	0.6387	0.0571	3,723.2934
Maximum	43.2862	33.1269	21.1624	0.0403	19.8582	1.6138	21.4720	10.1558	1.4847	11.6405	0.0000	3,899.9529	3,899.9529	1.1970	0.0607	3,927.4537

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2022	3.2315	33.1269	21.1624	0.0403	19.8582	1.6138	21.4720	10.1558	1.4847	11.6405	0.0000	3,899.9529	3,899.9529	1.1970	0.0607	3,927.4537
2023	43.2862	15.0502	19.5298	0.0380	1.0780	0.7080	1.7860	0.2878	0.6661	0.9539	0.0000	3,690.3080	3,690.3080	0.6387	0.0571	3,723.2934
Maximum	43.2862	33.1269	21.1624	0.0403	19.8582	1.6138	21.4720	10.1558	1.4847	11.6405	0.0000	3,899.9529	3,899.9529	1.1970	0.0607	3,927.4537



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	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00



Stanton Homes - South Coast Air Basin, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	35.4106	2.6864	73.1686	0.1612		9.5135	9.5135		9.5135	9.5135	1,159.6245	2,247.0033	3,406.6278	3.4759	0.0787	3,516.9805
Energy	0.0604	0.5159	0.2196	3.2900e-003		0.0417	0.0417		0.0417	0.0417		658.6482	658.6482	0.0126	0.0121	662.5622
Mobile	2.9657	3.1487	30.1239	0.0690	7.2552	0.0483	7.3035	1.9333	0.0449	1.9782		7,028.3507	7,028.3507	0.4289	0.2850	7,124.0014
Total	38.4367	6.3511	103.5120	0.2334	7.2552	9.6035	16.8587	1.9333	9.6001	11.5334	1,159.6245	9,934.0022	11,093.6267	3.9174	0.3758	11,303.5441

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	35.4106	2.6864	73.1686	0.1612		9.5135	9.5135		9.5135	9.5135	1,159.6245	2,247.0033	3,406.6278	3.4759	0.0787	3,516.9805
Energy	0.0604	0.5159	0.2196	3.2900e-003		0.0417	0.0417		0.0417	0.0417		658.6482	658.6482	0.0126	0.0121	662.5622
Mobile	2.9657	3.1487	30.1239	0.0690	7.2552	0.0483	7.3035	1.9333	0.0449	1.9782		7,028.3507	7,028.3507	0.4289	0.2850	7,124.0014
Total	38.4367	6.3511	103.5120	0.2334	7.2552	9.6035	16.8587	1.9333	9.6001	11.5334	1,159.6245	9,934.0022	11,093.6267	3.9174	0.3758	11,303.5441



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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	1/1/2022	1/28/2022	5	20	
2	Site Preparation	Site Preparation	1/29/2022	2/4/2022	5	5	
3	Grading	Grading	2/5/2022	2/16/2022	5	8	
4	Building Construction	Building Construction	2/17/2022	1/4/2023	5	230	
5	Paving	Paving	1/5/2023	1/30/2023	5	18	
6	Architectural Coating	Architectural Coating	1/31/2023	2/23/2023	5	18	

Acres of Grading (Site Preparation Phase): 7.5

Acres of Grading (Grading Phase): 8

Acres of Paving: 0

Residential Indoor: 250,705; Residential Outdoor: 83,568; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 0 (Architectural Coating – sqft)

OffRoad Equipment

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Architectural Coating	Air Compressors	1	6.00	78	0.48
Paving	Cement and Mortar Mixers	2	6.00	9	0.56
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Building Construction	Cranes	1	7.00	231	0.29
Demolition	Excavators	3	8.00	158	0.38



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Grading	Excavators	1	8.00	158	0.38
Building Construction	Forklifts	3	8.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Grading	Graders	1	8.00	187	0.41
Paving	Pavers	1	8.00	130	0.42
Paving	Paving Equipment	2	6.00	132	0.36
Paving	Rollers	2	6.00	80	0.38
Demolition	Rubber Tired Dozers	2	8.00	247	0.40
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Site Preparation	Rubber Tired Dozers	3	8.00	247	0.40
Building Construction	Tractors/Loaders/Backhoes	3	7.00	97	0.37
Grading	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Site Preparation	Tractors/Loaders/Backhoes	4	8.00	97	0.37
Building Construction	Welders	1	8.00	46	0.45

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	7	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	9	89.00	13.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	8	20.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	18.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction



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3.2 Demolition - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.6392	25.7194	20.5941	0.0388		1.2427	1.2427		1.1553	1.1553		3,746.7812	3,746.7812	1.0524		3,773.0920
Total	2.6392	25.7194	20.5941	0.0388		1.2427	1.2427		1.1553	1.1553		3,746.7812	3,746.7812	1.0524		3,773.0920

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0512	0.0361	0.5683	1.5200e-003	0.1677	1.0000e-003	0.1687	0.0445	9.2000e-004	0.0454		153.1717	153.1717	4.0100e-003	3.6600e-003	154.3616
Total	0.0512	0.0361	0.5683	1.5200e-003	0.1677	1.0000e-003	0.1687	0.0445	9.2000e-004	0.0454		153.1717	153.1717	4.0100e-003	3.6600e-003	154.3616



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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.2 Demolition - 2022

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	2.6392	25.7194	20.5941	0.0388		1.2427	1.2427		1.1553	1.1553	0.0000	3,746.7812	3,746.7812	1.0524		3,773.0920
Total	2.6392	25.7194	20.5941	0.0388		1.2427	1.2427		1.1553	1.1553	0.0000	3,746.7812	3,746.7812	1.0524		3,773.0920

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0512	0.0361	0.5683	1.5200e-003	0.1677	1.0000e-003	0.1687	0.0445	9.2000e-004	0.0454		153.1717	153.1717	4.0100e-003	3.6600e-003	154.3616
Total	0.0512	0.0361	0.5683	1.5200e-003	0.1677	1.0000e-003	0.1687	0.0445	9.2000e-004	0.0454		153.1717	153.1717	4.0100e-003	3.6600e-003	154.3616



Stanton Homes - South Coast Air Basin, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.3 Site Preparation - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					19.6570	0.0000	19.6570	10.1025	0.0000	10.1025			0.0000			0.0000
Off-Road	3.1701	33.0835	19.6978	0.0380		1.6126	1.6126		1.4836	1.4836		3,686.0619	3,686.0619	1.1922		3,715.8655
Total	3.1701	33.0835	19.6978	0.0380	19.6570	1.6126	21.2696	10.1025	1.4836	11.5860		3,686.0619	3,686.0619	1.1922		3,715.8655

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0614	0.0434	0.6820	1.8200e-003	0.2012	1.2000e-003	0.2024	0.0534	1.1100e-003	0.0545		183.8060	183.8060	4.8100e-003	4.3900e-003	185.2340
Total	0.0614	0.0434	0.6820	1.8200e-003	0.2012	1.2000e-003	0.2024	0.0534	1.1100e-003	0.0545		183.8060	183.8060	4.8100e-003	4.3900e-003	185.2340



Stanton Homes - South Coast Air Basin, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.3 Site Preparation - 2022

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					19.6570	0.0000	19.6570	10.1025	0.0000	10.1025			0.0000			0.0000
Off-Road	3.1701	33.0835	19.6978	0.0380		1.6126	1.6126		1.4836	1.4836	0.0000	3,686.0619	3,686.0619	1.1922		3,715.8655
Total	3.1701	33.0835	19.6978	0.0380	19.6570	1.6126	21.2696	10.1025	1.4836	11.5860	0.0000	3,686.0619	3,686.0619	1.1922		3,715.8655

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0614	0.0434	0.6820	1.8200e-003	0.2012	1.2000e-003	0.2024	0.0534	1.1100e-003	0.0545		183.8060	183.8060	4.8100e-003	4.3900e-003	185.2340
Total	0.0614	0.0434	0.6820	1.8200e-003	0.2012	1.2000e-003	0.2024	0.0534	1.1100e-003	0.0545		183.8060	183.8060	4.8100e-003	4.3900e-003	185.2340



Stanton Homes - South Coast Air Basin, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.4 Grading - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					7.0826	0.0000	7.0826	3.4247	0.0000	3.4247			0.0000			0.0000
Off-Road	1.9486	20.8551	15.2727	0.0297		0.9409	0.9409		0.8656	0.8656		2,872.0464	2,872.0464	0.9289		2,895.2684
Total	1.9486	20.8551	15.2727	0.0297	7.0826	0.9409	8.0234	3.4247	0.8656	4.2903		2,872.0464	2,872.0464	0.9289		2,895.2684

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0512	0.0361	0.5683	1.5200e-003	0.1677	1.0000e-003	0.1687	0.0445	9.2000e-004	0.0454		153.1717	153.1717	4.0100e-003	3.6600e-003	154.3616
Total	0.0512	0.0361	0.5683	1.5200e-003	0.1677	1.0000e-003	0.1687	0.0445	9.2000e-004	0.0454		153.1717	153.1717	4.0100e-003	3.6600e-003	154.3616



Stanton Homes - South Coast Air Basin, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.4 Grading - 2022

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					7.0826	0.0000	7.0826	3.4247	0.0000	3.4247			0.0000			0.0000
Off-Road	1.9486	20.8551	15.2727	0.0297		0.9409	0.9409		0.8656	0.8656	0.0000	2,872.0464	2,872.0464	0.9289		2,895.2684
Total	1.9486	20.8551	15.2727	0.0297	7.0826	0.9409	8.0234	3.4247	0.8656	4.2903	0.0000	2,872.0464	2,872.0464	0.9289		2,895.2684

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0512	0.0361	0.5683	1.5200e-003	0.1677	1.0000e-003	0.1687	0.0445	9.2000e-004	0.0454		153.1717	153.1717	4.0100e-003	3.6600e-003	154.3616
Total	0.0512	0.0361	0.5683	1.5200e-003	0.1677	1.0000e-003	0.1687	0.0445	9.2000e-004	0.0454		153.1717	153.1717	4.0100e-003	3.6600e-003	154.3616



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Stanton Homes - South Coast Air Basin, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.5 Building Construction - 2022

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612		2,554.3336	2,554.3336	0.6120		2,569.6322
Total	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612		2,554.3336	2,554.3336	0.6120		2,569.6322

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0237	0.6134	0.2052	2.4900e-003	0.0832	6.2500e-003	0.0895	0.0240	5.9800e-003	0.0299		268.5107	268.5107	9.8800e-003	0.0390	280.3782
Worker	0.3036	0.2144	3.3719	8.9900e-003	0.9948	5.9600e-003	1.0008	0.2638	5.4800e-003	0.2693		908.8187	908.8187	0.0238	0.0217	915.8790
Total	0.3273	0.8278	3.5771	0.0115	1.0780	0.0122	1.0903	0.2878	0.0115	0.2993		1,177.3295	1,177.3295	0.0337	0.0607	1,196.2572



Stanton Homes - South Coast Air Basin, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.5 Building Construction - 2022

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612	0.0000	2,554.3336	2,554.3336	0.6120		2,569.6322
Total	1.7062	15.6156	16.3634	0.0269		0.8090	0.8090		0.7612	0.7612	0.0000	2,554.3336	2,554.3336	0.6120		2,569.6322

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0237	0.6134	0.2052	2.4900e-003	0.0832	6.2500e-003	0.0895	0.0240	5.9800e-003	0.0299		268.5107	268.5107	9.8800e-003	0.0390	280.3782
Worker	0.3036	0.2144	3.3719	8.9900e-003	0.9948	5.9600e-003	1.0008	0.2638	5.4800e-003	0.2693		908.8187	908.8187	0.0238	0.0217	915.8790
Total	0.3273	0.8278	3.5771	0.0115	1.0780	0.0122	1.0903	0.2878	0.0115	0.2993		1,177.3295	1,177.3295	0.0337	0.0607	1,196.2572



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Stanton Homes - South Coast Air Basin, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.5 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584		2,555.2099	2,555.2099	0.6079		2,570.4061
Total	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584		2,555.2099	2,555.2099	0.6079		2,570.4061

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0140	0.4757	0.1826	2.3700e-003	0.0832	2.6300e-003	0.0859	0.0240	2.5100e-003	0.0265		255.5542	255.5542	9.4600e-003	0.0371	266.8359
Worker	0.2815	0.1896	3.1033	8.7000e-003	0.9948	5.6100e-003	1.0004	0.2638	5.1600e-003	0.2690		879.5439	879.5439	0.0213	0.0201	886.0514
Total	0.2954	0.6653	3.2858	0.0111	1.0780	8.2400e-003	1.0863	0.2878	7.6700e-003	0.2955		1,135.0981	1,135.0981	0.0308	0.0571	1,152.8873



Stanton Homes - South Coast Air Basin, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.5 Building Construction - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584	0.0000	2,555.2099	2,555.2099	0.6079		2,570.4061
Total	1.5728	14.3849	16.2440	0.0269		0.6997	0.6997		0.6584	0.6584	0.0000	2,555.2099	2,555.2099	0.6079		2,570.4061

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0140	0.4757	0.1826	2.3700e-003	0.0832	2.6300e-003	0.0859	0.0240	2.5100e-003	0.0265		255.5542	255.5542	9.4600e-003	0.0371	266.8359
Worker	0.2815	0.1896	3.1033	8.7000e-003	0.9948	5.6100e-003	1.0004	0.2638	5.1600e-003	0.2690		879.5439	879.5439	0.0213	0.0201	886.0514
Total	0.2954	0.6653	3.2858	0.0111	1.0780	8.2400e-003	1.0863	0.2878	7.6700e-003	0.2955		1,135.0981	1,135.0981	0.0308	0.0571	1,152.8873



Stanton Homes - South Coast Air Basin, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.6 Paving - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9181	8.7903	12.1905	0.0189		0.4357	0.4357		0.4025	0.4025		1,805.4304	1,805.4304	0.5673		1,819.6122
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.9181	8.7903	12.1905	0.0189		0.4357	0.4357		0.4025	0.4025		1,805.4304	1,805.4304	0.5673		1,819.6122

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0633	0.0426	0.6974	1.9600e-003	0.2236	1.2600e-003	0.2248	0.0593	1.1600e-003	0.0605		197.6503	197.6503	4.7900e-003	4.5000e-003	199.1127
Total	0.0633	0.0426	0.6974	1.9600e-003	0.2236	1.2600e-003	0.2248	0.0593	1.1600e-003	0.0605		197.6503	197.6503	4.7900e-003	4.5000e-003	199.1127



Stanton Homes - South Coast Air Basin, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.6 Paving - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.9181	8.7903	12.1905	0.0189		0.4357	0.4357		0.4025	0.4025	0.0000	1,805.4304	1,805.4304	0.5673		1,819.6122
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.9181	8.7903	12.1905	0.0189		0.4357	0.4357		0.4025	0.4025	0.0000	1,805.4304	1,805.4304	0.5673		1,819.6122

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0633	0.0426	0.6974	1.9600e-003	0.2236	1.2600e-003	0.2248	0.0593	1.1600e-003	0.0605		197.6503	197.6503	4.7900e-003	4.5000e-003	199.1127
Total	0.0633	0.0426	0.6974	1.9600e-003	0.2236	1.2600e-003	0.2248	0.0593	1.1600e-003	0.0605		197.6503	197.6503	4.7900e-003	4.5000e-003	199.1127



Stanton Homes - South Coast Air Basin, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.7 Architectural Coating - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	43.0377					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1917	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708		281.4481	281.4481	0.0168		281.8690
Total	43.2293	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708		281.4481	281.4481	0.0168		281.8690

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0569	0.0384	0.6276	1.7600e-003	0.2012	1.1300e-003	0.2023	0.0534	1.0400e-003	0.0544		177.8853	177.8853	4.3200e-003	4.0500e-003	179.2014
Total	0.0569	0.0384	0.6276	1.7600e-003	0.2012	1.1300e-003	0.2023	0.0534	1.0400e-003	0.0544		177.8853	177.8853	4.3200e-003	4.0500e-003	179.2014



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Stanton Homes - South Coast Air Basin, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

3.7 Architectural Coating - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	43.0377					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1917	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708	0.0000	281.4481	281.4481	0.0168		281.8690
Total	43.2293	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708	0.0000	281.4481	281.4481	0.0168		281.8690

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0569	0.0384	0.6276	1.7600e-003	0.2012	1.1300e-003	0.2023	0.0534	1.0400e-003	0.0544		177.8853	177.8853	4.3200e-003	4.0500e-003	179.2014
Total	0.0569	0.0384	0.6276	1.7600e-003	0.2012	1.1300e-003	0.2023	0.0534	1.0400e-003	0.0544		177.8853	177.8853	4.3200e-003	4.0500e-003	179.2014



Stanton Homes - South Coast Air Basin, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	2.9657	3.1487	30.1239	0.0690	7.2552	0.0483	7.3035	1.9333	0.0449	1.9782		7,028.3507	7,028.3507	0.4289	0.2850	7,124.0014
Unmitigated	2.9657	3.1487	30.1239	0.0690	7.2552	0.0483	7.3035	1.9333	0.0449	1.9782		7,028.3507	7,028.3507	0.4289	0.2850	7,124.0014

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Condo/Townhouse	906.25	1,007.77	777.50	3,083,507	3,083,507
Total	906.25	1,007.77	777.50	3,083,507	3,083,507

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Condo/Townhouse	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Condo/Townhouse	0.543401	0.061496	0.184986	0.128935	0.023820	0.006437	0.011961	0.008652	0.000812	0.000508	0.024540	0.000745	0.003706



Stanton Homes - South Coast Air Basin, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0604	0.5159	0.2196	3.2900e-003		0.0417	0.0417		0.0417	0.0417		658.6482	658.6482	0.0126	0.0121	662.5622
NaturalGas Unmitigated	0.0604	0.5159	0.2196	3.2900e-003		0.0417	0.0417		0.0417	0.0417		658.6482	658.6482	0.0126	0.0121	662.5622

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Condo/Townhouse	5598.51	0.0604	0.5159	0.2196	3.2900e-003		0.0417	0.0417		0.0417	0.0417		658.6482	658.6482	0.0126	0.0121	662.5622
Total		0.0604	0.5159	0.2196	3.2900e-003		0.0417	0.0417		0.0417	0.0417		658.6482	658.6482	0.0126	0.0121	662.5622



Stanton Homes - South Coast Air Basin, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

5.2 Energy by Land Use - Natural Gas

Mitigated

	Natural Gas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Condo/Townhouse	5.59851	0.0604	0.5159	0.2196	3.2900e-003		0.0417	0.0417		0.0417	0.0417		658.6482	658.6482	0.0126	0.0121	662.5622
Total		0.0604	0.5159	0.2196	3.2900e-003		0.0417	0.0417		0.0417	0.0417		658.6482	658.6482	0.0126	0.0121	662.5622

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	35.4106	2.6864	73.1686	0.1612		9.5135	9.5135		9.5135	9.5135	1,159.6245	2,247.0033	3,406.6278	3.4759	0.0787	3,516.9805
Unmitigated	35.4106	2.6864	73.1686	0.1612		9.5135	9.5135		9.5135	9.5135	1,159.6245	2,247.0033	3,406.6278	3.4759	0.0787	3,516.9805



Stanton Homes - South Coast Air Basin, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.2122					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	2.4513					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	32.4401	2.5688	62.9588	0.1606		9.4569	9.4569		9.4569	9.4569	1,159.6245	2,228.6118	3,388.2363	3.4582	0.0787	3,498.1478
Landscaping	0.3070	0.1176	10.2098	5.4000e-004		0.0566	0.0566		0.0566	0.0566		18.3915	18.3915	0.0177		18.8327
Total	35.4107	2.6864	73.1686	0.1612		9.5135	9.5135		9.5135	9.5135	1,159.6245	2,247.0033	3,406.6278	3.4759	0.0787	3,516.9805



Stanton Homes - South Coast Air Basin, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.2122					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	2.4513					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	32.4401	2.5688	62.9588	0.1606		9.4569	9.4569		9.4569	9.4569	1,159.6245	2,228.6118	3,388.2363	3.4582	0.0787	3,498.1478
Landscaping	0.3070	0.1176	10.2098	5.4000e-004		0.0566	0.0566		0.0566	0.0566		18.3915	18.3915	0.0177		18.8327
Total	35.4107	2.6864	73.1686	0.1612		9.5135	9.5135		9.5135	9.5135	1,159.6245	2,247.0033	3,406.6278	3.4759	0.0787	3,516.9805

7.0 Water Detail

7.1 Mitigation Measures Water



Stanton Homes - South Coast Air Basin, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Not Applied

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	-----------	-------------	-------------	-----------

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	------------	-------------	-------------	-----------

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
----------------	--------	----------------	-----------------	---------------	-----------

User Defined Equipment

Equipment Type	Number
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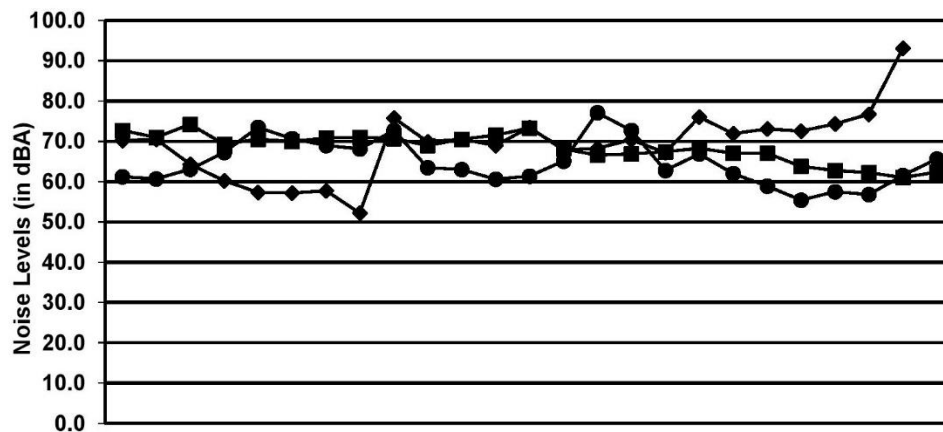
11.0 Vegetation



APPENDIX B – NOISE MEASUREMENTS



Actual Noise Levels During Measurement				Noise Measurement Results in Leq%				
1-25	26-50	51-75	76-100	L%	1-25	26-50	51-75	76-100
63.5	70.2	72.7	61.2	L ₉₉	72.7	93.1	74.2	77.1
61.9	70.5	71.0	60.7		72.4	76.7	73.3	73.5
62.1	64.3	74.2	63.1	L ₉₀	67.6	76.0	72.7	72.7
72.7	60.2	69.3	67.3		67.4	75.8	71.5	72.7
67.6	57.3	70.5	73.5		66.2	75.2	71.0	70.7
66.2	57.2	70.0	70.7		66.2	74.3	71.0	69.0
61.1	57.7	70.8	69.0		64.3	73.5	70.8	68.1
63.3	52.2	71.0	68.1		63.6	73.1	70.7	67.3
63.6	75.8	70.7	72.7		63.5	72.5	70.5	66.9
63.0	69.9	69.0	63.5		63.3	71.9	70.5	65.6
61.4	70.5	70.5	63.0		63.3	70.5	70.0	65.1
61.4	69.0	71.5	60.6	L ₅₀	63.3	70.5	69.3	63.5
60.8	73.5	73.3	61.4		63.0	70.4	69.0	63.1
60.7	67.8	68.1	65.1		63.0	70.2	68.3	63.0
63.3	68.3	66.6	77.1		62.5	69.9	68.1	62.8
63.0	70.4	66.9	72.7		62.4	69.0	67.4	62.0
62.5	67.2	67.4	62.8		62.1	68.3	67.0	61.5
63.3	76.0	68.3	66.9		61.9	67.8	67.0	61.4
66.2	71.9	67.0	62.0		61.4	67.2	66.9	61.2
67.4	73.1	67.0	58.9	L ₂₅	61.4	64.3	66.6	60.7
64.3	72.5	63.8	55.4		61.1	60.2	63.8	60.6
62.4	74.3	62.8	57.5		60.8	57.7	62.8	58.9
58.9	76.7	62.2	56.8	L ₁₀	60.7	57.3	62.4	57.5
59.2	93.1	61.0	61.5		59.2	57.2	62.2	56.8
72.4	75.2	62.4	65.6		58.9	52.2	61.0	55.4

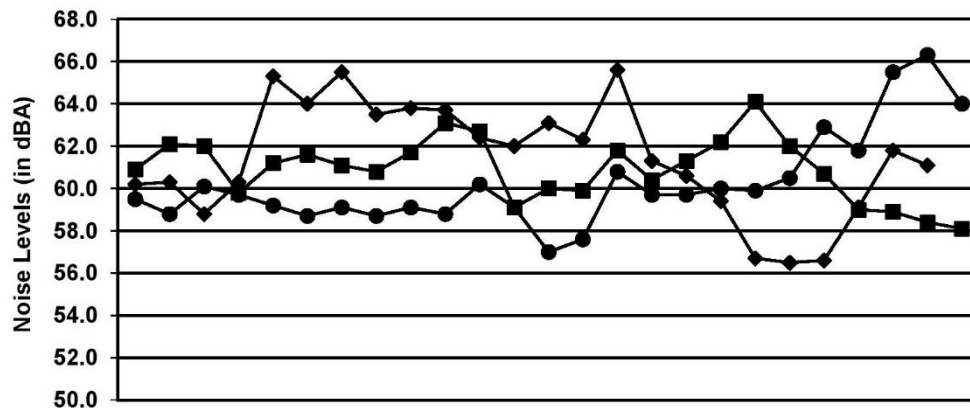


Noise Measurements East side of Beach - Location 1

Source: Blodgett Baylosis Environmental Planning



Actual Noise Levels During Measurement				Noise Measurement Results in Leq%				
1-25	26-50	51-75	76-100	L%	1-25	26-50	51-75	76-100
63.0	60.2	60.9	59.5	L ₉₉	63.0	65.6	64.1	66.3
57.6	60.3	62.1	58.8		62.8	65.5	63.1	65.5
54.3	58.8	62.0	60.1	L ₉₀	62.7	65.3	62.7	64.0
54.4	60.3	59.8	59.7		61.7	64.0	62.2	62.9
54.7	65.3	61.2	59.2		61.6	63.8	62.1	61.8
55.5	64.0	61.6	58.7		61.6	63.7	62.0	60.8
61.7	65.5	61.1	59.1		61.4	63.5	62.0	60.5
60.8	63.5	60.8	58.7		61.1	63.1	61.8	60.2
60.6	63.8	61.7	59.1		61.0	62.4	61.7	60.1
60.1	63.7	63.1	58.8		60.8	62.3	61.6	60.0
61.6	62.4	62.7	60.2		60.8	62.0	61.3	59.9
61.4	62.0	59.1	59.1	L ₅₀	60.7	61.8	61.2	59.7
60.8	63.1	60.0	57.0		60.6	61.3	61.1	59.7
60.5	62.3	59.9	57.6		60.5	61.1	60.9	59.7
60.0	65.6	61.8	60.8		60.1	60.6	60.8	59.5
60.7	61.3	60.4	59.7		60.0	60.3	60.7	59.2
61.6	60.6	61.3	59.7		58.7	60.3	60.4	59.1
62.8	59.4	62.2	60.0		58.7	60.2	60.0	59.1
62.7	56.7	64.1	59.9		58.4	59.8	59.9	59.1
61.1	56.5	62.0	60.5	L ₂₅	58.0	59.4	59.8	58.8
58.4	56.6	60.7	62.9		57.6	59.1	59.1	58.8
58.7	59.1	59.0	61.8		55.5	58.8	59.0	58.7
58.0	61.8	58.9	65.5	L ₁₀	54.7	56.7	58.9	58.7
58.7	61.1	58.4	66.3		54.4	56.6	58.4	57.6
61.0	59.8	58.1	64.0		54.3	56.5	58.1	57.0



Noise Measurements Center of Site - Location 2

Source: Blodgett Baylosis Environmental Planning



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APPENDIX C – TRAFFIC STUDY



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K2 TRAFFIC ENGINEERING, Inc.
Traffic Control • Signal • Synchronization • Parking • Study

TRAFFIC IMPACT STUDY AND VEHICLE MILES TRAVELLED (VMT) SCREENING

Stanton Townhome
12200 Beach Boulevard, Stanton

Date: June 30, 2021

Prepared For:

Bonanni Development

5500 Bolsa Ave, Suite 120

Huntington Beach, CA 92649

Prepared By:

K2 Traffic Engineering, Inc.

1442 Irvine Blvd, Suite 210

Tustin, CA 92780

(714) 832-2116



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Stanton Townhome
12200 Beach Blvd, Stanton

June 30, 2021
Traffic Impact Study And VMT Screening

Traffic Impact Study for Stanton Townhome
12200 Beach Boulevard, Stanton



Prepared under the supervision of

A handwritten signature in black ink, appearing to read "Jende Kay Hsu".

Jende Kay Hsu, P.E., T. E.

Lic. # T2285



Stanton Townhome
12200 Beach Blvd, Stanton

June 30, 2021
Traffic Impact Study And VMT Screening

EXECUTIVE SUMMARY

The purpose of this study is to evaluate traffic impact of the proposed townhome development located at 12200 Beach Boulevard in the City of Stanton. The proposed development includes 85 dwelling units, including 16 one-bedrooms, 9 two-bedrooms, and 60 three-bedrooms. All existing buildings will be demolished.

The project is expected to have a NET trip generation of 36 trips in the AM peak hour, including 6 inbound and 30 outbound trips, 43 trips in the PM peak hour, including 28 inbound and 15 outbound trips, and 589 daily trips. The project does not generate any significant impact and mitigation measure is not required.

Due to the absence of a median opening at the project access driveway, U-Turn traffic is expected to increase at adjacent intersections on Beach Boulevard at Park Plaza and Catherine Avenue. Queue analysis indicates that adequate pocket lengths are provided to accommodate these additional U-turn movements. The project should install a "RIGHT TURN ONLY" (R3-5R) signs at each proposed driveway and a "One Way Arrow" (W6-1R) sign on the raised median facing egress traffic.

This proposed project meets the High Quality Transit Area (HQTa) screening criteria for projects located within ½ mile of a Transit Priority Area (TPA) or a HQTa. The project is exempt from a VMT Analysis and can be presumed to have less than significant impact on transportation and circulation.



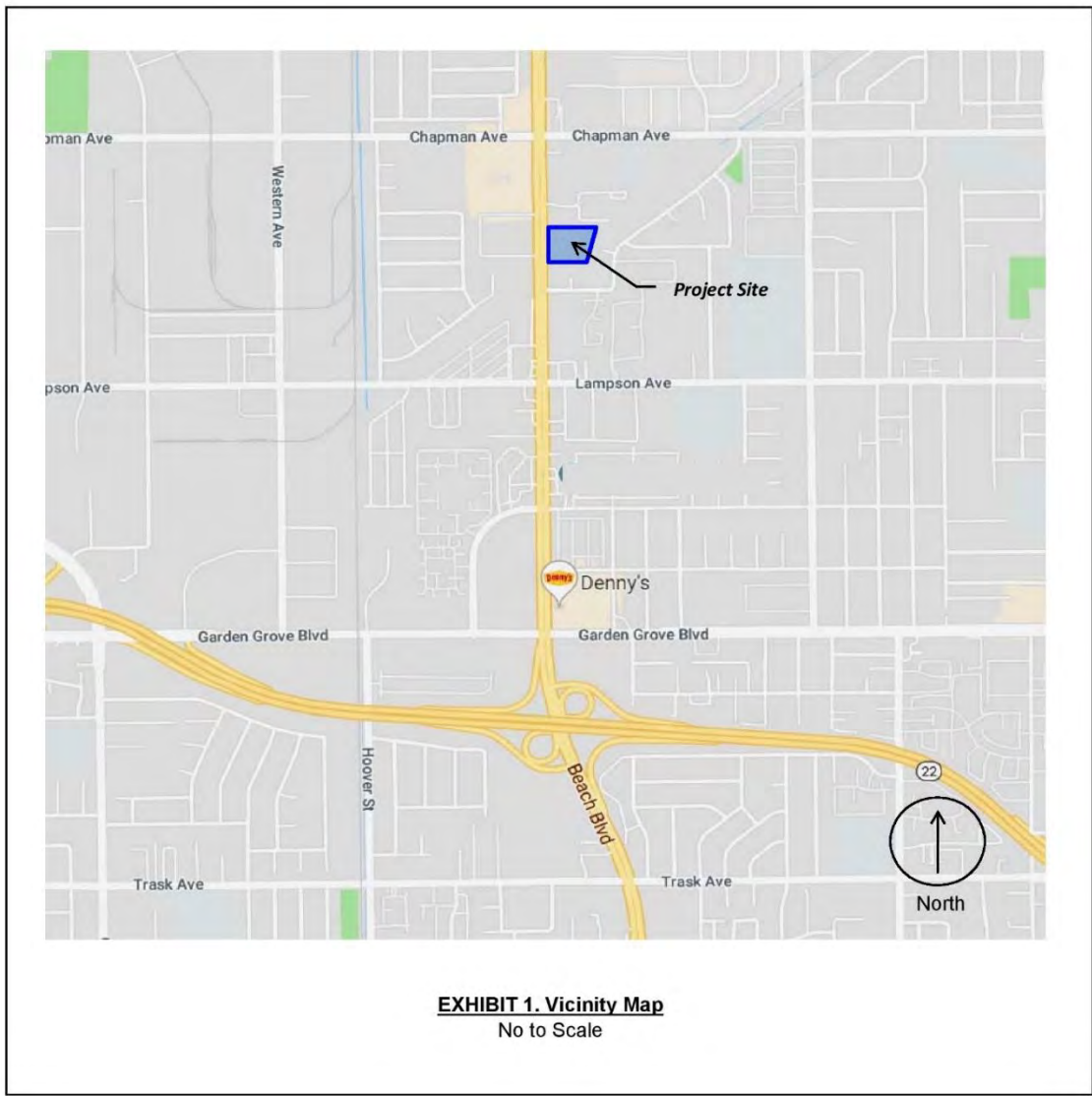
Stanton Townhome
12200 Beach Blvd, Stanton

June 30, 2021
Traffic Impact Study And VMT Screening

INTRODUCTION

The purpose of this study is to evaluate traffic impact of the proposed townhome development located at 12200 Beach Boulevard in the City of Stanton. Vicinity map is shown in **Exhibit 1**.

The project site is currently operated by a RV rental company named ShareMyCoach.com. All existing buildings (6,520 square feet) will be demolished to accommodate the proposed townhome with 85 dwelling units, including 16 one-bedrooms, 9 two-bedrooms, and 60 three-bedrooms. The proposed site plan is shown in **Exhibit 2**.





SITE PLAN SUMMARY	
See Sheet CS2 for more information	
Total Site Area:	3.546 Acres
Total Units:	85 Dwelling Units
1-Bedroom Units	16 Units (18.8%)
Unit 1A	8 Units
Unit 1B	8 Units
2-Bedroom Units	9 Units (10.6%)
Unit 2B	9 Units
3-Bedroom Units	60 Units (70.6%)
Unit 3A	28 Units
Unit 3B	31 Units
Density:	25 to 45 du/net ac
Target: (SNC 20.30.050) (85 Units)	23.97 du/acre
Provided:	
Parking:	290 Spaces
Required (SNC 20.30.050):	
1-Bed = 2 Space/Unit	
2-Bed = 2.5 Space/Unit	
3-Bed = 3.5 Space/Unit	
Guest = 1 per 3 Units	
Provided:	203 Spaces
Garage:	154 Spaces
Open (off-street):	49 Spaces
Required Accessible = 3 Spaces	
Unassigned Open (49 x 5%)	
Open Space: (SNC 20.30.050, 20.420.050 E):	
Total Open Space Required:	68,591 S.F.
Existing Open Space:	46,341 S.F.
Additional Open Space Required:	21,250 S.F.
Total Open Space Provided:	52,764 S.F.
Total Usable Common Open Space:	41,595 S.F.
Total Private Open Space:	11,169 S.F.
*See Sheets CS2 and L-9 for Open Space Calculations	
Legend	Adaptable Unit Per CBC 1102A.3 (9 Units total)



N

SCALE 1" = 20'

A1.10

WHA

ARCHITECTURAL SITE PLAN

SCHEMATIC DESIGN

20201110A | 10/21/2020

ARCHITECTURAL SITE PLAN
STANTON TOWNHOMES
12200 BEACH BOULEVARD
STANTON, CA



EXHIBIT 2. SITE PLAN



Stanton Townhome
12200 Beach Blvd, Stanton

June 30, 2021
Traffic Impact Study And VMT Screening

STUDY SCENARIOS

According to the scoping agreement (see **Appendix A**), the following intersections are included in this study for level of service analysis to evaluate the potential traffic impacts:

1. Beach Boulevard at Chapman Avenue
2. Beach Boulevard at Park Plaza
3. Beach Boulevard at Catherine Avenue
4. Beach Boulevard at Lampson Avenue
5. Beach Boulevard at Project Driveway

The intersection of Beach Boulevard and Chapman Avenue (#1) is controlled by traffic signals. All other study intersections are currently controlled by stop signs on the minor streets.

For the signalized intersection, the Level of Service (LOS) analysis is based on Intersection Capacity Utilization (ICU). **Table 1** provides the definition for LOS associated with values of volume-to-capacity ratios (V/C).

Table 1. LOS Definitions – Signalized Intersections (ICU Analysis)

LOS	V/C Ratio
A	0.00 – 0.60
B	0.61 – 0.70
C	0.71 – 0.80
D	0.81 – 0.90
E	0.91- 1.00
F	> 1.00

For non-signalized intersections or driveways, the LOS analyses are performed using SYNCHRO software based on the methodologies prescribed in the Highway Capacity Manual (HCM 2010). **Table 2** provides the definition for LOS associated with average control delay.



Stanton Townhome
12200 Beach Blvd, Stanton

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Table 2. LOS Definitions – Unsignalized Intersections (HCM Analysis)

LOS	Average Control Delay of Minor Approach (seconds/vehicle)
A	0 - 10
B	>10 - 15
C	>15 - 25
D	>25 - 35
E	>35 - 50
F	>50

In compliance with the *2019 Congestion Management Program (CMP)*, established by the Orange County Transportation Authority (OCTA), and the scoping agreement, the following scenarios are included in this analysis:

- i. Existing Conditions
- ii. Existing Conditions plus Project
- iii. Project Opening Year (2023) with Cumulative Developments
- iv. Project Opening Year (2023) with Cumulative Developments plus Project



Stanton Townhome
 12200 Beach Blvd, Stanton

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EXISTING CONDITIONS

Project site is located on the east side of Beach Boulevard between Park Plaza and Catherine Avenue. Beach Boulevard is a north-south Principal Arterial that provides four lanes in each direction separated by raised medians and exclusive left-turn lanes at major intersections. The posted speed limit is 45 mph. On-street parking is prohibited along Beach Boulevard in the project vicinity.

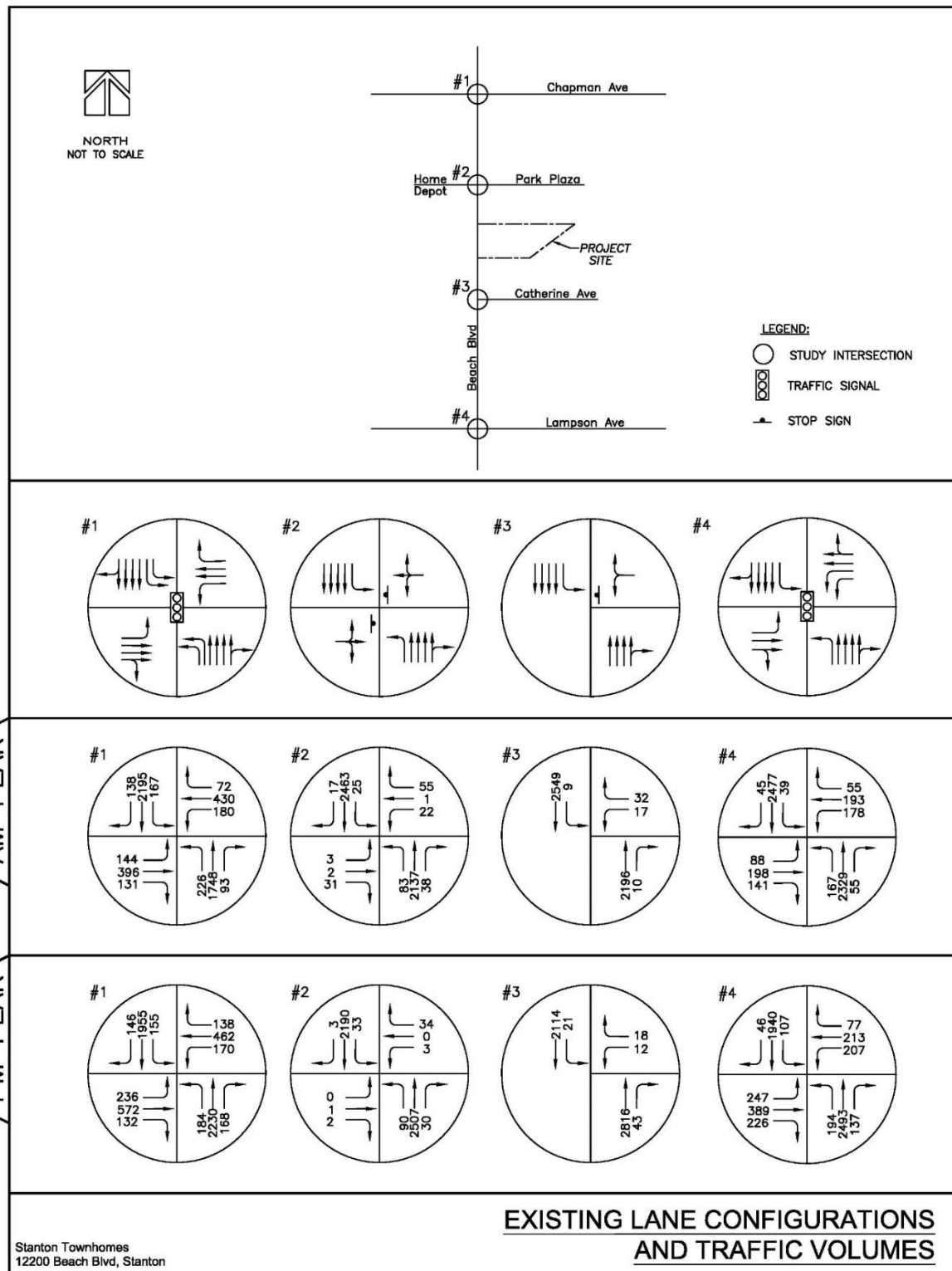
All traffic counts of AM and PM peak hour turning movements at study intersections were collected on Thursday, February 20, 2020, except intersection No.2 (Beach Boulevard at Park Plaza) which was collected on Thursday, October 15, 2020. It is noted that traffic volumes collected are relatively comparable with each other and do not require data adjustment. Lane configurations and traffic volumes at the study intersections are shown in **Exhibit 3**. Complete traffic data can be found in **Appendix B**.

Level of service (LOS) and V/C ratio for existing conditions are shown in **Table 3**. The analysis worksheets can be found in **Appendix C**. All study intersections operate at acceptable LOS D or better in the AM and PM peak hours under existing conditions.

Table 3. Existing Conditions

Intersection	AM Peak Hour		PM Peak Hour	
	LOS	ICU/ Delay(s)	LOS	ICU/ Delay(s)
1. Beach Blvd at Chapman Ave	C	0.791	D	0.845
2. Beach Blvd at Park Plaza*	D	26.2	D	27.7
3. Beach Blvd at Catherine Ave*	C	22.4	D	30.8
4. Beach Blvd at Lampson Ave	C	0.801	D	0.877

*Stop controlled at minor approach with delay shown in seconds



K2 TRAFFIC ENGINEERING

EXHIBIT 3



Stanton Townhome
 12200 Beach Blvd, Stanton

June 30, 2021
 Traffic Impact Study And VMT Screening

TRIP GENERATION

Trip generation represents the amount of traffic attracted and produced by the project development. Based upon the recommendations from *Trip Generation, Tenth Edition*, published by the Institute of Transportation Engineers (ITE), applicable trip generation rates are shown in **Table 4**.

Table 4. Trip Generation Rate

Land Use (ITE Code)	Unit	Daily	AM Peak Hour			PM Peak Hour		
			Rate	In	Out	Rate	In	Out
Multifamily Housing (Low-Rise) (220)	Dwelling Unit	7.32	0.46	23%	77%	0.56	63%	37%
Recreational Vehicle Sales (842)	1,000 Sq. Ft.	5.00	0.46	85%	15%	0.77	31%	69%

Project trip generation were calculated and summarized in **Table 5**. The project is expected to have a NET trip generation of 36 trips in the AM peak hour, including 6 inbound and 30 outbound trips, 43 trips in the PM peak hour, including 28 inbound and 15 outbound trips, and 589 daily trips.

Table 5. Project Trip Generation

Land Use	Unit	Quantity	AM Peak Hour			PM Peak Hour			Daily
			Total	In	Out	Total	In	Out	
Proposed Use Multifamily Housing (Mid-Rise) (221)	Dwelling Unit	85	39	9	30	48	30	18	622
Existing-Use Credit Recreational Vehicle Sales (842)	1000 Sq. Ft.	-6.52	-3	-3	0	-5	-2	-3	-33
NET Trip Generation			36	6	30	43	28	15	589



Stanton Townhome
12200 Beach Blvd, Stanton

June 30, 2021
Traffic Impact Study And VMT Screening

TRIP DISTRIBUTION

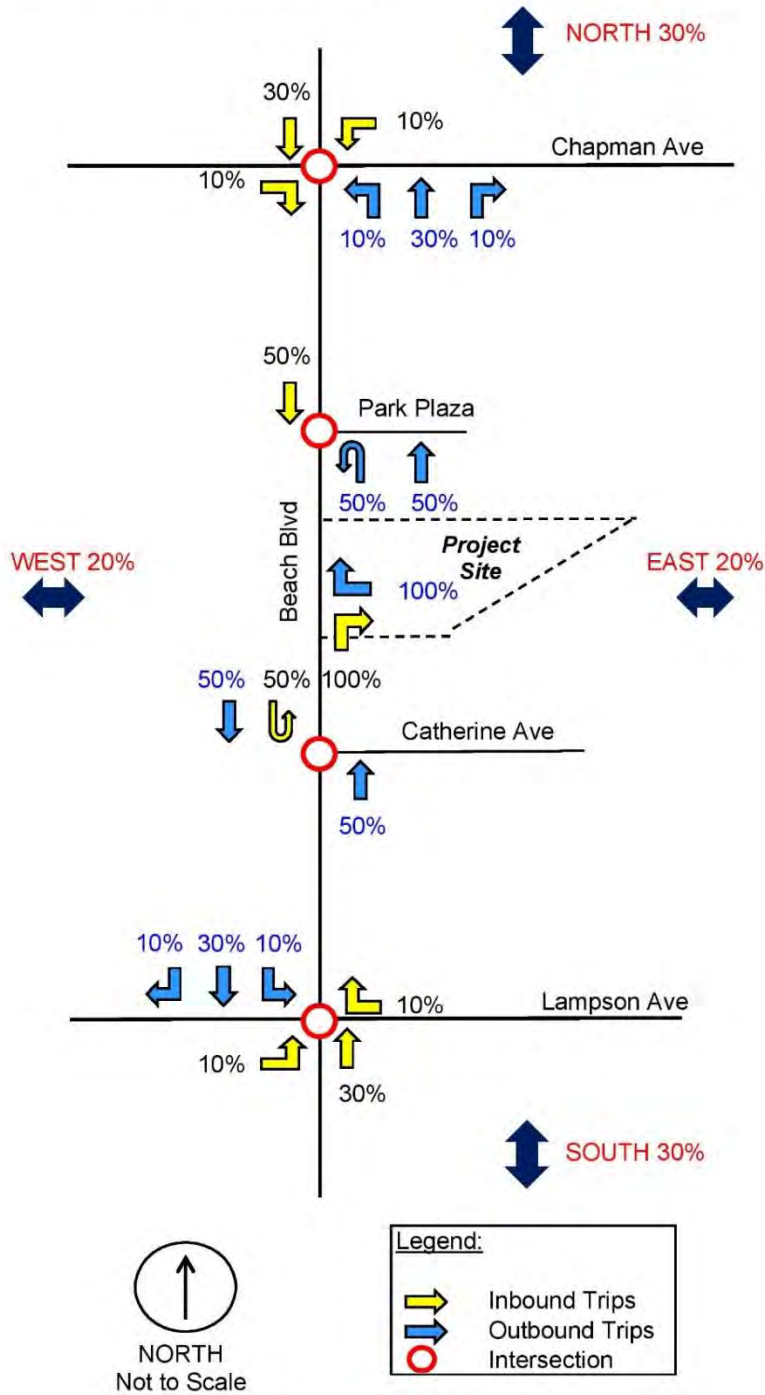
Trip distribution represents the directional orientation of traffic to and from the proposed project. Directional orientation is largely influenced by the geographical location of the site, among many other factors. The trip distribution pattern for the project is illustrated on **Exhibit 4**.

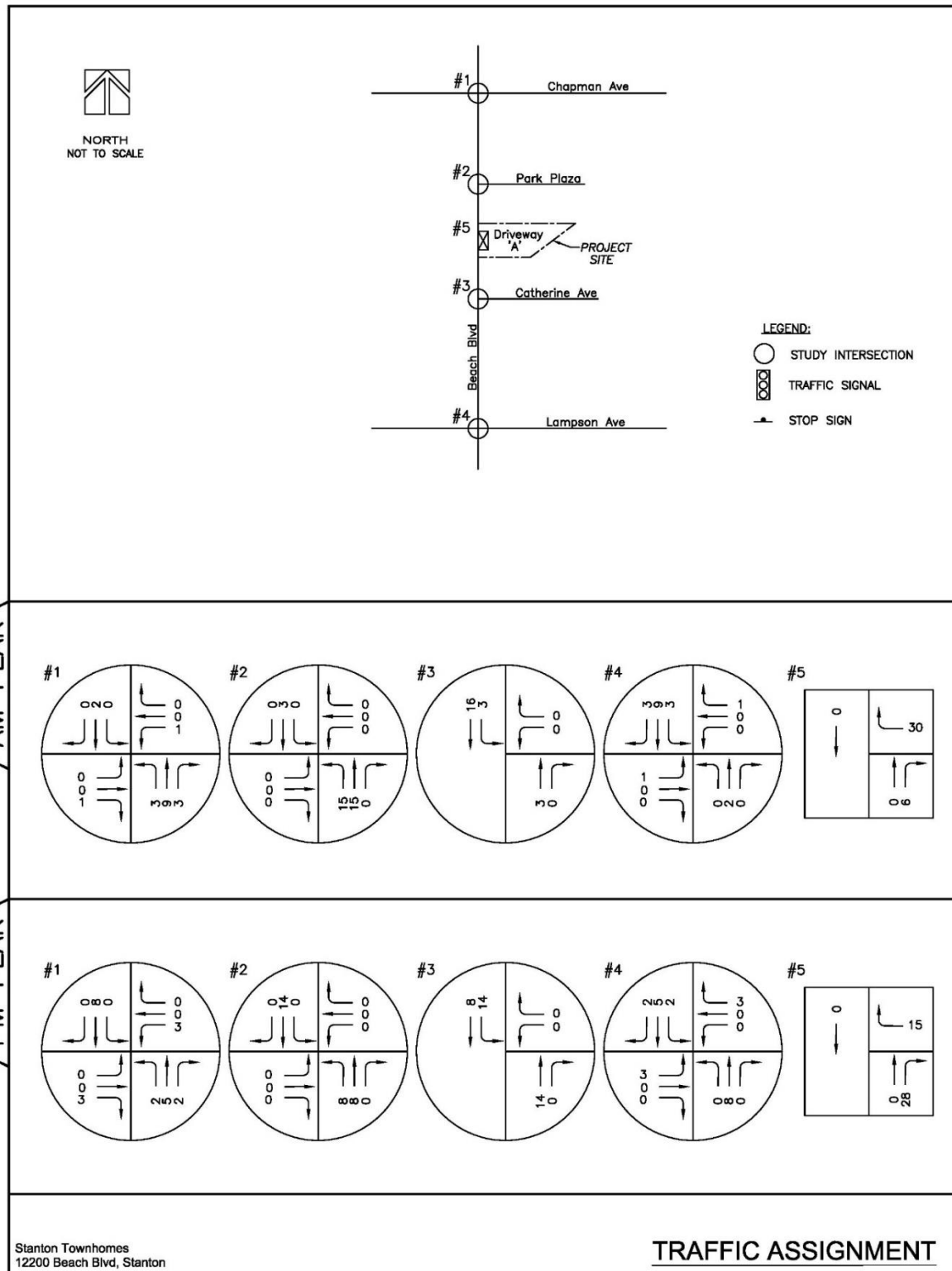
TRAFFIC ASSIGNMENT

The traffic assignment to and from the site has been based upon the results of trip generation, trip distribution, and access layouts. **Exhibit 5** illustrates the traffic assignment of the proposed project in the AM and PM peak hour.



EXHIBIT 4. TRIP DISTRIBUTION





K2 TRAFFIC ENGINEERING

EXHIBIT 5



Stanton Townhome
 12200 Beach Blvd, Stanton

June 30, 2021
 Traffic Impact Study And VMT Screening

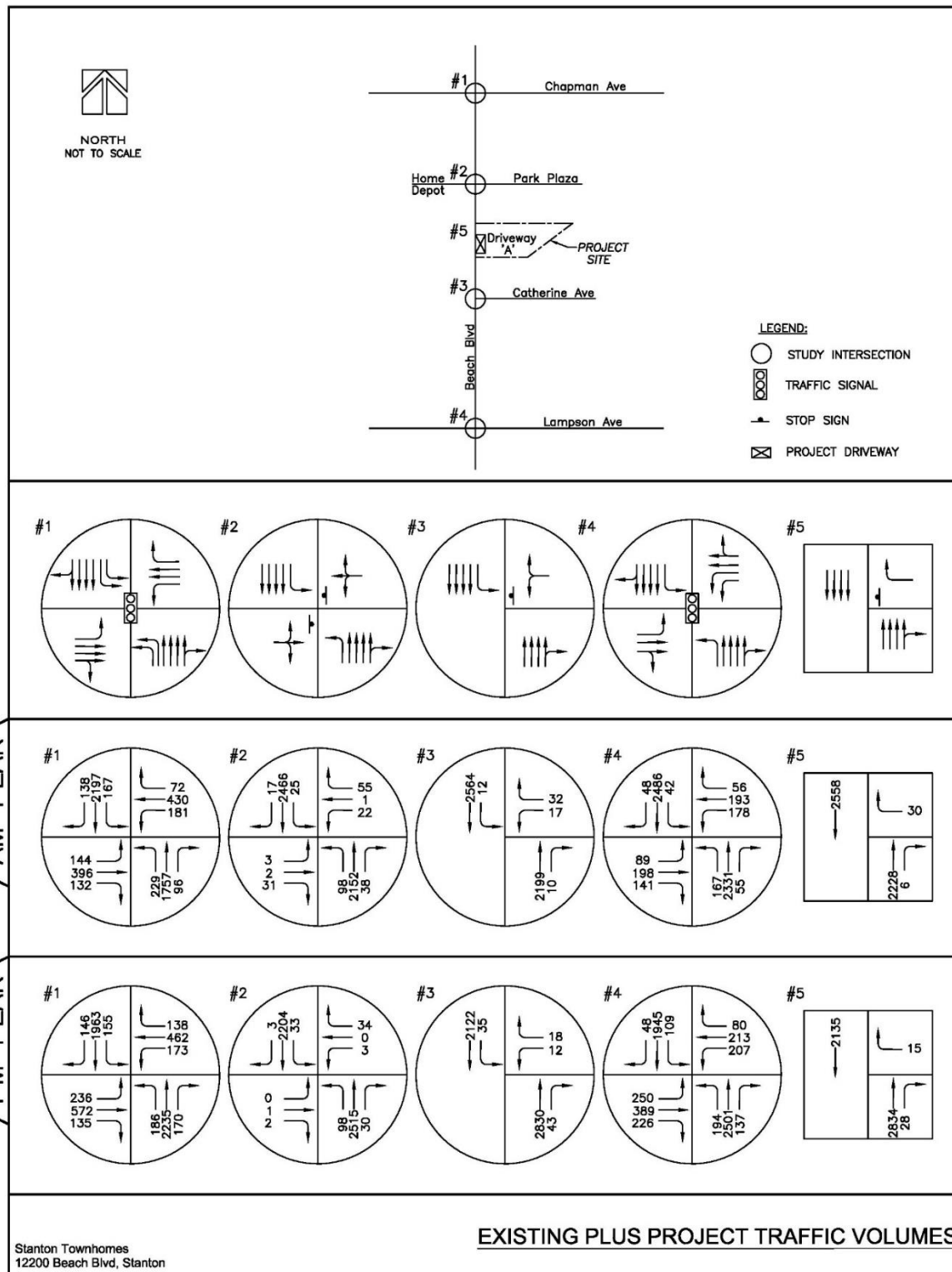
EXISTING CONDITIONS WITH PROJECT

Traffic volumes at the study intersections for existing conditions plus project are shown in **Exhibit 6**. The level of service and V/C ratios are shown in **Table 6**. All study intersections will operate at LOS D or better for the AM and PM peak hours in this scenario.

Table 6. Existing Conditions plus Project

Intersection	AM Peak Hour		PM Peak Hour	
	LOS	ICU/ Delay(s)	LOS	ICU/ Delay(s)
1. Beach Blvd at Chapman Ave	C	0.793	D	0.847
2. Beach Blvd at Park Plaza	D	26.2	D	27.9
3. Beach Blvd at Catherine Ave	C	22.4	D	31.0
4. Beach Blvd at Lampson Ave	C	0.803	D	0.879
5. Beach Blvd at Project Driveway "A"	C	22.6	D	30.2

*Stop controlled at minor approach with delay shown in seconds





Stanton Townhome
12200 Beach Blvd, Stanton

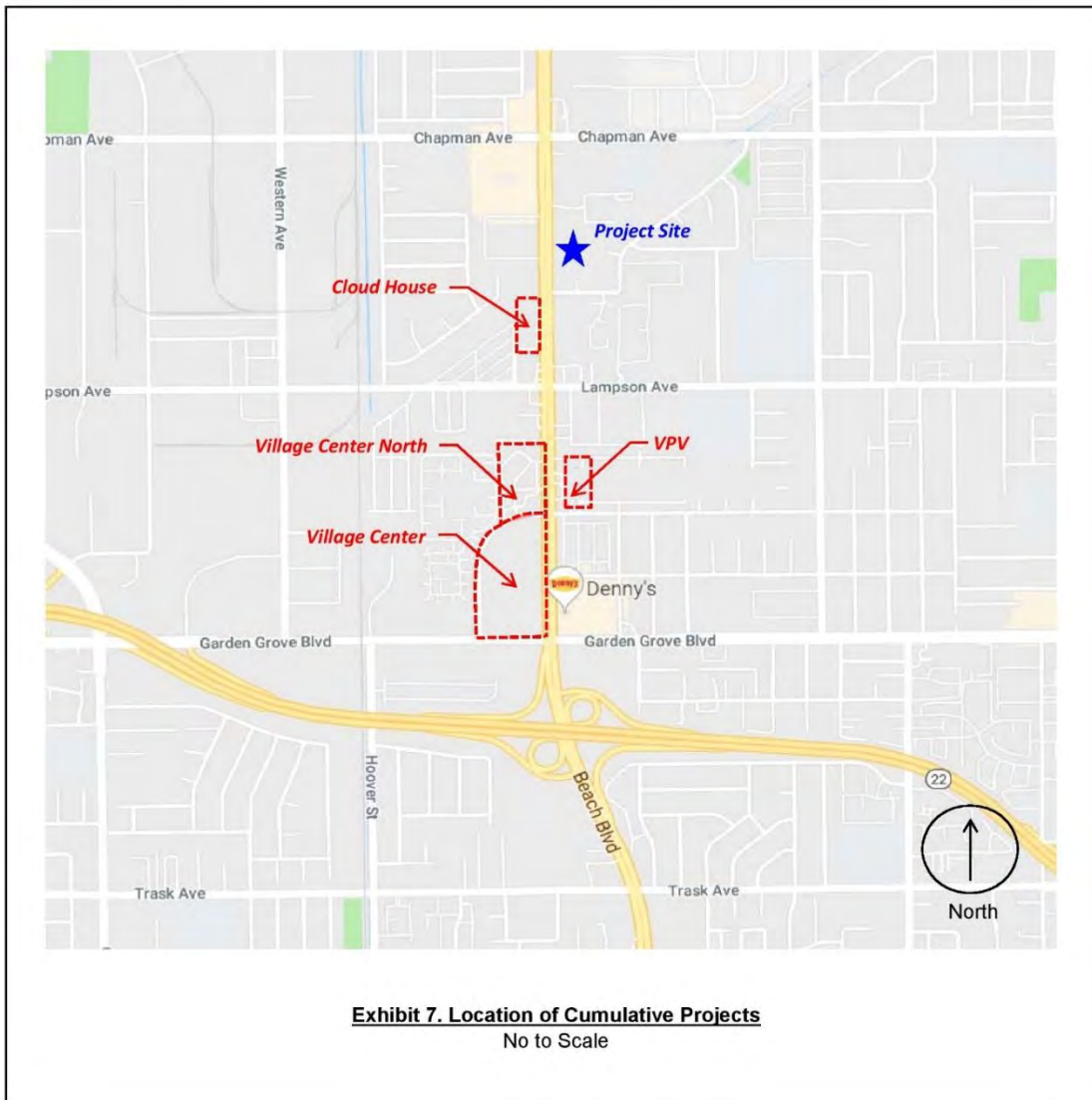
June 30, 2021
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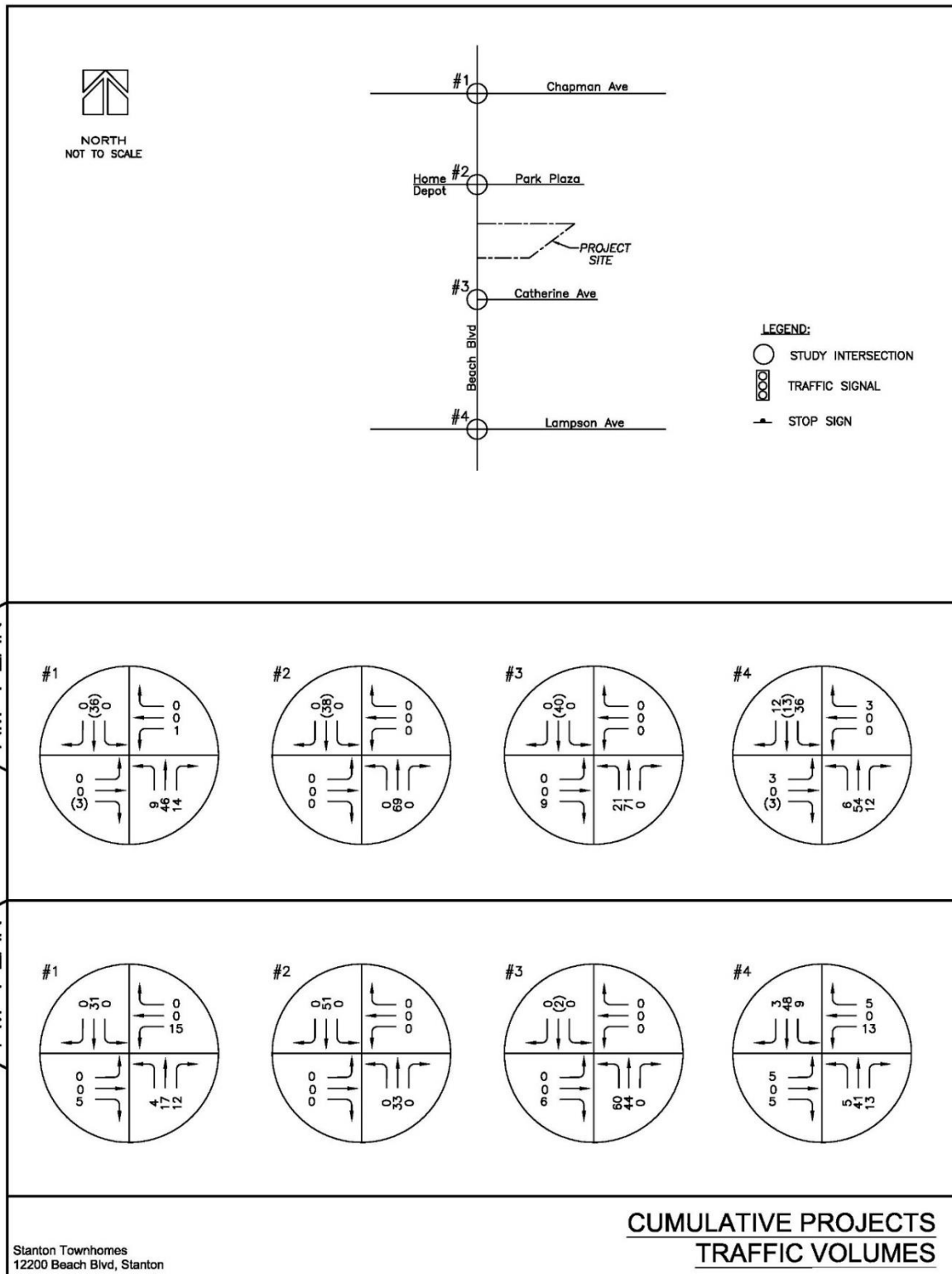
CUMULATIVE DEVELOPMENTS

Based on the information provided by the Planning Department of the City of Stanton, the following cumulative developments are taken into consideration for analysis of the opening year conditions:

- Village Center and Village Center North: The development of Village Center includes 123 multi-family dwelling units and 105,000 square feet of commercial retail; The development of Village Center North includes 114 multi-family dwelling units.
- VRV Mixed-Use: The mixed-use development includes 300 apartment units and 6,200 square feet of retail uses.
- Cloud House Apartment: The development of 321 apartment units includes 41 studios, 196 one-bedroom, and 84 two-bedroom units.

Exhibit 7 illustrates the locations of the cumulative development project. **Exhibit 8** shows the traffic generated by this project at study intersections.





K2 TRAFFIC ENGINEERING

EXHIBIT 8



Stanton Townhome
 12200 Beach Blvd, Stanton

June 30, 2021
 Traffic Impact Study And VMT Screening

OPENING YEAR CUMULATIVE CONDITIONS

For project opening year 2023, the annual growth rate of two percent (2%) is used. This factor represents traffic increases resulting from regional growth. With proposed off-site improvement, lane configurations and traffic controls Traffic volumes for the project opening year with cumulative developments are illustrated in **Exhibit 9**.

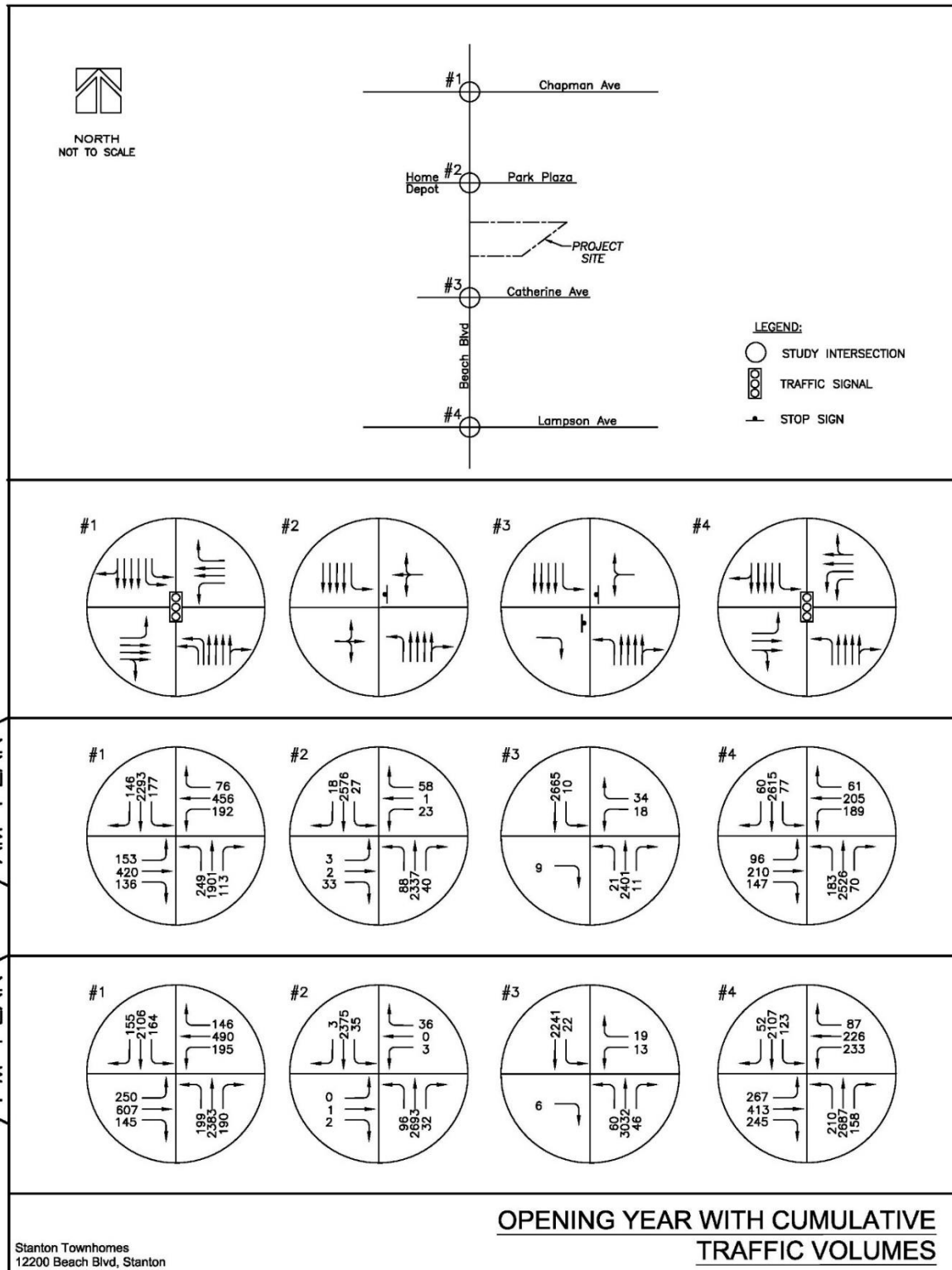
The project's level of service under opening year with cumulative developments conditions are shown in **Table 7**. All study intersections operate at acceptable LOS E or better in the AM and PM peak hours except the following:

- Intersection #3, Beach Boulevard at Catherine Avenue: LOS E in the PM peak hours.
- Intersection #4, Beach Boulevard at Lampson Avenue: LOS E in the PM peak hours.

Table 7. Opening Year (2023) Cumulative Conditions - Without Project

Intersection	AM Peak Hour		PM Peak Hour	
	LOS	ICU/ Delay(s)	LOS	ICU/ Delay(s)
1. Beach Blvd at Chapman Ave	D	0.833	D	0.899
2. Beach Blvd at Park Plaza	D	28.5	D	31.8
3. Beach Blvd at Catherine Ave	D	26.0	E	35.6
4. Beach Blvd at Lampson Ave	D	0.849	E	0.949

*Stop controlled at minor approach with delay shown in seconds



K2 TRAFFIC ENGINEERING

EXHIBIT 9



Stanton Townhome
 12200 Beach Blvd, Stanton

June 30, 2021
 Traffic Impact Study And VMT Screening

OPENING YEAR CUMULATIVE CONDITIONS PLUS PROJECT

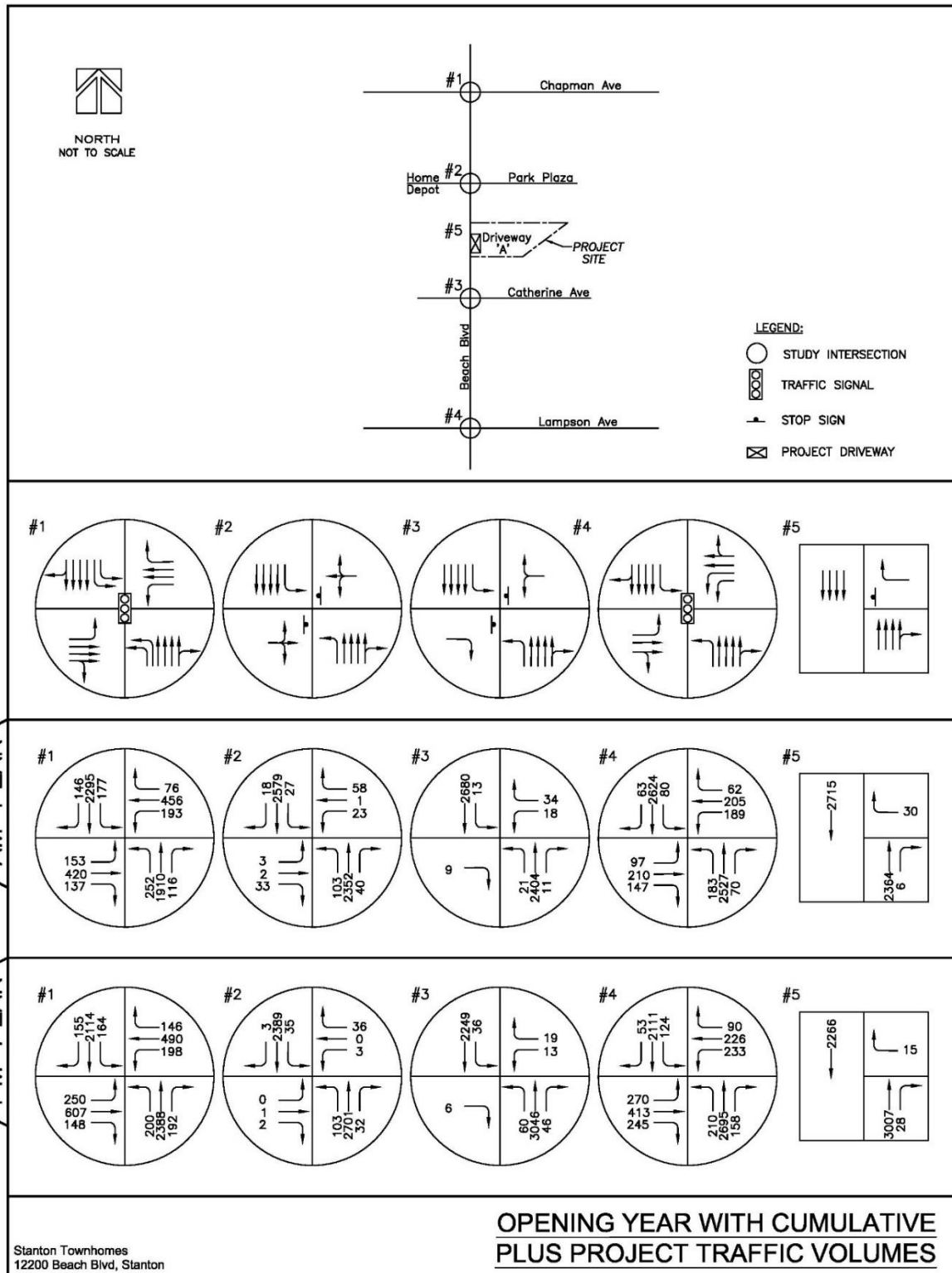
Traffic volumes for the project opening year with cumulative developments plus project traffic volumes are illustrated in **Exhibit 10**. The level of services and V/C ratios at study intersections under opening year cumulative plus project conditions are shown in **Table 8**. All study intersections operate at acceptable LOS D or better in the AM and PM peak hours except the following:

- Intersection #3, Beach Boulevard at Catherine Avenue: LOS E in the PM peak hours.
- Intersection #4, Beach Boulevard at Lampson Avenue: LOS E in the PM peak hours.

Table 8. Opening Year (2023) Cumulative Conditions plus Project

Intersection	AM Peak Hour		PM Peak Hour	
	LOS	ICU/ Delay(s)	LOS	ICU/ Delay(s)
1. Beach Blvd at Chapman Ave	D	0.835	D	0.900
2. Beach Blvd at Park Plaza	D	28.7	D	31.8
3. Beach Blvd at Catherine Ave	D	26.1	E	35.9
4. Beach Blvd at Lampson Ave	D	0.851	E	0.951
5. Beach Blvd at Project Driveway "A"	C	24.4	D	33.6

*Stop controlled at minor approach with delay shown in seconds



K2 TRAFFIC ENGINEERING

EXHIBIT 10



Stanton Townhome
12200 Beach Blvd, Stanton

June 30, 2021
Traffic Impact Study And VMT Screening

THRESHOLD OF SIGNIFICANT IMPACT

According to the City of Stanton's standard, a significant impact occurs at a study intersection when the peak hour LOS falls below D and the intersection capacity utilization (ICU) increases by 0.03 or more. The City of Stanton is required to demonstrate compliance with 2019 Orange County Transportation Authority (OCTA) Congestion Management Plan (CMP) as Beach Boulevard is designated as Orange County CMP facility, the traffic impact is deemed significant and mitigation is required if both of the following conditions are met:

- I. The intersection operates at worse than LOS E, and
- II. The ICU increases by 0.10 or more.

The traffic impacts of the proposed project based on existing conditions are shown in **Table 9**. The project does not have a significant traffic impact and mitigation measure is, therefore, not required.



Stanton Townhome
 12200 Beach Blvd, Stanton

June 30, 2021
 Traffic Impact Study And VMT Screening

Table 9. Project Intersection Impact Analysis - Existing Conditions

No.	Intersection	W/O Project		With Project		Increase	Significant Impact
		LOS	ICU/ Delay(s)	LOS	ICU/ Delay(s)		
AM PEAK							
1	Beach Blvd at Chapman Ave	C	0.791	C	0.793	0.002	No
2	Beach Blvd at Park Plaza*	D	26.2	D	26.2	0	No
3	Beach Blvd at Catherine Ave*	C	22.4	C	22.4	0	No
4	Beach Blvd at Lampson Ave	C	0.801	C	0.803	0.002	No
PM PEAK							
1	Beach Blvd at Chapman Ave	D	0.845	D	0.847	0.002	No
2	Beach Blvd at Park Plaza*	D	27.7	D	27.9	0.2 sec	No
3	Beach Blvd at Catherine Ave*	D	30.8	D	31.0	0.2 sec	No
4	Beach Blvd at Lampson Ave	D	0.877	D	0.879	0.002	No

* Stop controlled at minor approach with delay shown in seconds



Stanton Townhome
 12200 Beach Blvd, Stanton

June 30, 2021
 Traffic Impact Study And VMT Screening

The traffic impacts of the proposed project based on the opening year (2021) conditions are shown in **Table 10**. The project does not have a significant traffic impact and mitigation measure is, therefore, not required.

Table 10. Project Intersection Impact Analysis - Opening Year (2023)

No .	Intersection	W/O Project		With Project		Increase	Significant Impact
		LOS	ICU/ Delay(s)	LOS	ICU/ Delay(s)		
AM PEAK							
1	Beach Blvd at Chapman Ave	D	0.833	D	0.835	0.002	No
2	Beach Blvd at Park Plaza*	D	28.5	D	28.7	0.2 sec	No
3	Beach Blvd at Catherine Ave*	D	26.0	D	26.1	0.1 sec	No
4	Beach Blvd at Lampson Ave	D	0.849	D	0.851	0.002	No
PM PEAK							
1	Beach Blvd at Chapman Ave	D	0.899	D	0.900	0.001	No
2	Beach Blvd at Park Plaza*	D	31.8	D	31.8	0	No
3	Beach Blvd at Catherine Ave*	E	35.6	E	35.9	0.3 sec	No
4	Beach Blvd at Lampson Ave	E	0.949	E	0.951	0.002 (<0.10)	No

*Stop controlled at minor approach with delay shown in seconds



Stanton Townhome
 12200 Beach Blvd, Stanton

June 30, 2021
 Traffic Impact Study And VMT Screening

SITE ACCESS

The main access is provided on Beach Boulevard at the south end of the site. Beach Boulevard has a raised median in the project vicinity and only right-in-right-out is allowed. A right-turn-only exit gate is located at the north end of the site for residents, emergency vehicles, and trash collections. The project should install a "RIGHT TURN ONLY" (R3-5R) signs at each proposed driveway and a "One Way Arrow" (W6-1R) sign on the raised median facing egress traffic.

Due to the absence of a median opening at the project access driveway, U-Turn traffic is expected to increase at adjacent intersections on Beach Boulevard at Park Plaza and Catherine Avenue. Queue analysis indicates that adequate pocket lengths are provided to accommodate these additional U-turn movements, as shown in **Table 11**. The analysis worksheets can be found in **Appendix D**.

Table 11. Queue Analysis for U-Turn at Adjacent Intersections

Time Period	Driveway Approach		Note	
	95% Queue	Pocket Length		
Int. #2 Northbound Left Turn at Park Plaza				
AM Peak Hour	6.8 car	136 feet	140 feet	OK
PM Peak Hour	5.3 car	106 feet	140 feet	OK
Int. #3 Southbound Left Turn at Catherine Avenue				
AM Peak Hour	0.4 car	8 feet	150 feet	OK
PM Peak Hour	2.6 car	52 feet	150 feet	OK

ON-SITE CIRCULATION

On-site circulation appears efficient and safe without unnecessary bottlenecks. The site plan is subject to review and final approval by the Fire Department, Planning Department and Traffic Engineer.



Stanton Townhome
12200 Beach Blvd, Stanton

June 30, 2021
Traffic Impact Study And VMT Screening

VEHICLE MILES TRAVELED (VMT)

Based on the County of Orange “2020 Updated Transportation Implementation Manual”, which was developed in accordance with Senate Bill (SB) 743, the High-Quality Transit Area (HQTa) screening criteria is applicable for land development projects located within 0.5 mile of a Transit Priority Area (TPA) or an HQTa.

The County of Orange Transit Priority Areas is shown in **Exhibit 11**. The proposed townhome development is located within one-half mile from the intersection of Beach Boulevard and Chapman Avenue, a major transit stop defined as an intersection of two major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak. Relevant bus schedules can be found in **Appendix E**.

The HQTa screening criteria is **NOT** appropriate to use if any of the following exclusionary conditions are applicable to the project:

- a) Is inconsistent with the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS)
- b) Has a floor-to-area ratio (FAR) less than 0.75
- c) Provides an excessive amount of parking
- d) Reduces the number of affordable residential units

CONDITION (a): Is inconsistent with the RTP/SCS

This condition is **NOT** applicable. The project is situated within one-half mile from a major transit stop. The project is a high density residential development consistent with the RTP/SCS.

CONDITION (b): Has a floor-to-area ratio (FAR) less than 0.75

This condition is **NOT** applicable. The project’s FAR is 0.762.



Stanton Townhome
12200 Beach Blvd, Stanton

June 30, 2021
Traffic Impact Study And VMT Screening

CONDITION (c): Provides an excessive amount of parking

This condition is NOT applicable. The project is proposed to provide 203 parking spaces. According to Stanton Municipal Code (SMC), the project is required to provide 296 parking spaces. The project does not provide an excess of parking.

CONDITION (d): Reduces the number of affordable housing units

This condition is NOT applicable. The project does not reduce affordable housing in the area.

None of the exclusionary conditions are applicable; therefore the proposed project meets the High-Quality Transit Area (HQTa) screening criteria for land development projects located within ½ mile of a TPA or HQTa. The project is exempt from a VMT Analysis and can be presumed to have less than significant impact on transportation and circulation.

Major Transit Stop:
Beach Blvd at Chapman Ave,
the intersection of two or
more major bus routes with a
frequency of service interval
of 15 minutes or less

Project Site:
12200 Beach Blvd, Stanton

Metrolink Buena Park
Metrolink Fullerton
Fullerton Transportation Center
Metrolink Anaheim Canyon
ARTIC
Metrolink Orange
Metrolink Santa Ana
Metrolink Tustin
Metrolink Irvine
Metrolink Laguna Niguel
Newport Transportation Center
Goldenwest Transportation Center/Park-And-Ride

Los Angeles County
San Bernardino County
Riverside County
Orange County
San Diego County

LSA



0 1.75 3.5
MILES

 Unincorporated Areas of Orange County
 High Quality Transit Areas
 Unincorporated Areas within High Quality Transit Areas
 Transportation Centers



Metrolink Station (with half-mile buffer)

CEQA Transportation Thresholds of Significance Guide
County of Orange Transit Priority Areas

PAGE 178



APPENDIX A

SCOPING AGREEMENT



Traffic Impact Study Scope

Project Names:	Stanton Townhomes	
Project Address:	12200 Beach Blvd, Stanton	
Project Description:	Development of new townhomes with 89 dwelling units with 10% Moderate Income Affordable, including 16 one-bedrooms, 15 two-bedrooms, and 58 three-bedrooms. See Exhibit 1 for Site Plan. All existing buildings (6,520 sq.ft.) for RV dealership will be demolished. See Exhibit 2 .	
	Consultant	Developer
Name	Kay Hsu, PE, TE K2 Traffic Engineering, Inc.	Chris Segesman Bonanni Development
Address	1442 Irvine Blvd, Ste 210 Tustin, CA 92780	5500 Bolsa Ave, Suite 120 Huntington Beach, CA 92649
Telephone	714-832-2116	562-537-6908
Email	khsu@k2traffic.com	chris@bonannidevelopment.com

A. Trip Generation

Proposed Land Use	Multifamily Housing (Low-Rise)
Reference	Trip Generation (10th Edition) by ITE

Net Trip Generation	Inbound	Outbound	Total
AM Peak Hour	-2	30	28
PM Peak Hour	27	7	34
Daily Trip	545	See Exhibit 3 for Trip Generation	

B. Trip Distribution

Trip distribution is shown on **Exhibit 4**

C. Background Traffic

Project Opening Year	2023	Growth Rate	2% Annual
----------------------	------	-------------	-----------


D. Study Intersections

1. Beach Blvd at Chapman Ave	4. Beach Blvd at Lampson Ave
2. Beach Blvd at Park Plaza	5. Project Driveway at Beach Blvd
3. Beach Blvd at Catherine Ave	

E. Specific Issues to be addressed in the Study

1. Study scenarios: Existing Conditions, Existing Plus Project, Opening Year with Cumulative Projects, Opening Year with Cumulative Projects Plus Project. Each study scenario will include a description of impacts, if any, and mitigation measures.
2. Cumulative projects to be provided by Planning Dept. and attached hereon, if any.

Recommended by:

 9/1/2020

Consultant Date
 Submitted on 9/1/2020

Approved by:

City of Stanton Date
 Public Works Dept., Engineering Div.



SITE PLAN SUMMARY	
See Sheet CS2 for more information	
Total Site Area:	3.546 Acres
Total Units:	
1-Bedroom Units	8 Units
Unit 1A	8 Units
2-Bedroom Units	15 Units (16.9%)
Unit 2B	15 Units
3-Bedroom Units	56 Units (37.1%)
Unit 3A	25 Units
Unit 3B	33 Units
(10% of Units will be Moderate Income Affordable per SMC 20.330.030)	
Density:	
Target: (SMC 20.30.050) (89 Units)	25 to 45 du/et ac
Provided:	25.10 du/et ac
Parking:	
Required*:	162 Spaces
1-Space Unit	
2-Bed = 2 Space Unit	
3-Bed = 3 Space Unit	
Guest = None Required	
*(SMC 20.330.040, 24-Hour Reduction)	
Provided:	
Garage:	211 Spaces
Open (off-street):	162 Spaces
Required Accessible = 3 Spaces	49 Spaces
Unassigned Open (89 x 3%)	
Open Space (SMC 20.230.050, 20.420.050.E):	
Total Open Space Required:	68,591 S.F.
Total Open Space Provided:	34,381 S.F.
(Incentive Requested for Total Open Space Reduction)	
Legend:	
Potential Adaptable Unit as Per USC 11624.3 (9 Units total)	



ARCHITECTURAL SITE PLAN
STANTON TOWNHOMES
12200 BEACH BOULEVARD
STANTON, CA

DRAFT A1.10
SCHEMATIC DESIGN
2020/10/01 | 07-25-2020

WHA
ARCHITECTS - PLANNERS - LANDSCAPERS
STANTON, CA

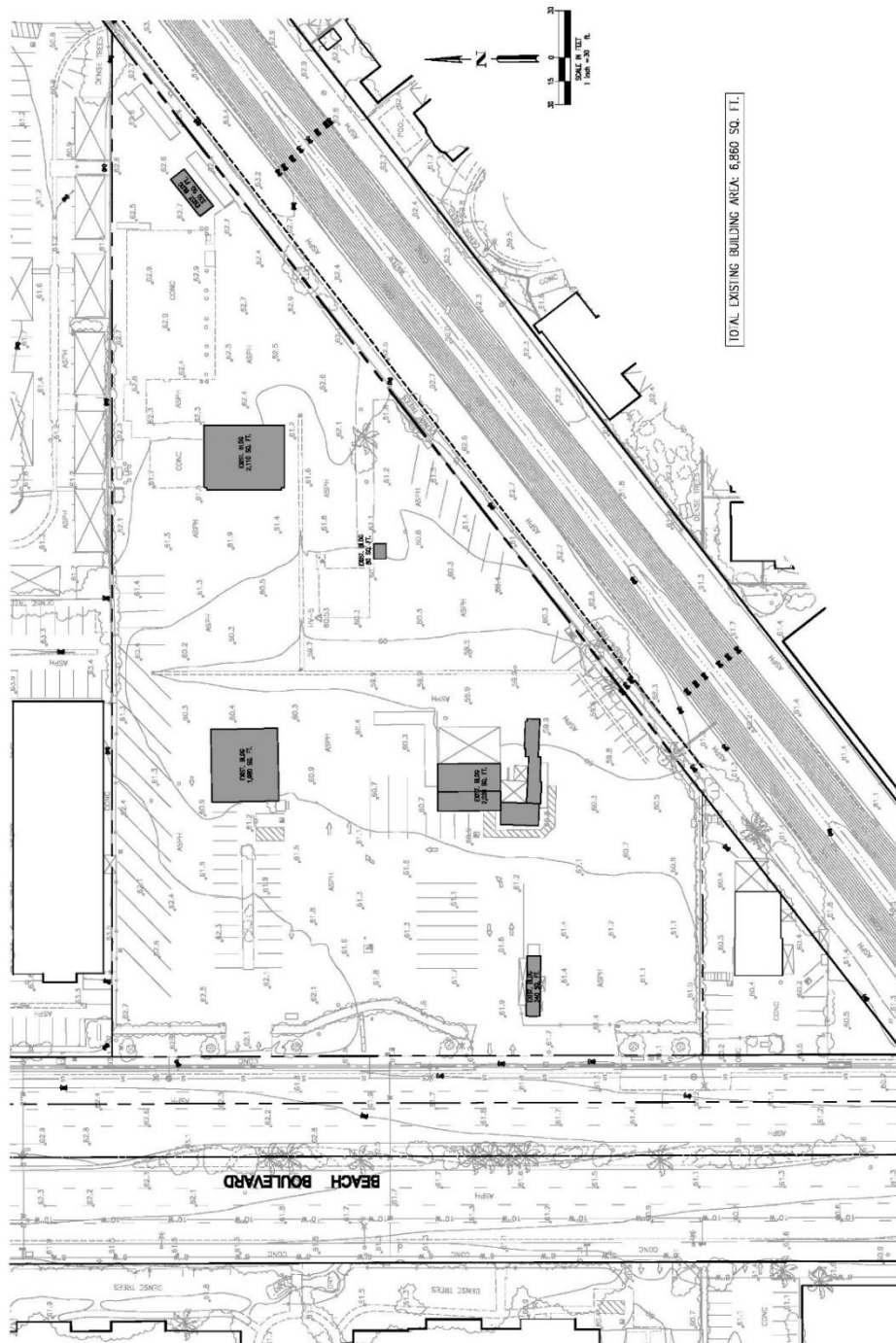
BONANNI
DEVELOPMENT

ARCHITECTURAL SITE PLAN
STANTON TOWNHOMES
12200 BEACH BOULEVARD
STANTON, CA

EXHIBIT 1. SITE PLAN

WHA | 1200 BIRCH AVENUE, SUITE 101 | SANTA ANA, CALIFORNIA 92705
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ALDEN & ASSOCIATES
CIVIL ENGINEERS
LAND SURVEYORS
PLANNERS
2000 WHITE HOCK, SUITE B, SPRING, OH 44615
440.233.2110 FAX 440.233.2000



EXISTING BUILDING AREA EXHIBIT

STANTON TOWNHOMES

12200 BEACH BOULEVARD
STANTON, CA

2035-948-001 | 08-31-2020

BONANNI
DEVELOPMENT



EXHIBIT 3. TRIP GENERATION

TABLE 1. TRIP GENERATION RATE (ITE)

Land Use	Unit	Daily	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Multifamily Housing (Low-Rise) (220)	Dwelling Unit	7.32	0.46	23%	77%	0.56	63%	37%
Recreational Vehicle Sales (842)	1000 Sq. Ft.	16.19	1.92	82%	18%	2.45	32%	68%

TABLE 2. NET TRIP GENERATION

LAND USE	UNIT	Quantity	AM Peak			PM Peak			Daily
			Total	IN	OUT	Total	IN	OUT	
Multifamily Housing (Low-Rise) (220)	Dwelling Unit	89	41	9	32	50	32	18	651
Recreational Vehicle Sales (842)	1000 Sq. Ft.	-6.520	-13	-11	-2	-16	-5	-11	-106
NET Trip Generation			28	-2	30	34	27	7	545



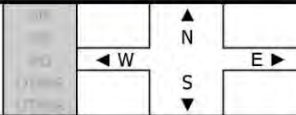
APPENDIX B

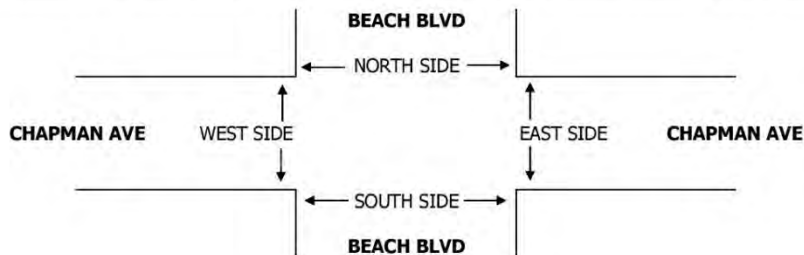
TURNING MOVEMENT COUNT DATA



INTERSECTION TURNING MOVEMENT COUNTS

PREPARED BY: PACIFIC TRAFFIC DATA SERVICES

DATE: 2/20/20 THURSDAY		LOCATION: NORTH & SOUTH: EAST & WEST:		STANTON BEACH BLVD CHAPMAN AVE		PROJECT #: LOCATION #: CONTROL:		1 SIGNAL						
NOTES:														
		NORTHBOUND BEACH BLVD		SOUTHBOUND BEACH BLVD		EASTBOUND CHAPMAN AVE		WESTBOUND CHAPMAN AVE						
LANES:		NL 2	NT 4	NR 0	SL 2	ST 4	SR 0	EL 1	ET 3	ER 0	WL 1	WT 2	WR 1	TOTAL
7:00 AM		38	393	24	37	577	30	37	102	29	48	104	18	1,437
7:15 AM		43	410	23	39	487	31	32	85	25	33	101	22	1,331
7:30 AM		55	420	21	42	542	36	29	99	27	43	105	14	1,433
7:45 AM		49	473	24	44	589	34	37	92	41	39	133	20	1,575
8:00 AM		59	443	22	42	504	38	40	90	36	47	99	21	1,441
8:15 AM		63	412	26	39	560	30	38	115	27	51	93	17	1,471
8:30 AM		49	403	25	29	475	35	32	80	33	35	104	21	1,321
8:45 AM		66	385	29	38	483	43	36	94	38	42	103	22	1,379
VOLUMES		422	3,339	194	310	4,217	277	281	757	256	338	842	155	11,388
APPROACH %		11%	84%	5%	6%	88%	6%	22%	59%	20%	25%	63%	12%	
APP/DEPART		3,955	/	3,775	4,804	/	4,811	1,294	/	1,261	1,335	/	1,541	0
BEGIN PEAK HR		7:30 AM												
VOLUMES		226	1,748	93	167	2,195	138	144	396	131	180	430	72	5,920
APPROACH %		11%	85%	4%	7%	88%	6%	21%	59%	20%	26%	63%	11%	
PEAK HR FACTOR		0.946			0.937			0.932			0.888			0.940
APP/DEPART		2,067	/	1,964	2,500	/	2,506	671	/	656	682	/	794	0
4:00 PM		53	525	33	38	420	28	65	160	37	45	128	31	1,563
4:15 PM		40	500	44	43	451	39	51	148	34	47	106	32	1,535
4:30 PM		47	597	46	39	520	44	66	145	36	37	143	34	1,754
4:45 PM		39	574	38	41	405	34	62	112	34	35	96	26	1,496
5:00 PM		40	542	52	43	506	43	54	124	29	42	102	38	1,615
5:15 PM		48	608	34	45	464	34	59	160	33	34	123	29	1,671
5:30 PM		41	542	40	32	483	30	67	166	33	52	107	37	1,630
5:45 PM		55	538	42	35	502	39	56	122	37	42	130	34	1,632
VOLUMES		363	4,426	329	316	3,751	291	480	1,137	273	334	935	261	12,896
APPROACH %		7%	86%	6%	7%	86%	7%	25%	60%	14%	22%	61%	17%	
APP/DEPART		5,118	/	5,167	4,358	/	4,358	1,890	/	1,782	1,530	/	1,589	0
BEGIN PEAK HR		5:00 PM												
VOLUMES		184	2,230	168	155	1,955	146	236	572	132	170	462	138	6,548
APPROACH %		7%	86%	7%	7%	87%	6%	25%	61%	14%	22%	60%	18%	
PEAK HR FACTOR		0.936			0.953			0.883			0.934			0.980
APP/DEPART		2,582	/	2,604	2,256	/	2,257	940	/	895	770	/	792	0



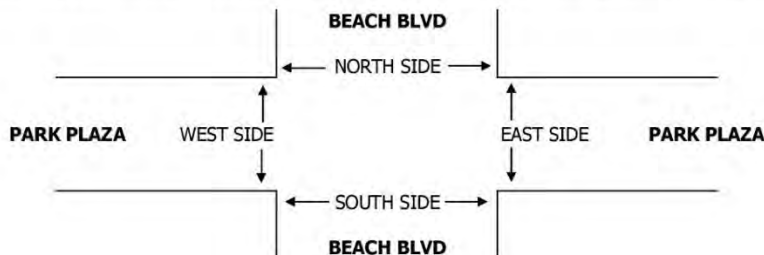


INTERSECTION TURNING MOVEMENT COUNTS

PREPARED BY: PACIFIC TRAFFIC DATA SERVICES

DATE: 10/15/20 THURSDAY	LOCATION: NORTH & SOUTH: EAST & WEST:	STANTON BEACH BLVD PARK PLAZA	PROJECT #: LOCATION #: CONTROL:	2 2-WAY STOP: EB, WB
NOTES:				

	NORTHBOUND BEACH BLVD			SOUTHBOUND BEACH BLVD			EASTBOUND PARK PLAZA			WESTBOUND PARK PLAZA			
LANES:	NL 1	NT 4	NR 0	SL 1	ST 4	SR 0	EL 0	ET 1	ER 0	WL 0	WT 1	WR 0	TOTAL
7:00 AM	13	431	3	7	552	3	0	0	2	7	0	9	1,027
7:15 AM	14	486	5	3	609	1	0	3	11	12	1	13	1,158
7:30 AM	21	511	8	5	610	4	2	0	10	5	0	19	1,195
7:45 AM	20	568	11	8	618	2	0	1	6	4	0	12	1,250
8:00 AM	19	543	9	4	631	6	0	0	3	7	0	13	1,235
8:15 AM	23	515	10	8	604	5	1	1	12	6	1	11	1,197
8:30 AM	19	502	6	5	588	5	1	0	3	1	2	8	1,140
8:45 AM	18	428	7	9	561	2	0	0	1	2	1	12	1,041
VOLUMES	147	3,984	59	49	4,773	28	4	5	48	44	5	97	9,243
APPROACH %	4%	95%	1%	1%	98%	1%	7%	9%	84%	30%	3%	66%	
APP/DEPART	4,190	/	4,085	4,850	/	4,865	57	/	113	146	/	180	0
BEGIN PEAK HR	7:30 AM												
VOLUMES	83	2,137	38	25	2,463	17	3	2	31	22	1	55	4,877
APPROACH %	4%	95%	2%	1%	98%	1%	8%	6%	86%	28%	1%	71%	
PEAK HR FACTOR	0.942			0.977			0.643			0.813			0.975
APP/DEPART	2,258	/	2,195	2,505	/	2,516	36	/	65	78	/	101	0
4:00 PM	27	524	11	6	440	4	0	0	1	0	0	6	1,019
4:15 PM	18	612	16	8	508	1	0	0	2	1	0	11	1,177
4:30 PM	15	572	8	6	530	0	1	0	1	3	0	7	1,143
4:45 PM	24	567	6	4	481	1	0	0	0	2	0	10	1,095
5:00 PM	21	724	4	11	548	0	0	1	1	0	0	7	1,317
5:15 PM	22	582	10	8	551	2	0	0	1	1	0	9	1,186
5:30 PM	23	634	10	10	610	0	0	0	0	0	0	8	1,295
5:45 PM	22	542	7	9	474	0	0	0	0	2	1	8	1,065
VOLUMES	172	4,757	72	62	4,142	8	1	1	6	9	1	66	9,297
APPROACH %	3%	95%	1%	1%	98%	0%	13%	13%	75%	12%	1%	87%	
APP/DEPART	5,001	/	4,824	4,212	/	4,157	8	/	135	76	/	181	0
BEGIN PEAK HR	4:45 PM												
VOLUMES	90	2,507	30	33	2,190	3	0	1	2	3	0	34	4,893
APPROACH %	3%	95%	1%	1%	98%	0%	0%	33%	67%	8%	0%	92%	
PEAK HR FACTOR	0.877			0.898			0.375			0.771			0.929
APP/DEPART	2,627	/	2,541	2,226	/	2,195	3	/	64	37	/	93	0

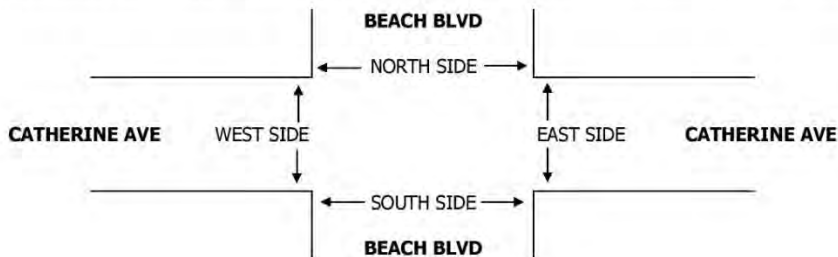




INTERSECTION TURNING MOVEMENT COUNTS

PREPARED BY: PACIFIC TRAFFIC DATA SERVICES

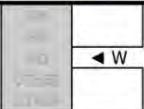
<div>DATE: 2/20/20 THURSDAY</div>		<div>LOCATION: NORTH & SOUTH: EAST & WEST:</div>		<div>STANTON BEACH BLVD CATHERINE AVE</div>		<div>PROJECT #: LOCATION #: CONTROL:</div>		<div>3 SIGNAL</div>							
NOTES:								<div><div></div><div></div><div></div></div>		<div><div></div><div>W</div><div></div></div>		<div><div>▲ N</div><div>S ▼</div></div>		<div><div></div><div>E</div><div></div></div>	
	NORTHBOUND BEACH BLVD			SOUTHBOUND BEACH BLVD			EASTBOUND CATHERINE AVE			WESTBOUND CATHERINE AVE					
LANES:	NL X	NT 4	NR 0	SL 1	ST 4	SR X	EL X	ET X	ER X	WL 0.5	WT X	WR 0.5	TOTAL		
7:00 AM		476	2	3	581					3		0	1,065		
7:15 AM		561	1	1	583					5		4	1,155		
7:30 AM		529	3	2	629					3		8	1,174		
7:45 AM		562	0	4	682					3		9	1,260		
8:00 AM		540	5	2	606					11		6	1,170		
8:15 AM		565	2	1	632					0		9	1,209		
8:30 AM		540	3	6	591					4		10	1,154		
8:45 AM		423	4	2	602					1		7	1,039		
VOLUMES	0	4,196	20	21	4,906	0	0	0	0	30	0	53	9,226		
APPROACH %	0%	100%	0%	0%	100%	0%	0%	0%	0%	36%	0%	64%			
APP/DEPART	4,216	/	4,249	4,927	/	4,936	0	/	41	83	/	0	0		
BEGIN PEAK HR	7:30 AM														
VOLUMES	0	2,196	10	9	2,549	0	0	0	0	17	0	32	4,813		
APPROACH %	0%	100%	0%	0%	100%	0%	0%	0%	0%	35%	0%	65%			
PEAK HR FACTOR	0.973			0.932			0.000			0.721			0.955		
APP/DEPART	2,206	/	2,228	2,558	/	2,566	0	/	19	49	/	0	0		
4:00 PM		619	17	6	489					2		7	1,140		
4:15 PM		598	8	6	492					4		9	1,117		
4:30 PM		714	7	4	606					3		4	1,338		
4:45 PM		690	11	7	498					3		4	1,213		
5:00 PM		712	15	5	519					3		4	1,258		
5:15 PM		700	10	5	491					3		6	1,215		
5:30 PM		687	16	4	528					2		7	1,244		
5:45 PM		631	13	4	530					3		5	1,186		
VOLUMES	0	5,351	97	41	4,153	0	0	0	0	23	0	46	9,711		
APPROACH %	0%	98%	2%	1%	99%	0%	0%	0%	0%	33%	0%	67%			
APP/DEPART	5,448	/	5,397	4,194	/	4,176	0	/	138	69	/	0	0		
BEGIN PEAK HR	4:30 PM														
VOLUMES	0	2,816	43	21	2,114	0	0	0	0	12	0	18	5,024		
APPROACH %	0%	98%	2%	1%	99%	0%	0%	0%	0%	40%	0%	60%			
PEAK HR FACTOR	0.983			0.875			0.000			0.833			0.939		
APP/DEPART	2,859	/	2,834	2,135	/	2,126	0	/	64	30	/	0	0		

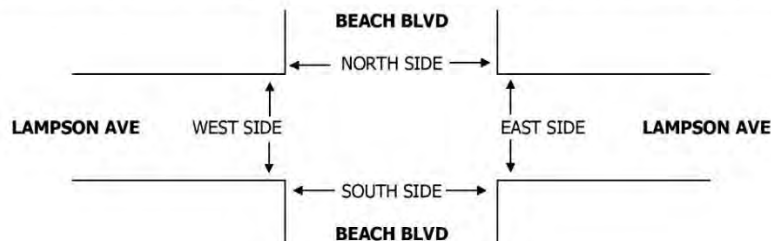




INTERSECTION TURNING MOVEMENT COUNTS

PREPARED BY: PACIFIC TRAFFIC DATA SERVICES

DATE: 2/20/20 THURSDAY		LOCATION: NORTH & SOUTH: EAST & WEST:		STANTON BEACH BLVD LAMPSON AVE		PROJECT #: LOCATION #: CONTROL:		4 SIGNAL						
NOTES:								▲ N ◀ W S ▼ E ▶						
		NORTHBOUND BEACH BLVD		SOUTHBOUND BEACH BLVD		EASTBOUND LAMPSON AVE		WESTBOUND LAMPSON AVE						
LANES:		NL 1	NT 4	NR 0	SL 1	ST 4	SR 0	EL 1	ET 2	ER 0	WL 2	WT 2	WR 0	TOTAL
7:00 AM		36	381	13	9	602	13	20	47	35	32	54	15	1,257
7:15 AM		36	438	9	10	537	13	14	49	32	34	41	9	1,222
7:30 AM		44	542	13	5	588	15	17	37	33	48	42	15	1,399
7:45 AM		50	631	11	6	694	11	22	54	35	47	58	14	1,633
8:00 AM		35	571	19	12	578	9	25	55	35	38	48	14	1,439
8:15 AM		38	585	12	16	617	10	24	52	38	45	45	12	1,494
8:30 AM		42	463	17	10	585	8	21	45	31	35	39	15	1,311
8:45 AM		43	502	18	13	613	12	23	47	37	55	48	13	1,424
VOLUMES		324	4,113	112	81	4,814	91	166	386	276	334	375	107	11,179
APPROACH %		7%	90%	2%	2%	97%	2%	20%	47%	33%	41%	46%	13%	
APP/DEPART		4,549	/	4,386	4,986	/	5,424	828	/	579	816	/	790	0
BEGIN PEAK HR		7:30 AM												
VOLUMES		167	2,329	55	39	2,477	45	88	198	141	178	193	55	5,965
APPROACH %		7%	91%	2%	2%	97%	2%	21%	46%	33%	42%	45%	13%	
PEAK HR FACTOR		0.922			0.900			0.928			0.895			0.913
APP/DEPART		2,551	/	2,472	2,561	/	2,796	427	/	292	426	/	405	0
4:00 PM		42	578	38	16	458	11	51	104	73	41	62	18	1,492
4:15 PM		47	551	32	24	454	14	60	86	55	44	51	13	1,431
4:30 PM		53	658	35	31	532	8	62	122	59	44	57	17	1,678
4:45 PM		44	562	27	26	393	7	55	101	55	45	44	14	1,373
5:00 PM		44	647	39	29	517	13	71	88	70	57	52	25	1,652
5:15 PM		50	581	31	20	452	9	55	96	64	42	50	14	1,464
5:30 PM		48	631	31	26	498	8	58	110	49	56	57	17	1,589
5:45 PM		52	634	36	32	473	16	63	95	43	52	54	21	1,571
VOLUMES		380	4,842	269	204	3,777	86	475	802	468	381	427	139	12,250
APPROACH %		7%	88%	5%	5%	93%	2%	27%	46%	27%	40%	45%	15%	
APP/DEPART		5,491	/	5,456	4,067	/	4,626	1,745	/	1,275	947	/	893	0
BEGIN PEAK HR		5:00 PM												
VOLUMES		194	2,493	137	107	1,940	46	247	389	226	207	213	77	6,276
APPROACH %		7%	88%	5%	5%	93%	2%	29%	45%	26%	42%	43%	15%	
PEAK HR FACTOR		0.967			0.936			0.941			0.927			0.950
APP/DEPART		2,824	/	2,817	2,093	/	2,373	862	/	633	497	/	453	0





APPENDIX C

LEVEL OF SERVICE ANALYSIS



K2 Traffic Engineering, Inc.

Intersection Capacity Utilization Analysis (ICU)

Traffic Scenario: **Existing**

Intersection # **1**

Project: **Beach Boulevard Townhomes**

North/South St: **Beach Blvd**

East/West St: **Chapman Ave**

Date: **12/21/20**

By: **KH**

Movement	No, of Lanes	Critical Lane Capacity	A.M. Peak Hour				P.M. Peak Hour			
			Volumes				Volumes			
			Total	Critical Lane	V/C Ratio	Critical V/C	Total	Critical Lane	V/C Ratio	Critical V/C
Northbound :Left	2.0	1700	226	124	0.073	0.073	184	101	0.060	
Northbound :Thru	4.0	1700	1748	614	0.361		2230	799	0.470	0.470
Northbound :Right		1700	93				168			
Southbound :Left	2.0	1700	167	92	0.054		155	85	0.050	0.050
Southbound :Thru	4.0	1700	2195	778	0.457	0.457	1955	700	0.412	
Southbound :Right		1700	138				146			
Eastbound :Left	1.0	1700	144	144	0.085	0.085	236	236	0.139	0.139
Eastbound :Thru	3.0	1700	396	176	0.103		572	235	0.138	
Eastbound :Right		1700	131				132			
Westbound :Left	1.0	1700	180	180	0.106		170	170	0.100	
Westbound :Thru	2.0	1700	430	215	0.126	0.126	462	231	0.136	0.136
Westbound :Right	1.0	1700	72	72	0.042		138	138	0.081	
Sum of Critical V/C Ratios			0.741				0.795			
Adjustments for Lost Time			0.05				0.05			
Intersection Capacity Utilization (ICU)			0.791				0.845			
Level of Service (LOS)			C				D			

NOTES:

Level of Service (LOS)

A	0.00 ~ 0.60
B	0.601 ~ 0.70
C	0.701 ~ 0.80
D	0.801 ~ 0.90
E	0.901 ~ 1.00
F	1.00+

Critical Lane Flow Factors

0.5	Lanes:	2.00
1	Lane:	1.00
1.5	Lanes:	0.67
2	Lanes:	0.50
2.5	Lanes:	0.40
3	Lanes:	0.33



K2 Traffic Engineering, Inc.

Intersection Capacity Utilization Analysis (ICU)

Traffic Scenario: **Existing + Project**

Intersection # **1**

Project: **Beach Boulevard Townhomes**

North/South St: **Beach Blvd**

East/West St: **Chapman Ave**

Date: **12/21/20**

By: **KH**

Movement	No, of Lanes	Critical Lane Capacity	A.M. Peak Hour				P.M. Peak Hour			
			Volumes				Volumes			
			Total	Critical Lane	V/C Ratio	Critical V/C	Total	Critical Lane	V/C Ratio	Critical V/C
Northbound :Left	2.0	1700	229	126	0.074	0.074	186	102	0.060	
Northbound :Thru	4.0	1700	1757	618	0.363		2235	802	0.472	0.472
Northbound :Right		1700	96				170			
Southbound :Left	2.0	1700	167	92	0.054		155	85	0.050	0.050
Southbound :Thru	4.0	1700	2197	778	0.458	0.458	1963	703	0.414	
Southbound :Right		1700	138				146			
Eastbound :Left	1.0	1700	144	144	0.085	0.085	236	236	0.139	0.139
Eastbound :Thru	3.0	1700	396	176	0.104		572	236	0.139	
Eastbound :Right		1700	132				135			
Westbound :Left	1.0	1700	181	181	0.106		173	173	0.102	
Westbound :Thru	2.0	1700	430	215	0.126	0.126	462	231	0.136	0.136
Westbound :Right	1.0	1700	72	72	0.042		138	138	0.081	
Sum of Critical V/C Ratios						0.743	0.797			
Adjustments for Lost Time						0.05	0.05			
Intersection Capacity Utilization (ICU)						0.793	0.847			
Level of Service (LOS)						C	D			

NOTES:

Level of Service (LOS)

A	0.00 ~ 0.60
B	0.601 ~ 0.70
C	0.701 ~ 0.80
D	0.801 ~ 0.90
E	0.901 ~ 1.00
F	1.00+

Critical Lane Flow Factors

0.5	Lanes:	2.00
1	Lane:	1.00
1.5	Lanes:	0.67
2	Lanes:	0.50
2.5	Lanes:	0.40
3	Lanes:	0.33



K2 Traffic Engineering, Inc.

Intersection Capacity Utilization Analysis (ICU)

Traffic Scenario: **Existing + Growth + Cumulative**

Intersection # **1**

Project: **Beach Boulevard Townhomes**

North/South St: **Beach Blvd**

East/West St: **Chapman Ave**

Date: 12/21/20

By: KH

Movement	No, of Lanes	Critical Lane Capacity	A.M. Peak Hour				P.M. Peak Hour			
			Volumes				Volumes			
			Total	Critical Lane	V/C Ratio	Critical V/C	Total	Critical Lane	V/C Ratio	Critical V/C
Northbound :Left	2.0	1700	249	137	0.081	0.081	199	109	0.064	
Northbound :Thru	4.0	1700	1901	671	0.395		2383	858	0.505	0.505
Northbound :Right		1700	113				190			
Southbound :Left	2.0	1700	177	97	0.057		164	90	0.053	0.053
Southbound :Thru	4.0	1700	2293	813	0.478	0.478	2106	754	0.443	
Southbound :Right		1700	146				155			
Eastbound :Left	1.0	1700	153	153	0.090	0.090	250	250	0.147	0.147
Eastbound :Thru	3.0	1700	420	185	0.109		607	251	0.147	
Eastbound :Right		1700	136				145			
Westbound :Left	1.0	1700	192	192	0.113		195	195	0.115	
Westbound :Thru	2.0	1700	456	228	0.134	0.134	490	245	0.144	0.144
Westbound :Right	1.0	1700	76	76	0.045		146	146	0.086	
Sum of Critical V/C Ratios						0.783	0.849			
Adjustments for Lost Time						0.05	0.05			
Intersection Capacity Utilization (ICU)						0.833	0.899			
Level of Service (LOS)						D	D			

NOTES:

Level of Service (LOS)

A	0.00 ~ 0.60
B	0.601 ~ 0.70
C	0.701 ~ 0.80
D	0.801 ~ 0.90
E	0.901 ~ 1.00
F	1.00+

Critical Lane Flow Factors

0.5	Lanes:	2.00
1	Lane:	1.00
1.5	Lanes:	0.67
2	Lanes:	0.50
2.5	Lanes:	0.40
3	Lanes:	0.33



K2 Traffic Engineering, Inc.

Intersection Capacity Utilization Analysis (ICU)

Traffic Scenario: **Existing + Growth + Cumulative + Project**

Intersection # **1**

Project: **Beach Boulevard Townhomes**

North/South St: **Beach Blvd**

East/West St: **Chapman Ave**

Date: **12/21/20**

By: **KH**

Movement	No, of Lanes	Critical Lane Capacity	A.M. Peak Hour				P.M. Peak Hour			
			Volumes				Volumes			
			Total	Critical Lane	V/C Ratio	Critical V/C	Total	Critical Lane	V/C Ratio	Critical V/C
Northbound :Left	2.0	1700	252	139	0.082	0.082	201	111	0.065	
Northbound :Thru	4.0	1700	1910	675	0.397		2388	860	0.506	0.506
Northbound :Right		1700	116				192			
Southbound :Left	2.0	1700	177	97	0.057		164	90	0.053	0.053
Southbound :Thru	4.0	1700	2295	814	0.479	0.479	2114	756	0.445	
Southbound :Right		1700	146				155			
Eastbound :Left	1.0	1700	153	153	0.090	0.090	250	250	0.147	0.147
Eastbound :Thru	3.0	1700	420	186	0.109		607	252	0.148	
Eastbound :Right		1700	137				148			
Westbound :Left	1.0	1700	193	193	0.114		198	198	0.116	
Westbound :Thru	2.0	1700	456	228	0.134	0.134	490	245	0.144	0.144
Westbound :Right	1.0	1700	76	76	0.045		146	146	0.086	
Sum of Critical V/C Ratios			0.785				0.850			
Adjustments for Lost Time			0.05				0.05			
Intersection Capacity Utilization (ICU)			0.835				0.900			
Level of Service (LOS)			D				D			

NOTES:

Level of Service (LOS)

A	0.00 ~ 0.60
B	0.601 ~ 0.70
C	0.701 ~ 0.80
D	0.801 ~ 0.90
E	0.901 ~ 1.00
F	1.00+

Critical Lane Flow Factors

0.5	Lanes:	2.00
1	Lane:	1.00
1.5	Lanes:	0.67
2	Lanes:	0.50
2.5	Lanes:	0.40
3	Lanes:	0.33



HCM 6th TWSC
 2: Beach Blvd & Home Depot/Park Plaza

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10/30/2020

Intersection												
Int Delay, s/veh	3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations			↗			↗	↗	↗↗↗		↗	↗↗↗	
Traffic Vol, veh/h	3	2	31	22	1	55	83	1603	38	25	1848	17
Future Vol, veh/h	3	2	31	22	1	55	83	1603	38	25	1848	17
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	250	-	-	170	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	3	2	34	24	1	60	90	1742	41	27	2009	18

Major/Minor	Minor2		Minor1		Major1		Major2	
Conflicting Flow All	2949	4035	1014	2802	4024	892	2027	0
Stage 1	2072	2072	-	1943	1943	-	-	-
Stage 2	877	1963	-	859	2081	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	5.34
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	3.12
Pot Cap-1 Maneuver	16	3	203	~20	3	245	121	161
Stage 1	34	95	-	42	110	-	-	-
Stage 2	280	108	-	288	94	-	-	-
Platoon blocked, %	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	~1	203	-	~1	245	121	161
Mov Cap-2 Maneuver	-	~1	-	-	~1	-	-	-
Stage 1	9	79	-	~11	28	-	-	-
Stage 2	52	28	-	194	78	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	26.2	24.4	4.5	0.4
HCM LOS	D	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	121	-	-	203	245	161	-	-
HCM Lane V/C Ratio	0.746	-	-	0.166	0.244	0.169	-	-
HCM Control Delay (s)	92.7	-	-	26.2	24.4	31.8	-	-
HCM Lane LOS	F	-	-	D	C	D	-	-
HCM 95th %tile Q(veh)	4.2	-	-	0.6	0.9	0.6	-	-

Notes								
~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon								

Existing AM Peak Hour 03/12/2020

Synchro 10 Report
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HCM 6th TWSC

2: Beach Blvd & Home Depot/Park Plaza

12/21/2020

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Intersection												
Int Delay, s/veh	4.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations			↗			↗	↗	↗↗↗		↗	↗↗↗	
Traffic Vol, veh/h	3	2	31	22	1	55	98	1614	38	25	1850	17
Future Vol, veh/h	3	2	31	22	1	55	98	1614	38	25	1850	17
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	250	-	-	170	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	3	2	34	24	1	60	107	1754	41	27	2011	18

Major/Minor	Minor2		Minor1		Major1		Major2		Major2		Major2	
Conflicting Flow All	2990	4083	1015	2848	4072	898	2029	0	0	1795	0	0
Stage 1	2074	2074	-	1989	1989	-	-	-	-	-	-	-
Stage 2	916	2009	-	859	2083	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	15	~ 2	203	~ 18	3	242	121	-	-	159	-	-
Stage 1	34	95	-	39	105	-	-	-	-	-	-	-
Stage 2	265	102	-	288	94	-	-	-	-	-	-	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	~ 2	0	203	~ 3	0	242	121	-	-	159	-	-
Mov Cap-2 Maneuver	~ 2	0	-	~ 3	0	-	-	-	-	-	-	-
Stage 1	4	79	-	~ 5	12	-	-	-	-	-	-	-
Stage 2	21	12	-	194	78	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	26.2	24.7	6.7	0.4
HCM LOS	D	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	121	-	-	203	242	159	-	-
HCM Lane V/C Ratio	0.88	-	-	0.166	0.247	0.171	-	-
HCM Control Delay (s)	119.7	-	-	26.2	24.7	32.3	-	-
HCM Lane LOS	F	-	-	D	C	D	-	-
HCM 95th %tile Q(veh)	5.5	-	-	0.6	0.9	0.6	-	-

Notes

~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Existing + Project - AM Peak Hour 03/12/2020

Synchro 10 Report
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HCM 6th TWSC

2: Beach Blvd & Home Depot/Park Plaza

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10/30/2020

Intersection												
Int Delay, s/veh	3.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations			↗			↗	↘	↘	↘	↘	↘	↘
Traffic Vol, veh/h	3	2	33	23	1	58	88	1753	40	27	1932	18
Future Vol, veh/h	3	2	33	23	1	58	88	1753	40	27	1932	18
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	250	-	-	170	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	3	2	36	25	1	63	96	1905	43	29	2100	20

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	3123	4308	1060	3018	4297	974	2120	0	0	1948	0	0
Stage 1	2168	2168	-	2119	2119	-	-	-	-	-	-	-
Stage 2	955	2140	-	899	2178	-	-	-	-	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-	-	5.34	-	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-	-	3.12	-	-
Pot Cap-1 Maneuver	12	~ 2	189	~ 14	2	216	109	-	-	133	-	-
Stage 1	29	85	-	31	90	-	-	-	-	-	-	-
Stage 2	251	87	-	272	84	-	-	-	-	-	-	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	~ 2	0	189	~ 2	0	216	109	-	-	133	-	-
Mov Cap-2 Maneuver	~ 2	0	-	~ 2	0	-	-	-	-	-	-	-
Stage 1	~ 3	66	-	~ 4	11	-	-	-	-	-	-	-
Stage 2	19	10	-	167	66	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	28.5	28.4	6	0.5
HCM LOS	D	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	109	-	-	189	216	133	-	-
HCM Lane V/C Ratio	0.878	-	-	0.19	0.292	0.221	-	-
HCM Control Delay (s)	128	-	-	28.5	28.4	39.6	-	-
HCM Lane LOS	F	-	-	D	D	E	-	-
HCM 95th %tile Q(veh)	5.2	-	-	0.7	1.2	0.8	-	-

Notes

~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon



HCM 6th TWSC
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12/21/2020

Intersection												
Int Delay, s/veh	5.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations			↗			↗	↗	↗		↗	↗	
Traffic Vol, veh/h	3	2	33	23	1	58	103	1764	40	27	1934	18
Future Vol, veh/h	3	2	33	23	1	58	103	1764	40	27	1934	18
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	250	-	-	170	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	3	2	36	25	1	63	112	1917	43	29	2102	20

Major/Minor	Minor2		Minor1		Major1		Major2	
Conflicting Flow All	3161	4354	1061	3063	4343	980	2122	0
Stage 1	2170	2170	-	2163	2163	-	-	-
Stage 2	991	2184	-	900	2180	-	-	-
Critical Hdwy	6.44	6.54	7.14	6.44	6.54	7.14	5.34	-
Critical Hdwy Stg 1	7.34	5.54	-	7.34	5.54	-	-	-
Critical Hdwy Stg 2	6.74	5.54	-	6.74	5.54	-	-	-
Follow-up Hdwy	3.82	4.02	3.92	3.82	4.02	3.92	3.12	-
Pot Cap-1 Maneuver	11	~2	189	~13	2	214	~108	-
Stage 1	29	84	-	29	85	-	-	-
Stage 2	238	83	-	271	83	-	-	-
Platoon blocked, %	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	0	189	-	0	214	~108	-
Mov Cap-2 Maneuver	-	0	-	-	0	-	-	-
Stage 1	29	65	-	29	0	-	-	-
Stage 2	-	0	-	165	65	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	28.5	28.7	9.3	0.5
HCM LOS	D	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	~108	-	-	189	214	131	-	-
HCM Lane V/C Ratio	1.037	-	-	0.19	0.295	0.224	-	-
HCM Control Delay (s)	171.5	-	-	28.5	28.7	40.2	-	-
HCM Lane LOS	F	-	-	D	D	E	-	-
HCM 95th %tile Q(veh)	6.7	-	-	0.7	1.2	0.8	-	-

Notes

~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon



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10/30/2020

Intersection												
Int Delay, s/veh	2.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations			↗			↗	↗	↗↗↗		↗	↗↗↗	
Traffic Vol, veh/h	0	1	2	3	0	34	90	1881	30	33	1643	3
Future Vol, veh/h	0	1	2	3	0	34	90	1881	30	33	1643	3
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	250	-	-	170	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	1	2	3	0	37	98	2045	33	36	1786	3

Major/Minor	Minor2	Minor1	Major1	Major2
Conflicting Flow All	- 4134	895 3045	- 1039 1789	0 0 2078 0 0
Stage 1	- 1860	- 2258	- - -	- - - - -
Stage 2	- 2274	- 787	- - -	- - - - -
Critical Hdwy	- 6.54	7.14 6.44	- 7.14 5.34	- - 5.34 - -
Critical Hdwy Stg 1	- 5.54	- 7.34	- - -	- - - - -
Critical Hdwy Stg 2	- 5.54	- 6.74	- - -	- - - - -
Follow-up Hdwy	- 4.02	3.92 3.82	- 3.92 3.12	- - 3.12 - -
Pot Cap-1 Maneuver	0 2	244 14	0 195 160	- - 114 - -
Stage 1	0 121	- 25	0 - -	- - - - -
Stage 2	0 75	- 319	0 - -	- - - - -
Platoon blocked, %	-	-	-	- - - - -
Mov Cap-1 Maneuver	- ~ 1	244 -	195 160	- - 114 - -
Mov Cap-2 Maneuver	- ~ 1	- -	- -	- - - - -
Stage 1	- 83	- 10	- -	- - - - -
Stage 2	- 29	- 213	- -	- - - - -

Approach	EB	WB	NB	SB
HCM Control Delay, s	19.9	27.7	2.6	1
HCM LOS	C	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	160	-	-	244 195 114	-	-	-
HCM Lane V/C Ratio	0.611	-	-	0.009 0.19 0.315	-	-	-
HCM Control Delay (s)	57.7	-	-	19.9 27.7 50.5	-	-	-
HCM Lane LOS	F	-	-	C D F	-	-	-
HCM 95th %tile Q(veh)	3.3	-	-	0 0.7 1.2	-	-	-

Notes

~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Existing PM Peak Hour 03/12/2020

Synchro 10 Report
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HCM 6th TWSC

2: Beach Blvd & Home Depot/Park Plaza

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12/21/2020

Intersection												
Int Delay, s/veh	2.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations			↗			↗	↗	↗		↗	↗	
Traffic Vol, veh/h	0	1	2	3	0	34	98	1886	30	33	1653	3
Future Vol, veh/h	0	1	2	3	0	34	98	1886	30	33	1653	3
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	250	-	-	170	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	1	2	3	0	37	107	2050	33	36	1797	3

Major/Minor	Minor2		Minor1		Major1		Major2	
Conflicting Flow All	-	4168	900	3072	-	1042	1800	0
Stage 1	-	1871	-	2281	-	-	-	-
Stage 2	-	2297	-	791	-	-	-	-
Critical Hdwy	-	6.54	7.14	6.44	-	7.14	5.34	-
Critical Hdwy Stg 1	-	5.54	-	7.34	-	-	-	-
Critical Hdwy Stg 2	-	5.54	-	6.74	-	-	-	-
Follow-up Hdwy	-	4.02	3.92	3.82	-	3.92	3.12	-
Pot Cap-1 Maneuver	0	2	242	13	0	194	158	-
Stage 1	0	120	-	24	0	-	-	-
Stage 2	0	73	-	317	0	-	-	-
Platoon blocked, %	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	0	242	5	-	194	158	-
Mov Cap-2 Maneuver	-	0	-	5	-	-	-	-
Stage 1	-	82	-	8	-	-	-	-
Stage 2	-	24	-	211	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	20	27.9	3.2	1
HCM LOS	C	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	158	-	-	242	194	113	-
HCM Lane V/C Ratio	0.674	-	-	0.009	0.19	0.317	-
HCM Control Delay (s)	65.3	-	-	20	27.9	51	-
HCM Lane LOS	F	-	-	C	D	F	-
HCM 95th %tile Q(veh)	3.9	-	-	0	0.7	1.2	-

Existing + Project - PM Peak Hour 03/12/2020

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HCM 6th TWSC

2: Beach Blvd & Home Depot/Park Plaza

Synchro cannot analyze four-lane geometry. Therefore, the northbound and southbound approach was analyzed using three-lane geometry and the traffic volume has been adjusted based on the equal average traffic volume per lane.

10/30/2020

Intersection												
Int Delay, s/veh	3.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations			↗			↗	↘	↘	↘	↗	↗	↗
Traffic Vol, veh/h	0	1	2	3	0	36	96	2020	32	35	1782	3
Future Vol, veh/h	0	1	2	3	0	36	96	2020	32	35	1782	3
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	250	-	-	170	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	1	2	3	0	39	104	2196	35	38	1937	3

Major/Minor	Minor2	Minor1	Major1	Major2
Conflicting Flow All	- 4454	970	3273	- 1116 1940
Stage 1	- 2015	- 2422	- -	- -
Stage 2	- 2439	- 851	- -	- -
Critical Hdwy	- 6.54	7.14	6.44	- 7.14 5.34
Critical Hdwy Stg 1	- 5.54	- 7.34	- -	- -
Critical Hdwy Stg 2	- 5.54	- 6.74	- -	- -
Follow-up Hdwy	- 4.02	3.92	3.82	- 3.92 3.12
Pot Cap-1 Maneuver	0 ~ 1	217	10	0 173 134
Stage 1	0 101	- 19	0 -	- -
Stage 2	0 61	- 291	0 -	- -
Platoon blocked, %	-	-	-	- -
Mov Cap-1 Maneuver	- 0	217	~ 3	- 173 134
Mov Cap-2 Maneuver	- 0	- ~ 3	- -	- -
Stage 1	- 61	- 4	- -	- -
Stage 2	- 14	- 170	- -	- -

Approach	EB	WB	NB	SB
HCM Control Delay, s	21.8	31.8	4.1	1.3
HCM LOS	C	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	134	-	-	217	173	95	-	-
HCM Lane V/C Ratio	0.779	-	-	0.01	0.226	0.4	-	-
HCM Control Delay (s)	91.1	-	-	21.8	31.8	66.2	-	-
HCM Lane LOS	F	-	-	C	D	F	-	-
HCM 95th %tile Q(veh)	4.7	-	-	0	0.8	1.6	-	-

Notes

-: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon



HCM 6th TWSC

2: Beach Blvd & Home Depot/Park Plaza

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12/21/2020

Intersection												
Int Delay, s/veh	3.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	1	2	3	0	36	103	2026	32	35	1792	3
Future Vol, veh/h	0	1	2	3	0	36	103	2026	32	35	1792	3
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	250	-	-	170	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	1	2	3	0	39	112	2202	35	38	1948	3

Major/Minor	Minor2	Minor1	Major1	Major2
Conflicting Flow All	- 4487	976	3300	- 1119
Stage 1	- 2026	- 2444	-	-
Stage 2	- 2461	- 856	-	-
Critical Hdwy	- 6.54	7.14	6.44	- 7.14
Critical Hdwy Stg 1	- 5.54	- 7.34	-	-
Critical Hdwy Stg 2	- 5.54	- 6.74	-	-
Follow-up Hdwy	- 4.02	3.92	3.82	- 3.92
Pot Cap-1 Maneuver	0 ~ 1	215	9	0 173
Stage 1	0 100	- 18	0	-
Stage 2	0 60	- 289	0	-
Platoon blocked, %	-	-	-	-
Mov Cap-1 Maneuver	- 0	215	~ 2	- 173
Mov Cap-2 Maneuver	- 0	- ~ 2	-	-
Stage 1	- 60	- ~ 3	-	-
Stage 2	- 9	- 169	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	21.9	31.8	5	1.3
HCM LOS	C	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	132	-	-	215	173	95	-	-
HCM Lane V/C Ratio	0.848	-	-	0.01	0.226	0.4	-	-
HCM Control Delay (s)	105.7	-	-	21.9	31.8	66.2	-	-
HCM Lane LOS	F	-	-	C	D	F	-	-
HCM 95th %tile Q(veh)	5.3	-	-	0	0.8	1.6	-	-

Notes

-: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon



HCM 6th TWSC
 3: Beach Blvd & Catherine Ave

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10/30/2020

Intersection						
Int Delay, s/veh	0.4					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↑	↑↑↑		↑	↑↑↑
Traffic Vol, veh/h	17	32	1647	10	9	1912
Future Vol, veh/h	17	32	1647	10	9	1912
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	150	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	18	35	1790	11	10	2078
Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	2647	901	0	0	1801	0
Stage 1	1796	-	-	-	-	-
Stage 2	851	-	-	-	-	-
Critical Hdwy	5.74	7.14	-	-	5.34	-
Critical Hdwy Stg 1	6.64	-	-	-	-	-
Critical Hdwy Stg 2	6.04	-	-	-	-	-
Follow-up Hdwy	3.82	3.92	-	-	3.12	-
Pot Cap-1 Maneuver	41	241	-	-	158	-
Stage 1	77	-	-	-	-	-
Stage 2	343	-	-	-	-	-
Platoon blocked, %			-	-	-	-
Mov Cap-1 Maneuver	38	241	-	-	158	-
Mov Cap-2 Maneuver	38	-	-	-	-	-
Stage 1	72	-	-	-	-	-
Stage 2	343	-	-	-	-	-
Approach	WB	NB	SB			
HCM Control Delay, s	22.4	0	0.1			
HCM LOS	C					
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT		
Capacity (veh/h)	-	-	241	158		
HCM Lane V/C Ratio	-	-	0.144	0.062		
HCM Control Delay (s)	-	-	22.4	29.3		
HCM Lane LOS	-	-	C	D		
HCM 95th %tile Q(veh)	-	-	0.5	0.2		

Existing AM Peak Hour 03/12/2020

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 3: Beach Blvd & Catherine Ave

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12/21/2020

Intersection							average traffic volume per lane.
Int Delay, s/veh	0.4						
Movement	WBL	WBR	NBT	NBR	SBL	SBT	
Lane Configurations		↱	↱↱↱		↱	↱↱↱	
Traffic Vol, veh/h	17	32	1649	10	12	1923	
Future Vol, veh/h	17	32	1649	10	12	1923	
Conflicting Peds, #/hr	0	0	0	0	0	0	
Sign Control	Stop	Stop	Free	Free	Free	Free	
RT Channelized	-	None	-	None	-	None	
Storage Length	-	0	-	-	150	-	
Veh in Median Storage, #	0	-	0	-	-	0	
Grade, %	0	-	0	-	-	0	
Peak Hour Factor	92	92	92	92	92	92	
Heavy Vehicles, %	2	2	2	2	2	2	
Mvmt Flow	18	35	1792	11	13	2090	
Major/Minor	Minor1	Major1		Major2			
Conflicting Flow All	2660	902	0	0	1803	0	
Stage 1	1798	-	-	-	-	-	
Stage 2	862	-	-	-	-	-	
Critical Hdwy	5.74	7.14	-	-	5.34	-	
Critical Hdwy Stg 1	6.64	-	-	-	-	-	
Critical Hdwy Stg 2	6.04	-	-	-	-	-	
Follow-up Hdwy	3.82	3.92	-	-	3.12	-	
Pot Cap-1 Maneuver	41	241	-	-	157	-	
Stage 1	77	-	-	-	-	-	
Stage 2	339	-	-	-	-	-	
Platoon blocked, %			-	-		-	
Mov Cap-1 Maneuver	38	241	-	-	157	-	
Mov Cap-2 Maneuver	38	-	-	-	-	-	
Stage 1	71	-	-	-	-	-	
Stage 2	339	-	-	-	-	-	
Approach	WB	NB		SB			
HCM Control Delay, s	22.4	0		0.2			
HCM LOS	C						
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT			
Capacity (veh/h)	-	-	241	157	-		
HCM Lane V/C Ratio	-	-	0.144	0.083	-		
HCM Control Delay (s)	-	-	22.4	30	-		
HCM Lane LOS	-	-	C	D	-		
HCM 95th %tile Q(veh)	-	-	0.5	0.3	-		

Existing + Project - AM Peak Hour 03/12/2020

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HCM 6th TWSC
 3: Beach Blvd & Catherine Ave

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10/30/2020

Intersection												
Int Delay, s/veh	0.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations			↗			↗	↑↑↑	↑↑↑		↗	↑↑↑	
Traffic Vol, veh/h	0	0	9	18	0	34	21	1801	11	10	1999	0
Future Vol, veh/h	0	0	9	18	0	34	21	1801	11	10	1999	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	-	-	-	150	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	10	20	0	37	23	1958	12	11	2173	0

Major/Minor	Minor2		Minor1		Major1			Major2			
Conflicting Flow All	-	-	1087	2901	-	985	2173	0	0	1970	0
Stage 1	-	-	-	2010	-	-	-	-	-	-	-
Stage 2	-	-	-	891	-	-	-	-	-	-	-
Critical Hdwy	-	-	7.14	6.44	-	7.14	5.34	-	-	5.34	-
Critical Hdwy Stg 1	-	-	-	7.34	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	6.74	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	3.92	3.82	-	3.92	3.12	-	-	3.12	-
Pot Cap-1 Maneuver	0	0	181	~ 17	0	212	102	-	-	130	-
Stage 1	0	0	-	38	0	-	-	-	-	-	0
Stage 2	0	0	-	275	0	-	-	-	-	-	0
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	181	~ 15	-	212	102	-	-	130	-
Mov Cap-2 Maneuver	-	-	-	~ 15	-	-	-	-	-	-	-
Stage 1	-	-	-	38	-	-	-	-	-	-	-
Stage 2	-	-	-	238	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	26		25.5		0.6		0.2	
HCM LOS	D		D					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT
Capacity (veh/h)	102	-	-	181	212	130	-
HCM Lane V/C Ratio	0.224	-	-	0.054	0.174	0.084	-
HCM Control Delay (s)	50.2	-	-	26	25.5	35.2	-
HCM Lane LOS	F	-	-	D	D	E	-
HCM 95th %tile Q(veh)	0.8	-	-	0.2	0.6	0.3	-

Notes
 ~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon



HCM 6th TWSC
 3: Beach Blvd & Catherine Ave

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12/21/2020

Intersection												
Int Delay, s/veh	0.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations			↗			↗	↑↑↑	↑↑↑		↗	↑↑↑	
Traffic Vol, veh/h	0	0	9	18	0	34	21	1803	11	13	2010	0
Future Vol, veh/h	0	0	9	18	0	34	21	1803	11	13	2010	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	-	-	-	150	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	10	20	0	37	23	1960	12	14	2185	0

Major/Minor	Minor2		Minor1		Major1			Major2			
Conflicting Flow All	-	-	1093	2914	-	986	2185	0	0	1972	0
Stage 1	-	-	-	2012	-	-	-	-	-	-	-
Stage 2	-	-	-	902	-	-	-	-	-	-	-
Critical Hdwy	-	-	7.14	6.44	-	7.14	5.34	-	-	5.34	-
Critical Hdwy Stg 1	-	-	-	7.34	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	6.74	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	3.92	3.82	-	3.92	3.12	-	-	3.12	-
Pot Cap-1 Maneuver	0	0	180	~ 17	0	212	101	-	-	129	0
Stage 1	0	0	-	38	0	-	-	-	-	-	0
Stage 2	0	0	-	271	0	-	-	-	-	-	0
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	180	~ 15	-	212	101	-	-	129	-
Mov Cap-2 Maneuver	-	-	-	~ 15	-	-	-	-	-	-	-
Stage 1	-	-	-	38	-	-	-	-	-	-	-
Stage 2	-	-	-	228	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	26.1		25.5		0.6		0.2	
HCM LOS	D		D					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT
Capacity (veh/h)	101	-	-	180	212	129	-
HCM Lane V/C Ratio	0.226	-	-	0.054	0.174	0.11	-
HCM Control Delay (s)	50.8	-	-	26.1	25.5	36.3	-
HCM Lane LOS	F	-	-	D	D	E	-
HCM 95th %tile Q(veh)	0.8	-	-	0.2	0.6	0.4	-

Notes
 ~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon



HCM 6th TWSC
 3: Beach Blvd & Catherine Ave

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10/30/2020

Intersection							traffic volume per lane.
Int Delay, s/veh	0.6						
Movement	WBL	WBR	NBT	NBR	SBL	SBT	
Lane Configurations		↱	↱↱↱		↱	↱↱↱	
Traffic Vol, veh/h	12	18	2112	43	21	1586	
Future Vol, veh/h	12	18	2112	43	21	1586	
Conflicting Peds, #/hr	0	0	0	0	0	0	
Sign Control	Stop	Stop	Free	Free	Free	Free	
RT Channelized	-	None	-	None	-	None	
Storage Length	-	0	-	-	150	-	
Veh in Median Storage, #	0	-	0	-	-	0	
Grade, %	0	-	0	-	-	0	
Peak Hour Factor	92	92	92	92	92	92	
Heavy Vehicles, %	2	2	2	2	2	2	
Mvmt Flow	13	20	2296	47	23	1724	
Major/Minor	Minor1	Major1		Major2			
Conflicting Flow All	3056	1172	0	0	2343	0	
Stage 1	2320	-	-	-	-	-	
Stage 2	736	-	-	-	-	-	
Critical Hdwy	5.74	7.14	-	-	5.34	-	
Critical Hdwy Stg 1	6.64	-	-	-	-	-	
Critical Hdwy Stg 2	6.04	-	-	-	-	-	
Follow-up Hdwy	3.82	3.92	-	-	3.12	-	
Pot Cap-1 Maneuver	24	159	-	-	83	-	
Stage 1	35	-	-	-	-	-	
Stage 2	395	-	-	-	-	-	
Platoon blocked, %			-	-		-	
Mov Cap-1 Maneuver	17	159	-	-	83	-	
Mov Cap-2 Maneuver	17	-	-	-	-	-	
Stage 1	25	-	-	-	-	-	
Stage 2	395	-	-	-	-	-	
Approach	WB	NB		SB			
HCM Control Delay, s	30.8	0		0.8			
HCM LOS	D						
Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT			
Capacity (veh/h)	-	-	159	83	-		
HCM Lane V/C Ratio	-	-	0.123	0.275	-		
HCM Control Delay (s)	-	-	30.8	64.1	-		
HCM Lane LOS	-	-	D	F	-		
HCM 95th %tile Q(veh)	-	-	0.4	1	-		

Existing PM Peak Hour 03/12/2020

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HCM 6th TWSC
 3: Beach Blvd & Catherine Ave

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12/21/2020

Intersection						
Int Delay, s/veh	1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↑	↑↑↑		↑	↑↑↑
Traffic Vol, veh/h	12	18	2123	43	35	1592
Future Vol, veh/h	12	18	2123	43	35	1592
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	150	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	20	2308	47	38	1730

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	3100	1178	0
Stage 1	2332	-	-
Stage 2	768	-	-
Critical Hdwy	5.74	7.14	-
Critical Hdwy Stg 1	6.64	-	-
Critical Hdwy Stg 2	6.04	-	-
Follow-up Hdwy	3.82	3.92	-
Pot Cap-1 Maneuver	23	158	-
Stage 1	35	-	-
Stage 2	380	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	~ 12	158	-
Mov Cap-2 Maneuver	~ 12	-	-
Stage 1	19	-	-
Stage 2	380	-	-

Approach	WB	NB	SB
HCM Control Delay, s	31	0	1.8
HCM LOS	D		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	158	82
HCM Lane V/C Ratio	-	-	0.124	0.464
HCM Control Delay (s)	-	-	31	82.3
HCM Lane LOS	-	-	D	F
HCM 95th %tile Q(veh)	-	-	0.4	1.9

Notes

~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Existing + Project - PM Peak Hour 03/12/2020

Synchro 10 Report
 Page 2



HCM 6th TWSC
 3: Beach Blvd & Catherine Ave

Synchro cannot analyze four-lane geometry.
 Therefore, the northbound and southbound
 approach was analyzed using three-lane geometry
 and the traffic volume has been adjusted based on
 the equal average traffic volume per lane.

10/30/2020

Intersection												
Int Delay, s/veh	1.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations			↗			↗	↑↑↑	↑↑↑		↗	↑↑↑	
Traffic Vol, veh/h	0	0	6	13	0	19	60	2274	46	22	1682	0
Future Vol, veh/h	0	0	6	13	0	19	60	2274	46	22	1682	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	-	-	-	150	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	7	14	0	21	65	2472	50	24	1828	0

Major/Minor	Minor2		Minor1		Major1		Major2	
Conflicting Flow All	-	-	914	3406	-	1261	1828	0
Stage 1	-	-	-	2627	-	-	-	-
Stage 2	-	-	-	779	-	-	-	-
Critical Hdwy	-	-	7.14	6.44	-	7.14	5.34	-
Critical Hdwy Stg 1	-	-	-	7.34	-	-	-	-
Critical Hdwy Stg 2	-	-	-	6.74	-	-	-	-
Follow-up Hdwy	-	-	3.92	3.82	-	3.92	3.12	-
Pot Cap-1 Maneuver	0	0	237	~ 8	0	138	153	-
Stage 1	0	0	-	~ 13	0	-	-	-
Stage 2	0	0	-	322	0	-	-	-
Platoon blocked, %	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	237	~ 6	-	138	153	-
Mov Cap-2 Maneuver	-	-	-	~ 6	-	-	-	-
Stage 1	-	-	-	~ 13	-	-	-	-
Stage 2	-	-	-	201	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	20.6	35.6	1.1	1.1
HCM LOS	C	E		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT
Capacity (veh/h)	153	-	-	237	138	67	-
HCM Lane V/C Ratio	0.426	-	-	0.028	0.15	0.357	-
HCM Control Delay (s)	45	-	-	20.6	35.6	86	-
HCM Lane LOS	E	-	-	C	E	F	-
HCM 95th %tile Q(veh)	1.9	-	-	0.1	0.5	1.3	-

Notes							
~: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon							



HCM 6th TWSC
 3: Beach Blvd & Catherine Ave

Synchro cannot analyze four-lane geometry.
 Therefore, the northbound and southbound approach
 was analyzed using three-lane geometry and the
 traffic volume has been adjusted based on the equal
 average traffic volume per lane.

12/21/2020

Intersection												
Int Delay, s/veh	2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations			↗			↗	↑↑↑	↑↑↑		↗	↑↑↑	
Traffic Vol, veh/h	0	0	6	13	0	19	60	2285	46	36	1687	0
Future Vol, veh/h	0	0	6	13	0	19	60	2285	46	36	1687	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	-	-	-	150	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	7	14	0	21	65	2484	50	39	1834	0

Major/Minor	Minor2		Minor1		Major1			Major2			
Conflicting Flow All	-	-	917	3451	-	1267	1834	0	0	2534	0
Stage 1	-	-	-	2639	-	-	-	-	-	-	-
Stage 2	-	-	-	812	-	-	-	-	-	-	-
Critical Hdwy	-	-	7.14	6.44	-	7.14	5.34	-	-	5.34	-
Critical Hdwy Stg 1	-	-	-	7.34	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	6.74	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	3.92	3.82	-	3.92	3.12	-	-	3.12	-
Pot Cap-1 Maneuver	0	0	236	~ 7	0	137	152	-	-	66	-
Stage 1	0	0	-	~ 13	0	-	-	-	-	-	0
Stage 2	0	0	-	307	0	-	-	-	-	-	0
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	236	~ 4	-	137	152	-	-	66	-
Mov Cap-2 Maneuver	-	-	-	~ 4	-	-	-	-	-	-	-
Stage 1	-	-	-	~ 13	-	-	-	-	-	-	-
Stage 2	-	-	-	122	-	-	-	-	-	-	-

Approach	EB		WB		NB			SB			
HCM Control Delay, s	20.7		35.9		1.1			2.5			
HCM LOS	C		E								

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT
Capacity (veh/h)	152	-	-	236	137	66	-
HCM Lane V/C Ratio	0.429	-	-	0.028	0.151	0.593	-
HCM Control Delay (s)	45.4	-	-	20.7	35.9	119.4	-
HCM Lane LOS	E	-	-	C	E	F	-
HCM 95th %tile Q(veh)	1.9	-	-	0.1	0.5	2.5	-

Notes												
-: Volume exceeds capacity \$: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon												



K2 Traffic Engineering, Inc.

Intersection Capacity Utilization Analysis (ICU)

Traffic Scenario: **Existing**

Intersection # **4**

Project: **Beach Boulevard Townhomes**

North/South St: **Beach Blvd**

East/West St: **Lampson Ave**

Date: 10/30/20

By: KH

Movement	No, of Lanes	Critical Lane Capacity	A.M. Peak Hour				P.M. Peak Hour			
			Volumes				Volumes			
			Total	Critical Lane	V/C Ratio	Critical V/C	Total	Critical Lane	V/C Ratio	Critical V/C
Northbound :Left	1.0	1700	167	167	0.098	0.098	194	194	0.114	
Northbound :Thru	4.0	1700	2329	795	0.467		2493	877	0.516	0.516
Northbound :Right		1700	55				137			
Southbound :Left	1.0	1700	39	39	0.023		107	107	0.063	0.063
Southbound :Thru	4.0	1700	2477	841	0.495	0.495	1940	662	0.389	
Southbound :Right		1700	45				46			
Eastbound :Left	1.0	1700	88	88	0.052		247	247	0.145	
Eastbound :Thru	2.0	1700	198	170	0.100	0.100	389	308	0.181	0.181
Eastbound :Right		1700	141				226			
Westbound :Left	2.0	1700	178	98	0.058	0.058	207	114	0.067	0.067
Westbound :Thru	2.0	1700	193	124	0.073		213	145	0.085	
Westbound :Right		1700	55				77			
Sum of Critical V/C Ratios			0.751				0.827			
Adjustments for Lost Time			0.05				0.05			
Intersection Capacity Utilization (ICU)			0.801				0.877			
Level of Service (LOS)			C				D			

NOTES:

Level of Service (LOS)

A	0.00 ~ 0.60
B	0.601 ~ 0.70
C	0.701 ~ 0.80
D	0.801 ~ 0.90
E	0.901 ~ 1.00
F	1.00+

Critical Lane Flow Factors

0.5	Lanes:	2.00
1	Lane:	1.00
1.5	Lanes:	0.67
2	Lanes:	0.50
2.5	Lanes:	0.40
3	Lanes:	0.33



K2 Traffic Engineering, Inc.

Intersection Capacity Utilization Analysis (ICU)

Traffic Scenario: **Existing + Project**

Intersection # **4**

Project: **Beach Boulevard Townhomes**

North/South St: **Beach Blvd**

East/West St: **Lampson Ave**

Date: **10/30/20**

By: **KH**

Movement	No, of Lanes	Critical Lane Capacity	A.M. Peak Hour				P.M. Peak Hour			
			Volumes				Volumes			
			Total	Critical Lane	V/C Ratio	Critical V/C	Total	Critical Lane	V/C Ratio	Critical V/C
Northbound :Left	1.0	1700	167	167	0.098	0.098	194	194	0.114	
Northbound :Thru	4.0	1700	2328	794	0.467		2501	879	0.517	0.517
Northbound :Right		1700	55				137			
Southbound :Left	1.0	1700	42	42	0.025		108	108	0.064	0.064
Southbound :Thru	4.0	1700	2486	845	0.497	0.497	1942	663	0.390	
Southbound :Right		1700	48				47			
Eastbound :Left	1.0	1700	88	88	0.052		250	250	0.147	
Eastbound :Thru	2.0	1700	198	170	0.100	0.100	389	308	0.181	0.181
Eastbound :Right		1700	141				226			
Westbound :Left	2.0	1700	178	98	0.058	0.058	207	114	0.067	0.067
Westbound :Thru	2.0	1700	193	124	0.073		213	147	0.086	
Westbound :Right		1700	55				80			
Sum of Critical V/C Ratios						0.753				0.829
Adjustments for Lost Time						0.05				0.05
Intersection Capacity Utilization (ICU)						0.803				0.879
Level of Service (LOS)						D				D

NOTES:

Level of Service (LOS)

A	0.00 ~ 0.60
B	0.601 ~ 0.70
C	0.701 ~ 0.80
D	0.801 ~ 0.90
E	0.901 ~ 1.00
F	1.00+

Critical Lane Flow Factors

0.5	Lanes:	2.00
1	Lane:	1.00
1.5	Lanes:	0.67
2	Lanes:	0.50
2.5	Lanes:	0.40
3	Lanes:	0.33



K2 Traffic Engineering, Inc.

Intersection Capacity Utilization Analysis (ICU)

Traffic Scenario: **Existing + Growth + Cumulative**

Intersection # **4**

Project: **Beach Boulevard Townhomes**

North/South St: **Beach Blvd**

East/West St: **Lampson Ave**

Date: 10/30/20

By: KH

Movement	No, of Lanes	Critical Lane Capacity	A.M. Peak Hour				P.M. Peak Hour			
			Volumes				Volumes			
			Total	Critical Lane	V/C Ratio	Critical V/C	Total	Critical Lane	V/C Ratio	Critical V/C
Northbound :Left	1.0	1700	183	183	0.108	0.108	211	211	0.124	
Northbound :Thru	4.0	1700	2526	865	0.509		2687	948	0.558	0.558
Northbound Right:		1700	70				158			
Southbound :Left	1.0	1700	77	77	0.045		123	123	0.072	0.072
Southbound :Thru	4.0	1700	2616	892	0.525	0.525	2107	720	0.423	
Southbound Right:		1700	60				52			
Eastbound :Left	1.0	1700	96	96	0.056		267	267	0.157	
Eastbound :Thru	2.0	1700	210	179	0.105	0.105	413	329	0.194	0.194
Eastbound Right:		1700	147				245			
Westbound :Left	2.0	1700	189	104	0.061	0.061	233	128	0.075	0.075
Westbound :Thru	2.0	1700	205	133	0.078		226	157	0.092	
Westbound Right:		1700	61				87			
Sum of Critical V/C Ratios						0.799	0.899			
Adjustments for Lost Time						0.05	0.05			
Intersection Capacity Utilization (ICU)						0.849	0.949			
Level of Service (LOS)						D	E			

NOTES:

Level of Service (LOS)

A	0.00 ~ 0.60
B	0.601 ~ 0.70
C	0.701 ~ 0.80
D	0.801 ~ 0.90
E	0.901 ~ 1.00
F	1.00+

Critical Lane Flow Factors

0.5	Lanes:	2.00
1	Lane:	1.00
1.5	Lanes:	0.67
2	Lanes:	0.50
2.5	Lanes:	0.40
3	Lanes:	0.33



K2 Traffic Engineering, Inc.

Intersection Capacity Utilization Analysis (ICU)

Traffic Scenario: **Existing + Growth + Cumulative + Project**

Intersection # **4**

Project: **Beach Boulevard Townhomes**

North/South St: **Beach Blvd**

East/West St: **Lampson Ave**

Date: 10/30/20

By: KH

Movement	No, of Lanes	Critical Lane Capacity	A.M. Peak Hour				P.M. Peak Hour			
			Volumes				Volumes			
			Total	Critical Lane	V/C Ratio	Critical V/C	Total	Critical Lane	V/C Ratio	Critical V/C
Northbound :Left	1.0	1700	183	183	0.108	0.108	211	211	0.124	
Northbound :Thru	4.0	1700	2525	865	0.509		2695	951	0.559	0.559
Northbound Right:		1700	70				158			
Southbound :Left	1.0	1700	80	80	0.047		124	124	0.073	0.073
Southbound :Thru	4.0	1700	2625	896	0.527	0.527	2109	721	0.424	
Southbound Right:		1700	63				53			
Eastbound :Left	1.0	1700	96	96	0.056		270	270	0.159	
Eastbound :Thru	2.0	1700	210	179	0.105	0.105	413	329	0.194	0.194
Eastbound Right:		1700	147				245			
Westbound :Left	2.0	1700	189	104	0.061	0.061	233	128	0.075	0.075
Westbound :Thru	2.0	1700	205	133	0.078		226	158	0.093	
Westbound Right:		1700	61				90			
Sum of Critical V/C Ratios						0.801			0.901	
Adjustments for Lost Time						0.05			0.05	
Intersection Capacity Utilization (ICU)						0.851			0.951	
Level of Service (LOS)						D			E	

NOTES:

Level of Service (LOS)

A	0.00 ~ 0.60
B	0.601 ~ 0.70
C	0.701 ~ 0.80
D	0.801 ~ 0.90
E	0.901 ~ 1.00
F	1.00+

Critical Lane Flow Factors

0.5	Lanes:	2.00
1	Lane:	1.00
1.5	Lanes:	0.67
2	Lanes:	0.50
2.5	Lanes:	0.40
3	Lanes:	0.33



APPENDIX D

DRIVEWAY ANALYSIS



HCM 6th TWSC

5: Beach Blvd & Driveway 'A'

Synchro cannot analyze four-lane geometry. Therefore, the northbound and southbound approach was analyzed using three-lane geometry and the traffic volume has been adjusted based on the equal average traffic volume per lane.

12/21/2020

Intersection						
Int Delay, s/veh	0.2					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↑	↑↑↑			↑↑↑
Traffic Vol, veh/h	0	30	1671	6	0	1919
Future Vol, veh/h	0	30	1671	6	0	1919
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	33	1816	7	0	2086

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	-	912	0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	7.14	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	3.92	-
Pot Cap-1 Maneuver	0	237	-
Stage 1	0	-	-
Stage 2	0	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	237	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	22.6	0	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBT
Capacity (veh/h)	-	-	237
HCM Lane V/C Ratio	-	-	0.138
HCM Control Delay (s)	-	-	22.6
HCM Lane LOS	-	-	C
HCM 95th %tile Q(veh)	-	-	0.5



HCM 6th TWSC
 5: Beach Blvd & Driveway 'A'

Synchro cannot analyze four-lane geometry. Therefore, the northbound and southbound approach was analyzed using three-lane geometry and the traffic volume has been adjusted based on the equal average traffic volume per lane.

12/21/2020

Intersection						
Int Delay, s/veh	0.2					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↑	↑↑↑			↑↑↑
Traffic Vol, veh/h	0	30	1774	6	0	2036
Future Vol, veh/h	0	30	1774	6	0	2036
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	33	1928	7	0	2213

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	-	968	0
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	7.14	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	3.92	-
Pot Cap-1 Maneuver	0	218	-
Stage 1	0	-	-
Stage 2	0	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	218	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	24.4	0	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBT
Capacity (veh/h)	-	-	218
HCM Lane V/C Ratio	-	-	0.15
HCM Control Delay (s)	-	-	24.4
HCM Lane LOS	-	-	C
HCM 95th %tile Q(veh)	-	-	0.5



HCM 6th TWSC

5: Beach Blvd & Driveway 'A'

Synchro cannot analyze four-lane geometry. Therefore, the northbound and southbound approach was analyzed using three-lane geometry and the traffic volume has been adjusted based on the equal average traffic volume per lane.

12/21/2020

Intersection						
Int Delay, s/veh	0.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↑	↑↑↑			↑↑↑
Traffic Vol, veh/h	0	15	2126	28	0	1602
Future Vol, veh/h	0	15	2126	28	0	1602
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	16	2311	30	0	1741
Major/Minor						
	Minor1	Major1	Major2			
Conflicting Flow All	-	1171	0	0	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	7.14	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.92	-	-	-	-
Pot Cap-1 Maneuver	0	159	-	-	0	-
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	159	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach						
	WB	NB	SB			
HCM Control Delay, s	30.2	0	0			
HCM LOS	D					
Minor Lane/Major Mvmt						
	NBT	NBRWBLn1	SBT			
Capacity (veh/h)	-	-	159	-		
HCM Lane V/C Ratio	-	-	0.103	-		
HCM Control Delay (s)	-	-	30.2	-		
HCM Lane LOS	-	-	D	-		
HCM 95th %tile Q(veh)	-	-	0.3	-		

Existing + Project - PM Peak Hour 03/12/2020

Synchro 10 Report
 Page 3



HCM 6th TWSC
 5: Beach Blvd & Driveway 'A'

Synchro cannot analyze four-lane geometry. Therefore, the northbound and southbound approach was analyzed using three-lane geometry and the traffic volume has been adjusted based on the equal average traffic volume per lane.

12/21/2020

Intersection						
Int Delay, s/veh	0.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations		↗	↗↗↗			↗↗↗
Traffic Vol, veh/h	0	15	2256	28	0	1700
Future Vol, veh/h	0	15	2256	28	0	1700
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	16	2452	30	0	1848

Major/Minor	Minor1	Major1	Major2
Conflicting Flow All	- 1241	0	0
Stage 1	- -	- -	- -
Stage 2	- -	- -	- -
Critical Hdwy	- 7.14	- -	- -
Critical Hdwy Stg 1	- -	- -	- -
Critical Hdwy Stg 2	- -	- -	- -
Follow-up Hdwy	- 3.92	- -	- -
Pot Cap-1 Maneuver	0 143	- -	0 -
Stage 1	0 -	- -	0 -
Stage 2	0 -	- -	0 -
Platoon blocked, %	-	- -	- -
Mov Cap-1 Maneuver	- 143	- -	- -
Mov Cap-2 Maneuver	- -	- -	- -
Stage 1	- -	- -	- -
Stage 2	- -	- -	- -

Approach	WB	NB	SB
HCM Control Delay, s	33.4	0	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBT
Capacity (veh/h)	-	- 143	-
HCM Lane V/C Ratio	-	- 0.114	-
HCM Control Delay (s)	-	- 33.4	-
HCM Lane LOS	-	- D	-
HCM 95th %tile Q(veh)	-	- 0.4	-



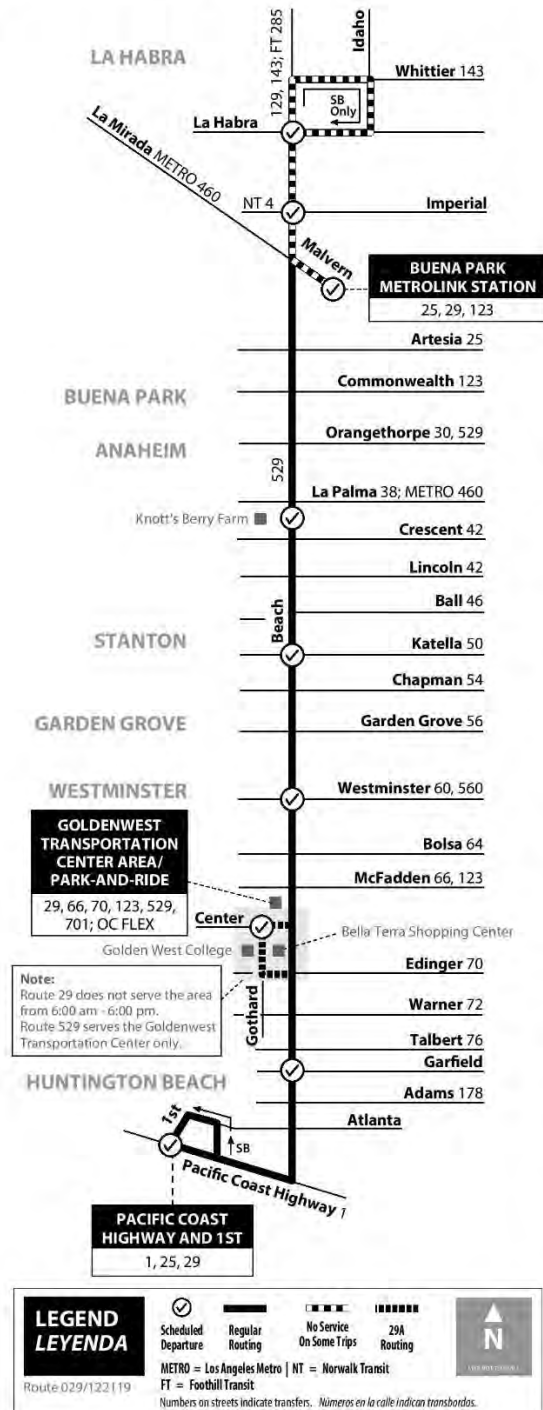
APPENDIX E BUS SCHEDULE



29/A

La Habra to Huntington Beach via Beach Blvd

NOTE: TAP card only accepted from La Palma to Malvern.
NOTA: Tarjeta TAP sólo aceptada de La Palma a Malvern.



Monday-Friday NORTHBOUND To: La Habra

	Pacific Coast Hwy & 1st	Beach & Garfield	Center & Gothard	Beach & Westminster	Beach & Katella	Knott's Berry Farm	Buena Park Metrolink Station	Beach & Imperial	Beach & La Habra
A	4:11	4:18	.....	4:35	4:45	4:54	.....	5:10	5:14
	4:46	4:53	5:05	5:15	5:25	5:34	5:49	.....	.....
	5:28	5:36	.....	5:55	6:06	6:18	.....	6:36	6:41
A	5:42	5:53	6:08	6:15	6:26	6:39	6:54	.....	.....
A	6:00	6:10	6:25	6:35	6:47	6:59	7:14	.....	.....
A	6:20	6:30	6:45	6:55	7:07	7:19	7:34	.....	.....
	6:46	6:56	.....	7:15	7:27	7:39	.....	7:58	8:04
A	7:10	7:20	7:35	7:45	7:57	8:09	8:24	.....	.....
	7:43	7:53	.....	8:15	8:28	8:41	.....	9:01	9:06
A	8:06	8:16	8:33	8:45	8:59	9:12	9:29	.....	.....
	8:42	8:52	.....	9:15	9:29	9:42	.....	10:02	10:07
A	8:58	9:09	9:30	9:45	9:58	10:11	10:28	.....	.....
	9:26	9:37	.....	10:05	10:18	10:31	.....	10:52	10:58
A	9:41	9:52	10:13	10:26	10:39	10:52	11:07	.....	.....
	10:08	10:19	.....	10:45	10:58	11:11	.....	11:31	11:36
A	10:18	10:29	10:50	11:03	11:16	11:29	11:44	.....	.....
	10:44	10:56	.....	11:23	11:36	11:50	.....	12:13	12:20
A	10:55	11:07	11:30	11:42	11:55	12:09	12:24	.....	.....
	11:20	11:32	.....	12:01	12:16	12:30	.....	12:50	12:57
A	11:29	11:41	12:04	12:19	12:34	12:48	1:05	.....	.....
	11:58	12:10	.....	12:39	12:54	1:08	.....	1:28	1:35
A	12:08	12:20	12:43	12:58	1:13	1:27	1:44	.....	.....
	12:38	12:50	.....	1:19	1:34	1:48	.....	2:08	2:15
A	12:49	1:01	1:24	1:39	1:54	2:08	2:25	.....	.....
	1:16	1:29	.....	1:59	2:14	2:28	.....	2:49	2:57
A	1:27	1:40	2:04	2:19	2:34	2:48	3:04	.....	.....
	1:57	2:10	.....	2:40	2:55	3:09	.....	3:30	3:38
A	2:08	2:20	2:44	2:59	3:15	3:28	3:42	.....	.....
	2:37	2:49	.....	3:19	3:35	3:48	.....	4:08	4:15
A	2:50	3:02	3:25	3:39	3:55	4:07	4:22	.....	.....
	3:18	3:30	.....	3:59	4:15	4:27	.....	4:47	4:54
A	3:28	3:41	4:04	4:18	4:33	4:46	5:03	.....	.....
	3:56	4:10	.....	4:37	4:52	5:04	.....	5:25	5:31
A	4:02	4:12	4:34	4:47	5:02	5:14	5:30	.....	.....
	4:08	4:22	4:44	4:57	5:12	5:24	5:40	.....	.....
A	4:17	4:31	4:53	5:07	5:22	5:34	5:50	.....	.....
	4:36	4:50	.....	5:17	5:32	5:44	.....	6:05	6:11
A	4:43	4:57	5:23	5:37	5:51	6:03	6:21	.....	.....
	5:15	5:29	.....	5:57	6:11	6:23	.....	6:44	6:50
A	5:26	5:41	6:05	6:17	6:30	6:43	7:01	.....	.....
	5:58	6:13	.....	6:39	6:52	7:04	.....	7:24	7:31
A	6:17	6:30	6:50	7:02	7:15	7:25	7:40	.....	.....
	6:57	7:08	.....	7:33	7:46	7:56	.....	8:12	8:19
A	7:19	7:30	7:50	8:02	8:15	8:25	8:40	.....	.....
	7:55	8:06	.....	8:31	8:44	8:54	.....	9:10	9:17
A	8:18	8:29	8:49	9:01	9:14	9:24	9:39	.....	.....
	8:55	9:06	.....	9:31	9:44	9:54	.....	10:10	10:17
A	9:22	9:33	9:50	10:01	10:13	10:24	10:39	.....	.....
	9:58	10:09	.....	10:31	10:43	10:54	.....	11:10	11:16
A	10:25	10:36	10:51	11:01	11:13	11:23	11:38	.....	.....
	11:00	11:11	.....	11:31	11:43	11:53	.....	12:09	12:15
A	11:25	11:36	11:51	12:01	12:13	12:23	12:38	.....	.....
	12:00	12:11	.....	12:31	12:43	12:53	.....	1:09	1:15

A = These trips serve the Goldenwest Transportation Center.

Estos viajes se detienen en el Centro de Transporte Goldenwest.

Effective October 11, 2020 | www.octa.net



La Habra to Huntington Beach
via Beach Blvd

29/A

Monday-Friday

SOUTHBOUND To: Huntington Beach

	Buena Park Metrolink Station	Beach & La Habra	Beach & Imperial	Knotts Berry Farm	Beach & Katella	Beach & Westminster	Gothard & Center	Beach & Garfield	Pacific Coast Hwy & 1st
A		4:30	4:39	4:55	5:04	5:14	5:29	5:41	
	5:22	5:30	5:39	5:55	6:04	6:14	6:29	6:41	
A		5:43	5:53	6:11	6:22	6:34	6:49	7:06	
	6:17	6:26	6:35	6:51	7:02	7:14	7:29	7:41	
A		6:37	6:47	7:05	7:16	7:28	7:43	7:55	
	6:49	6:58	7:07	7:23	7:34	7:46	7:61	7:73	
A		7:39	7:49	8:07	8:18	8:30	8:45	8:57	
	8:36	8:45	8:54	9:10	9:21	9:33	9:48	10:00	
A		9:24	9:34	9:52	10:03	10:15	10:30	10:42	
	10:01	10:10	10:19	10:35	10:46	10:58	11:13	11:25	
A		10:40	10:50	11:08	11:19	11:31	11:46	11:58	
	10:41	10:50	10:59	11:15	11:26	11:38	11:53	12:05	
A		11:20	11:30	11:48	11:59	12:11	12:26	12:38	
	11:56	12:05	12:14	12:30	12:41	12:53	13:08	13:20	
A		12:37	12:47	13:05	13:16	13:28	13:43	13:55	
	1:17	1:26	1:35	1:51	2:02	2:14	2:29	2:41	
A		1:56	2:06	2:24	2:35	2:47	2:62	2:74	
	2:37	2:46	2:55	3:11	3:22	3:34	3:49	4:01	
A		3:08	3:18	3:36	3:47	3:59	4:14	4:26	
	3:28	3:37	3:46	4:02	4:13	4:25	4:40	4:52	
A		3:58	4:08	4:26	4:37	4:49	5:04	5:16	
	4:35	4:44	4:53	5:09	5:20	5:32	5:47	5:59	
A		5:15	5:25	5:43	5:54	6:06	6:21	6:33	
	5:57	6:06	6:15	6:31	6:42	6:54	7:09	7:21	
A		6:37	6:47	7:05	7:16	7:28	7:43	7:55	
	7:28	7:37	7:46	8:02	8:13	8:25	8:40	8:52	
A		8:28	8:38	8:56	9:07	9:19	9:34	9:46	
	9:31	9:40	9:49	10:05	10:16	10:28	10:43	10:55	
A		10:29	10:39	10:57	11:08	11:20	11:35	11:47	
	11:34	11:43	11:52	12:08	12:19	12:31	12:46	12:58	
A		11:51	12:01	12:19	12:30	12:42	12:57	13:09	

Saturday

NORTHBOUND To: La Habra

	Pacific Coast Hwy & 1st	Beach & Garfield	Center & Gothard	Beach & Westminster	Beach & Katella	Knotts Berry Farm	Buena Park Metrolink Station	Beach & Imperial	Beach & La Habra
A	4:11	4:18	4:27	4:35	4:45	4:54	5:03	5:10	5:14
	4:46	4:53	5:02	5:10	5:20	5:29	5:38	5:45	5:49
A	5:28	5:36	5:45	5:53	6:03	6:12	6:21	6:28	6:32
	6:00	6:07	6:16	6:24	6:34	6:43	6:52	6:59	7:03
A	6:46	6:54	7:03	7:11	7:21	7:30	7:39	7:46	7:50
	7:10	7:17	7:26	7:34	7:44	7:53	8:02	8:09	8:13
A	7:43	7:51	8:00	8:08	8:18	8:27	8:36	8:43	8:47
	8:06	8:14	8:23	8:31	8:41	8:50	8:59	9:06	9:10
A	8:42	8:50	8:59	9:07	9:17	9:26	9:35	9:42	9:46
	9:26	9:34	9:43	9:51	10:01	10:10	10:19	10:26	10:30
A	9:41	9:49	9:58	10:06	10:16	10:25	10:34	10:41	10:45
	10:08	10:16	10:25	10:33	10:43	10:52	11:01	11:08	11:12
A	10:18	10:26	10:35	10:43	10:53	11:02	11:11	11:18	11:22
	10:44	10:52	11:01	11:09	11:19	11:28	11:37	11:44	11:48
A	10:55	11:03	11:12	11:20	11:30	11:39	11:48	11:55	12:00
	11:20	11:28	11:37	11:45	11:55	12:04	12:13	12:20	12:24
A	11:29	11:37	11:46	11:54	12:04	12:13	12:22	12:29	12:33
	11:58	12:06	12:15	12:23	12:33	12:42	12:51	12:58	13:02
A	12:08	12:16	12:25	12:33	12:43	12:52	13:01	13:08	13:12
	12:38	12:46	12:55	13:03	13:13	13:22	13:31	13:38	13:42
A	12:49	12:57	13:06	13:14	13:24	13:33	13:42	13:49	13:53
	1:16	1:24	1:33	1:41	1:51	2:00	2:09	2:16	2:20
A	1:27	1:35	1:44	1:52	2:02	2:11	2:20	2:27	2:31
	1:57	2:05	2:14	2:22	2:32	2:41	2:50	2:57	3:01
A	2:08	2:16	2:25	2:33	2:43	2:52	3:01	3:08	3:12
	2:37	2:45	2:54	3:02	3:12	3:21	3:30	3:37	3:41
A	2:50	2:58	3:07	3:15	3:25	3:34	3:43	3:50	3:54
	3:18	3:26	3:35	3:43	3:53	4:02	4:11	4:18	4:22
A	3:28	3:36	3:45	3:53	4:03	4:12	4:21	4:28	4:32
	3:56	4:04	4:13	4:21	4:31	4:40	4:49	4:56	5:00
A	4:08	4:16	4:25	4:33	4:43	4:52	5:01	5:08	5:12
	4:36	4:44	4:53	5:01	5:11	5:20	5:29	5:36	5:40
A	4:43	4:51	5:00	5:08	5:18	5:27	5:36	5:43	5:47
	5:15	5:23	5:32	5:40	5:50	5:59	6:08	6:15	6:19
A	5:26	5:34	5:43	5:51	6:01	6:10	6:19	6:26	6:30
	5:58	6:06	6:15	6:23	6:33	6:42	6:51	6:58	7:02
A	6:17	6:25	6:34	6:42	6:52	7:01	7:10	7:17	7:21
	6:57	7:05	7:14	7:22	7:32	7:41	7:50	7:57	8:01
A	7:19	7:27	7:36	7:44	7:54	8:03	8:12	8:19	8:23
	7:55	8:03	8:12	8:20	8:30	8:39	8:48	8:55	8:59
A	8:18	8:26	8:35	8:43	8:53	9:02	9:11	9:18	9:22
	8:55	9:03	9:12	9:20	9:30	9:39	9:48	9:55	9:59
A	9:22	9:30	9:39	9:47	9:57	10:06	10:15	10:22	10:26
	9:58	10:06	10:15	10:23	10:33	10:42	10:51	10:58	11:02
A	10:25	10:33	10:42	10:50	11:00	11:09	11:18	11:25	11:29
	11:00	11:08	11:17	11:25	11:35	11:44	11:53	12:00	12:04
A	11:25	11:33	11:42	11:50	12:00	12:09	12:18	12:25	12:29
	12:00	12:08	12:17	12:25	12:35	12:44	12:53	13:00	13:04

A = These trips serve the Goldenwest Transportation Center.
Estos viajes se detienen en el Centro de Transporte Goldenwest.



29/A

La Habra to Huntington Beach via Beach Blvd

NOTE: TAP card only accepted from La Palma to Malvern.
NOTA: Tarjeta TAP sólo aceptada de La Palma a Malvern.

Saturday

SOUTHBOUND To: Huntington Beach

	Beach & La Habra	Beach & Imperial	Buena Park Metrolink Station	Knotts Berry Farm	Beach & Katella	Beach & Westminster	Gothard & Center	Beach & Garfield	Pacific Coast Hwy & 1st
A	4:30	4:39	*****	4:55	5:04	5:14	*****	5:29	5:41
A			5:22	5:35	5:44	5:54	6:01	6:14	6:26
A	5:43	5:53	*****	6:11	6:22	6:34	*****	6:53	7:06
A			6:37	6:51	7:02	7:14	7:23	7:38	7:51
A	6:53	7:06	*****	7:29	7:40	7:55	*****	8:16	8:30
A			7:39	7:58	8:09	8:24	8:35	8:50	9:04
A	7:46	7:59	*****	8:22	8:36	8:52	*****	9:14	9:29
A			8:36	8:55	9:08	9:23	9:34	9:50	10:06
A	8:46	8:59	*****	9:22	9:35	9:50	*****	10:11	10:27
A			9:24	9:43	9:56	10:10	10:21	10:37	10:50
A	9:24	9:37	*****	10:01	10:15	10:30	*****	10:53	11:07
A			10:01	10:21	10:35	10:50	11:01	11:20	11:34
A	10:03	10:17	*****	10:42	10:55	11:10	*****	11:36	11:52
A			10:40	11:00	11:15	11:30	11:42	12:08	12:23
A	10:41	10:55	*****	11:20	11:35	11:50	*****	12:19	12:34
A			11:20	11:40	11:55	12:10	12:22	12:48	1:03
A	11:21	11:35	*****	12:00	12:15	12:30	*****	12:59	1:14
A			11:56	12:16	12:32	12:48	1:02	1:28	1:45
A	11:58	12:13	*****	12:40	12:55	1:10	*****	1:39	1:53
A			12:37	1:00	1:14	1:30	1:42	2:05	2:20
A	12:38	12:53	*****	1:20	1:34	1:50	*****	2:17	2:32
A			1:17	1:40	1:54	2:10	2:22	2:45	3:00
A	1:17	1:32	*****	1:59	2:14	2:30	*****	2:58	3:15
A			1:56	2:19	2:34	2:50	3:02	3:26	3:43
A	2:00	2:14	*****	2:40	2:55	3:10	*****	3:37	3:53
A			2:37	2:59	3:14	3:29	3:41	4:04	4:20
A	2:40	2:54	*****	3:20	3:33	3:48	*****	4:12	4:28
A			3:18	3:39	3:52	4:07	4:18	4:38	4:54
A	3:18	3:32	*****	3:58	4:11	4:26	*****	4:50	5:06
A			3:58	4:19	4:32	4:45	4:55	5:13	5:30
A	3:58	4:12	*****	4:38	4:51	5:04	*****	5:26	5:43
A			4:35	4:55	5:09	5:22	5:32	5:48	6:03
A	4:37	4:50	*****	5:15	5:29	5:42	*****	6:03	6:18
A			5:15	5:35	5:49	6:02	6:12	6:28	6:43
A	5:16	5:29	*****	5:55	6:09	6:22	*****	6:43	6:56
A			5:57	6:15	6:29	6:42	6:52	7:09	7:22
A	5:56	6:09	*****	6:35	6:49	7:02	*****	7:23	7:36
A			6:37	6:55	7:09	7:22	7:32	7:49	8:02
A	6:36	6:49	*****	7:15	7:29	7:42	*****	8:03	8:16
A			7:28	7:45	7:59	8:12	8:22	8:37	8:50
A	7:38	7:51	*****	8:15	8:29	8:42	*****	9:02	9:15
A			8:28	8:45	8:59	9:12	9:22	9:37	9:50
A	8:44	8:56	*****	9:18	9:30	9:42	*****	10:00	10:12
A			9:31	9:48	10:00	10:12	10:21	10:35	10:47
A	9:44	9:56	*****	10:18	10:30	10:42	*****	11:00	11:12
A			10:29	10:46	10:58	11:10	11:19	11:33	11:45
A	10:44	10:56	*****	11:18	11:30	11:42	*****	12:00	12:12
A			11:34	11:51	12:02	12:12	12:20	12:33	12:44
A	11:51	12:02	*****	12:21	12:32	12:42	*****	12:58	1:09

Sunday & Holiday

NORTHBOUND To: La Habra

	Pacific Coast Hwy & 1st	Beach & Garfield	Center & Gothard	Beach & Westminster	Beach & Katella	Knotts Berry Farm	Buena Park Metrolink Station	Beach & Imperial	Beach & La Habra
A	5:11	5:20	*****	5:37	5:47	5:58	*****	6:14	6:19
A	5:45	5:54	6:08	6:17	6:27	6:38	6:52	*****	7:44
A	6:30	6:40	*****	6:57	7:08	7:21	*****	7:38	7:44
A	6:57	7:08	7:24	7:37	7:49	8:02	8:16	*****	8:55
A	7:34	7:45	*****	8:07	8:19	8:32	*****	8:50	8:55
A	8:04	8:15	8:31	8:44	8:56	9:09	9:23	*****	9:57
A	8:41	8:52	*****	9:14	9:26	9:39	*****	9:57	10:02
A	8:53	9:04	9:20	9:33	9:45	9:58	10:12	*****	10:40
A	9:19	9:30	*****	9:52	10:04	10:17	*****	10:35	10:40
A	9:29	9:41	9:58	10:11	10:24	10:36	10:51	*****	11:26
A	9:48	10:00	*****	10:32	10:45	10:57	*****	11:19	11:26
A	10:10	10:22	10:39	10:52	11:05	11:17	11:32	*****	12:06
A	10:28	10:40	*****	11:12	11:25	11:37	*****	11:59	12:06
A	10:49	11:01	11:18	11:31	11:44	11:56	12:11	*****	12:46
A	11:08	11:20	*****	11:52	12:05	12:17	*****	12:39	12:46
A	11:31	11:43	12:00	12:13	12:26	12:38	12:53	*****	1:27
A	11:47	12:00	*****	12:32	12:45	12:57	*****	1:20	1:27
A	12:05	12:18	12:37	12:51	1:04	1:16	1:34	*****	2:07
A	12:27	12:40	*****	1:12	1:25	1:37	*****	2:00	2:07
A	12:47	1:00	1:19	1:33	1:46	1:58	2:16	*****	2:48
A	1:08	1:21	*****	1:53	2:06	2:18	*****	2:41	2:48
A	1:27	1:40	1:59	2:13	2:26	2:38	2:56	*****	3:28
A	1:48	2:01	*****	2:33	2:46	2:58	*****	3:21	3:28
A	2:08	2:21	2:40	2:54	3:07	3:19	3:37	*****	4:08
A	2:28	2:41	*****	3:13	3:26	3:38	*****	4:01	4:08
A	2:51	3:03	3:20	3:33	3:46	3:56	4:14	*****	4:43
A	3:09	3:21	*****	3:53	4:06	4:16	*****	4:36	4:43
A	3:31	3:43	4:00	4:13	4:26	4:36	4:54	*****	5:23
A	3:49	4:01	*****	4:33	4:46	4:56	*****	5:16	5:23
A	4:11	4:23	4:40	4:53	5:06	5:16	5:34	*****	6:03
A	4:29	4:41	*****	5:13	5:26	5:36	*****	5:56	6:03
A	4:51	5:03	5:20	5:33	5:46	5:56	6:14	*****	6:43
A	5:09	5:21	*****	5:53	6:06	6:16	*****	6:36	6:43
A	5:31	5:43	6:00	6:13	6:26	6:36	6:54	*****	7:23
A	5:49	6:01	*****	6:33	6:46	6:56	*****	7:16	7:23
A	6:11	6:23	6:40	6:53	7:06	7:16	7:34	*****	8:03
A	6:29	6:41	*****	7:13	7:26	7:36	*****	7:56	8:03
A	6:55	7:07	7:24	7:37	7:50	8:00	8:18	*****	8:53
A	7:22	7:35	*****	8:07	8:18	8:26	*****	8:46	8:53
A	7:51	8:04	8:20	8:34	8:45	8:53	9:10	*****	9:46
A	8:29	8:41	*****	9:01	9:13	9:23	*****	9:42	9:46
A	8:50	9:02	9:17	9:28	9:40	9:50	10:06	*****	10:42
A	9:25	9:37	*****	9:57	10:09	10:19	*****	10:38	10:42
A	9:50	10:02	10:17	10:28	10:40	10:50	11:06	*****	11:44
A	10:27	10:39	*****	10:59	11:11	11:21	*****	11:40	11:44
A	10:51	11:03	*****	11:23	11:35	11:45	*****	12:04	12:08

A = These trips serve the Goldenwest Transportation Center.
Estos viajes se detienen en el Centro de Transporte Goldenwest.

Effective October 11, 2020 | www.octa.net



29/A

La Habra to Huntington Beach via Beach Blvd

Sunday & Holiday

SOUTHBOUND To: Huntington Beach

	Beach & La Habra	Beach & Imperial	Buena Park Metrolink Station	Knotts Berry Farm	Beach & Katella	Beach & Westminster	Gothard & Center	Beach & Garfield	Pacific Coast Hwy & 1st
A	5:12	5:21	.....	5:36	5:48	5:58	.....	6:15	6:29
			6:02	6:17	6:29	6:39	6:47	7:01	7:15
	6:30	6:40	.....	6:58	7:10	7:21	.....	7:39	7:53
A			7:22	7:37	7:49	8:00	8:10	8:24	8:38
	7:37	7:47	.....	8:05	8:17	8:28	.....	8:46	9:00
A			8:17	8:33	8:45	8:56	9:06	9:20	9:34
	8:26	8:38	.....	8:59	9:11	9:24	.....	9:45	10:00
A			9:08	9:24	9:36	9:49	9:59	10:16	10:31
	9:11	9:23	.....	9:44	9:56	10:09	.....	10:30	10:45
A			9:48	10:04	10:16	10:29	10:39	10:56	11:11
	9:51	10:03	.....	10:24	10:36	10:49	.....	11:10	11:25
A			10:27	10:42	10:55	11:09	11:20	11:38	11:51
	10:28	10:40	.....	11:02	11:15	11:29	.....	11:51	12:04
A			11:01	11:18	11:32	11:47	11:59	12:20	12:37
	11:03	11:17	.....	11:39	11:53	12:08	.....	12:32	12:49
A			11:42	11:59	12:13	12:28	12:40	1:01	1:18
	11:43	11:57	.....	12:19	12:33	12:48	.....	1:12	1:29
A			12:22	12:39	12:53	1:08	1:20	1:41	1:58
	12:25	12:39	.....	1:01	1:15	1:30	.....	1:54	2:11
A			1:05	1:22	1:36	1:51	2:03	2:24	2:41
	1:06	1:20	.....	1:42	1:56	2:11	.....	2:35	2:52
A			1:45	2:02	2:16	2:31	2:43	3:04	3:21
	1:46	2:00	.....	2:22	2:36	2:51	.....	3:15	3:32
A			2:25	2:42	2:56	3:11	3:23	3:44	4:01
	2:26	2:40	.....	3:02	3:16	3:31	.....	3:55	4:12
A			3:05	3:22	3:36	3:51	4:03	4:24	4:41
	3:09	3:23	.....	3:45	3:58	4:11	.....	4:33	4:48
A			3:47	4:05	4:18	4:31	4:42	5:00	5:15
	3:48	4:02	.....	4:24	4:37	4:50	.....	5:12	5:27
A			4:25	4:43	4:56	5:09	5:20	5:38	5:53
	4:27	4:41	.....	5:03	5:16	5:29	.....	5:51	6:06
A			5:10	5:27	5:38	5:49	5:59	6:15	6:29
	5:14	5:27	.....	5:47	5:58	6:09	.....	6:29	6:43
A			5:49	6:06	6:17	6:28	6:38	6:54	7:08
	5:54	6:07	.....	6:27	6:38	6:49	.....	7:09	7:23
A			6:30	6:47	6:58	7:09	7:19	7:35	7:49
	6:34	6:47	.....	7:07	7:18	7:29	.....	7:49	8:03
A			7:10	7:27	7:38	7:49	7:59	8:15	8:29
	7:24	7:37	.....	7:57	8:08	8:19	.....	8:39	8:53
A			8:10	8:27	8:38	8:49	8:59	9:15	9:29
	8:26	8:37	.....	8:57	9:09	9:19	.....	9:35	9:49
A			9:12	9:27	9:39	9:49	9:58	10:10	10:24
	9:26	9:37	.....	9:57	10:09	10:19	.....	10:35	10:49
A			10:17	10:32	10:44	10:54	11:03	11:15	11:29
	10:31	10:42	.....	11:02	11:14	11:24	.....	11:40	11:54
	11:06	11:17	.....	11:37	11:49	11:59	.....	12:15	12:29

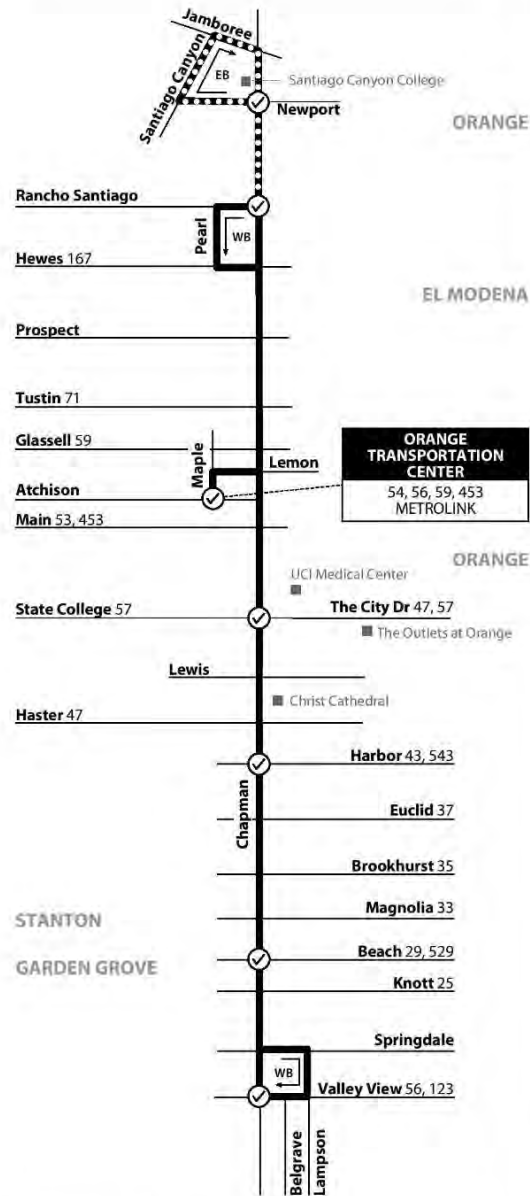
A = These trips serve the Goldenwest Transportation Center.
Estos viajes se detienen en el Centro de Transporte Goldenwest.



NOTE: This route does not operate east of Rancho Santiago St. on Sundays.
NOTA: Esta ruta no opera al este de Rancho Santiago St. los domingos.

Garden Grove to Orange
via Chapman Ave

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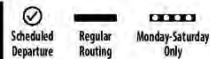
Monday-Friday
EASTBOUND To: Orange

Chapman & Valley View	Chapman & Beach	Chapman & Brookhurst	Chapman & Harbor	Chapman & City Drive	Orange Transportation Center	Chapman & Rancho Santiago	Santiago Canyon College
6:15	6:22	6:30	6:39	6:46	6:57	7:13	7:23
6:45	6:52	7:00	7:09	7:16	7:27	7:43	7:53
7:15	7:22	7:30	7:39	7:46	7:57	8:13	8:23
7:45	7:52	8:00	8:09	8:16	8:27	8:43	8:53
8:15	8:22	8:30	8:39	8:46	8:57	9:13	9:23
8:45	8:52	9:00	9:09	9:16	9:27	9:43	9:53
9:14	9:21	9:29	9:39	9:46	9:59	10:16	10:26
9:44	9:51	9:59	10:09	10:16	10:29	10:46	10:56
10:11	10:19	10:27	10:39	10:47	10:59	11:16	11:26
10:41	10:49	10:57	11:09	11:17	11:29	11:46	11:56
11:11	11:19	11:27	11:39	11:47	11:59	12:16	12:26
11:41	11:49	11:57	12:09	12:17	12:29	12:46	12:56
12:11	12:19	12:27	12:39	12:47	12:59	1:16	1:26
12:40	12:49	12:58	1:09	1:17	1:29	1:48	1:58
1:10	1:19	1:28	1:39	1:47	1:59	2:18	2:28
1:40	1:49	1:58	2:09	2:17	2:29	2:48	2:58
2:10	2:19	2:28	2:39	2:47	2:59	3:18	3:28
2:40	2:49	2:58	3:09	3:17	3:29	3:48	3:58
			3:25	3:33	3:46		
3:10	3:19	3:28	3:39	3:47	3:59	4:18	4:28
			3:55	4:03	4:16		
3:40	3:49	3:58	4:09	4:17	4:29	4:48	4:58
4:11	4:20	4:28	4:39	4:47	4:57	5:14	5:24
			4:44	4:52	5:04		
4:41	4:50	4:58	5:09	5:17	5:27	5:44	5:54
5:12	5:20	5:28	5:39	5:47	5:58	6:15	6:24
5:42	5:50	5:58	6:09	6:17	6:28	6:45	6:54
6:12	6:20	6:28	6:39	6:47	6:58	7:15	7:24
6:45	6:52	6:59	7:09	7:16	7:27	7:42	7:50
7:15	7:22	7:29	7:39	7:46	7:57	8:12	8:20
7:45	7:52	7:59	8:09	8:16	8:27	8:42	8:50
8:15	8:22	8:29	8:39	8:46	8:57	9:12	9:20
9:00	9:07	9:14	9:24	9:31	9:42	9:57	10:05

SERVICE TO / SERVICIO A

El Modena	Stanton
Orange	Garden Grove
- El Modena High School	- Christ Cathedral
- Santiago Canyon College	- Garden Grove Resort District
- Orange Public Library	- Izaak Walton Intermediate School
- Orange Civic Center	- Dr. Walter C. Ralston Intermediate School
- Orange Transportation Center (Metrolink)	- Alamitos Intermediate School
- The Plaza	- Garden Grove Promenade
- The Outlets at Orange	- Chapman Library
- UCI Medical Center	- Garden Grove West Library
- Lamoreaux Justice Center	- Pacifica High School
- Portola Middle School	- Hilton D. Bell Intermediate School

LEGEND
LEYENDA



Route 054/111519
METRO = Los Angeles Metro | RTA = Riverside Transit Agency
LBT = Long Beach Transit | ART = Anaheim Resort Transit
Numbers on streets indicate transfers. / Números en la calle indican transbordos.



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Garden Grove to Orange via Chapman Ave

NOTE: This route does not operate east of Rancho Santiago St. on Sundays.
NOTA: Esta ruta no opera al este de Rancho Santiago St. los domingos.

Monday-Friday

WESTBOUND To: Garden Grove

Santiago Canyon College	Chapman & Rancho Santiago	Orange Transportation Center	Chapman & City Drive	Chapman & Harbor	Chapman & Brookhurst	Chapman & Beach	Chapman & Valley View
6:00	6:05	6:22	6:32	6:38	6:45	6:51	7:00
6:16	6:22	6:40	6:51	6:58	7:08	7:16	7:27
6:46	6:52	7:10	7:21	7:28	7:38	7:46	7:57
7:16	7:22	7:40	7:51	7:58	8:08	8:16	8:27
7:46	7:52	8:10	8:21	8:28	8:38	8:46	8:57
8:16	8:22	8:40	8:51	8:58	9:08	9:16	9:27
8:46	8:52	9:10	9:21	9:28	9:38	9:46	9:57
9:12	9:18	9:38	9:50	9:58	10:08	10:17	10:28
9:42	9:48	10:08	10:20	10:28	10:38	10:47	10:58
10:12	10:18	10:38	10:50	10:58	11:08	11:17	11:28
10:42	10:48	11:08	11:20	11:28	11:38	11:47	11:58
11:12	11:18	11:38	11:50	11:58	12:08	12:17	12:28
11:42	11:48	12:08	12:20	12:28	12:38	12:47	12:58
12:12	12:18	12:38	12:50	12:58	1:08	1:17	1:28
12:41	12:47	1:07	1:19	1:28	1:38	1:48	1:59
1:11	1:17	1:37	1:49	1:58	2:08	2:18	2:29
1:41	1:47	2:07	2:19	2:28	2:38	2:48	2:59
2:11	2:17	2:37	2:49	2:58	3:08	3:18	3:29
2:41	2:47	3:07	3:19	3:28	3:38	3:48	3:59
3:10	3:17	3:36	3:49	3:58	4:09	4:18	4:28
3:40	3:47	4:06	4:19	4:28	4:39	4:48	4:58
4:10	4:17	4:36	4:49	4:58	5:09	5:18	5:28
4:40	4:47	5:06	5:19	5:28	5:39	5:48	5:58
5:10	5:17	5:36	5:49	5:58	6:09	6:18	6:28
5:45	5:51	6:09	6:21	6:28	6:38	6:47	6:57
6:15	6:21	6:39	6:51	6:58	7:08	7:17	7:27
6:45	6:51	7:09	7:21	7:28	7:38	7:47	7:57
7:15	7:21	7:39	7:51	7:58	8:08	8:17	8:27
7:45	7:51	8:09	8:21	8:28	8:38	8:47	8:57
8:30	8:36	8:54	9:06	9:13	9:23	9:32	9:42

Saturday

EASTBOUND To: Orange

Chapman & Valley View	Chapman & Beach	Chapman & Brookhurst	Chapman & Harbor	Chapman & City Drive	Orange Transportation Center	Chapman & Rancho Santiago	Santiago Canyon College
6:15	6:22	6:30	6:39	6:46	6:57	7:13	7:23
6:45	6:52	7:00	7:09	7:16	7:27	7:43	7:53
7:15	7:22	7:30	7:39	7:46	7:57	8:13	8:23
7:45	7:52	8:00	8:09	8:16	8:27	8:43	8:53
8:15	8:22	8:30	8:39	8:46	8:57	9:13	9:23
8:45	8:52	9:00	9:09	9:16	9:27	9:43	9:53
9:14	9:21	9:29	9:39	9:46	9:59	10:16	10:26
9:44	9:51	9:59	10:09	10:16	10:29	10:46	10:56
10:11	10:19	10:27	10:39	10:47	10:59	11:16	11:26
10:41	10:49	10:57	11:09	11:17	11:29	11:46	11:56
11:11	11:19	11:27	11:39	11:47	11:59	12:16	12:26
11:41	11:49	11:57	12:09	12:17	12:29	12:46	12:56
12:11	12:19	12:27	12:39	12:47	12:59	1:16	1:26
12:40	12:49	12:58	1:09	1:17	1:29	1:48	1:58
1:10	1:19	1:28	1:39	1:47	1:59	2:18	2:28
1:40	1:49	1:58	2:09	2:17	2:29	2:48	2:58
2:10	2:19	2:28	2:39	2:47	2:59	3:18	3:28
2:40	2:49	2:58	3:09	3:17	3:29	3:48	3:58
3:10	3:19	3:28	3:39	3:47	3:59	4:18	4:28
3:40	3:49	3:58	4:09	4:17	4:29	4:48	4:58
4:11	4:20	4:28	4:39	4:47	4:57	5:14	5:24
4:41	4:50	4:58	5:09	5:17	5:27	5:44	5:54
5:12	5:20	5:28	5:39	5:47	5:58	6:15	6:24
5:42	5:50	5:58	6:09	6:17	6:28	6:45	6:54
6:12	6:20	6:28	6:39	6:47	6:58	7:15	7:24
6:45	6:52	6:59	7:09	7:16	7:27	7:42	7:50
7:15	7:22	7:29	7:39	7:46	7:57	8:12	8:20
7:45	7:52	7:59	8:09	8:16	8:27	8:42	8:50
8:15	8:22	8:29	8:39	8:46	8:57	9:12	9:20
9:00	9:07	9:14	9:24	9:31	9:42	9:57	10:05



NOTE: This route does not operate east of Rancho Santiago St. on Sundays.
NOTA: Esta ruta no opera al este de Rancho Santiago St. los domingos.

Garden Grove to Orange
via Chapman Ave

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Saturday

WESTBOUND To: Garden Grove

Santiago Canyon College	Chapman & Rancho Santiago	Orange Transportation Center	Chapman & City Drive	Chapman & Harbor	Chapman & Brookhurst	Chapman & Beach	Chapman & Valley View
6:00	6:05	6:22	6:32	6:38	6:45	6:51	7:00
6:16	6:22	6:40	6:51	6:58	7:08	7:16	7:27
6:46	6:52	7:10	7:21	7:28	7:38	7:46	7:57
7:16	7:22	7:40	7:51	7:58	8:08	8:16	8:27
7:46	7:52	8:10	8:21	8:28	8:38	8:46	8:57
8:16	8:22	8:40	8:51	8:58	9:08	9:16	9:27
8:46	8:52	9:10	9:21	9:28	9:38	9:46	9:57
9:12	9:18	9:38	9:50	9:58	10:08	10:17	10:28
9:42	9:48	10:08	10:20	10:28	10:38	10:47	10:58
10:12	10:18	10:38	10:50	10:58	11:08	11:17	11:28
10:42	10:48	11:08	11:20	11:28	11:38	11:47	11:58
11:12	11:18	11:38	11:50	11:58	12:08	12:17	12:28
11:42	11:48	12:08	12:20	12:28	12:38	12:47	12:58
12:12	12:18	12:38	12:50	12:58	1:08	1:17	1:28
12:41	12:47	1:07	1:19	1:28	1:38	1:48	1:59
1:11	1:17	1:37	1:49	1:58	2:08	2:18	2:29
1:41	1:47	2:07	2:19	2:28	2:38	2:48	2:59
2:11	2:17	2:37	2:49	2:58	3:08	3:18	3:29
2:41	2:47	3:07	3:19	3:28	3:38	3:48	3:59
3:10	3:17	3:36	3:49	3:58	4:09	4:18	4:28
3:40	3:47	4:06	4:19	4:28	4:39	4:48	4:58
4:10	4:17	4:36	4:49	4:58	5:09	5:18	5:28
4:40	4:47	5:06	5:19	5:28	5:39	5:48	5:58
5:10	5:17	5:36	5:49	5:58	6:09	6:18	6:28
5:45	5:51	6:09	6:21	6:28	6:38	6:47	6:57
6:15	6:21	6:39	6:51	6:58	7:08	7:17	7:27
6:45	6:51	7:09	7:21	7:28	7:38	7:47	7:57
7:15	7:21	7:39	7:51	7:58	8:08	8:17	8:27
7:45	7:51	8:09	8:21	8:28	8:38	8:47	8:57
8:30	8:36	8:54	9:06	9:13	9:23	9:32	9:42

Sunday & Holiday

EASTBOUND To: Orange

Chapman & Valley View	Chapman & Beach	Chapman & Brookhurst	Chapman & Harbor	Chapman & City Drive	Orange Transportation Center	Rancho Santiago & Chapman
6:57	7:04	7:11	7:21	7:28	7:39	7:51
7:28	7:35	7:42	7:52	7:59	8:10	8:22
7:59	8:06	8:13	8:23	8:30	8:41	8:53
8:23	8:32	8:42	8:54	9:02	9:14	9:28
8:54	9:03	9:13	9:25	9:33	9:45	9:59
9:26	9:35	9:45	9:57	10:05	10:17	10:31
9:57	10:06	10:16	10:28	10:36	10:48	11:02
10:30	10:38	10:47	10:59	11:07	11:19	11:33
11:03	11:11	11:20	11:32	11:40	11:52	12:09
11:34	11:42	11:51	12:03	12:11	12:23	12:40
12:06	12:14	12:23	12:35	12:43	12:55	1:12
12:41	12:49	12:57	1:08	1:16	1:28	1:45
1:10	1:18	1:26	1:37	1:45	1:57	2:14
1:43	1:51	1:59	2:10	2:18	2:30	2:47
2:17	2:25	2:33	2:44	2:52	3:04	3:21
2:49	2:57	3:05	3:16	3:24	3:36	3:52
3:22	3:30	3:38	3:48	3:56	4:07	4:23
3:51	3:59	4:07	4:17	4:25	4:36	4:52
4:24	4:32	4:40	4:50	4:58	5:09	5:25
4:58	5:06	5:14	5:24	5:32	5:43	5:59
5:28	5:35	5:43	5:53	6:00	6:11	6:24
5:59	6:06	6:14	6:24	6:31	6:42	6:55
6:27	6:34	6:42	6:52	6:59	7:10	7:23
6:57	7:04	7:12	7:22	7:29	7:40	7:53
7:31	7:38	7:46	7:56	8:03	8:14	8:27
8:31	8:38	8:46	8:56	9:03	9:14	9:27
9:31	9:38	9:46	9:56	10:03	10:14	10:27

Sunday & Holiday

WESTBOUND To: Garden Grove

Rancho Santiago & Chapman	Orange Transportation Center	Chapman & City Drive	Chapman & Harbor	Chapman & Brookhurst	Chapman & Beach	Chapman & Valley View
6:29	6:45	6:55	7:02	7:10	7:17	7:26
7:06	7:22	7:34	7:42	7:52	8:01	8:11
7:36	7:52	8:04	8:12	8:22	8:31	8:41
8:06	8:22	8:34	8:42	8:52	9:01	9:11
8:37	8:53	9:05	9:13	9:23	9:32	9:42
9:08	9:24	9:36	9:44	9:54	10:03	10:13
9:43	9:59	10:11	10:19	10:29	10:38	10:48
10:14	10:30	10:42	10:50	11:00	11:09	11:19
10:44	11:02	11:14	11:22	11:32	11:41	11:51
11:17	11:35	11:47	11:55	12:05	12:14	12:24
11:48	12:06	12:18	12:26	12:36	12:45	12:55
12:21	12:39	12:51	12:59	1:09	1:18	1:28
12:55	1:13	1:25	1:33	1:43	1:52	2:02
1:28	1:45	1:57	2:05	2:15	2:24	2:34
2:00	2:17	2:29	2:37	2:47	2:57	3:07
2:29	2:46	2:58	3:06	3:16	3:26	3:36
3:02	3:19	3:31	3:39	3:49	3:59	4:09
3:37	3:53	4:05	4:13	4:23	4:32	4:42
4:08	4:24	4:36	4:44	4:54	5:03	5:13
4:39	4:55	5:07	5:15	5:25	5:34	5:44
5:08	5:23	5:35	5:43	5:52	6:01	6:10
5:40	5:55	6:07	6:15	6:24	6:33	6:42
6:14	6:29	6:41	6:49	6:58	7:07	7:16
6:39	6:54	7:06	7:14	7:23	7:32	7:41
7:10	7:25	7:37	7:45	7:54	8:03	8:12
7:38	7:53	8:05	8:13	8:22	8:31	8:40
8:38	8:53	9:05	9:13	9:22	9:31	9:40
9:38	9:53	10:05	10:13	10:22	10:31	10:40

DEPARTMENT OF TRANSPORTATION

DISTRICT 12

1750 EAST 4TH STREET, SUITE 100

SANTA ANA, CA 92705

PHONE (657) 328-6000

FAX (657) 328-6522

TTY 711

www.dot.ca.gov/caltrans-near-me/district12

Making Conservation
a California Way of Life.

Received by
Planning Division
11/18/2021

November 18, 2021

Ms. Estefany Franco
City of Stanton
Community and Economic Development
Department, Planning Division
7800 Katella Avenue
Stanton, CA 90680

File: IGR/CEQA
SCH#: 2021110029
IGR LOG #2021-01824
SR-22 & SR-39

Dear Ms. Franco,

Thank you for including the California Department of Transportation (Caltrans) in the review of the Initial Study and Mitigated Negative Declaration for the Bigsby Townhomes and Orangewood Parkette project. The Applicant (Bonanni Development) proposes to construct a 79-unit townhome residential development on an approximately 3.54-acre site at 12200 Beach Boulevard Assessor Parcel Number 131-422-20, within the Commercial General (C-G) zone with a General Mixed-Use Overlay (GLMX). The proposed project also includes an off-site pocket park (Orangewood Parkette) of approximately 7,600 square feet at the terminus of Orangewood Avenue and Santa Rosalia Street. The proposed project will require approval of (1) Site Plan and Design Review (SPDR)- 811, (2) Conditional Use Permit (CUP) 20-04 for a stand-alone residential project in the Mixed-Use zone; (3) Planned Development Permit (PDP) 20-07 for projects between 51-500 units; (4) Tentative Tract Map (TTM) 20-06 for the subdivision of land for condominium purposes; and (5) Development Agreement (DA) 20-04 for projects requiring a Planned Development Permit. The project site is located on 12200 Beach Boulevard and the Orangewood Parkette at the terminus of Orangewood Avenue and Santa Rosalia Street and the nearest state facilities are SR-22 and SR-39.

The mission of Caltrans is to provide a safe, sustainable, integrated, and efficient transportation system to enhance California's economy and livability. Caltrans is a responsible agency and has the following comments:

Comment C-1

Transportation Planning

1. Stanton's Active Transportation Plan (2021) mentions several proposed Class I multi-use paths that would run adjacent to both project sites. The proposed Class I path along the diagonal flood control channel south of Chapman Ave is directly south of the townhomes project site, while the proposed Class I path on the Rail right of way is just west of the Orangewood Parkette. The project should consider both proposed multi-use paths as these paths can provide future connectivity for nearby residents and park users.
2. Caltrans supports the project's inclusion of bike parking, at the Orangewood Parkette. Bike parking should be installed a minimum of 24" away from walls and other objects (e.g. trash cans, plants, sprinklers, etc.). Also, consider bike racks that can accommodate a range of bicycle styles, sizes, and weights (e.g. cargo bike, electric bike, bike with trailer).
3. For additional guidance on providing functional bike parking, see the attached "Essentials of Bike Parking" guidance created by the Association of Pedestrian and Bicycle Professionals (link to online PDF: <https://www.apbp.org/Publications>).
4. According to 3.17 Transportation Section the proposed project has "Less Than Significant Impact". The project is to develop residential housing, which may increase traffic congestion and number of SOV trips. As Caltrans seeks to promote safe, accessible multimodal transportation, consider including a discussion on potentially improving multimodal transportation (i.e., walking, biking, and transit) options as part of the project development. Providing improved multimodal connections to the project site that can encourage residents to utilize alternative transportation options, thus reducing GHG emissions, congestion, and VMT. This also improves public health. Also, please consider including a discussion on general transportation safety improvements, especially for vulnerable road users such as bicyclists and pedestrians.

Comment C-2

Comment C-3

Comment C-4

Comment C-5

Encroachment Permits

5. Any work performed within Caltrans right-of-way (R/W) will require discretionary review and approval by Caltrans and an encroachment permit will be required for any work within the Caltrans R/W prior to construction. As indicated on page 22 of the Initial Study & Mitigated Negative Declaration, an Encroachment Permit must be obtained for modifications of the Beach Boulevard Driveways within State R/W, which also applies to any other type of work done in State R/W (ie sidewalk, curb & gutter, etc.). If the cost of work within State R/W is below one million dollars, the Encroachment Permit Process will be handled by Caltrans Permit's Branch, otherwise the permit should be authorized through Caltrans Project Delivery Quality Management Assessment Process.
6. Applicant must submit the signed Standard Encroachment Permit application form TR-0100 along with a deposit payable to Caltrans. Deposit amount will be dependent on when the application is submitted. Public corporations are legally exempt from encroachment permit fees. However, contractors working for public corporations are not exempt from fees. Project plans and traffic control plans must be stamped and signed by a licensed engineer. For all plans, please show Caltrans R/W lines, the north arrow, the edge of pavement, and edge of the sidewalk, if applicable, and all plans shall be per Caltrans Standard Plans. When submitting the application, please incorporate Environmental Documentation as needed, relevant design details including design exception approvals, traffic control plans, and any letter of authorizations. For specific details on Caltrans Encroachment Permits procedure, please refer to Caltrans Encroachment Permits Manual. The latest edition of the Manual and all Encroachment Permit updates are available on the website at <https://dot.ca.gov/programs/traffic-operations/ep>
7. Additional information regarding encroachment permits may be obtained by contacting the Caltrans Permits Office at (657) 328-6553. Early coordination with Caltrans is strongly advised for all encroachment permits.

Comment C-6

Comment C-7

Comment C-8

Ms. Estefany Franco
November 18, 2021
Page 4

Please continue to coordinate with Caltrans for any future developments that could potentially impact State transportation facilities. If you have any questions, please do not hesitate to contact Maryam Molavi at Maryam.Molavi@dot.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Shelley", written in a cursive style.

Scott Shelley
Branch Chief,
Local Development/Regional Planning/Transit
Caltrans, District 12

State Agency: Caltrans

Commenter: Scott Shelley Branch Chief, Local Development/Regional Planning/Transit
Caltrans, District 12

Date Letter Received: November 18, 2021

Comment C-1

Thank you for including the California Department of Transportation (Caltrans) in the review of the Initial Study and Mitigated Negative Declaration for the Bigsby Townhomes and Orangewood Parkette project. The Applicant (Bonanni Development) proposes to construct a 79-unit townhome residential development on an approximately 3.54-acre site at 12200 Beach Boulevard Assessor Parcel Number 131-422-20, within the Commercial General (C-G) zone with a General Mixed-Use Overlay (GLMX). The proposed project also includes an off-site pocket park (Orangewood Parkette) of approximately 7,600 square feet at the terminus of Orangewood Avenue and Santa Rosalia Street. The proposed project will require approval of (1) Site Plan and Design Review (SPDR)- 811, (2) Conditional Use Permit (CUP) 20-04 for a stand-alone residential project in the Mixed-Use zone; (3) Planned Development Permit (PDP) 20-07 for projects between 51-500 units; (4) Tentative Tract Map (TTM) 20-06 for the subdivision of land for condominium purposes; and (5) Development Agreement (DA) 20-04 for projects requiring a Planned Development Permit. The project site is located on 12200 Beach Boulevard and the Orangewood Parkette at the terminus of Orangewood Avenue and Santa Rosalia Street and the nearest state facilities are SR-22 and SR-39.

The mission of Caltrans is to provide a safe, sustainable, integrated, and efficient transportation system to enhance California's economy and livability. Caltrans is a responsible agency and has the following comments:

Response C-1

The comment thanks the City of Stanton for the opportunity to review the IS/MND and correctly states information from the project description. No further response is necessary.

Comment C-2

Stanton's Active Transportation Plan (2021) mentions several proposed Class I multi-use paths that would run adjacent to both project sites. The proposed Class I path along the diagonal flood control channel south of Chapman Ave is directly south of the townhomes project site, while the proposed Class I path on the Rail right of way is just west of the Orangewood Parkette. The project should consider both proposed multi-use paths as these paths can provide future connectivity for nearby residents and park users.

Response C-2

As mentioned in the comment the Stanton's Active Transportation Plan has identified several Class 1 multi-use paths which can be used by residents and visitors.

Comment C-3

Caltrans supports the project's inclusion of bike parking, at the Orangewood Parkette. Bike parking should be installed a minimum of 24" away from walls and other objects (e.g. trash cans, plants, sprinklers, etc.). Also, consider bike racks that can accommodate a range of bicycle styles, sizes, and weights (e.g. cargo bike, electric bike, bike with trailer).

Response C-3

The comment is noted for the record.

Comment C-4

For additional guidance on providing functional bike parking, see the attached "Essentials of Bike Parking" guidance created by the Association of Pedestrian and Bicycle Professionals (link to online PDF: <https://www.apbp.org/Publications>).

Response C-4

The comment does not contain questions or comments about the IS/MND. No further response is necessary.

Comment C-5

According to 3.17 Transportation Section the proposed project has "Less Than Significant Impact". The project is to develop residential housing, which may increase traffic congestion and number of SOV trips. As Caltrans seeks to promote safe, accessible multimodal transportation, consider including a discussion on potentially improving multimodal transportation (i.e., walking, biking, and transit) options as part of the project development. Providing improved multimodal connections to the project site that can encourage residents to utilize alternative transportation options, thus reducing GHG emissions, congestion, and VMT. This also improves public health. Also, please consider including a discussion on general transportation safety improvements, especially for vulnerable road users such as bicyclists and pedestrians.

Response C-5

The comment is noted for the record. As set forth in the MND, the Project will have a less than significant impact relating to transportation. The comment broadly notes that residential housing development may increase traffic congestion and SOV trips. Under State CEQA Guidelines section 15064.3, "a project's effect on automobile delay shall not constitute a significant environmental impact." Even though a project's effect on automobile delay is not a significant environmental impact under CEQA, the MND did analyze the project's effect on automobile delay, and the analysis demonstrated that the project would not have a significant effect on automobile delay. Consistent with this conclusion, the comment does not provide any evidence suggesting that this project could result in a significant increase in traffic congestion. The comment also encourages the City to consider including a discussion on potentially improving multimodal transportation (e.g., biking) options as part of the project development, as well as a discussion on general

transportation safety improvements. Neither of these comments present substantial evidence suggesting that the project could potentially have a significant effect on the environment. That said, the project does improve multimodal transportation by encouraging bicycle use, as the Orangewood Parkette includes a bike rack.

Comment C-6

Any work performed within Caltrans right-of-way (R/W) will require discretionary review and approval by Caltrans and an encroachment permit will be required for any work within the Caltrans R/W prior to construction. As indicated on page 22 of the Initial Study & Mitigated Negative Declaration, an Encroachment Permit must be obtained for modifications of the Beach Boulevard Driveways within State R/W, which also applies to any other type of work done in State R/W (ie sidewalk, curb & gutter, etc.). If the cost of work within State R/W is below one million dollars, the Encroachment Permit Process will be handled by Caltrans Permit's Branch, otherwise the permit should be authorized through Caltrans Project Delivery Quality Management Assessment Process.

Response C-6

The project will incorporate a condition requiring that any work performed within Caltrans right-of-way (R/W) will require discretionary review and approval by Caltrans and an encroachment permit will be required for any work within the Caltrans R/W prior to construction work within the Caltrans right-of-way. No further response is necessary.

Comment C-7

Applicant must submit the signed Standard Encroachment Permit application form TR-0100 along with a deposit payable to Caltrans. Deposit amount will be dependent on when the application is submitted. Public corporations are legally exempt from encroachment permit fees. However, contractors working for public corporations are not exempt from fees. Project plans and traffic control plans must be stamped and signed by a licensed engineer. For all plans, please show Caltrans R/W lines, the north arrow, the edge of pavement, and edge of the sidewalk, if applicable, and all plans shall be per Caltrans Standard Plans. When submitting the application, please incorporate Environmental Documentation as needed, relevant design details including design exception approvals, traffic control plans, and any letter of authorizations. For specific details on Caltrans Encroachment Permits procedure, please refer to Caltrans Encroachment Permits Manual. The latest edition of the Manual and all Encroachment Permit updates are available on the website at <https://dot.ca.gov/programs/traffic-operations/ep>

Response C-7

The comment has been noted for the record.

Comment C-8

Additional information regarding encroachment permits may be obtained by contacting the Caltrans Permits Office at (657) 328-6553. Early coordination with Caltrans is strongly advised for all encroachment permits.

Response C-8

The comment has been noted for the record.



ORANGE COUNTY FIRE AUTHORITY

P. O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602-0125

Brian Fennessy, Fire Chief

(714) 573-6000

www.ocfa.org

November 16, 2021

Jennifer Lilley AICP
Community and Economic Development Director
City of Stanton Planning Division
7800 Katella Avenue
Stanton, CA 90680
CommunityDevelopment@ci.stanton.ca.us

Received by
Planning Division
11/16/2021

Subject: Notice of Intent to Adopt a Mitigated Negative Declaration– Bigsby Townhome Project and Orangewood Parkette

Dear Jennifer Lilley:

↑ Comment B-1 ↓ Thank you for the opportunity to review the subject document. The Orange County Fire Authority (OCFA) provides fire protection and emergency medical services response to 23 cities in Orange County and all unincorporated areas. The OCFA operates 77 fire stations throughout Orange County, one (1) within Stanton, which includes the project area. Services include: structural fire protection, emergency medical and rescue services, education and hazardous material response. OCFA also participates in disaster planning as it relates to emergency operations, which includes high occupant areas and school sites and may participate in community disaster drills planned by others. Resources are deployed based upon a regional service delivery system, assigning personnel and equipment to emergency incidents without regard to jurisdictional boundaries.

The following are our comments:

- Comment B-2 • The project is subject to review by the OCFA and current editions of the CBC, CFC and related codes.
- Comment B-3 • A water supply system to supply fire hydrants and automatic fire sprinkler systems is required.
- Comment B-4 • If this project is in a fuel modification zone, it is subject to review by the OCFA, and Guideline C-05.
- Comment B-5 • Fire department access shall be provided all around the buildings and site
- Comment B-6 • Impact: project increases population and can potentially increase workload. All projects are cumulative and OCFA uses a fair share approach to mitigate fire service response impacts and facility/equipment needs.
- Comment B-7 • Mitigation: Participate with the City through developer agreements for future fire facility mitigation.

Thank you for providing us with this information. Please contact me at 714-573-6253 if you have any questions.

Sincerely,

Robert J Distaso PE, Fire Safety Engineer, Planning and Development
robertdistaso@ocfa.org

Agency: Orange County Fire Authority

Commenter: Robert J Distaso, PE, Fire Safety Engineer, Planning and Development

Date Letter Received: November 16, 2021

Comment B-1

Thank you for the opportunity to review the subject document. The Orange County Fire Authority (OCFA) provides fire protection and emergency medical services response to 23 cities in Orange County and all unincorporated areas. The OCFA operates 77 fire stations throughout Orange County, one (1) within Stanton, which includes the project area. Services include: structural fire protection, emergency medical and rescue services, education and hazardous material response. OCFA also participates in disaster planning as it relates to emergency operations, which includes high occupant areas and school sites and may participate in community disaster drills planned by others. Resources are deployed based upon a regional service delivery system, assigning personnel and equipment to emergency incidents without regard to jurisdictional boundaries.

Response B-1

The comment serves as introduction to OCFA's comments and provides general background. No significant environmental issues are raised in the comment.

Comment B-2

The project is subject to review by the OCFA and current editions of the CBC, CFC and related codes.

Response B-2

The City of Stanton appreciates review of the proposed project by OCFA, and the City acknowledges that the project is subject to, and complies with, the regulations set forth in the California Building Code and the California Fire Code. As set forth in the Initial Study/Mitigated Negative Declaration (IS/MND) for the proposed Project, the Project will conform to all fire protection and prevention requirements, including, but not limited to, building setbacks, emergency access, and fire flow. No significant environmental issues are raised in the comment.

Comment B-3

A water supply system to supply fire hydrants and automatic fire sprinkler system is required.

Response B-3

The project will comply with all Orange County Fire Authority requirements and the comment is noted for the record.

Comment B-4

If this project is in a fuel modification zone, it is subject to review by the OCFA, and Guideline C-05.

Response B-4

The proposed Project is not within a fuel modification zone, as explained in the IS/MND. No significant environmental issues are raised in the comment.

Comment B-5

Fire department access shall be provided all around the buildings and site.

Response B-5

The fire department will have access to the proposed project sites during both construction and operation phases of the proposed project. No significant environmental issues are raised in the comment.

Comment B-6

Impact: project increases population and can potentially increase workload. All projects are cumulative and OCFA uses a fair share approach to mitigate fire service response impacts and facility/equipment needs.

Response B-6

The proposed Project will not require or result in new or physically altered facilities relating to fire protection in order to maintain acceptable response times or performance objectives relating to fire protection, and the Project will thus not result in any significant impacts on the environment relating to the construction of such facilities. No significant environmental issues are raised in the comment.

Comment B-7

Mitigation: Participate with the City through developer agreements for future fire facility mitigation.

Response B-7

As noted above, the proposed project will not have a significant impact on the environment relating to this issue, and no mitigation is therefore required under CEQA. No significant environmental issues are raised in the comment.

ORDINANCE NO. 1114

AN ORDINANCE OF THE CITY COUNCIL OF STANTON, CALIFORNIA AMENDING STANTON MUNICIPAL CODE TITLE 20, ZONING, SECTION 20.400.330 ACCESSORY DWELLING UNITS, TO UPDATE THE CITY'S ACCESSORY DWELLING UNIT (ADU) AND JUNIOR ACCESSORY DWELLING UNIT (JADU) REGULATIONS

WHEREAS, on October 9, 2019, Governor Gavin Newsom signed Senate Bill ("SB") 13, Assembly Bill ("AB") 68, and AB 881 into law, which amended Government Code sections 65852.2 and 65852.22 and added Health and Safety Code section 17980.12. Collectively, these bills established new Statewide requirements for the development and use of accessory dwelling units ("ADUs") and junior accessory dwelling units (at times herein referred to as "Junior ADUs," and at others generally as "ADU"). Thereafter, AB 3182 further amended California Government Code section 65852.2's ADU and JADU standards; and

WHEREAS, in response to these changes in state law, the City adopted Ordinance 1108 to amend and update Stanton Municipal Code Section 20.400.330 (Accessory Dwelling Units). As permitted under state law, Ordinance No. 1108 included, among other things, objective standards pertaining to the size, location, height, and architecture of ADUs in the City; and

WHEREAS, City staff has determined that further amendments and revisions to the City's regulation of ADUs and JADUs are necessary and appropriate to comply with state law, add additional clarity, and protect the health, safety, and welfare of the community; and

WHEREAS, staff and the City Attorney prepared the proposed Ordinance, including the proposed language and terminology, and any additional information and documents deemed necessary for the Planning Commission to take action; and

WHEREAS, on November 17, 2021, the Planning Commission conducted and concluded a duly noticed public hearing concerning the Zoning Text Amendment contained herein as required by law and received testimony from City staff and all interested parties regarding the proposed amendments and recommended that the City Council adopt the amendments; and

WHEREAS, on December 14, 2021, the City Council conducted and concluded a duly noticed public hearing concerning the Municipal Code amendments contained herein as required by law and received testimony from City staff and all interested parties regarding the proposed amendments; and

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

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

SECTION 1. Incorporation of Recitals. The recitals above are each incorporated by reference and adopted as findings by the City Council.

SECTION 2. Amendment to SMC Section 20.400.330. The City Council of the City of hereby amends Stanton Code Title 20, Zoning, Section 20.400.330, Accessory Dwelling Units, and restates it to read as follows:

Section 20.400.330 Accessory Dwelling Units

- A. **Purpose.** The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with California Government Code sections 65852.2 and 65852.22.
- B. **Effect of Conforming.** An ADU or JADU that conforms to the standards in this section will not be:
- (1) Deemed to be inconsistent with the City's General Plan and zoning designation for the lot on which the ADU or JADU is located.
 - (2) Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.
 - (3) Considered in the application of any local ordinance, policy, or program to limit residential growth.
 - (4) Required to correct a nonconforming zoning condition, as defined in subsection C(7) below. This does not prevent the City from enforcing compliance with applicable building standards in accordance with Health and Safety Code section 17980.12.
- C. **Definitions.** As used in this section, terms are defined as follows:
- (1) "Accessory dwelling unit" or "ADU" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:
 - (A) An efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code; and
 - (B) A manufactured home, as defined by Section 18007 of the California Health and Safety Code.
 - (2) "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot. Refer to Section 20.700.070.

- (3) “Complete independent living facilities” means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.
- (4) “Efficiency kitchen” means a kitchen that includes each of the following:
 - (A) A cooking facility with appliances.
 - (B) A food preparation counter or counters that total at least 15 square feet in area.
 - (C) Food storage cabinets that total at least 30 square feet of shelf space.
- (5) “Junior accessory dwelling unit” or “JADU” means a residential unit that
 - (A) is no more than 500 square feet in size,
 - (B) is contained entirely within an existing or proposed single-family structure,
 - (C) includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure, and
 - (D) includes an efficiency kitchen, as defined in subsection C(4) above
- (6) “Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
- (7) “Nonconforming zoning condition” means a physical improvement on a property that does not conform with current zoning standards.
- (8) “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
- (9) “Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
- (10) “Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
- (11) “Tandem parking” means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

D. **Approvals.** The following approvals apply to ADUs and JADUs under this section:

- (1) **Building-permit Only.** If an ADU or JADU complies with each of the general requirements in subsection E below, it is allowed with only a building permit in the following scenarios:
- (A) **Converted on Single-family Lot:** One ADU as described in this subsection D(1)(A) and one JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:
- (i) Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress; and
 - (ii) Has exterior access that is independent of that for the single-family dwelling; and
 - (iii) Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes; and
 - (iv) The JADU complies with all the requirements of Gov. Code section 65852.22
- (B) **Limited Detached on Single-family Lot:** One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under subsection D(1)(A) above), if the detached ADU satisfies the following limitations:
- (i) The side- and rear-yard setbacks are at least four-feet.
 - (ii) The total floor area is 800 square feet or smaller.
 - (iii) The peak height above grade is 16 feet or less.
- (C) **Converted on Multifamily Lot:** One or more ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. Under this subsection D(1)(C), at least one converted ADU is allowed within an existing multifamily dwelling, and up to a quantity equal to 25 percent of the existing multifamily dwelling units.

(D) **Limited Detached on Multifamily Lot:** No more than two detached ADUs on a lot that has an existing multifamily dwelling if each detached ADU satisfies the following limitations:

- (i) The side- and rear-yard setbacks are at least four-feet.
- (ii) The peak height above grade is 16 feet or less.

(2) **ADU Permit.**

- (A) Except as allowed under subsection D (1) above, no ADU may be created without a building permit and an ADU permit in compliance with the standards set forth in subsections E and F below.
- (B) The City may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the City's ADU ordinance. The ADU-permit processing fee is determined by the Director and approved by the City Council by resolution.

(3) **Process and Timing.**

- (A) An ADU permit is considered and approved ministerially, without discretionary review or a hearing.
- (B) The City must act on an application to create an ADU or JADU within 60 days from the date that the City receives a completed application. If the City does not act upon the completed application within 60 days, the application is deemed approved unless either:
 - (i) The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or
 - (ii) When an application to create an ADU or JADU is submitted with a permit application to create a new single-family dwelling on the lot, the City may delay acting on the permit application for the ADU or JADU until the City acts on the permit application to create the new single-family dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.

E. **General ADU and JADU Requirements.** The following requirements apply to all ADUs and JADUs that are approved under subsections D(1) or D(2) above:

(1) **Location.** Subject to subsection (I) below:

- (A) An ADU or JADU subject only to a building permit under subsection D(1) above may be created on a lot in a residential or mixed-use zone.
 - (B) An ADU or JADU subject to an ADU permit under subsection D(2) above may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.
- (2) **Fire Sprinklers.** Fire sprinklers are required in an ADU if sprinklers are required in the primary residence.
- (3) **Rental Term.** No ADU or JADU may be rented for a term that is shorter than 30 days.
- (4) **No Separate Conveyance.** Subject to Government Code Section 65852.26, an ADU or JADU may be rented long-term, but no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).
- (5) **Septic System.** If the ADU or JADU will connect to an onsite water-treatment system, the owner must include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last 10 years.
- (6) **Owner Occupancy.**
 - (A) All ADUs created before January 1, 2020, are subject to the owner-occupancy requirement that was in place when the ADU was created.
 - (B) An ADU that is created after that date but before January 1, 2025, is not subject to any owner-occupancy requirement.
 - (C) All ADUs that are created on or after January 1, 2025, are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property as the person's legal domicile and permanent residence.
 - (D) All JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement of this paragraph does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

- (7) **Deed Restriction.** Prior to issuance of a building permit for an ADU or JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office and a copy filed with the Director. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the City and must provide that:
- (A) The ADU or JADU may not be sold separately from the primary dwelling.
 - (B) The ADU or JADU is restricted to the approved size and to other attributes allowed by this section.
 - (C) The deed restriction runs with the land and may be enforced against future property owners.
 - (D) The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the Director, providing evidence that the ADU or JADU has in fact been eliminated. The Director may then determine whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the Director's determination consistent with other provisions of this Code. If the ADU or JADU is not entirely physically removed but is only eliminated by virtue of having a necessary component of an ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this Code.
 - (E) The deed restriction is enforceable by the Director or his or her designee for the benefit of the City. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the City is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.

F. **Specific ADU Requirements.** The following requirements apply only to ADUs that require an ADU permit under subsection D(2) above.

(1) **Maximum Size.**

- (A) The maximum size of a detached or attached ADU subject to this subsection F is 850 square feet for a studio or one-bedroom unit and 1,000 square feet for a unit with two bedrooms.

- (B) An attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling.
- (C) Application of other development standards in this subsection F, such as FAR or lot coverage, might further limit the size of the ADU, but no application of FAR, lot coverage, or open-space requirements may require the ADU to be less than 800 square feet.
- (2) **Floor Area Ratio (FAR).** No ADU subject to this subsection F may cause the total FAR of the lot to exceed, subject to subsection F(1)(C) above.

FAR/Target Range	General GLMX	North Gateway NGMX	South Gateway SGMX
Target Density Range	<i>Density range for residential uses expressed as dwelling units per NET acre.</i>		
Residential Uses	25 - 45 du/ac	25 - 45 du/ac	30 - 60 du/ac
Target Intensity Range	<i>Floor area ratio (FAR) for nonresidential uses</i>		
Nonresidential Uses (1)	1.0 - 2.0	1.0 - 2.0	1.5 - 3.0

- (3) **Lot Coverage.** No ADU subject to this subsection F may cause the total lot coverage of the lot to exceed the following coverage, subject to subsection F(1)(C) above.

Lot Coverage	RE	RL	RM	RH
Interior Lot	30%	40%	50%	65%
Corner Lot	35%	45%	50%	65%

- (4) **Impervious surface coverage.** Maximum percentage of the total gross lot area that may be covered by structures and impervious surfaces shall not exceed 70 percent, subject to subsection F(1)(C) above.
- (5) **Height.** No ADU subject to this subsection F may exceed 16 feet in height above grade, measured to the peak of the structure.
- (6) **Setbacks.**

- (A) An ADU that is subject to this subsection F must conform to a 25-foot front-yard setback.
 - (B) An ADU that is subject to this subsection F must conform to 4-foot side-and rear-yard setbacks.
 - (C) No setback is required for an ADU that is subject to this subsection F if the ADU is constructed in the same location and to the same dimensions as an existing structure
- (7) **Passageway.** No passageway, as defined by subsection C(8) above, is required for an ADU.
- (8) **Parking.**
- (A) Generally. One off-street parking space is required for each ADU. The parking space may be provided in setback areas or as tandem parking, as defined by subsection C(11) above.
 - (B) Exceptions. No parking under subsection F(8)(A) is required in the following situations:
 - (i) The ADU is located within one-half mile walking distance of public transit, as defined in subsection C(10) above.
 - (ii) The ADU is located within an architecturally and historically significant historic district.
 - (iii) The ADU is part of the proposed or existing primary residence (single-family converted ADUs, not multifamily converted) or an accessory structure under subsection D(1)(A) above.
 - (iv) When on-street parking permits are required but not offered to the occupant of the ADU.
 - (v) When there is an established car share vehicle stop located within one block of the ADU.
 - (C) No Replacement. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.
- (9) **Architectural Requirements.**

- (A) The materials and colors of the exterior walls, roof, and windows and doors must match the appearance and architectural design of those of the primary dwelling.
- (B) The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.
- (C) The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.
- (D) The ADU must have an independent exterior entrance, apart from that of the primary dwelling. The ADU entrance must be located on the side or rear building façade, not facing a public-right-of-way.
- (E) The interior horizontal dimensions of an ADU must be at least 10 feet wide in every direction, with a minimum interior wall height of seven feet.
- (F) Windows and doors of the ADU may not have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.
- (G) All windows and doors in an ADU are less than 30 feet from a property line that is not a public right-of-way line must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.

G. Fees.

(1) Impact Fees.

- (A) No impact fee is required for an ADU that is less than 750 square feet in size. For purposes of this subsection **Error! Reference source not found.**, “impact fee” means a “fee” under the Mitigation Fee Act (Gov. Code § 66000(b)) and a fee under the Quimby Act (Gov. Code § 66477). “Impact fee” here does not include any connection fee or capacity charge for water or sewer service.
- (B) Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of the primary dwelling, divided by the floor area of the ADU, times the typical fee amount charged for a new dwelling.)

(2) **Utility Fees.**

- (A) If an ADU or JADU is constructed with a new single-family home, a separate utility connection directly between the ADU or JADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling are required.
- (B) Except as described in subsection G(2)(A), converted ADUs and JADUs on a single-family lot, created under subsection D(1)(A) above, are not required to have a new or separate utility connection directly between the ADU or JADU and the utility. Nor is a connection fee or capacity charge required unless the ADU or JADU is constructed with a new single-family home.
- (C) Except as described in subsection G(2)(A), all ADUs and JADUs not covered by subsection G(2)(A) above require a new, separate utility connection directly between the ADU or JADU and the utility.
 - (i) The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the ADU or JADU, based on either the floor area or the number of drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system.
 - (ii) The fee or charge may not exceed the reasonable cost of providing this service.

H. Nonconforming ADUs and Discretionary Approval. Any proposed ADU or JADU that does not conform to the objective standards set forth in subsections A through G(2) of this section may be allowed by the City with a use permit, in accordance with Chapter 20.550.

I. Restricted Areas. ADUs or JADUs shall not be allowed where roadways, public utilities and services are inadequate with reference to objective and published thresholds established by the utility or service provider. To ensure access by public safety vehicles, an ADU may not be located on a lot that fronts a roadway that is narrower than the minimum road width standards established by the Orange County Fire Authority's Master Plans for Commercial and Residential Development (as the same may be amended from time to time), unless: (a) one (1) on-site parking space is provided for each bedroom included in the ADU ; and (b) replacement on-site parking spaces are provided for any parking spaces that are lost or converted to accommodate the ADU.

SECTION 3. Effect of Restatement. All restated, unamended provisions of the Stanton Municipal Code that are repeated herein are repeated only to aid decision makers and the public in understanding the effect of the proposed changes. Restatement of existing provisions does not constitute a new enactment.

SECTION 4. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance, and, to that end, the provisions hereof are severable. The City Council of the City of Stanton declares that it would have adopted all the provisions of this Ordinance that remain valid if any provisions of this ordinance are declared invalid.

SECTION 5. CEQA. The City Council determines that the adoption of this Ordinance is exempt from additional environmental review under California Public Resources Code Section 21080.17, which exempts the adoption of an accessory dwelling unit ordinance to implement the provisions of Section 65852.2 of the California Government Code.

SECTION 6. Adoption, Certification, and Publication. The City Clerk of the City of Stanton shall certify the passage and adoption of this Ordinance and shall cause the same, or a summary thereof, to be published and/or posted in the manner required by law. This Ordinance shall take effect 30 days after its adoption.

SECTION 7. SUBMISSION TO HCD. The City Clerk shall submit a copy of this Ordinance to the Department of Housing and Community Development within 60 days after adoption.

PASSED, APPROVED, AND ADOPTED this 11th day of January, 2022.

DAVID J. SHAWVER, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

HONGDAO NGUYEN, 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. 1114 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 14th day of December, 2021 and was duly adopted at a regular meeting of the City Council held on the 11th day of January, 2022, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON

ORDINANCE NO. 1116

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING SECTION 6.06 OF THE STANTON MUNICIPAL CODE REQUIRING “MANDATORY ORGANIC WASTE DISPOSAL REDUCTION” AND FINDING SAME EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the City of Stanton, as a general law city, is authorized by Article XI, Section 7 of the California Constitution to make and enforce within its limits all local, policy, sanitary and other ordinances and regulations not in conflict in general laws; and

WHEREAS, the purpose of this Ordinance is to amend existing City codes related to integrated waste management necessary to comply with State law, specifically State Senate Bill 1383 regulations; and

WHEREAS, the City Council of the City of Stanton hereby finds portions of State Senate Bill 1383 to be an unfunded State mandate, which has and will cause solid waste disposal rates to increase in order to comply with State law; and

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

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

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

SECTION 2: The City Council finds that this Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations, as provided for in Ordinance No. 1116 will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, represent actions by a regulatory agency (the City) for the protection of the environment.

SECTION 3: Section 6.06 of the Stanton Municipal Code is hereby added to read as follows:

Mandatory Organic Waste Disposal Reduction Ordinance

6.06.010. PURPOSE AND FINDINGS

The City of Stanton finds and declares:

- (a) State recycling law, Assembly Bill 939 of 1989 and the California Integrated Waste Management Act of 1989 (California Public Resources Code section 40000, *et seq.*, as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting)

Solid Waste generated in their cities to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.

- (b) State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires cities to implement a mandatory commercial recycling program.
- (c) State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, recycling, and Organic Waste per week to arrange for recycling services for that waste, requires cities to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires cities to implement a mandatory commercial organics recycling program.
- (d) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including cities, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of statewide Organic Waste disposal reduction targets.
- (e) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires cities to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.
- (f) Requirements in this ordinance are consistent with other adopted goals and policies of the City.

6.06.020. TITLE OF ORDINANCE

This chapter shall be entitled "Mandatory Organic Waste Disposal Reduction Ordinance".

6.06.030. DEFINITIONS

- (a) "Blue Container" has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.
- (b) "CalRecycle" means California's Department of Resources Recycling and Recovery, which is the department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Cities (and others).
- (c) "California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).
- (d) "City Enforcement Official" means the city manager or his or her designee in charge or their authorized Designee(s) who is/are partially or whole responsible for enforcing the ordinance.
- (e) "Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this ordinance.
- (f) "Commercial Edible Food Generator" includes a Tier One Commercial Edible Food Generator or a Tier Two Commercial Edible Food Generator as defined in Sections 3(iii) and 3(jjj) of this ordinance or as otherwise defined in 14 CCR section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR section 18982(a)(7).
- (g) "Compliance Reviews" means reviews of records by the City to determine compliance with this ordinance.
- (h) "Community Composting" means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR section 17855(a)(4); or, as otherwise defined by 14 CCR section 18982(a)(8).
- (i) "Compost" has the same meaning as in 14 CCR section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

- (j) "Compostable Plastics" or "Compostable Plastic" means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).
- (k) "Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR section 18982(a)(55).
- (l) "C&D" means construction and demolition debris.
- (m) "Designee" means an entity that the City contracts with or otherwise arranges to carry out any of the City's responsibilities of this ordinance as authorized in 14 CCR section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.
- (n) "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR section 18982(a)(18). For the purposes of this ordinance or as otherwise defined in 14 CCR section 18982(a)(18), "Edible Food" is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.
- (o) "Enforcement Action" or "Enforcement Actions" means an action or actions of the City to address non-compliance with this ordinance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.
- (p) "Excluded Waste" means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in the City's, or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose the City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with California Public Resources Code sections 41500 and 41802.
- (q) "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR section 18982(a)(22).
- (r) "**Food facility**" has the same meaning as in section 113789 of the Health and Safety Code, as may be amended from time to time, and means a permanent

or temporary operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption at the retail level. A food facility includes an operation where food is consumed on or off the premises, regardless of whether there is a charge for the food. A food facility also includes a place used in conjunction with the operations described in this section including, but not limited to, storage facilities for food-related utensils, equipment, and materials. Examples of a food facility includes, but is not limited to, school cafeterias, restricted food service facilities, most licensed health care facilities, commissaries, mobile food facilities, mobile support units, vending machines, certified farmers' markets, farm stands, fisherman's markets, microenterprise home kitchen operations, catering operations, and host facilities. Food facility does not include any of the following:

- (1) A cooperative arrangement wherein no permanent facilities are used for storing or handling food.
- (2) A private home when used for private, noncommercial purposes or when used as a registered or permitted cottage food operation.
- (3) A church, private club, or other nonprofit association that gives or sells food to its members and guests, and not to the general public, at an event that occurs not more than three (3) days in any ninety (90) day period.
- (4) A for-profit entity that gives or sells food at an event that occurs not more than three (3) days in a ninety (90) day period for the benefit of a nonprofit association, if the for-profit entity receives no monetary benefit, other than that resulting from recognition from participating in an event.
- (5) A premises set aside for wine tasting, or beer tasting, regardless of whether there is a charge for the wine or beer tasting if no other beverage, except for bottles of wine or beer and prepackaged not potentially hazardous beverages, are offered for sale or for onsite consumption and no food, except for crackers, pretzels, or prepackaged food that is not potentially hazardous food is offered for sale or for onsite consumption.
- (6) An outlet or location, operated by a producer, selling or offering for sale only whole produce grown by the producer or shell eggs, or both, provided the sales are conducted at an outlet or location controlled by the producer.
- (7) A commercial food processing establishment.
- (8) A child day care facility.
- (9) A community care facility.
- (10) A residential care facility for the elderly.
- (11) A residential care facility for the chronically ill.
- (12) An intermediate care facility for the developmentally disabled.
- (13) A community food producer.
- (14) A limited-service charitable feeding operation.

- (s) “Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR section 18982(a)(24).
- (t) “Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR section 18982(a)(25), including, but not limited to:
- (1) A food bank as defined in Health and Safety Code section 113783;
 - (2) A nonprofit charitable organization as defined in Health and Safety Code section 113841; and
 - (3) A nonprofit charitable temporary Food Facility as defined in Health and Safety Code section 113842 .
 - (4) A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR section 18982(a)(7).
 - i. If the definition in 14 CCR section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR section 18982(a)(25) shall apply to this ordinance.
- (u) “Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR section 18982(a)(7).
- (v) “Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.
- (w) “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR section 18982(a)(27).
- (x) “Food-Soiled Paper” is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.
- (y) “Food Waste” means Food Scraps, Food-Soiled Paper, and Compostable Plastics

- (z) “Gray Container” has the same meaning as in 14 CCR section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste.
- (aa) “Gray Container Waste” means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5).
- (bb) “Green Container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.
- (cc) “Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR section 18982(a)(30).
- (dd) “Hauler Route” means the designated itinerary or sequence of stops for each segment of the City’s collection service area, or as otherwise defined in 14 CCR section 18982(a)(31.5).
- (ee) “Inspection” means a site visit where a City reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this ordinance, or as otherwise defined in 14 CCR section 18982(a)(35).
- (ff) “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR section 18982(a)(38) differs from this definition, the definition in 14 CCR section 18982(a)(38) shall apply to this ordinance.
- (gg) “Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues

in the site, is a single Large Venue. If the definition in 14 CCR section 18982(a)(39) differs from this definition, the definition in 14 CCR section 18982(a)(39) shall apply to this ordinance.

- (hh) “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR section 18982(a)(40).
- (ii) “Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.
- (jj) “Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).
- (kk) “Notice of Violation” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR section 18982(a)(45) or further explained in 14 CCR section 18995.4.
- (ll) “Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Papers, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR section 18982(a).
- (mm) “Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR section 18982(a)(48).
- (nn) “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR section 18982(a)(51).
- (oo) “Printing and Writing Papers” shall include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR section 18982(a)(54).
- (pp) “Prohibited Container Contaminants” means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City’s Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable

Source Separated Green Container Organic Waste for the City's Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in City's Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.

- (qq) "Recovered Organic Waste Product" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR section 18982(a)(60).
- (rr) "Recovery" means any activity or process described in 14 CCR section 18983.1(b), or as otherwise defined in 14 CCR section 18982(a)(49).
- (ss) "Recycled-Content Paper" means Paper Products and Printing and Writing Papers that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR section 18982(a)(61).
- (tt) "Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR section 18982(a)(64).
- (uu) "Route Review" means a visual inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical inspection methods such as the use of cameras, or as otherwise defined in 14 CCR section 18982(a)(65).
- (vv) "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
- (ww) "SB 1383 Regulations" means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.
- (xx) "Self-Hauler" means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-Hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR section 18982(a)(66)(A).

- (yy) "Single-Family" means of, from, or pertaining to any residential premises with fewer than five (5) units.
- (zz) "Solid Waste" has the same meaning as defined in State Public Resources Code section 40191, which defines Solid Waste as all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:
- (1) Hazardous waste, as defined in the State Public Resources Code section 40141.
 - (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
 - (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.
- (aaa) "Source Separated" means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste or other Solid Waste for the purposes of collection and processing.
- (bbb) "Source Separated Blue Container Organic Waste" means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).

- (ccc) "Source Separated Green Container Organic Waste" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.
- (ddd) "Source Separated Recyclable Materials" means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.
- (eee) "State" means the State of California.
- (fff) "Supermarkets" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR section 18982(a)(71).
- (ggg) "Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:
- (1) Supermarket.
 - (2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
 - (3) Food Service Provider.
 - (4) Food Distributor.
 - (5) Wholesale Food Vendor.
- i. If the definition in 14 CCR section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR section 18982(a)(73) shall apply to this ordinance.
- (hhh) "Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following:
- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
 - (2) Hotel with an on-site Food Facility and 200 or more rooms.
 - (3) Health facility with an on-site Food Facility and 100 or more beds.
 - (4) Large Venue.
 - (5) Large Event.

- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A Local Education Agency facility with an on-site Food Facility.
 - i. If the definition in 14 CCR section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR section 18982(a)(74) shall apply to this ordinance.
- (iii) "Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR section 189852(a)(76).

6.06.040. REQUIREMENTS FOR SINGLE-FAMILY GENERATORS

Single-Family Organic Waste Generators shall comply with the following requirements:

- (a) Shall subscribe to City's Organic Waste collection services for all Organic Waste generated as described below in Section 4(b). City shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the City. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR section 18984.9(c).
- (b) Shall participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers.
 - (1) Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container..

6.06.050. REQUIREMENTS FOR COMMERCIAL BUSINESSES

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

- (a) Subscribe to City's three-container collection services and comply with requirements of those services as described below in Section 6(b), City shall have the right to review the number and size of a generator's containers and frequency

of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the City.

(b) Participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below.

(1) Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container.

(c) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Sections 6(d)(1) and 6(d)(2) below) for employees, contractors, tenants, and customers, consistent with City's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 12.

(d) Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

(1) A body or lid that conforms with the container colors provided through the collection service provided by the City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

(2) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.

- (e) Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement in Section 6(d) pursuant to 14 CCR Section 18984.9(b).
- (f) To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the City's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with 6.04.070 and 6.06.090.
- (g) Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
- (h) Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.
- (i) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.
- (j) Provide or arrange access for City or its agent to their properties during all Inspections conducted in accordance with Section 16 of this ordinance to confirm compliance with the requirements of this ordinance.
- (k) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR section 18984.9(c).
- (l) Commercial Businesses that are Tier One Commercial Edible Food Generators or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 6.

6.06.060. WAIVERS FOR GENERATORS

- (a) De Minimis Waivers. The City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in Section 8(a)(2) below. Commercial Businesses requesting a de minimis waiver shall:

(1) Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section 8(a)(2) below.

(2) Provide documentation that either:

(A) The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,

(B) The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.

(3) Notify the City if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.

(4) Provide written verification of eligibility for de minimis waiver every 5 years, if the City has approved de minimis waiver.

(b) Physical Space Waivers. The City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of this ordinance.

A Commercial Business or property owner may request a physical space waiver through the following process:

(1) Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.

(2) Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.

(3) Provide written verification to the City that it is still eligible for physical space waiver every five years, if the City has approved application for a physical space waiver.

(c) Collection Frequency Waiver. The City, at its discretion and in accordance with 14 CCR Section 18984.11(a)(3), may allow the owner or tenant of any residence,

premises, business establishment or industry that subscribes to the City's three-container Organic Waste collection service to arrange for the collection of their Blue Container, Gray Container, or both once every fourteen days, rather than once per week.

6.06.070. REQUIREMENTS FOR COMMERCIAL EDIBLE FOOD GENERATORS

- (a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section 6 commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR section 18991.3.
- (b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- (c) Commercial Edible Food Generators shall comply with the following requirements:
 - (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
 - (2) Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
 - (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
 - (4) Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR section 18991.4.
 - (5) Keep records that include the following information, or as otherwise specified in 14 CCR section 18991.4:
 - i. A list of each Food Recovery Service or Food Recovery Organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR section 18991.3(b).
 - ii. A copy of all contracts or written agreements established under 14 CCR section 18991.3(b).
 - iii. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

- A. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - B. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - C. The established frequency that food will be collected or self-hauled.
 - D. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
- (d) Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Health and Safety Code section 114079, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

6.06.080. REQUIREMENTS FOR FOOD RECOVERY ORGANIZATIONS AND SERVICES

- (a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 - (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 - (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 - (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.
- (b) Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
 - (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
 - (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- (c) Food Recovery Organizations and Food Recovery Services shall inform generators about California and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b).
- (d) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City it is located in the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than January 1, 2022..
- (e) Food Recovery Capacity Planning
- (1) Food Recovery Services and Food Recovery Organizations. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the County, City, special district that provides solid waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

6.06.090. REQUIREMENTS FOR HAULERS AND FACILITY OPERATORS

(a) Requirements for Haulers

- (1) CR&R shall providing residential, Commercial, or industrial Organic Waste collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste:

- i. Through written notice to the City annually on or before July 1st of each year, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.
- ii. Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
- iii. Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR section 18989.1, Section 13 of this ordinance, and City's C&D ordinance.

(b) Requirements for Facility Operators and Community Composting Operations

- (1) Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.
- (2) Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

6.06.100. COMPLIANCE WITH CALGREEN RECYCLING REQUIREMENTS

- (a) Persons applying for a permit from the City for new construction and building additions and alternations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended, if its project is covered by the scope of CALGreen. If the requirements of CALGreen are more stringent than the requirements of this Section, the CALGreen requirements shall apply.
 - (1) Project applicants shall refer to City's building and construction code (Title 16) for complete CALGreen requirements.
- (b) For projects covered by CALGreen, the applicants must, as a condition of the City's permit approval, comply with the following:

- (1) Where five (5) or more Multi-Family Residential Dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Blue Container and Green Container materials, consistent with the three-container collection program offered by the City, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to California Green Building Standards Code, 24 CCR, Part 11 sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 as amended, provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
- (2) New Commercial construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and collection of Blue Container and Green Container materials, consistent with the three-container collection program offered by the City, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020
- (3) Comply with CALGreen requirements and applicable law related to management of C&D, including diversion of Organic Waste in C&D from disposal. Comply with City's C&D ordinance, Section 6.04.090 of City's municipal code, and all written and published City policies and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

6.06.110. PROCUREMENT REQUIREMENTS FOR CITY DEPARTMENTS, DIRECT SERVICE PROVIDERS, AND VENDORS

(a) All vendors providing Paper Products and Printing and Writing Papers shall:

- (1) If fitness and quality are equal, provide Recycled-Content Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Papers are available at the same or lesser total cost than non-recycled items.
- (2) Provide Paper Products and Printing and Writing Papers that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) section 260.12.
- (3) Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Papers offered or sold to the City. This certification requirement may be

waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Papers, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.

- (4) Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Papers offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) section 260.12 (2013).
- (5) Provide records to the City's Recovered Organic Waste Product procurement recordkeeping Designee, in accordance with the City's Recycled-Content Paper procurement policy of all Paper Products and Printing and Writing Papers purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the City. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in Sections 15(b)(3) and 15(b)(4) of this ordinance for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper was not provided.

6.06.120. INSPECTIONS AND INVESTIGATIONS BY CITY

- (a) City representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for Inspection.
- (b) Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.

- (c) Any records obtained by a City during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code section 6250 *et seq.*
- (d) City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.
- (e) City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

6.06.130. ENFORCEMENT

- (a) Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a City Enforcement Official or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.
- (b) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek Recovery of unpaid administrative citations. City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.
- (c) Responsible Entity for Enforcement
 - (1) Enforcement pursuant to this ordinance may be undertaken by the City Enforcement Official, which may be the City Manager or their designated entity, legal counsel, or combination thereof.
 - (2) Enforcement may also be undertaken by an enforcement official, designated by the City, in consultation with City Enforcement Official.
 - i. City Enforcement Official(s) will interpret ordinance; determine the applicability of waivers, if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.
 - ii. City Enforcement Official(s) may issue Notices of Violation(s).

- (d) Process for Enforcement

- (1) City Enforcement Officials and/or their Designee will monitor compliance with the ordinance randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. Section 16 establishes City's right to conduct Inspections and investigations.
- (2) City may issue an official notification to notify regulated entities of its obligations under the ordinance.
- (3) For incidences of Prohibited Container Contaminants found in containers, City will issue a Notice of Violation to any generator found to have Prohibited Container Contaminants in a container. Such notice will be provided immediately upon identification of the Prohibited Container Contaminants. If the City observes Prohibited Container Contaminants in a generator's containers on more than two (2) consecutive occasion(s) within two (2) months, the City may assess contamination processing fees or contamination penalties on the generator.
- (4) With the exception of violations of generator contamination of container contents addressed under Section 17(d)(3), City shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
- (5) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the City's requirements contained in Section 11(k), Table 1, List of Violations.
- (6) Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information.

(e) Penalty Amounts for Types of Violations

The penalty levels are as follows:

- (1) For a first violation, the amount of the base penalty shall be \$100 per violation.
- (2) For a second violation, the amount of the base penalty shall be \$200 per violation.
- (3) For a third or subsequent violation, the amount of the base penalty shall be \$300 per violation.

(f) Compliance Deadline Extension Considerations

The City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 11 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR section 18996.2 due to those deficiencies.

(g) Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with City's procedures in the City's codes for appeals of administrative citations. Evidence may be presented at the hearing. The City will appoint a hearing officer who shall conduct the hearing and issue a final written order.

(h) Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, City will conduct Inspections, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(i) Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to Section 11, as needed.

(j) Enforcement Table

Table 1. List of Violations

Requirement	Description of Violation
Hauler Requirement Section, Section 7	A hauler providing residential, Commercial or industrial Organic Waste collection service fails to transport Organic Waste to a facility, operation, activity, or property that recovers Organic Waste, as prescribed by this ordinance.
Hauler Requirement Section 7	A hauler providing residential, Commercial, or industrial Organic Waste collection service fails to obtain applicable approval issued by the City to haul Organic Waste as prescribed by this ordinance.
Hauler Requirement Section 7	A hauler fails to keep a record of the applicable documentation of its approval by the City, as prescribed by this ordinance.
Commercial Edible Food Generator Requirement Section 6	Tier One Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2022.
Commercial Edible Food Generator Requirement Section 6	Tier Two Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2024.
Commercial Edible Food Generator Requirement Section 6	Tier One Commercial Edible Food Generator or Tier Two Commercial Edible Food Generator intentionally spoils Edible Food that is capable of being recovered by a Food Recovery Organization or Food Recovery Service.
Commercial Edible Food Generator, Food Recovery Organization or Food Recovery Service Sections 6	Failure to provide or arrange for access to an entity's premises for any Inspection or investigation.
Recordkeeping Requirements for Commercial Edible Food Generator Section 6	Tier One Commercial Edible Food Generator or Tier Two Commercial Edible Food Generator fails to keep records, as prescribed by Section 9.

6.04.140. EFFECTIVE DATE

This ordinance shall be effective commencing the 11th day of January, 2022.

PASSED, APPROVED, AND ADOPTED this 11th day of January, 2022.

DAVID J. SHAWVER, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM

HONGDAO NGUYEN, 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. 1116 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 14th day of December, 2021 and was duly adopted at a regular meeting of the City Council held on the 11th day of January, 2022, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

PATRICIA A. VAZQUEZ, CITY CLERK

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: January 11, 2022

SUBJECT: MAYOR'S APPOINTMENTS OF COUNCIL MEMBERS AS REPRESENTATIVES TO VARIOUS BOARDS, COMMISSIONS, COMMITTEES AND AGENCIES

REPORT IN BRIEF:

Traditionally, Council Members have been appointed by the Mayor to serve on numerous outside committees, boards, commissions and agencies. Each appointee is responsible for representing the City and voting on behalf of the City Council. The Mayor conducts a review and selects appointees, as detailed in Attachment A, with the exception of the Orange County Fire Authority ("OCFA") appointment, which is required to be made by City Council Resolution, the Mayor may otherwise make appointments to each committee, board, commission or agency by nomination and Minute Order confirmation. In addition, the Fair Political Practices Commission ("FPPC") regulations require the adoption and posting of Form 806, Agency Report of Public Official Appointments, in order for individual Council Members to participate in a City Council vote that would result in him or her serving in a position that provides compensation of \$250 or more in any 12-month period.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. City Council discuss and confirm the Mayor's appointments; and
3. Approve Fair Political Practices Commission Form 806 and authorize the City Clerk to post the form on the City's website.

BACKGROUND:

At the first meeting of the year, the Mayor traditionally reviews the list of Council Members designated on the submitted Mayor's Appointments list. Historically, at the first meeting of the year, the City Council has confirmed the existing memberships through reappointments or made new appointments, and has also added or deleted board, commission, committee, and agency memberships, as appropriate. Based on changes to the FPPC Regulation 18705.5 (Materiality Standard: Economic Interest in Personal Finances) a public official may participate in a Council vote that would result in him or her serving in a position that provides compensation in the form of stipends, reimbursement or direct payment of \$250 or more in any 12-month period. The revised regulation specifies, however, that the body making such an appointment(s) must adopt and post a list of the appointments on its website as required by the FPPC.

ANALYSIS/JUSTIFICATION:

The "Mayor's Appointments of Council Members as Representatives to Various Agencies List" (Attachment A) documents the various committees and boards to which the Mayor proposes to appoint Council Members. In previous years, the Mayor has reviewed the list prior to the first meeting of the new year, and any changes, additions, or deletions to any of the appointments are made by Minute Order.

FISCAL IMPACT:

There is minimal fiscal impact associated with the recommended action.

ENVIRONMENTAL IMPACT:

This item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment).

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the regular agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

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

Prepared by:

Approved by:

/s/ Patricia A. Vazquez

/s/ Jarad L. Hildenbrand

Patricia A. Vazquez
City Clerk

Jarad L. Hildenbrand
City Manager

Attachments:

- A. Draft Mayor's Appointments of Council Members as Representatives to Various Agencies List
- B. Draft FPPC Form 806



MAYOR'S APPOINTMENTS OF COUNCIL MEMBERS AS REPRESENTATIVES TO VARIOUS AGENCIES

City of Stanton | 7800 Katella Avenue, Stanton, CA 90680 | www.ci.stanton.ca.us

Attachment: A

[Click here to return to the agenda](#)

Council Committees		
Economic Development Committee	David J. Shawver	Rigoberto A. Ramirez
Contractual Services	Carol Warren	Gary Taylor

Stanton Non-Profit Liaisons		
Non-Profit	Liaison	Alternate
Stanton Collaborative	Hong Alyce Van	Rigoberto A. Ramirez
Stanton Community Foundation	Hong Alyce Van	Rigoberto A. Ramirez
Boys and Girls Club	Carol Warren	Hong Alyce Van
Lions Club	Hong Alyce Van	Rigoberto A. Ramirez

JPA and/or Membership Organizations		
League of California Cities	David J. Shawver	N/A
Association of California Cities – Orange County	David J. Shawver	N/A
Southern California Association of Governments (SCAG)	David J. Shawver	Carol Warren
Public Cable Television Authority (PCTA)	David J. Shawver	Carol Warren
Santa Ana River Flood Protection Agency	Hong Alyce Van	Gary Taylor
California Joint Powers Insurance Authority	Gary Taylor	Carol Warren
Orange County Housing Finance Trust	Carol Warren	Hong Alyce Van
Regional Military Affairs Committee JFTB	Carol Warren	Gary Taylor

Representatives to Joint Governmental Committees		
Agency	Delegate	Alternate, if applicable
Bridges at Kraemer Place Emergency Shelter Advisory Board	Gary Taylor	N/A
Orange County Emergency Management Organization (OCEMO) Executive Committee	Gary Taylor	Carol Warren
Orange County Library Advisory Board	Hong Alyce Van	Gary Taylor
Orange County Sanitation District	David J. Shawver	Carol Warren
Orange County Mosquito and Vector Control District Trustee	Gary Taylor	N/A
Orange County Fire Authority ¹ (OCFA)	David J. Shawver	N/A

¹ OCFA requires appointment by resolution (Resolution No. 2012-02)

(Last approved by the City Council on January 12, 2021)

City of Stanton | 7800 Katella Avenue, Stanton, CA 90680 | www.ci.stanton.ca.us | 1

Agency Report of: Public Official Appointments

A Public Document

1. Agency Name City of Stanton			California Form 806 For Official Use Only
Division, Department, or Region (If Applicable) City Council			
Designated Agency Contact (Name, Title) Patricia A. Vazquez, City Clerk			
Area Code/Phone Number (714) 890-4245	E-mail pvazquez@stantonca.gov	Page 1 of 1	Date Posted: (Month, Day, Year)

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Orange County Fire Authority	▶ Name <u>Shawver, David J.</u> <small>(Last, First)</small> Alternate, if any <u>Warren, Carol</u> <small>(Last, First)</small>	▶ <u>01 / 11 / 22</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100.00</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Orange County Mosquito and Vector Control District	▶ Name <u>Taylor, Gary</u> <small>(Last, First)</small> Alternate, if any <u>None</u> <small>(Last, First)</small>	▶ <u>01 / 11 / 22</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100.00</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Orange County Sanitation District No. 3	▶ Name <u>Shawver, David J.</u> <small>(Last, First)</small> Alternate, if any <u>Warren, Carol</u> <small>(Last, First)</small>	▶ <u>01 / 11 / 22</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>212.50</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input checked="" type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Public Cable Television Authority	▶ Name <u>Shawver, David J.</u> <small>(Last, First)</small> Alternate, if any <u>Warren, Carol</u> <small>(Last, First)</small>	▶ <u>01 / 11 / 22</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100.00</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other

3. Verification

I have read and understand FPPC Regulation 18702.5. I have verified that the appointment and information identified above is true to the best of my information and belief.

_____	Patricia A. Vazquez	City Clerk	01/11/2022
<small>Signature of Agency Head or Designee</small>	<small>Print Name</small>	<small>Title</small>	<small>(Month, Day, Year)</small>

Comment: _____

[Print](#)
[Clear](#)

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: January 11, 2022

SUBJECT: PURCHASE AND SALE AGREEMENT FOR 10692 AND 10712 BEACH BOULEVARD AND APPROPRIATION OF FUNDS

REPORT IN BRIEF:

The attached Purchase and Sale Agreement would authorize the City to complete the purchase of 10692 and 10712 Beach Boulevard, Stanton, for appropriate public purposes and further revitalization of Beach Boulevard.

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Approve the Purchase and Sale Agreement (Agreement) for the properties of 10692 and 10712 Beach Boulevard, Stanton; and
3. Authorize the City Manager to execute the Agreement and take other necessary actions to perform Stanton's obligations under the Agreement; and
4. Appropriate \$2,800,000 from the American Rescue Plan Act Fund (Fund 257).

BACKGROUND:

The subject property ("Property") consists of six parcels totaling 0.57 acres and is located within the Stanton Town Center area at 10692 and 10712 Beach Boulevard, Stanton, CA 90680. The Property consists of vacant, mostly underutilized lots and two buildings: the historic Bauman's Market and Mr. Lee BBQ restaurant. Bauman's Market has fallen into disrepair. The entire Property is located within Qualified Census Tract (QCT) No. 06059087803.

The purchase of the property will allow the City to control the site, evaluate development options, and continue the revitalization of Beach Boulevard. At this time, the City has no specific development plans for the site; however, it does fall within the Park/Public Plaza area of the draft Town Center Specific Plan. A Purchase and Sale Agreement has been prepared and negotiated and is being presently presented to the City Council for approval.

The principal terms of the transaction are as follows:

1. The City will purchase the Property, APN No. 131-241-08 through 131-241-13.
2. The purchase price will be Two Million Seven Hundred Thousand Dollars (\$2,700,000.00).
3. The Due Diligence Period will be 45 days.
4. Closing will be 30 days after the expiration of the Due Diligence Period.

During the Due Diligence Period, the proposed acquisition will be submitted to the Planning Commission for a General Plan conformance finding as required by Government Code Section 65402.

ANALYSIS/JUSTIFICATION:

On May 17, 2021, the U.S. Department of the Treasury issued an Interim Final Rule to implement the Coronavirus (State and) Local Fiscal Recovery Funds (CLFRF) that were established under the American Rescue Plan Act (ARPA). In their Frequently Asked Questions publication (FAQ) regarding the CLFRF, the Treasury Department clarified that certain types of services are eligible under the Interim Final Rule when they are provided within a QCT. The FAQ states that such services “include those designed to build stronger neighborhoods and communities and to address health disparities and the social determinants of health...Investments in parks, public plazas, and other public outdoor recreation spaces may be responsive to the needs of disproportionately impacted communities by promoting healthier living environments and outdoor recreation and socialization to mitigate the spread of COVID-19.”

According to the American Community Survey 2014-2018, the Property is located within a disadvantaged community. With only one main park with major recreation amenities, the City of Stanton lacks adequate park and open space facilities to satisfy the needs of the community. The limited amount of park space available to residents makes promoting active living a challenge in the City. The California Center for Public Health Advocacy found that Stanton has the highest rate of overweight youth (51.8%) in Orange County. The City also faces a challenge of high population density, with Community Factfinder 2020 listing over nine thousand citizens living within a half-mile radius of the Property. City Staff are currently exploring the feasibility of converting the Property (or portions of the Property) into a parkette or public plaza, with the goal of increasing opportunities for outdoor, active recreation and socialization while mitigating the transmission of COVID-19.

FISCAL IMPACT:

The cost to the City is approximately \$2,800,000, which includes the purchase price of \$2,700,000 and ancillary costs (for environmental, escrow services, title insurance, and similar property acquisition costs). The cost will be completely funded by the City's \$9.1 million ARPA allocation. On July 27, 2021, the City Council appropriated \$4.5 million of the City's total allocation. After approving this appropriation request, \$1.8 million of the City's \$9.1 million allocation will be available for future appropriations.

ENVIRONMENTAL IMPACT:

None. This item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(5) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly).

The City is acquiring this property to investigate the use of the property for appropriate public purposes. However, while City staff intends to investigate what public purposes are appropriate for the property, there are no plans for the redevelopment of this site and no plans have been developed. As such, the property will remain in its present condition until such time as plans for the redevelopment of this site are submitted to and approved by the City. Any future reuse or redevelopment of the site will be subject to separate review for compliance with CEQA.

LEGAL REVIEW:

The City Attorney's Office has reviewed the staff report and drafted the attached Purchase and Sale Agreement.

STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

5. Provide a high quality of life.

PUBLIC NOTIFICATION:

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

Signature page to staff report for:
***“PURCHASE AND SALE AGREEMENT FOR 10692 AND 10712 BEACH
BOULEVARD AND APPROPRIATION OF FUNDS”***

Prepared By:

/s/ Jason Huynh

Jason Huynh
Management Analyst

Reviewed By:

/s/ Michelle Bannigan

Michelle Bannigan
Finance Director

Approved as to Form By:

/s/ HongDao Nguyen

HongDao Nguyen
City Attorney

Approved By:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachment(s):

A. Purchase and Sale Agreement

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

This Purchase and Sale Agreement and Joint Escrow Instructions (this "**Agreement**") is made as of _____, 2021 (the "**Effective Date**"), between Hyun C. Park, an individual ("**Seller**"), and City of Stanton, a California municipal corporation ("**Buyer**"). Seller and Buyer may be referred to collectively herein as the "Parties" and individually as a "Party."

ARTICLE 1. AGREEMENT OF SALE.

Subject to and on the terms and conditions of this Agreement, Seller shall sell to Buyer and Buyer shall purchase from Seller all of the following:

1.1 Land. The real property which is more particularly described in Exhibit A, together with (a) all privileges, rights, easements and appurtenances belonging to the real property, including without limitation all minerals, oil, gas and other hydrocarbon substances on and under the real property, (b) all development rights, air rights, water, water rights and water stock relating to the real property, and (c) all right, title and interest of Seller in and to any streets, alleys, passages, other easements and other rights-of-way or appurtenances included in, adjacent to or used in connection with such real property, before or after the vacation thereof (collectively, the "**Land**");

1.2 Improvements. Any and all structures, systems, facilities, fixtures, fences and parking areas located on the Land and any and all machinery, equipment, apparatus and appliances used in connection with the operation or occupancy of the Land (such as heating and air conditioning systems and facilities used to provide utility services, refrigeration, ventilation, garbage disposal or other amenities on the Land) and other improvements located upon the Land, located at 10692 and 10712 Beach Blvd., Stanton California, 90680 (collectively, the "**Improvements**").

The Land and the Improvements are sometimes collectively referred to in this Agreement as the "**Property**";

1.3 Personal Property. All of Seller's right, title and interest in and to any personal property located within or used in connection with the Property (collectively, the "**Personal Property**").

1.4 Service Contracts. Those Service Contracts (defined in Section 5.8) which Buyer expressly agrees to assume; and

1.5 Other Assets. To the extent owned by Seller, all tangible and intangible assets of any nature relating to the Property or the Personal Property, including without limitation (a) all warranties upon the Improvements or Personal Property, to the full extent such warranties are assignable, (b) copies of all plans, specifications, engineering

drawings and prints relating to the construction of the Improvements, (c) all license agreements, copyrights, logos, designs, trademarks, trade names, service marks and all goodwill associated with the Property, (d) all other intellectual or intangible property used by Seller in connection with the Property; and (e) all claims and causes of action arising out of or in connection with the Property.

ARTICLE 2. PURCHASE PRICE.

2.1 Amount. The purchase price (the "**Purchase Price**") for the Property shall be Two Million Seven Hundred Thousand Dollars (\$2,700,000.00).

2.2 Deposit/Purchase Price. Within 3 business days after the Effective Date, Buyer shall deposit Eighty-One Thousand Dollars (\$81,000.00) into Escrow (as defined below) into an interest-bearing account on behalf of Buyer (the "**Deposit**"). Upon satisfaction of the conditions stated in this paragraph and expiration of the Due Diligence Period (as defined below), the Deposit shall not be refundable to Buyer should escrow fail to close for any reason other than Seller's default. If the Closing of the transaction contemplated by this transaction occurs, the Deposit shall be disbursed to Seller and applied to the Purchase Price at Closing. The failure of Buyer to make the Deposit within the time frame specified in this Section shall be a material breach of this Agreement and Seller may terminate the Agreement. Buyer shall pay the Purchase Price to Seller through escrow at the Closing described in Section 9.1. On or before the Closing Date (as defined below), Buyer shall deposit into Escrow the balance of the Purchase Price, subject to adjustment by reason of any applicable prorations and the allocation of closing costs described below. The Deposit and Purchase Price shall be made by wire transfer of federal funds, cashier's check or in another immediately available form. Notwithstanding anything herein to the contrary, One Hundred Dollars (\$100.00) of the Initial Deposit (the "**Independent Consideration**") shall represent consideration for this Agreement and shall be paid to Seller. The Independent Consideration shall serve as consideration for the granting of the time periods herein contained for Buyer to exercise Buyer's right to satisfy and approve all of Buyer's conditions herein contained. If the Deposit is refunded to Buyer for any reason pursuant to this Agreement, the Independent Consideration shall be subtracted from the Deposit pursuant to this Section.

ARTICLE 3. DUE DILIGENCE.

3.1 Due Diligence Period; Inspection and Access.

3.1.1 Due Diligence Period. The "**Due Diligence Period**" means the period beginning on the Effective Date and ending at 5:00 p.m. on the date 45 days later.

3.1.2 Access to Information and the Property. Buyer shall conduct its investigation of the Property during the Due Diligence Period at no cost to Seller. This investigation ("**Due Diligence Investigation**") may include, at Buyer's option: a physical inspection of the Land and all Improvements thereon, including soil, geological and other tests, engineering evaluations of the mechanical, electrical, HVAC and other systems in the Improvements and review of the Plans; review of all governmental matters affecting

the Property, including zoning, environmental and building permit and occupancy matters; review and verification of all financial and other information previously provided by Seller relating to the operation of the Property; review of the condition of title to the Property, including the building, structural system and roof inspection; and review of such other matters pertaining to an investment in the Property as Buyer deems advisable. In addition to the Preliminary Documents delivered to Buyer pursuant to Section 3.2, Buyer and its representatives shall have the right of access, during reasonable business hours and on 24 hours' notice to Seller, to all files, books and records maintained by Seller or its agents (including, without limitation, all of the Additional Documents to be made available to Buyer at the Property pursuant to Section 3.3), wherever located, relating to the Property, including the right to copy the same. Buyer and its representatives shall also have the right of access to the Property during reasonable business hours to conduct its investigation of the physical condition of the Property. Seller agrees that the rights granted to Buyer herein and the results of its Due Diligence Investigation shall not relieve Seller of any obligations Seller may have under any other provisions of this Agreement, or under other documents entered into concurrently herewith, or implied by law, nor shall they constitute a waiver by Buyer of the right to enforce any of the same. Seller shall cooperate with Buyer in its due diligence activities and provide access to the Property, its records, or provide information so long as it is within Seller's control.

3.2 Delivery of Preliminary Documents. Within 5 business days after the Effective Date, Seller shall deliver certification to Buyer, at Seller's expense, that all of the documents described in the remaining subsections of this Section 3.2 (collectively, the "**Preliminary Documents**") have been turned over to Buyer, to the extent such documents are in Seller's possession or control.

3.2.1 Title Report and Survey. A preliminary title report or commitment for title insurance (the "**Preliminary Title Report**"), dated no earlier than 10 days before the Effective Date, covering the Property and issued by a title insurance company or companies acceptable to Buyer (the "**Title Company**"), together with a legible copy of each document, map and survey referred to in the Preliminary Title Report. Buyer, at Buyer's sole cost, may obtain an as-built survey of the Property (the "**Survey**") prepared by a certified land surveyor in accordance with the most recent American Land Title Association standards, certified by such surveyor to Buyer and the Title Company in a form acceptable to the Title Company for the purpose of deleting any survey exception from the Title Policy described in Section 4.1.3.

3.2.2 Plans. Copies of all as-built plans and specifications for the Improvements, including without limitation the plans and specifications for and a complete description of all existing renovations and improvements to the Property and all rentable space therein, and as-built drawings for all underground utilities (collectively, the "**Plans**"), together with a certificate from an architect approved by Buyer certifying to Buyer that the Improvements were constructed and completed in accordance with the Plans;

3.2.3 Soils Report. Any soils report on the Land prepared at Seller's request or in the possession or control of Seller, including (if available) a report on

compliance with any soils work recommended to be done prior to construction of the Improvements;

3.2.4 Engineers' Reports. Any structural, mechanical, environmental or geological reports concerning the Property which have been prepared at Seller's request or which are within Seller's possession or control;

3.2.5 Environmental. Any Natural Hazard Disclosure data pertaining to the Property and Seller's operations thereof, any hazardous waste reports or environmental impact reports, and a written description of all reclamation obligations together with any and all documentation and agreements concerning such reclamation obligations;

3.2.6 Operating Statements; Tax Bills. Copies of operating statements for the Property certified by Seller including an itemization of income and expenses and copies of all real property tax bills for the Property for such periods;

3.2.7 Licenses, Etc. Copies of any licenses, permits or certificates required by governmental authorities in connection with construction or occupancy of the Improvements, including, without limitation, building permits, certificates of completion, certificates of occupancy and environmental permits and licenses, entitlements and land use approvals and rights.

3.2.8 Inspection Reports. Copies of all written reports received by Seller within three (3) years prior to the Effective Date from Seller's insurance companies, any governmental agency or any other person or entity, which requires or demands correction of any condition, or requests modification in or termination of any uses of the Property, accompanied by Seller's summary of (a) any oral reports from such insurance companies or governmental agencies, and (b) the present status of any matter noted in any oral or written report.

3.2.9 Leases. Copies of written, and written descriptions of oral, leases and other agreements, whether existing or, to the knowledge of Seller, proposed as of the Effective Date. If no such documents exist, Seller shall furnish its certification to that effect. Buyer shall deliver to Seller and Escrow Holder, Buyer's written approval of any leases, before the expiration of the Due Diligence Period.

3.3 Additional Documents and Information. From the Effective Date through the Closing Date, Seller shall make available to Buyer at the Property in accordance with Section 3.1, the documents and information described in this Section 3.3 (collectively, the **"Additional Documents"**):

3.3.1 Agreements. Copies of written, and written descriptions of oral, easements, covenants, restrictions, agreements, contracts and other documents, whether existing or, to the knowledge of Seller, proposed as of the Effective Date, including without limitation any agreements relating to the insurance, service, operation, repair, supply, advertising, promotion, sale, or management of the Property, which (a) affect the Property, (b) are not disclosed by the Preliminary Title Report, and (c) have

not been delivered to Buyer pursuant to Section 3.2. If no such documents exist, Seller shall furnish its certification to that effect;

3.3.2 Warranties/Roof Inspections/HVAC Inspections. Copies of any and all guarantees or warranties and other rights given to Seller in connection with the construction, maintenance, repair or remodeling of the Improvements, periodic inspections, or the purchase of any of the Personal Property. If no such documents exist, Seller shall furnish its certification to that effect;

3.3.3 Insurance Policies. Copies of certificates evidencing the insurance carried by Seller of the Property;

3.3.4 Other Documents. All data, correspondence, documents, agreements, waivers, notices, applications and other records with respect to the Property relating to transactions with taxing authorities, governmental agencies, utilities, vendors and others with whom Buyer may be dealing from and after the Closing Date; and

3.3.5 Requested Information. Such other documents and information concerning the Property as Buyer may reasonably request.

3.4 Approval/Disapproval of Due Diligence Investigations. Buyer shall approve or disapprove the results of Buyer's Due Diligence Investigation, in the exercise of Buyer's sole discretion, by written notice delivered to Seller and Escrow Holder, no later than the expiration of the Due Diligence Period. Buyer may extend the Due Diligence Period by one period of 15 days at no additional cost by giving notice 5 days before original expiration of the Due Diligence Period. Buyer's disapproval shall terminate this Agreement unless, at the time Buyer gives notice of its disapproval, Buyer also notifies Seller of Buyer's desire to enter into negotiations with Seller for the purpose of reaching an accommodation concerning the disapproval ("Disapproval Accommodation"). If Buyer so notifies Seller and the parties have not reached a written agreement satisfactory to both of them regarding the Disapproval Accommodation within 10 days after the date of the disapproval notice, Buyer, at its option, may either (a) elect to terminate this Agreement by so notifying Seller and recover the Deposit (less the Independent Consideration), or (b) elect to proceed with the transactions contemplated by this Agreement notwithstanding its earlier disapproval and failure to obtain a Disapproval Accommodation. If Buyer fails to deliver to Seller notice of its approval or disapproval of the results of its Due Diligence Investigation, Buyer shall be deemed to have approved such results. If Buyer elects to terminate the Agreement, Buyer shall return to Seller or destroy (at Seller's option) all of the Preliminary Documents and Additional Documents previously delivered by Seller to Buyer within 5 business days of such termination.

3.5 Title Review.

3.5.1 Monetary Liens. At its expense, Seller shall remove all liens on the Property at or prior to the Closing (collectively, "**Monetary Liens**"): (i) all delinquent taxes, bonds and assessments and interest and penalties thereon (it being agreed that Seller shall not be required to remove any non-delinquent taxes and assessments

imposed by any governmental agency that are paid with the property taxes for the Property); and (ii) all other monetary liens, including without limitation all those shown on the Preliminary Title Report (including judgment and mechanics' liens, whether or not liquidated, and mortgages and deeds of trust, with Seller being fully responsible for any fees or penalties incurred in connection therewith).

3.5.2 Approval/Disapproval of Title Review. Buyer shall approve or disapprove of the Preliminary Title Report, the Survey and any exceptions to title shown thereon (other than the Monetary Liens) in the exercise of Buyer's sole discretion, within 10 days after the later of (i) the Effective Date, or (ii) Buyer's receipt of the Preliminary Title Report, together with copies of all documents referred to therein. If Buyer approves, Buyer shall deliver to Seller and Escrow Holder, Buyer's written approval of current Preliminary Title Reports on the Property, issued by Escrow Holder at Seller's expense. If Buyer disapproves, Buyer shall give Seller a written notice ("**Disapproval Notice**") identifying the disapproved title matters ("**Disapproved Title Matters**"). Seller shall have 10 days to agree to clear Buyer's Disapproved Title Matters, or escrow shall be terminated. Seller shall agree to remove Monetary Liens other than non-delinquent property taxes and assessments. With respect to any Disapproved Title Matters, other than the Monetary Liens, Seller shall notify Buyer in writing within 10 days after Seller's receipt of the Disapproval Notice whether Seller will cause the Disapproved Title Matters to be removed or cured at or prior to Closing.

3.5.3 Buyer's Options. If any Disapproved Title Matters (including the Monetary Liens) have not been removed at least 5 days prior to Closing or provision for their removal at the Closing has not been made to Buyer's satisfaction, Buyer may, at its option: (i) close the purchase of the Property and take title subject to the Disapproved Title Matters which have not been removed; (ii) close the purchase of the Property and cure or remove the Disapproved Title Matters which have not been removed. Buyer may credit the costs of such cure or removal against the Purchase Price by reducing the amount of cash payable by Buyer at the Closing, but only to the extent such costs are expended to remove (A) Monetary Liens referred to in Section 3.5.1 or (B) Disapproved Title Matters which Seller agreed to remove; or (iii) terminate this Agreement in accordance with Section 9.6.1.

3.5.4 Failure to Approve. If Buyer fails to notify Seller of its approval or disapproval of the Preliminary Title Report, the Survey or the exceptions shown thereon by the end of the Due Diligence Period, then Buyer shall be deemed to have approved the same.

ARTICLE 4. CONDITIONS PRECEDENT.

4.1 Buyer's Conditions. Buyer's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section 4.1 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or in part by Buyer by written notice to Seller.

4.1.1 Due Diligence. Buyer having approved of the results of its Due Diligence Investigation pursuant to Section 3.4;

4.1.2 Title Review. Buyer having approved of the results of its review of title pursuant to Section 3.5.

4.1.3 Title Policy. Seller having caused the Escrow Holder's underwriter to deliver to Buyer (a) a Standard Owner's policy of title insurance in the amount of the purchase price ("**Title Policy**") (or at Buyer's election a binder therefor) for the Property, or (b) the Title Company's irrevocable commitment to issue such policy of title insurance, (including such coinsurance, reinsurance and endorsements as Buyer shall require), with liability equal to the Purchase Price showing fee title to the Property vested in Buyer and subject only to: (i) the matters and exceptions which were approved by Buyer pursuant to Section 3.5; and (ii) the standard printed exceptions in the form of title policy called for (collectively, "**Conditions of Title**"). Buyer has the right to conduct a survey, at Buyer's expense, and obtain an extended ALTA policy, with the extended policy premium at Buyer's expense.

4.1.4 Performance of Covenants. Seller performing and complying in all material respects with all of the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing.

4.1.5 Representations and Warranties. The representations and warranties of Seller set forth in Article 5 being true and accurate on the Closing Date, as if made on such date.

4.1.6 Non-Foreign Certification. Seller having executed and delivered to Buyer on or prior to the Closing Date a certification (the "**Non-Foreign Certification**"), substantially in the form of Exhibit C.

4.1.7 California Certification. Seller having furnished the residency certification required pursuant to Sections 18805 and 26131 of the California Revenue and Taxation Code or having authorized Escrow Holder in writing to withhold from the Purchase Price the amounts required to be withheld by such Sections.

4.2 Seller's Conditions. Seller's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section 4.2 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or part by Seller by written notice to Buyer.

4.2.1 Covenants. Buyer performing and complying in all material respects with all of the terms of this Agreement to be performed and complied with by Buyer prior to or at the Closing.

4.2.2 Representations and Warranties. The representations of Buyer set forth in Article 6 being true and accurate on the Closing Date, as if made on such date.

ARTICLE 5. SELLER'S REPRESENTATIONS AND WARRANTIES.

Seller hereby makes the following representations and warranties to Buyer with the understanding that each such representation and warranty is material and is being relied upon by Buyer:

5.1 [Reserved].

5.2 Compliance. The Property, and the operation thereof, are in compliance with all applicable laws, ordinances, rules, regulations, judgments, orders, covenants, conditions, restrictions, whether federal, state, local, foreign or private. Seller has not received any request either formal or informal, oral or written, that Seller modify or terminate any use of the Property. The zoning of the Property permits the current Improvements and use of the Property, and there is no pending or contemplated rezoning. The Property complies with all applicable subdivision laws and all local ordinances enacted thereunder and no subdivision or parcel map not already obtained is required to transfer the Property to Buyer.

5.3 Documents. All of the Preliminary Documents and the Additional Documents which have been delivered or made available to Buyer pursuant to Article 3, and all other documents delivered to Buyer by or on behalf of Seller (a) are true, correct and complete copies of what they purport to be, (b) represent truly the factual matters stated therein, (c) are in full force and effect, (d) have not been modified, except as set forth therein and (e) do not omit any information required to make the submission thereof accurate and complete in all material respects.

5.4 [Reserved].

5.5 Taxes and Condemnation. Except as disclosed on [Schedule 5.5], there are no presently pending or contemplated special taxes or assessments which will affect the Property. There are no presently pending or contemplated proceedings to condemn or demolish the Property or any part of it.

5.6 Utilities. All water, sewer, gas, electric, telephone and drainage facilities, and all other utilities required by law or by the normal operation of the Property, are (a) installed to the property lines of the Property, (b) connected to the Property, and (c) adequate to service the Property in its present use and to permit full compliance with all requirements of law and normal usage by the occupants of the Property. All such utilities and storm and sanitary sewers required for the operation of the Property enter the Land through adjoining public streets or through adjoining private land in accordance with valid public or private easements that will inure to the benefit of Buyer.

5.7 Personal Property. Seller has no Personal Property located within or used in connection with the Property, and therefore, there is no Personal Property to sell to Buyer.

5.8 Contracts/Leases/Occupancy Rights. Exhibit G contains a description of all contracts entered into by Seller or its property manager or leasing agent relating to the

management, maintenance, leasing or operation of the Property ("**Service Contracts**"). Except for the Service Contracts, there are no agreements or other obligations to which Seller is party or by which it or the Property is bound which may affect the current use of the Property, nor are there any current leases, occupancy or operating agreements in force. No party has a right to occupancy, tenancy, or a license to use or enter the Property. Except as set forth in Exhibit G, Seller has fully performed all the obligations required to be performed by Seller under the Service Contracts and the other parties to the same are not in default thereunder. There are no collective bargaining agreements, other union contracts of any nature, pension plans or other benefit plans of any nature in existence to which Seller is a party and which affect the Property or the operation thereof.

5.9 Litigation. Except as disclosed on Exhibit H, there are no actions, suits, proceedings, judgments, orders, decrees or governmental investigations pending or threatened against the Property or Seller which could affect the Property or the purchase, use or enjoyment thereof by Buyer.

5.10 Agreements with Governmental Authorities. To Seller's knowledge, there are no agreements with governmental authorities, agencies, utilities or quasi-governmental entities which affect the Property except those agreements which are identified in the Preliminary Title Report and those matters which are disclosed by the Survey.

5.11 Intentionally Omitted.

5.12 Hazardous Materials.

5.12.1 Definitions. For purposes of this Agreement:

(a) "**Environmental Law(s)**" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq., the Clean Water Act, 33 U.S.C. Sections 1251 et seq., The Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. H&S Code Sections 25249.5-25249.13), the Carpenter-Preseley-Tanner Hazardous Substance Account Act (Cal. H&S Code Sections 25300 et seq.), and the California Water Code Sections 1300, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, cleanup, transportation or Release or threatened Release into the environment of Hazardous Material.

(b) "**Hazardous Material**" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead,

(v) asbestos, (vi) flammable explosives, (vii) infectious materials or (viii) radioactive materials.

(c) **"Release"** means any spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leaching, dumping or disposing into the environment of any Hazardous Material (including the abandonment or discarding of barrels, containers, and other receptacles containing any Hazardous Material).

5.12.2 Representations. Except as otherwise disclosed in Schedule 5.14.2:

(a) To the best of Seller's knowledge the Property and all existing uses and conditions of the Property are in compliance with all Environmental Laws, and Seller has not received any written notice of violation issued pursuant to any Environmental Law with respect to the Property or any use or condition thereof.

(b) To the best of Seller's knowledge neither Seller nor any other present or former owner of the Property has used, handled, stored, transported, released or disposed of any Hazardous Material on, under or from the Property in violation of any Environmental Law.

(c) To the best of Seller's knowledge there is no Release of any Hazardous Material existing on, beneath or from or in the surface or ground water associated with the Property.

(d) To the best of Seller's knowledge all required permits, licenses and other authorizations required by or issued pursuant to any Environmental Law for the ownership or operation of the Property by Seller have been obtained and are presently maintained in full force and effect.

(e) To the best of Seller's knowledge there exists no writ, injunction, decree, order or judgment outstanding, nor any lawsuit, claim, proceeding, citation, directive, summons or investigation pending or, to Seller's knowledge, threatened pursuant to any Environmental Law relating to (i) the ownership, occupancy or use of any portion of the Property by Seller or occupant or user of any portion of the Property or any former owner of any portion of the Property, (ii) any alleged violation of any Environmental Law by Seller or occupant or user of any portion of the Property or any former owner of any portion of the Property or (iii) the suspected presence, Release or threatened Release of any Hazardous Material on, under, in or from any portion of the Property.

(f) To Seller's knowledge, there are no above-ground or underground tanks located on the Property used or formerly used for the purpose of storing any Hazardous Material.

(g) To the best of Seller's knowledge, no asbestos abatement or remediation work has been performed on the Property.

(h) To the best of Seller's knowledge, there is no PCB-containing equipment or PCB-containing material located on or in the Property.

5.13 Title to the Property. Seller has good and marketable title to the Property, subject to the Conditions of Title. There are no outstanding rights of first refusal or first look, options to purchase, rights of reverter, or claim of right relating to the transfer or sale of the Property or any interest therein. To Seller's knowledge, there are no unrecorded or undisclosed documents or other matters which affect title to the Property. No person holding a security interest in the Property or any part thereof has the right to consent or deny consent to the sale of the Property as contemplated herein, and Seller has the right to pay off such person and to remove all such liens as of the Closing Date. Seller has enjoyed the continuous and uninterrupted quiet possession, use and operation of the Property.

5.14 Seller's Authority. Seller has the requisite power and authority to own and operate the Property and conduct its business where the same is now owned or operated. The execution, delivery and performance of this Agreement by Seller have been duly and validly authorized by all necessary action and proceedings, and no further action or authorization is necessary on the part of Seller (or its board of directors or shareholders) in order to consummate the transactions contemplated herein. This Agreement and the other documents executed by Seller in connection herewith are legal, valid and binding obligations of Seller, enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement by Seller, nor performance of any of its obligations hereunder, nor consummation of the transactions contemplated hereby, shall conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Seller was organized, or any indenture, mortgage, deed of trust, agreement, undertaking, instrument or document to which Seller or any affiliate thereof is a party or is bound, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Seller.

5.15 Parking. Seller has received no written notice from any governmental agency that the parking spaces on the Property are in violation of law.

5.16 Zoning. Seller has received no written notice from any governmental agency that the Property is not in compliance with zoning requirements and laws.

5.17 Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code.

5.18 No Employees. There are no on-site employees of Seller at the Property except _____. Buyer shall have no obligation to employ any individual employed by Seller or its affiliates in connection with the Property.

5.19 Inspections. Schedule 5.19 accurately describes (a) all inspections of the Property by any governmental agency or insurance company occurring within three (3) years prior to the Effective Date, (b) all matters which were noted by such governmental agency or insurance company as requiring correction, requesting or recommending modifications or termination of uses of the Property and (c) the present status of each such noted matter.

5.20 Misstatements and Omissions. Neither the representations and warranties made by Seller in this Article 5 nor elsewhere in this Agreement contain any untrue statement or any omission of a material fact.

5.21 Intentionally Omitted.

ARTICLE 6. BUYER'S REPRESENTATIONS AND WARRANTIES.

Buyer makes the following representation and warranties to Seller with the understanding that each such representation and warranty is material and is being relied upon by Seller:

6.1 Buyer's Authority. The execution, delivery and performance of this Agreement by Buyer have been duly and validly authorized by all necessary action and proceedings, and no further action or authorization is necessary on the part of Buyer in order to consummate the transactions contemplated herein.

6.2 No Conflict. Neither the execution nor delivery of this Agreement by Buyer, nor performance of any of its obligations hereunder, nor consummation of the transactions contemplated hereby, shall conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Buyer was organized, or any agreement to which Buyer is a party or is bound, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Buyer.

ARTICLE 7. SURVIVAL OF REPRESENTATIONS AND WARRANTIES AND INDEMNIFICATION.

7.1 Survival of Warranties. Buyer and Seller agree that each representation and warranty, covenant by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall be deemed made as of the date of this Agreement or such writing and again at the Closing, shall be deemed to be material, and unless expressly provided to the contrary shall survive the execution and delivery of this Agreement, the Deed and the Closing.

7.2 Notice of Changed Circumstances. If either party becomes aware of any fact or circumstances which would render false or misleading a representation or warranty made by such party, then it shall immediately give notice of such fact or circumstance to the other party, but such notice shall not relieve any party of any liabilities or obligations with respect to any representation or warranty.

7.3 Indemnification.

7.3.1 Seller's Indemnity. Seller's obligations pursuant to this Section 7.3.1 shall survive the Closing. Seller at its sole cost and expense hereby agrees to indemnify, defend (with counsel acceptable to Buyer), protect and hold harmless Buyer, from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action

and compliance requirements, enforcement and clean-up actions of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, actual attorneys' fees and costs of defense and costs and expenses of all experts and consultants (collectively, the "**Losses**"), arising directly or indirectly, in whole or in part, out of any one or more of the following:

(a) the breach or alleged breach of any covenant of Seller contained in this Agreement or the inaccuracy or alleged inaccuracy of any representation or warranty of Seller contained in this Agreement;

(b) Seller's ownership of the Property or the operation of the Property prior to the Closing Date; or

(c) the presence on, in or under the Property of any Hazardous Material on or before the Closing Date, any Release of any Hazardous Material, on, under or from the Property prior to the Closing Date or the use, generation, manufacturing, production, handling, storage, transport, discharge or disposal of any such Hazardous Materials on or before the Closing Date, from, under or about the Property, irrespective of whether any of such activities were or will be undertaken in accordance with Environmental Law or other applicable laws, regulations, codes and ordinances. The indemnity contained in this paragraph (c) shall further apply, without limitation, to: (i) all residual contamination and contamination affecting any natural resources; (ii) all consequential damages; (iii) the costs of any required remediation or removal work on the Property, including, without limitation: (A) costs of remediation or removal incurred by the United States Government or the State or any other person; and (B) fines or penalties which arise from the provisions of any statute, state or federal; and (iv) liability for personal injury or property damage arising under any statutory or common-law tort theory, including damages assessed for the maintenance of a public or private nuisance, response costs or for the carrying on of an abnormally dangerous activity.

7.3.2 Buyer's Indemnity. Buyer's obligations pursuant to this Section 7.3.2 shall survive the Closing. Buyer at its sole cost and expense hereby agrees to indemnify, defend (with counsel acceptable to Buyer), protect and hold harmless Seller, and their respective directors, officers and agents from and against any and all Losses, arising directly or indirectly, in whole or in part, out of any one or more of the following:

(a) the breach or alleged breach of any covenant of Buyer contained in this Agreement or the inaccuracy or alleged inaccuracy of any representation or warranty of Buyer contained in this Agreement;

(b) Buyer's ownership of the Property or the operation of the Property after the Closing Date; or

(c) the presence on, in or under the Property of any Hazardous Material after the Closing Date, any Release of any Hazardous Material, on, under or from the Property after the Closing Date or the use, generation, manufacturing, production, handling, storage, transport, discharge or disposal of any such Hazardous Materials after

the Closing Date, from, under or about the Property, irrespective of whether any of such activities were or will be undertaken in accordance with Environmental Law or other applicable laws, regulations, codes and ordinances. The indemnity contained in this paragraph (c) shall further apply, without limitation, to: (i) all residual contamination and contamination affecting any natural resources; (ii) all consequential damages; (iii) the costs of any required remediation or removal work on the Property, including, without limitation: (A) costs of remediation or removal incurred by the United States Government or the State or any other person; and (B) fines or penalties which arise from the provisions of any statute, state or federal; and (iv) liability for personal injury or property damage arising under any statutory or common-law tort theory, including damages assessed for the maintenance of a public or private nuisance, response costs or for the carrying on of an abnormally dangerous activity.

ARTICLE 8. SELLER'S PRECLOSING COVENANTS.

Seller shall comply with the covenants contained in this Article 8 from the Effective Date through the Closing Date unless Buyer consents otherwise in writing. Buyer may grant or withhold any such consent requested by Seller in Buyer's sole discretion.

8.1 Contracts and Documents. Seller shall not, without Buyer's approval, not to be unreasonably withheld or delayed, (a) amend or waive any right under any Service Contract, Preliminary Document or Additional Document, or (b) enter into any material agreement of any type affecting the Property that would survive the Closing Date.

8.2 Insurance. Seller shall maintain or cause to be maintained in full force and effect its present insurance policies for the Property.

8.3 Compliance with Obligations. Seller shall fully and timely comply with all obligations to be performed by it under the Service Contracts, the other Preliminary Documents, the Conditions of Title and all permits, licenses, approvals and laws, regulations and orders applicable to the Property.

8.4 No Transfers. Seller shall not sell, encumber or otherwise transfer any interest in all or any portion of the Property, or agree to do so.

8.5 Termination of Contracts. Seller at its sole cost and expense shall terminate all of the Service Contracts described in Section 5.8 at or before the Closing Date, except for those contracts which Buyer expressly agrees to assume and which are actually assumed by Buyer pursuant to Section 9.3.3.

8.6 Maintenance. At its sole cost and expense, Seller shall operate and maintain the Property such that on the Closing Date the Property shall be in at least as good a condition and repair as on the Effective Date, reasonable wear and tear excepted. Without limiting the generality of the foregoing, Seller shall, at a minimum, spend such amounts for repair and maintenance as are consistent with its prior practice. Seller shall promptly advise Buyer of any significant repair or improvement required to keep the Property in such condition. Seller shall not make any material alterations to the Property.

8.7 **Best Efforts.** Seller shall use its best efforts to cause the conditions set forth in Section 4.1 to be satisfied by the Closing Date, and Seller shall not take or permit any action that would result in any of the representations and warranties set forth in Article 5 becoming false or incorrect.

ARTICLE 9. CLOSING.

9.1 **Time.** Provided all conditions set forth in Article 4 have been either satisfied or waived, the parties shall close this transaction (the "**Closing**"), on the date which is 30 days after the later of: (i) the expiration of the Due Diligence Period (the "**Closing Date**" "Closing Date" ") and (ii) the Buyer waiving its approval of Due Diligence Investigation, as such date may be extended by the provisions of Article 10.

9.2 **Escrow.** This Article 9, together with such additional instructions as Central Escrow LA, Attention: Sarah Lee, Senior Escrow Officer, sarah@cescrowla.com, Central Escrow LA, 3660 Wilshire Blvd, Suite 108, Los Angeles CA 90010 ("Escrow Holder"), shall reasonably request and the parties shall agree to, shall constitute the escrow instructions to Escrow Holder. If there is any inconsistency between this Agreement and the Escrow Holder's additional escrow instructions, this Agreement shall control unless the intent to amend this Agreement is clearly stated in said additional instructions. Buyer and Seller shall cause Escrow Holder to execute and deliver a counterpart of this Agreement to each of them. If the Title Company does not serve as the Escrow Holder, the Title Company shall provide a letter to Buyer, in form and content acceptable to Buyer, pursuant to which the Title Company accepts responsibility and liability for the acts and omissions of Escrow Holder in discharging Escrow Holder's obligations hereunder, including, without limitation, any acts or omissions of Escrow Holder relating to the Title Company's commitment to issue the Title Policy, the receipt, recordation or delivery of any documents placed into escrow, and the receipt and disbursement of any funds placed into escrow.

9.3 **Seller's Deposit of Documents and Funds Into Escrow.** Seller shall deposit into escrow on or before Closing the following documents:

9.3.1 A duly executed and acknowledged grant deed, in the form acceptable to Buyer, conveying the Property to Buyer ("**Grant Deed**") in the form attached as Exhibit F;

9.3.2 [Reserved];

9.3.3 A duly executed assignment, in the form of Exhibit E, assigning to Buyer all of Seller's interest (a) in the Plans, (b) in all warranties of which Seller is the beneficiary with respect to the Property, (c) in all intangible assets of the Property, and (d) in the Service Contracts which Buyer has elected to assume (the "**General Assignment**");

9.3.4 The originals (or copies if originals are unavailable) of the Service Contracts Buyer has elected to assume, if any, and estoppel certificates from all current

tenants and the other parties to such Service Contracts no later than 10 business days before Closing, showing no defaults, in form and substance satisfactory to Buyer;

9.3.5 All costs of Closing, including, but not limited to, the CLTA increment of the premium for the Title Policy, recording fees, transfer taxes and fees, one-half of the escrow fees, sales tax and any other costs of Closing customarily paid by sellers of real property, plus or minus prorations as provided in Section 9.8; provided that, subject to Section 9.6, Buyer and Seller shall bear their own attorneys' fees and costs in connection with the negotiation and preparation of this Agreement and the transactions completed by this Agreement;

9.3.6 Seller's Non-foreign Certification;

9.3.7 All records and files relating to the management or operation of the Property, including, without limitation, property tax bills, insurance, and property taxes; and

9.3.8 Such additional documents, including written escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement.

9.4 Deliveries Outside of Escrow. Notwithstanding Section 9.3, Seller and Buyer may elect to deliver the documents described in Section 9.3 outside of escrow (other than documents which are to be recorded) by giving Escrow Holder a joint written notice of such election, specifying the documents which will be so delivered outside of escrow. Upon receipt of such notice, Escrow Holder shall have no further obligation concerning such specified documents.

9.5 Buyer's Deposit of Documents and Funds. Buyer shall deposit into escrow:

9.5.1 The Purchase Price in accordance with the provisions of Article 2, plus or minus prorations as provided in Section 9.8, by cashier's or certified check or electronic transfer of federal funds to Escrow Holder, on or before the Closing Date; and

9.5.2 Such additional documents, including written escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement.

9.6 Default, Termination and Remedies.

9.6.1 Buyer's Termination. This Agreement shall automatically terminate without further notice or action by Buyer upon the occurrence of any of the following events, provided that Buyer is not then in material breach of this Agreement: (a) any condition to Closing contained in Section 4.1 has not been satisfied or waived by Buyer by the Closing Date; or (b) Buyer having exercised its right to terminate this Agreement pursuant to Section 3.4 (disapproval of Due Diligence Investigation), Section 3.5 (disapproval of title) or Article 10 (damage or condemnation). In such event, the parties shall have no further obligation to each other except for those obligations that specifically

survive the termination of this Agreement. If this Agreement terminates as a result of Seller's material breach of this Agreement, Buyer shall have all remedies it may have hereunder or at law as a result of such occurrence, including the remedy of specific performance.

9.6.2 Seller's Termination. Provided that Seller is not then in material breach of this Agreement, this Agreement shall automatically terminate without further notice or action by Seller if any condition to Closing contained in Section 4.2 has not been satisfied or waived by Seller by the Closing Date.

9.6.3 Release from Escrow. Upon termination of this Agreement pursuant to Section 9.6.1 or 9.6.2, Escrow Holder shall promptly return to Buyer and Seller, respectively, all documents and monies deposited by them into escrow without prejudice to their rights and remedies hereunder.

9.6.4 Remedies.

(a) Buyer's Remedies. If Seller breaches this Agreement, Buyer shall be entitled to pursue all remedies permitted herein and by law, including the remedy of specific performance. No termination of the escrow by Buyer following a breach by Seller shall be deemed to waive such breach or any remedy otherwise available to Buyer.

(b) Seller's Remedies/Liquidated Damages. IF BEFORE THE CLOSE OF ESCROW BUYER FAILS TO COMPLY WITH OR PERFORM BUYER'S OBLIGATIONS UNDER THIS AGREEMENT AND (EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH 9.6) DOES NOT CURE SUCH FAILURE WITHIN TEN BUSINESS DAYS AFTER SELLER GIVES BUYER WRITTEN NOTICE OF SUCH FAILURE, THEN SELLER MAY THEREAFTER: (I) TERMINATE THIS AGREEMENT; (II) RECEIVE AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES IF SUCH DEFAULT OCCURS PRIOR TO BUYER'S APPROVAL OF THE TITLE REVIEW; (III) RECEIVE AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES IF SUCH DEFAULT OCCURS AFTER BUYER'S APPROVAL PERIOD; AND (IV) EXERCISE THE OTHER RIGHTS AND REMEDIES RESERVED BY SELLER AS PROVIDED IN THIS PARAGRAPH. IN THE EVENT SELLER TERMINATES THIS AGREEMENT BY REASON OF BUYER'S DEFAULT, BUYER AND SELLER SHALL BE RELIEVED OF ANY FURTHER OBLIGATION TO EACH OTHER WITH RESPECT TO THIS AGREEMENT AND THE PROPERTY. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY BUYER AND SELLER: THAT SELLER WILL INCUR SUBSTANTIAL DAMAGES AS A RESULT OF ANY FAILURE BY BUYER TO COMPLY WITH OR PERFORM BUYER'S OBLIGATIONS UNDER THIS AGREEMENT IN THE FORM OF, AMONG OTHER THINGS, ADDITIONAL INTEREST COSTS, MARKETING COSTS, OPPORTUNITY COSTS AND OTHER RELATED EXPENDITURES; THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO CALCULATE AND ASCERTAIN AS OF THE EFFECTIVE DATE OF THIS AGREEMENT THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED IN SUCH EVENT BY SELLER; AND THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF THE EXTENT TO WHICH SELLER MAY BE DAMAGED BY BUYER'S DEFAULT IN LIGHT OF THE DIFFICULTY THE PARTIES

WOULD HAVE IN DETERMINING SELLER'S ACTUAL DAMAGES AS A RESULT OF SUCH DEFAULT BY BUYER.

SELLER'S INITIALS

BUYER'S INITIALS

(c) Waiver of Specific Performance. SELLER HEREBY WAIVES THE RIGHT TO MAINTAIN AN ACTION FOR SPECIFIC PERFORMANCE OF BUYER'S OBLIGATION TO PURCHASE THE PROPERTY AND SELLER AGREES THAT SELLER CAN BE ADEQUATELY COMPENSATED IN MONEY DAMAGES IF BUYER FAILS TO PURCHASE THE PROPERTY IN BREACH OF THIS AGREEMENT. SELLER ACKNOWLEDGES THAT THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION BEING GIVEN TO BUYER FOR ENTERING INTO THIS AGREEMENT AND THAT BUYER WOULD BE UNWILLING TO ENTER INTO THIS AGREEMENT IN THE ABSENCE OF THE PROVISIONS OF THIS PARAGRAPH.

SELLER'S INITIALS

BUYER'S INITIALS

9.7 Closing. When Escrow Holder has received all documents and funds identified in Sections 9.3 and 9.5, has received notification from Buyer and Seller that all conditions to Closing to be satisfied outside of escrow have been satisfied or waived and Title Company is irrevocably committed to issue the Title Policy, then, and only then, Escrow Holder shall:

9.7.1 Record the Grant Deed;

9.7.2 Cause the Title Company to issue the Title Policy to Buyer;

9.7.3 To the extent not otherwise delivered to Buyer outside of escrow, deliver to Buyer: (a) a conformed copy (showing all recording information thereon) of the Grant Deed; (b) fully executed original counterparts of the Bill of Sale, the General Assignment; and (c) the Seller's Certificate, the Service Contracts referred to in Section 9.3.6, the Non-foreign Certification;

9.7.4 Deliver the Purchase Price (as adjusted pursuant to Section 9.8) to Seller.

Escrow Holder shall prepare and sign closing statements showing all receipts and disbursements and deliver copies to Buyer and Seller and, if applicable, shall file with the Internal Revenue Service (with copies to Buyer and Seller) the reporting statement required under Section 6045(e) of the Internal Revenue Code.

9.8 Prorations. Subject to the other provisions of this Section 9.8, all receipts and disbursements of the Property will be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date. Not less than five business days prior to the

Closing, Seller shall submit to Buyer for its approval a tentative prorations schedule showing the categories and amounts of all prorations proposed. The parties shall agree on a final prorations schedule prior to the Closing and shall deliver the same to Escrow Holder. If following the Closing either party discovers an error in the prorations statement, it shall notify the other party and the parties shall promptly make any adjustment required.

9.8.1 Capital Expenditures and Accounts Payable. All capital and other improvements (including labor and material) which have been performed or contracted for, by or on behalf of Seller prior to the Closing Date, and all sums due for accounts payable which have been incurred with respect to the Property prior to the Closing Date shall be paid by Seller and shall be subject to the indemnification provisions of Section 7.3. Buyer shall furnish to Seller for payment any bills for such period received after the Closing Date, and Buyer shall have no further obligation with respect thereto.

9.8.2 Property Taxes. All real and personal property ad valorem taxes and special assessments, if any, whether payable in installments or not, including without limitation, all supplemental taxes attributable to the period prior to the Closing Date for the calendar year in which the Closing occurs, shall be prorated to the Closing Date, based on the latest available tax rate and assessed valuation. If the amount of any installment of real property taxes is not known as of the Closing Date, then a proration shall be made by the parties based on a reasonable estimate of the real property taxes applicable to the Property and the parties shall adjust the proration when the actual amount becomes known upon the written request of either party made to the other.

9.8.3 Utility Charges. All utility charges shall be prorated as of the Closing Date and Seller shall obtain a final billing therefor. All utility security deposits, if any, shall be retained by Seller.

9.9 Possession. Seller shall deliver exclusive right of possession of the Property to Buyer on the Closing Date, subject only to the conditions of title and existing leases.

ARTICLE 10. DAMAGE, DESTRUCTION AND CONDEMNATION.

This Agreement shall be governed by the Uniform Vendor and Purchaser Risk Act as set forth in Section 1662 of the California Civil Code as supplemented and modified by this Article 10. Seller shall promptly notify Buyer in writing of any material damage to the Property and of any taking or threatened taking of all or any portion of the Property. Within a reasonable period of time after receipt of such notice, Buyer shall determine whether a material part of the Property has been damaged or whether such taking or threatened taking has affected or will affect a material part of the Property. As used herein, (a) the destruction of a "**material part**" of the Property shall be deemed to mean an insured or uninsured casualty to the Property having an estimated cost of repair which in the reasonable judgment of Buyer equals or exceeds \$300,000; and (b) a taking by eminent domain of a portion of the Property shall be deemed to affect a "**material part**" of the Property if in the reasonable judgment of Buyer the estimated value of the portion of the Property taken exceeds \$300,000. Upon making its determination, Buyer shall

notify Seller in writing of the results of such determination. Buyer may elect, by written notice delivered to Seller within 30 days after giving Seller notice of such determination, to terminate this Agreement in accordance with Section 9.6.1 if a material part of the Property has been damaged or if such taking has affected or will affect a material part of the Property. If Buyer does not so terminate, (i) in the case of damage to a material part of the Property, Seller shall assign to Buyer at the Closing its right to recover under any insurance policies covering such damage and shall pay Buyer at the Closing the amount of the deductible, if any, and (ii) in the case of a threatened or actual taking of a material part of the Property, Seller shall assign to Buyer at the Closing Seller's entire right, title and interest in the proceeds thereof. If between the Effective Date and the Closing Date the Property suffers damage which is not material, Seller shall repair such damage at its expense prior to the Closing, and the Closing Date shall be extended for a reasonable period of time not to exceed 30 days to allow for completion of such repairs. The Closing Date shall be extended as necessary to permit Buyer to exercise its rights under this Article 10.

ARTICLE 11. GENERAL.

11.1 Notices. All notices, demands, approvals, and other communications provided for in this Agreement shall be in writing and shall be effective (a) when personally delivered to the recipient at the recipient's address set forth below; (b) five business days after deposit in a sealed envelope in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed to the recipient as set forth below; or (c) one business day after deposit with a recognized overnight courier or delivery service, addressed to the recipient as set forth below, whichever is earlier. If the date on which any notice to be given hereunder falls on a Saturday, Sunday or legal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday.

The addresses for notice are:

SELLER: Hyun C. Park.

Phone: _____

Email: _____

With a copy to: Urban Real Estate

Attn: Yong Su Koh and Allen Lee Kwon
2975 Wilshire Blvd. #600
Los Angeles, CA 90010

Phone: _____

Email: _____

BUYER: City of Stanton

Attn: Jarad Hildenbrand, City Manager

7800 Katella Avenue
Stanton, CA 90680
Phone: (714) 890-4277
Email: JHildenbrand@StantonCA.gov

With a copy to: Best Best & Krieger LLP
Attn: Brian Byun
655 West Broadway, 15th Floor
San Diego, CA 92101
Phone: (619) 525-1360
Email: Brian.Byun@bbklaw.com

Either party may change its address by written notice to the other given in the manner set forth above.

11.2 Entire Agreement. This Agreement and the Schedules and Exhibits hereto contain the entire agreement and understanding between Buyer and Seller concerning the subject matter of this Agreement and supersede all prior agreements, including any previous letter of intent or terms, understandings, conditions, representations and warranties, whether written or oral, made by Buyer or Seller concerning the Property or the other matters which are the subject of this Agreement.

11.3 Amendments and Waivers. No addition to or modification of this Agreement shall be effective unless set forth in writing and signed by the party against whom the addition or modification is sought to be enforced. The party benefited by any condition or obligation may waive the same, but such waiver shall not be enforceable by another party unless made in writing and signed by the waiving party.

11.4 Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

11.5 References. Unless otherwise indicated, (a) all Article, Section, Schedule and Exhibit references are to the articles, sections, schedules and exhibits of this Agreement, and (b) all references to days are to calendar days. All the Schedules and Exhibits attached hereto are incorporated herein by this reference. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday or California state holiday, such time for performance shall be extended to the next business day. The headings used in this Agreement are provided for convenience only and this Agreement shall be interpreted without reference to any headings. The masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others whenever the context so indicates or requires.

11.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

11.7 Confidentiality and Publicity. The parties shall at all times keep this transaction and any documents received from each other confidential, except to the extent necessary to (a) comply with applicable law and regulations, or (b) carry out the obligations set forth in this Agreement. Any such disclosure to third parties shall indicate that the information is confidential and should be so treated by the third party. No press release or other public disclosure may be made by Seller or any of its agents concerning this transaction without the prior consent of Buyer.

11.8 Time. Time is of the essence in the performance of the parties' respective obligations under this Agreement.

11.9 Attorneys' Fees. In the event of any legal or equitable proceeding to enforce any of the terms or conditions of this Agreement, or any alleged disputes, breaches, defaults or misrepresentations in connection with any provision of this Agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs of defense paid or incurred in good faith.

11.10 Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However, Seller shall not have the right to assign all or any portion of its interest in this Agreement without Buyer's prior written consent. Buyer shall have the right to assign all or any portion of its interest in this Agreement, to an entity owned or partially owned by Buyer, or under common control with Buyer, including a to-be-formed special purpose LLC or partnership for this transaction, upon notice to Seller not later than three days prior to the Closing Date.

11.11 Further Assurances. Seller, at any time before or after Closing, shall, at its own expense, execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents and instruments of transfer reasonably requested by Buyer and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by Buyer for the purpose of transferring and confirming to Buyer, or reducing to Buyer's possession, any or all of the Property or otherwise carrying out the terms of this Agreement.

11.12 Cooperation With Exchange. Each party agrees to cooperate with the other if such party intends to accomplish a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986. Buyer and/or Seller may assign this Agreement to an exchange intermediary for the purpose of facilitating such an exchange by the assigning party. Buyer's duty to cooperate shall be limited to the transfer of money to Seller or Seller's designee in exchange for the Property, and in no event shall Buyer act as purchaser or acquirer of any exchange property. Seller's duty to cooperate shall be limited to the transfer of the Property to Buyer or Buyer's designee and in no event will

Seller exchange the Purchase Property for any exchange property designated by Buyer. The requesting party shall indemnify and defend and hold the other party harmless from any claims, loss, damages or liability arising out of participation in an exchange.

11.13 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third person to any party hereto or give any third person any right of subrogation or action over against any party to this Agreement.

11.14 Remedies Cumulative. The remedies set forth in this Agreement are cumulative and not exclusive to any other legal or equitable remedy available to a party.

11.15 Brokers: Commissions. Seller is represented by Yong Su Koh and Allen Lee Kwon of Urban Real Estate (DRE No. 02117471), 2975 Wilshire Blvd. #600, Los Angeles, CA 90010. Buyer is represented by Kosmont Real Estate Services (d/b/a Kosmont Realty) (DRE No. 02058445), 1230 Rosecrans Ave., #630 Manhattan Beach, CA 90266. Upon close of escrow, Seller shall pay all commissions owed to Kosmont Realty, via separate agreement.

11.16 Counterparts/Facsimile/.PDF Signatures. This Agreement may be executed in counterparts and when so executed by the parties, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument that shall be binding upon the parties, notwithstanding that the parties may not be signatories to the same counterpart or counterparts. The parties may integrate their respective counterparts by attaching the signature pages of each separate counterpart to a single counterpart. In order to expedite the transaction contemplated herein, facsimile or .pdf signatures may be used in place of original signatures on this Agreement. Seller and Buyer intend to be bound by the signatures on the facsimile or .pdf document, are aware that the other party will rely on the facsimile or .pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BUYER:

City of Stanton, a California municipal corporation

By: _____ Jarad Hildenbrand
Its: City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

By: _____
City Attorney

SELLER:

Hyun C. Park, an individual

Hyun C. Park

APPROVED AS TO FORM:
LAW OFFICES OF _____

By: _____
_____, Attorney for Seller

Acceptance by Escrow Holder

Escrow Holder acknowledges receipt of the foregoing Agreement and accepts the instructions contained therein.

Dated: _____, 20____

By:_____

Name:_____

Title:_____

EXHIBIT A
LAND DESCRIPTION

EXHIBIT B

[RESERVED]

EXHIBIT C

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the CITY OF STANTON, a California municipal corporation (the "Transferee"), that withholding of tax under Section 1445 of the Code will not be required upon the transfer of a U.S. real property interest to the Transferee by _____ (the "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);

2. The Transferor's U.S. employer identification number is _____;
and

3. The Transferor's office address is _____.

The Transferor understands that this Certificate may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury I declare that I have examined this Certification and, to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

DATED: _____, 20____.

_____, a California corporation

By:

—

Name: _____

Title: _____

EXHIBIT D

[RESERVED]

EXHIBIT E

GENERAL ASSIGNMENT

This Assignment (the "Assignment") is made as of _____, by _____, a California corporation ("Assignor").

FOR VALUABLE CONSIDERATION, as set forth in that certain Agreement of Purchase and Sale and Joint Escrow Instructions dated _____, 20__ (the "Agreement"), Assignor hereby assigns and transfers to the CITY OF STANTON, a California municipal corporation ("Assignee"), following:

A. All equipment leases, service and/or maintenance agreements and contracts relating to the Real Property (collectively, the "Contracts")[, as more particularly described in Schedule 1 attached hereto];

B. All permits, licenses, consents, registrations and other similar approvals applicable to the Real Property (collectively, the "Approvals")[, which Approvals are more particularly described in Schedule 2 attached hereto];

C. All as-built plans and specifications for: (1) the Real Property; (2) any and all improvements used in connection with the operation or occupancy of the Real Property or located upon the Real Property (the "Improvements"); and (3) any and all personal property owned by Assignor located within or used in connection with the operation of the Real Property and Improvements (the "Personal Property") (collectively, the "Plans"); and

D. All warranties of which Assignor is the beneficiary (the "Warranties") with respect to the Improvements or Personal Property.

This Assignment shall not supersede the Agreement and, in the event of conflict between this Assignment and the Agreement, the Agreement shall control.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

ASSIGNOR:

_____, a California corporation

By _____

Its _____

SCHEDULE 1

Note to drafter: List all equipment leases, service and/or maintenance agreements and contracts relating to the Real Property - if none known, delete this schedule and bracketed phrase but leave general assignment of unspecified contracts. Leases should have a separate assignment, so do not assign seller's interest in leases in this document.

SCHEDULE 2

Note to drafter: List all permits, licenses, consents, registrations and other similar approvals applicable to the Real Property- if none known, delete this schedule and bracketed phrase but leave general assignment of unspecified contracts

SCHEDULE 5.19

Note to drafter: List (a) all inspections of the Property by any governmental agency or insurance company occurring within three (3) years prior to the Effective Date, (b) all matters which were noted by such governmental agency or insurance company as requiring correction, requesting or recommending modifications or termination of uses of the Property and (c) the present status of each such noted matter

EXHIBIT F

GRANT DEED

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO**

City of _____

_____, CA

ATTN: City Clerk

**EXEMPT FROM RECORDING FEES PURSUANT
TO GOVERNMENT CODE SECTION 27383**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: _____

Grant Deed

The undersigned Grantor(s) declare(s): City of _____ is exempt from property taxes

Documentary transfer tax is \$ _____.

☐ Computed on full value of property conveyed, or

☐ Computed on full value less value of liens and encumbrances remaining at time of sale.

☐ Unincorporated area ☒ City of _____ and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

hereby GRANT(S) to

the following described real property in the City of _____

County of _____

State of California:

SEE ATTACHED EXHIBIT A

Dated: _____,
20____

By: _____

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (seal)

CERTIFICATE OF ACCEPTANCE

Pursuant to Section 27281 of the
California Government Code

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 20____, from _____, to the **City of** __, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of __, pursuant to the authority conferred by Resolution No. _____, adopted by the City Council of the City of _____ on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 20____

CITY OF _____

By _____

EXHIBIT G
SERVICE CONTRACTS

EXHIBIT H
LITIGATION