



# Placentia Planning Commission Agenda

Regular Meeting  
December 13, 2016  
6:30 p.m.

City Hall Front Community Room  
401 E. Chapman Avenue

**Christine Schaefer**  
Chair

**Frank Perez**  
Vice Chair

**Dennis Lee**  
Commissioner

**James Schenck**  
Commissioner

**Vic Tomazic**  
Commissioner

**Heather Francine**  
Commissioner

**Vacant**  
Commissioner

**City of Placentia**  
401 E Chapman Avenue  
Placentia, CA 92870

**Phone: (714) 993-8124**  
**Fax: (714) 528-4640**  
**Website: [www.placentia.org](http://www.placentia.org)**

### Procedures for Addressing the Commission

Any person who wishes to speak regarding an item on the agenda or on a subject within the Planning Commission's jurisdiction during the "Oral Communications" portion of the agenda should fill out a "Speaker Request Form" and give it to the Commission Secretary BEFORE that portion of the agenda is called. Testimony for Public Hearings will only be taken at the time of the hearing. Any person who wishes to speak on a Public Hearing item should fill out a "Speaker Request Form" and give it to the Commission Secretary BEFORE the item is called.

The Commission encourages free expression of all points of view. To allow all persons the opportunity to speak, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of an entire group. To encourage all views, the Commission discourages clapping, booing or shouts of approval or disagreement from the audience.

**PLEASE SILENCE CELL PHONES AND OTHER ELECTRONIC  
EQUIPMENT WHILE THE COMMISSION IS IN SESSION.**

### Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 993-8231. Notification 48 hours prior to the meeting will generally enable City staff to make reasonable arrangements to ensure accessibility.  
(28 CFR 35.102.35.104 ADA Title II)

Copies of all agenda materials are available for public review in the Office of the City Clerk, City Planning Division Counter, Placentia Library Reference Desk and the internet at [www.placentia.org](http://www.placentia.org) under the Planning Commission page. Persons who have questions concerning any agenda item may call the City Planning Division at (714) 993-8124 to make inquiry concerning the nature of the item described on the agenda.

In compliance California Government Code Section 54957.5, any writings or documents provided to a majority of the Planning Commission regarding any item on this agenda that are not exempt from disclosure under the Public Records Act will be made available for public inspection at the City Clerk's Office at City Hall, 401 East Chapman Avenue, Placentia, during normal business hours.

Study Sessions are open to the public and held in the City Council Chambers or City Hall Community Room.

**REGULAR MEETING**  
6:30 p.m. – City Council Chambers

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**CALL TO ORDER:**

**ROLL CALL:** Commissioner Francine  
Commissioner Lee  
Commissioner Schenck  
Commissioner Tomazic  
Vice Chair Perez  
Chair Schaefer

**PLEDGE OF ALLEGIANCE:**

**ORAL COMMUNICATIONS:**

At this time the public may address the Planning Commission concerning any agenda item, which is not a public hearing item, or on matters within the jurisdiction of the Planning Commission. There is a five (5) minute time limit for each individual addressing the Planning Commission.

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**CONSENT CALENDAR:**

1. **Minutes** - Planning Commission Meeting – November 9, 2016  
**Recommended Action:** Approve

**PUBLIC HEARINGS:**

2. **Applicant:** Galaxy Oil  
**Project Location:** 480 S. Placentia Avenue

**Recommended Actions:** It is recommended that the Planning Commission:

- a. Open the Public Hearing, concerning Use Permit 2016-13; and
- b. Receive the Staff report and consider all public testimony; and
- c. Close the Public Hearing; and
- d. Adopt Resolution PC-2016-25, a Resolution of the Planning Commission of the City of Placentia, approving Use Permit No. 2016-13 and Making Findings to permit the operation of a self-service, unmanned gas station which is proposed to operate on a 24-hour, 7-day per week basis in the C-M (Commercial Manufacturing) Zone; and finding that the proposed use is not expected to create a negative impact on the physical environment and is therefore categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines § 15332 and City Environmental Guidelines.

3. **Applicant:** Mercy Housing, California  
**Project Location:** 1924 Orangeview Avenue

**Recommended Actions:** It is recommended that the Planning Commission:

- a. Open Public Hearing, concerning General Plan Amendment (GPA) No. 2016-01, Zone Change, No. 2016-01, Variance 2016-02 and Development Plan Review (DPR) No. 2016-01, receive the Staff Report and consider all Public Testimony, close the Public Hearing; and
- b. Recommend to the City Council adoption of a Mitigated Negative Declaration for the project in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code §§ 21000-21177) and pursuant to §15063 of Title 14 of the California Code of Regulations (CCR); and
- c. Adopt Resolution No. PC-2016-22, a Resolution of the Planning Commission of the City of Placentia, California, recommending to the City Council of the City of Placentia, Amending the General Plan Land Use Designation from Industrial to High Density Residential which includes various Findings of consistency which justify approval of the amendment of a certain Land Use Designation Industrial to High Density Residential, changing the Official Zoning Map of the City by Changing the Zoning Designation from “C-M” Commercial Manufacturing to “R-3” High Density Residential District, and approval of a Variance which would allow only 52 parking spaces instead of the required 115 and allow for no covered parking or carports for the required 25 covered parking spaces and approval of the Development Plan Review; and
- d. Adopt Resolution No. PC-2016-23, a Resolution of the Planning Commission of the City of Placentia, California, recommending to the City Council approval of the Development Agreement subject to the Conditions of Approval and Standard Development Requirements.

**OLD BUSINESS:** None

**NEW BUSINESS:** None

**DEVELOPMENT REPORT:**

**DIRECTOR’S REPORT:**

#### **PLANNING COMMISSION REQUESTS**

Commission members may make requests or ask questions of Staff. If a Commission member would like to have formal action taken on a requested matter, it will be placed on a future Commission Agenda.

**ADJOURNMENT**

The Planning Commissioners ADJOURN to the next regular meeting on Tuesday, January 10, 2017 at 6:30 p.m. in the Placentia City Hall Front Community Room located at 401 East Chapman Avenue, Placentia CA, 92870.

**CERTIFICATION OF POSTING**

I, Joseph M. Lambert, Secretary to the Planning Commission of the City of Placentia, hereby certify that the Agenda for the December 13, 2016 Regular Meeting of the Planning Commission of the City of Placentia was posted on December 8, 2016.

  
\_\_\_\_\_  
Joseph M. Lambert, Secretary

**PLACENTIA PLANNING COMMISSION  
MINUTES OF THE SPECIAL MEETING**

November 9, 2016

The special meeting of the Placentia Planning Commission on November 9, 2016 was called to order at 6:33 p.m. in the Placentia Council Chambers, 401 East Chapman Avenue, Placentia, by Chair Schaefer.

**ROLL CALL:**

PRESENT: Commissioner Francine, Schenck, Solomonson, Tomazic, Perez, Schaefer

ABSENT: Lee (Excused)

**PLEDGE OF ALLEGIANCE:** Vice Chair Perez

OTHERS PRESENT: Carrie Raven, Assistant City Attorney  
Joseph M. Lambert, Director of Development Services  
Charles Rangel, Senior Planner  
Elsa Villagrana, Secretary

**ORAL COMMUNICATIONS:** None

**CONSENT CALENDAR:**

**1. Minutes**

- a. Planning Commission Meeting – July 12, 2016
- b. Planning Commission Meeting – October 11, 2016

**Recommended Action:** Approve

**Motion by Perez, seconded by Solomonson carried on a (6-0) vote to approve the recommended actions with the following revision to them minutes of July 12, 2016:**

PLEDGE OF ALLEGIANCE: ~~Commissioner Schenck~~ Commissioner Tomazic

Ayes: Francine, Schenck, Solomonson, Tomazic, Perez, Schaefer

Noes: None

Abstain: None

Absent: Lee

**PUBLIC HEARINGS:**

- 2. Applicant: Bruce Kennedy – Continued from the October 11, 2016 Planning Commission Meeting.  
Project Location: 501 N. Bradford Avenue**

**Recommended Actions:** It is recommended that the Planning Commission:

- a. Open the Public Hearing Concerning Use Permit 2016-12; and
- b. Receive the Staff Report and Consider All Public Testimony; and
- c. Close the Public Hearing; and
- d. Adopt Resolution PC-2016-20, A Resolution of the Planning Commission of the City of Placentia, approving Use Permit No. 2016-12 and Making Findings to Permit the construction of a 425 square foot garage, previously destroyed by fire located at 501 N. Bradford Avenue in the "R-2" Low-Medium Residential Zoning District; and making Findings that the project is categorically exempt pursuant to the California Environmental Quality Act Guidelines (CEQA) set forth in Title 14 CCR § 15301 and the City of Placentia Environmental Guidelines.

Chair Schaefer opened the Public Hearing at 6:39 p.m.

Senior Planner Rangel provided a report Use Permit 2016-12. He noted that a fire destroyed a portion of the entry porch and all of the garage of 501 N. Bradford Avenue. He commented that a Use Permit is required because it is considered a "Nonconforming building". Mr. Rangel noted that the current Uniform Building Code requires a six (6) foot building separation but there is not sufficient room on the parcel to accommodate this standard on both sides of the garage. He stated the house was built before the current code and therefore is nonconforming.

Commissioner Schenck asked if the new garage will be the same size.

Mr. Rangel stated it will be the same size.

Applicant Bruce Kennedy (24954 Avenida Libre, Lake Forest, CA) stated that he will be rebuilding the garage to its original condition. The garage was destroyed and 50% of the entry porch. He commented that he removed the debris.

Commissioner Schenck inquired if the garage was previously used as a garage.

Mr. Kennedy stated that yes it was used as a garage.

Chair Schaefer asked the applicant if he is willing to comply with the Conditions of Approval.

Mr. Kennedy stated he is satisfied with the Conditions of Approval and has already applied for a building permit.

Chair Schaefer closed the Public Hearing at 6:44 p.m.

**Motion by Tomazic, seconded by Solomonson carried on a (6-0) vote to approve the recommended actions.**

Ayes: Francine, Schenck, Solomonson, Tomazic, Perez, Schaefer

Noes: None

Abstain: None

Absent: Lee (excused)

**3. Applicant: Verizon  
Project Location: 700 Trumpet Avenue**

**Recommended Actions:** It is recommended that the Planning Commission:

- 1.** It is recommended that the Planning Commission receive an update regarding modifications to Verizon wireless communication facility located at 700 Trumpet Avenue and provide additional direction to staff and the applicant regarding modifications to the wireless communication facility.

Chair Schaefer opened the Public Hearing at 6:46 p.m.

Commissioner Solomonson recused himself from this item as he lives within 500 feet from the site location.

Senior Planner Rangel provided staff report on the status of Verizon wireless communication facility located at 700 Trumpet Avenue.

Mr. Rangel noted that on May 10, 2016, the Commission held a public hearing to determine if Verizon was in compliance with the aesthetics requirements of the Use Permit. At the May 10, 2016, Planning Commission Meeting, the Commission voted to allow Verizon to modify the Cell Tower to meet the requirements of the Conditions of Approval.

Mr. Rangel stated that Verizon has performed the modifications.

Lesley Daigle, representative of Verizon addressed the Commission and presented current photos of the Cell Tower showing the modifications. Mrs. Daigle provide a summary of the modifications.

Commissioner Tomazic asked if the added branches interfere with reception of the Cell Tower.

Applicant stated that the branches are made of a special material that does affect the performance of the Cell Tower.

Chair Schaefer closed the Public Hearing at 6:51 p.m.

**Motion by Schaefer, seconded by Tomazic carried on a (5-0) vote to approve the recommendation and find that Verizon wireless communication facility located at 700 Trumpet Avenue is in compliance.**

Ayes: Francine, Schenck, Tomazic, Perez, Schaefer

Noes:  
Abstain: Solomonson  
Absent: Lee

Chair Schaefer reopened the Public Hearing at 6:57 p.m.

Ruth Arnold (715 Tennyson Avenue, Placentia, CA), a resident expressed her dislike of the Cell Tower and stated it look awful.

Chair Schaefer closed the Public Hearing at 6:58 p.m.

Chair Schaefer asked the Commission if there is any change in their vote. There was no change in the vote.

**OLD BUSINESS:** None

**NEW BUSINESS:** None

**DEVELOPMENT REPORT:**

Director of Development Services Lambert informed the Planning Commission of the Community Meeting for the Packing House District Transit Oriented Development Zoning Amendment scheduled for November 30, 2016. Mr. Lambert noted that there are two City Council study sessions scheduled for this item. The first City Council Study session will be on November 15, 2016,

Mr. Lambert reported that Mercy Housing has submitted a development application for a 50-unit complex for veteran's housing and will be presented to the Planning Commission as public hearing item on December 13, 2016.

Mr. Lambert stated that future projects that will be presented to the commission include Old Town Placentia Revitalization Plan, General Plan Update and Design Guidelines

**DIRECTOR'S REPORT:**

Mr. Lambert provided the Commission a summary of the actions taken on Vape products and copies of all minutes related to those actions.

Chair Schaefer requested Staff to ask the City Administrator to consult with City Council and see if they have interest to discuss Vape products and sales in the City.

Mr. Lambert stated that the City Attorney's Office is reviewing the implications of the approval of state Proposition 64 to the City. He stated that legal counsel will be meeting with Staff and City Council to review the options the City of Placentia has in this regard.

Chair Schaefer inquired about the Anaheim Sustainability Center Project.

Mr. Lambert stated that Staff is monitoring the status of the project. He noted that the City of Anaheim has to recirculate the project and notify the City when it comes back for Public Hearing.

Senior Planner Rangel provided the Commission an update on the status of massage establishments. He informed the Commission that Code Enforcement has already issued four courtesy notices of violations to the massage establishments not in compliance. He stated that in total there are 11 businesses that are not in compliance and Code Enforcement will continue to issue courtesy notices of violation.

Commissioner Francine inquired about the pylon sign at 532 Chapman Avenue. Francine is concerned that here is a language barrier between property owner and tenant. Francine requested that staff follow-up with the property owner of 532 Chapman Avenue regarding the City's signage requirements.

## **PLANNING COMMISSION REQUESTS**

### **ADJOURNMENT**

Chair Schaefer adjourned the Planning Commission Special Meeting at 7:16 p.m. to a regular meeting on Tuesday, December 13, 2016 at 6:30 p.m. in the Placentia Front Community Meeting Room at 401 East Chapman Avenue, Placentia.

### **Submitted by,**

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Joseph M. Lambert,  
Director of Development Services



# Placentia Planning Commission

## AGENDA STAFF REPORT

TO: PLANNING COMMISSION

FROM: CHARLES RANGEL, CONTRACT SENIOR PLANNER

DATE: DECEMBER 13, 2016

SUBJECT: **USE PERMIT 2016-13**

### **RECOMMENDATION:**

It is recommended that the Planning Commission take the following actions:

1. Open the Public Hearing, concerning Use Permit 2016-13; and
2. Receive the Staff report and consider all public testimony; and
3. Close the Public Hearing; and
4. Adopt Resolution PC-2016-25, A Resolution of the Planning Commission of the City of Placentia, approving Use Permit No. 2016-13 and Making Findings to permit the operation of a self-service, unmanned gas station which is proposed to operate on a 24-hour, 7-day per week basis in the C-M (Commercial Manufacturing) Zone; and finding that the proposed use is not expected to create a negative impact on the physical environment and is therefore categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines § 15332 and City Environmental Guidelines.

### **BACKGROUND:**

The applicant, Galaxy Oil, is proposing a self-service, unmanned gas station which is proposed to operate on a 24-hour, seven-day per week basis on a vacant 0.37 acre (16,503 square feet) site located at 480 S. Placentia Avenue located at the northeast corner of Placentia Avenue and Crowther Street. The station will dispense regular unleaded, premium and diesel fuel. Pursuant to Chapter § 23.39.030(a)(16) of the Placentia Municipal Code, the operation of a service station is permitted within the C-M Commercial Manufacturing District, subject to obtaining a use permit.

**BACKGROUND:**

As indicated above, the applicant proposes a self-service gas station at the property located at 480 S. Placentia Avenue. The existing land uses and surrounding area includes:

	<b>Existing Land Use</b>	<b>Land Use Element General Plan Designation</b>	<b>Zoning Map Designation</b>
<b>Existing</b>	Vacant	Industrial	C-M Commercial Manufacturing
<b>Proposed</b>	Service station	Industrial	C-M Commercial Manufacturing
<b>North</b>	vacant	Industrial	C-M Commercial Manufacturing
<b>South</b>	Industrial/Bimbo’s bakery	Industrial	M-Manufacturing
<b>East</b>	57 freeway	Right-of-way	57 freeway
<b>West</b>	Commercial center	City of Fullerton	City of Fullerton

**Vehicle Access to Project Site**

Ingress and egress to the service station is from a driveway on the north side of Crowther Street and on the east side of Placentia Avenue. The significant features of the service station include:

- A 2,500 sq. ft. canopy which provides shelter to the gas pumps
- Payment kiosks located under the canopy
- Electric vehicle charging stations
- Decorative stone veneer on canopy supports and monument sign

The below grade storage tank system consists of one 20,000 gallon underground storage tank for regular 87 octane fuel, one 10,000 gallon underground storage tank for premium unleaded fuel and one 10,000 gallon underground tank for diesel fuel which shall be buried underground on the site. As standard practice in the industry, and as required by the Hazardous Materials Division of the Orange County Fire Authority, specialized monitoring devices shall also be installed to detect any type of fuel leakage.

**Canopy architecture**

The canopy structure is proposed to be treated with a stacked stone veneer along the pillars and a matching slate concrete tile along the roof soffit (see Exhibit and colors and elevations). The “76 ball” and corporate red racing stripe will be applied underneath the slate roof on all four sides of the canopy roof.

### **Sign plan**

The service station sign plan consist of a 50 sq. ft. monument sign placed centrally at the tip of the corner of the lot surrounded by the landscaped area. Two 50 sq. ft. price Identification signs will also be installed on the Crowther St. and Placentia Ave. side, respectively. Additionally, a series of three 32 sq. ft. 76 corporate logo signs shall be placed along the sides of the canopy and on the pump dispensers. There will also be corporate logos placed on the pump dispensers. The monument signs and price I.D. signs shall consist of the same stacked stone veneer at the base of the signs to match the canopy pillars with the added feature of a cornice trim finish placed on the top the signs. The 76 corporate ball will also be a dominate feature on all the price ID and monument signs. The size limitation of all the signs are in conformance with the Placentia Municipal Code Chapter § 23.90.210 Signs for service stations.

### **Landscape plan**

The landscape plan proposes a desert theme treatment which extends along the southern tip of the site facing Placentia Avenue and Crowther Street. The landscape materials consist of a combination of Arizona River Rock, California Gold crushed rock, bark, Blue Fescue ground cover plants and Sago Palms. The landscape materials and irrigation system is mandated to comply with the updated version of the City's Model Landscape Water Efficiency Ordinance recently passed by the City Council subsequent to Planning Commission recommendation.

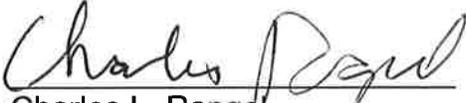
### **Fiscal Impact**

The City owns the property upon which Galaxy Oil is proposing to improve with the service station. In exchange for giving the applicant the exclusive right to develop and operate the service station, the city will generate an annual base rental fee of \$25,000 and annual royalty payments of anywhere between \$200,000 to \$350,000 in General Fund revenue for the City, depending on the volume of fuel sold.

### **CEQA:**

UP 2016-13 was reviewed by Staff in accordance with the requirements of the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*, and the Environmental Impact Report Guidelines of the City of Placentia. Staff recommends that the Planning Commission exercise its independent judgment and find that UP 2016-13 is exempt from CEQA pursuant to State CEQA Guidelines § 15332 Class 32 Urban In-fill Exemption as it applies to projects characterized as in-fill developments that are consistent with the applicable General Plan and Zoning District designations, are "within city limits", are on a project site of no more than 5 acres, substantially surrounded by urban uses, served by existing utilities, and whose approval would not result in any significant effects relating to traffic, noise, air quality, and water quality.

**Prepared and submitted by:**

  
\_\_\_\_\_  
Charles L. Rangel  
Contract Senior Planner

**Review and approved by:**

  
\_\_\_\_\_  
Joseph M. Lambert  
Director of Development Services

**Attachments:**

1. Resolution No. 2016-25
2. Conditions of Approval
3. Exhibits - Site Plan, Floor Plan, Elevations

RESOLUTION NO. PC-2016-25

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA APPROVING USE PERMIT NO. 2016-13 AND MAKING FINDINGS TO PERMIT THE OPERATION OF A RETAIL AUTOMOTIVE UNMANNED SELF-SERVICE GASOLINE STATION, LOCATED AT 480 S. Placentia Avenue, SUITE C IN "M" MANUFACTURING ZONING DISTRICT.

**A. Recitals.**

(i) Galaxy Oil, applicant located at 480 S. Placentia Avenue, ("Applicant" hereinafter) heretofore filed an application for approval of Use Permit No. 2016-13, as described in the title of this Resolution. Hereinafter, in this Resolution, the subject Use Permit request is referred to as the "Application".

(ii) On December 13, 2016 this Commission conducted a duly noticed public hearing, as required by law, and concluded said hearing prior to the adoption of this Resolution.

(iii) All legal prerequisites to the adoption of this Resolution have occurred.

**B. Resolution.**

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Placentia as follows:

1. The Commission hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

2. Based upon substantial evidence presented to this Commission during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony and development plans, this Commission hereby specifically finds as follows:

a. The proposed use will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed use or within the city, or (2) injurious to the property or improvements within the neighborhood or within the city. Subject to compliance with the attached Conditions of Approval and Standard Development Requirements (Attachment "1"), this use complies with all applicable code requirements and development standards

of the M Manufacturing and (3), it is not anticipated that a self-service, unmanned gas station operation will generate any negative impacts on the adjacent neighborhood. The use shall be conducted entirely on-site while maintaining an environment free from objectionable noise, odor, or other nuisances, subject to compliance with the attached Conditions of Approval and Standard Development Requirements.

b. The proposed use is consistent with the City's General Plan. The General Plan Land Use designation for the subject site is "Industrial", and the proposed use does not involve any change in the land use of the subject site. On or about December 13, 2016, the Planning Commission determined that retail auto sales establishments are permitted uses in the M Manufacturing District, subject to Use Permit approval.

c. The proposed use, activity or improvements, subject to the attached Conditions of Approval and Standard Development Requirements (Attachment 1), is consistent with the provisions of the Zoning Ordinance, or regulations applicable to the property. Approval of the Use Permit would be consistent with the zoning as the site can accommodate the proposed uses and other similar uses have been conditionally permitted within the "M" Manufacturing.

d. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions are made part of the Use Permit approval. Attachment 1 contains Conditions of Approval and Standard Development Requirements specific to UP 2016-13 to ensure compliance with the Placentia Municipal Code.

3. Subject to compliance with all Conditions of Approval and Standard Development Requirements as approved by the Planning Commission through Resolution PC-2016-25 and Use Permit 2016-13, the Placentia Police Department does not believe that this use permit issuance will create a law enforcement problem. The Development Services Department and the Placentia Police Department are supportive of this proposal.

1. Based upon the environmental review of the project, the Planning Commission finds that Use Permit (UP) 2016-13 is exempt from CEQA pursuant State CEQA Guidelines and § 15332 Urban In-fill Exemption as it applies to projects characterized as in-fill developments that are consistent with the applicable General Plan and Zoning District designations, are "within city limits", are on a project site of no more than 5 acres,

substantially surrounded by urban uses, served by existing utilities, and whose approval would not result in any significant effects relating to traffic, noise, air quality, and water quality.

2. The Planning Commission hereby directs that, upon approval of Use Permit 2016-13, a Notice of Exemption be filed with the Orange County Clerk/Recorder.

3. Based upon the findings and conclusions set forth herein, this Planning Commission hereby approves Use Permit 2016-13 as modified herein, and specifically subject to the conditions set forth in Attachment 1, attached hereto and by this reference incorporated herein.

4. The Secretary to the Planning Commission shall:  
a. Certify to the adoption of this Resolution; and  
b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

**ADOPTED AND APPROVED this 13th day of December, 2016.**

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Christine J. Schaefer,  
Chair

ATTEST:

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Joseph M. Lambert  
Secretary to the Planning Commission

I, Joseph M Lambert, Secretary to the Planning Commission of the City of Placentia, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Planning Commission of the City of Placentia held on the 13th day of December, 2016, and was passed at this regular meeting of the Planning Commission of the City of Placentia held on the 13th day of December, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

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Joseph M. Lambert  
Secretary to the Planning Commission

APPROVED AS TO FORM

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YOLANDA M. SUMMERHILL,  
ASSISTANT CITY ATTORNEY

**Attachment 2**  
**Special Conditions of Approval and Standard Development Requirements for**  
**Use Permit (UP) 2016-13**  
**480 S Placentia Avenue**  
**Galaxy Oil**

**SPECIAL CONDITIONS**

If the above referenced application is approved, applicant and/or property owner shall comply with the Special Conditions listed below and the Standard Development Requirements attached.

**ALL OF THE FOLLOWING SPECIAL CONDITIONS OF APPROVAL AND STANDARD DEVELOPMENT REQUIREMENTS SHALL BE FULLY COMPLIED WITH FOR THE USE PERMIT TO CONTINUE IN GOOD STANDING.**

**CITY PLANNING DIVISION:**

1. Use Permit (UP) 2016-13 is valid for a period of twelve (12) months from the date of final determination. If the use approved by this action is not established within such a period of time, this approval shall be terminated and shall be null and void, unless an extension is applied for and approved.
2. Use Permit (UP) 2016-13 shall expire and be of no further force or effect if the use is discontinued or abandoned for a period of one (1) year.
3. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation of said action by the City of Placentia Planning Commission.
4. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.

5. Prior to any changes in the days and hours of operation of Galaxy Oil, the applicant shall obtain written approval from the Director of Development Services or his/her designee. The following are the specified days and hours of operation:

Monday – Sunday:                    open 24 hours per day

6. There shall be no additional modifications to the site plan without approval from the Director of Development Services or his/her designee. Any additional changes to the approved site plan, which has the effect of expanding or intensifying the present use, shall require either a Minor modification which shall be approved by the Director of Development Services or his/her designee, a major Use Permit Modification which shall be approved by the planning Commission or a new Use Permit.
7. If at any time in the future, the Director of Development Services determines that a parking/circulation study is necessary to address parking and/or circulation issues relative to the use, the applicant and/or current business owner, shall be responsible for the cost of a parking and/or circulation study prepared by a consultant selected by the City. The applicant and/or current business owner shall also be responsible for the implementation costs of any mitigation measures deemed appropriate by the City based upon the findings of this study.
8. No outside storage or displays shall be permitted at any time unless authorized by the Placentia Municipal Code or approved by the Director of Development Services or his/her designee.
9. Litter shall be removed daily from the premises, including adjacent public sidewalks, and from all parking areas under the control of the licensee. These areas shall be swept or cleaned, either mechanically or manually, on a weekly basis, to control debris.
10. All trash bins shall be kept inside trash enclosures, and gates closed at all times, except during disposal and pick-up. Trash pick-up shall be done on a regular basis.
11. The applicant shall comply with all provisions of the Placentia Municipal Code, including Chapter 23.76, Noise Control and shall comply with Section 23.77 the Model Water Efficiency Landscape Ordinance (MWELo).
12. Any temporary signs or permanent signs shall be reviewed and approved by the City prior to fabrication and installation. Prior to issuance of a building permit, the applicant shall submit a sign plan for the design of all proposed signage on the site for review and approval by the Director of Development Services or his/her designee. The sign plan shall comply with the criteria and requirements set forth in Chapter 23.90, Signs-Advertising Structures, of the Placentia Municipal Code.

13. This establishment shall be operated as a motor vehicle sales operation at all times. All activities shall be conducted within this enclosed tenant space, while maintaining an environment free from objectionable noise, odor, or other nuisances.
14. The applicant/business owner shall be responsible for maintaining the property, including the landscaped areas, walkways, and all paved surfaces, free from graffiti, debris and litter. Graffiti shall be removed by the applicant/business owner within 72 hours of defacement and/or upon notification by the City.
15. The applicant/business owner shall obtain approval of a Building and Zoning Compliance Application and shall obtain a valid City Business License prior to operating the business.
16. There shall be no special promotional events held on the property, unless a written request for such is received and approved by the City of Placentia Development Services Director and the Police Department's Administrative Lieutenant at least 14 days in advance.

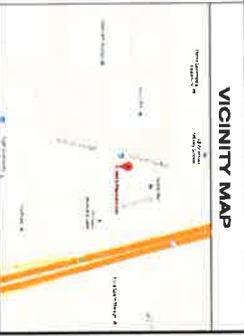
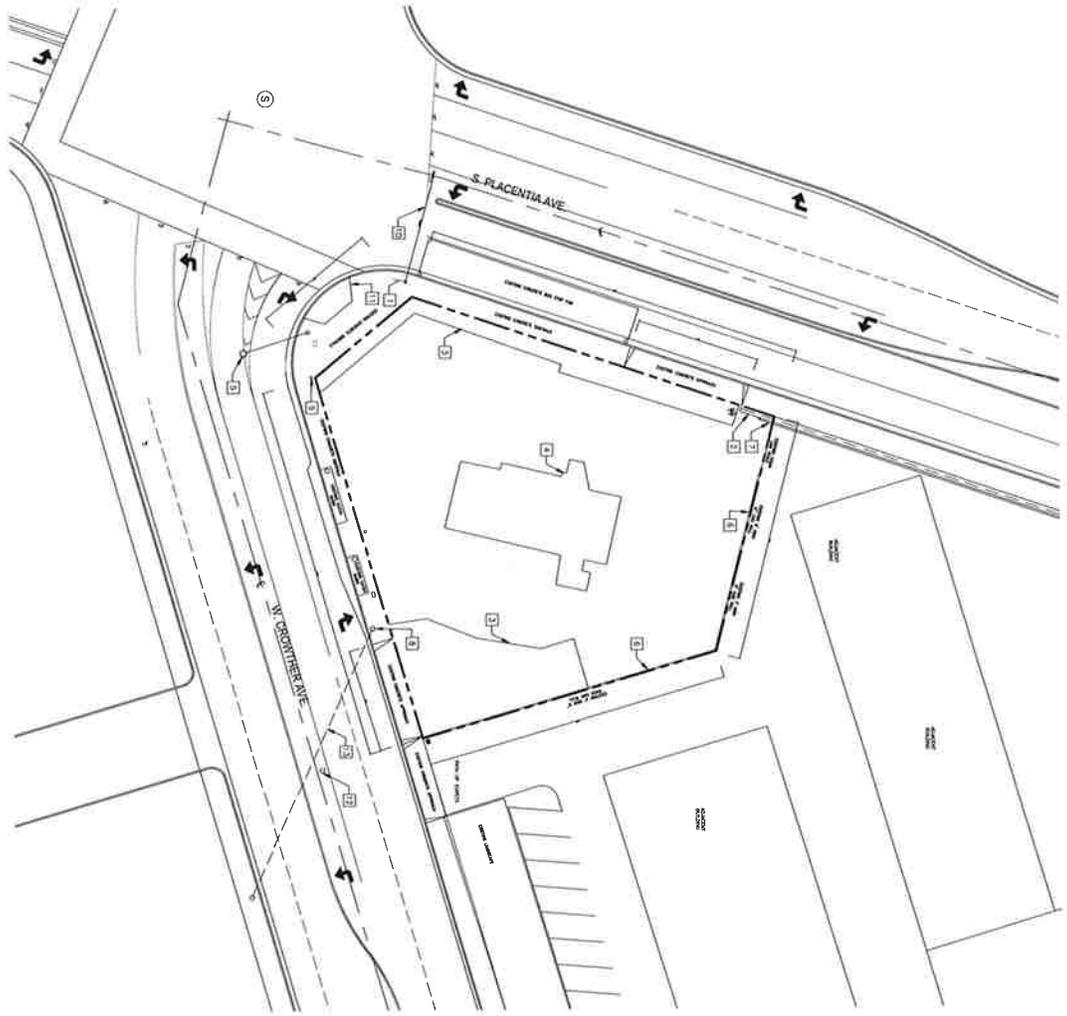
**CITY BUILDING DIVISION:**

17. Grading, erosion control plans for this project shall be designed and prepared by a licensed California civil engineer.
18. Obtain both O.C. Fire Authority and Health department approvals prior to the underground gas-tank(s) removals.
19. Landscape plans shall be designed and prepared by a licensed California landscape architect.
20. Structural steel frame canopy structure shall be designed by a licensed California structural/civil engineer with structural analysis (wind and seismic loads).
21. Existing electrical light poles (if any) to be undergrounded. Please provide civil drawings for all details.
22. Provide fire sprinkler system throughout for the entire steel frame canopy structure.
23. Provide fire sprinkler system throughout for the entire steel frame canopy structure.
24. Architectural/building plans are required to be in compliance with 2016 California Building Codes if they are submitted after 12/31/16.

**CITY POLICE DEPARTMENT:**

25. The establishment shall remain in compliance with Placentia Police Department Standard Development Requirements for security





**DEMOLITION SITE PLAN NOTES**

- 1 GROUND BAIL
- 2 EXISTING WALL WITH UTILITY PIPES ON TOP
- 3 EXISTING ASPHALT SLABS TO BE REMOVED
- 4 EXISTING CONCRETE SLABS TO BE REMOVED
- 5 EXISTING POWER POLE WITH STREET LIGHTS
- 6 EXISTING 6" THICK CONCRETE WALL
- 7 EXISTING CONCRETE SWALE
- 8 EXISTING GOLDEN STATE WATER UTILITY POLE
- 9 EXISTING FIRE HYDRANT
- 10 EXISTING TRAFFIC SIGNAL
- 11 EXISTING ADA RAMP
- 12 EXISTING SLOPED MANHOLE
- 13 OVERHEAD POWER LINE

**LEGEND**



Rev. #	Date	Revision Description

**76 STATION**  
 480 S PLACENTIA AVE  
 PLACENTIA, CA 92870

**DEMO SITE PLAN**

**HDA**

**HEADY DESIGN & ASSOCIATES**  
 7365 Carnelian St. Suite #239  
 Rancho Cucamonga, California 91730  
 Phone (909) 581-1202  
 email: hheady@headydesign.com

**DP1**

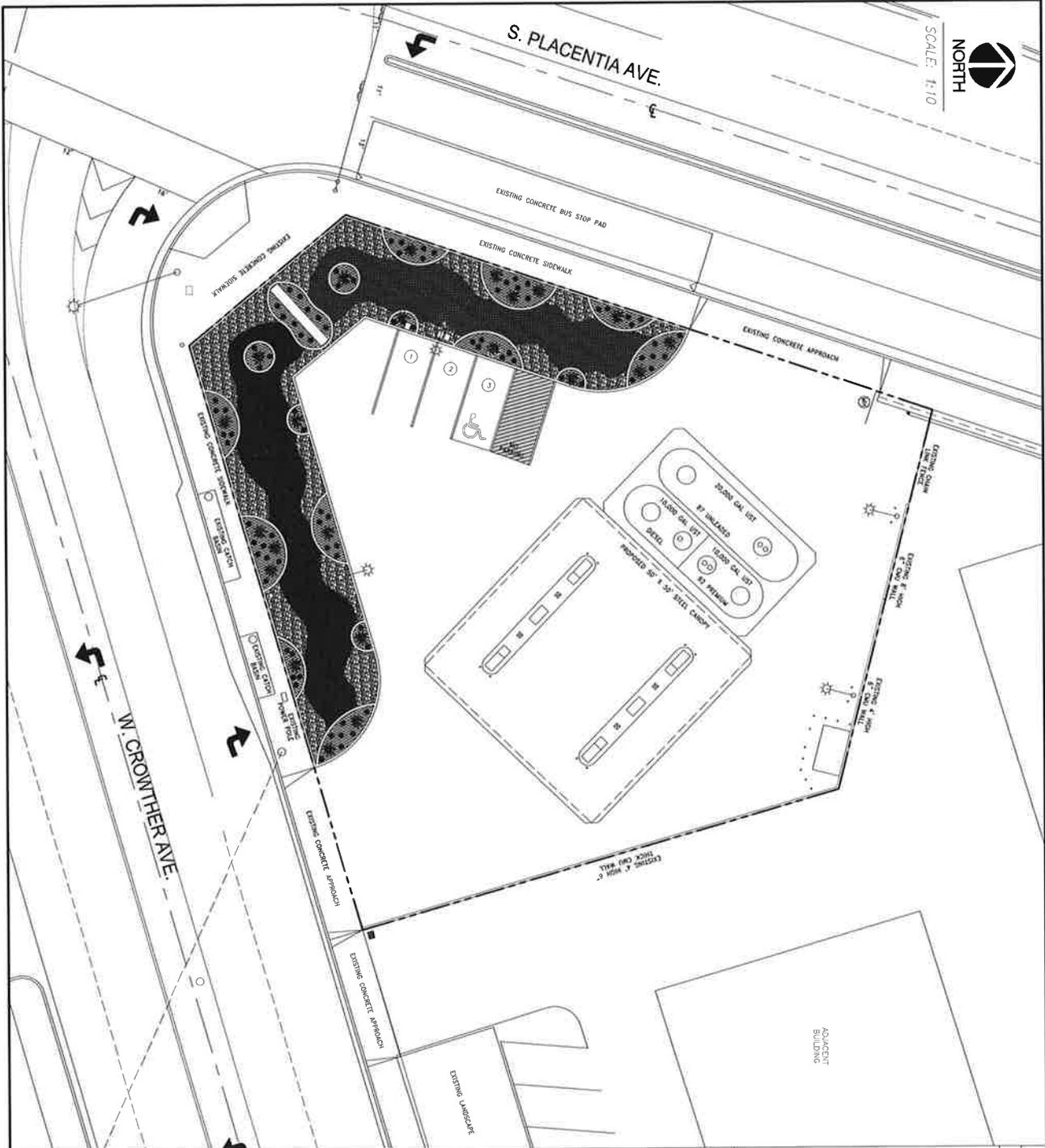
**JOB NO. G04-005**  
**DRAWN BY: HDA**  
**DATE: 12-06-16**  
**SCALE: 1/20**

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NORTH  
 SCALE: 1/8\"/>

**LANDSCAPE PLAN LEGEND**

SYMBOL NAME	COMMON NAME	QTY./SIZE	REMARKS
	CYCAS PALM	22-24\"/>	
	FESTUCA BOUTON	16-5 GAL	FILL
	WOOD SLAKE	SMALL	
	GROUND COVER	5/4 INCH	
	RIVER ROCK	8\"/>	

**NOTE:**  
 ALL PLANTED AREAS SHALL HAVE A 1\"/>

**76 STATION**  
 480 S PLACENTIA AVE  
 PLACENTIA, CA 92670  
**LANDSCAPE PLAN**

REV. #	DATE	REVISION DESCRIPTION

**HEADY DESIGN & ASSOCIATES**  
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**JOB NO.:** 004/005  
**DRAWN BY:** HDA  
**DATE:** 12-06-16  
**SCALE:** 1/10

**DRAWINGS:**  
**L1**





# Placentia Planning Commission

## AGENDA STAFF REPORT

TO: PLANNING COMMISSION

FROM: CONTRACT SENIOR PLANNER

DATE: DECEMBER 13, 2016

SUBJECT: **GENERAL PLAN AMENDMENT 2016-01, ZONE CHANGE 2016-01, VARIANCE 2016-02, DEVELOPMENT PLAN REVIEW 2016-01 AND DEVELOPMENT AGREEMENT 2016-01**

### RECOMMENDATION

It is recommended that the Planning Commission take the following action:

- 1) Open Public Hearing, concerning General Plan Amendment (GPA) No. 2016-01, Zone Change, No. 2016-01, Variance 2016-02 and Development Plan Review (DPR) No. 2016-01, receive the Staff Report and consider all Public Testimony, close the Public Hearing; and
- 2) Recommend to the City Council adoption of a Mitigated Negative Declaration for the project in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code §§ 21000-21177) and pursuant to §15063 of Title 14 of the California Code of Regulations (CCR); and
- 3) Adopt Resolution No. PC-2016-22, a Resolution of the Planning Commission of the City of Placentia, California, recommending to the City Council of the City of Placentia, Amending the General Plan Land Use Designation from Industrial to High Density Residential which includes various Findings of consistency which justify approval of the amendment of a certain Land Use Designation Industrial to High Density Residential, changing the Official Zoning Map of the City by Changing the Zoning Designation from "C-M" Commercial Manufacturing to "R-3" High Density Residential District, and approval of a Variance which would allow only 52 parking spaces instead of the required 115 and allow for no covered parking or carports for the required 25 covered parking spaces and approval of the Development Plan Review; and
- 4) Adopt Resolution No. PC-2016-23, a Resolution of the Planning Commission of the City of Placentia, California, recommending to the City Council approval of the Development Agreement subject to the Conditions of Approval and Standard Development Requirements.

**DISCUSSION**

The applicant, Mercy Housing California requests a General Plan Amendment from Industrial to High Density Residential, a Zone Change from Commercial Manufacturing (C-M) to High Density Residential (R-3), a Variance from the Parking Standards which would allow 52 parking spaces instead of the normally required 115 and allow for no covered parking or carports for the required 25 covered parking spaces, approval of Development Plan Review and approval of a Development Agreement to develop and operate a 50 unit apartment complex to provide low cost housing to military veterans who are homeless or disabled and/or demonstrate economic hardships. Additionally, Mercy Housing will facilitate the provision of Veterans Administration (VA) benefits for its residents. The 3.65 gross acres site/2.78 net acres (minus the flood control channel facility) is situated at the end of the cul-de-sac at 1924 Orangeview Avenue in the C-M District.

**PROJECT CHARACTERISTICS**

**Subject Site and Surrounding Land Uses**

The table below illustrates the site and surrounding existing land uses, General Plan Land Use designation and zoning:

	<b>Existing Land Use</b>	<b>Land Use Element General Plan Designation</b>	<b>Zoning Map Designation</b>
<b>Existing</b>	Existing legal non-conforming single-family and Orange County Flood Control District channel	Industrial	C-M Commercial Manufacturing
<b>Proposed</b>	22,396 square foot apartment building on 3.65 acre site and related parking area and landscape improvements	"High Density Residential"	R-3 High Density Residential
<b>North</b>	Two-story multi-family apartments, Two-story condominium units and commercial retail center	Commercial and Medium Density Residential 15 DU's per acre	R-G (O-1) Oil Combining Districts Medium Density Residential and C-1 Neighborhood Commercial
<b>South</b>	Placentia Recycling Inc. and miscellaneous Industrial uses	Industrial	CM Commercial Manufacturing
<b>East</b>	Recycling uses and miscellaneous Industrial uses	Commercial-Manufacturing	CM Commercial Manufacturing
<b>West</b>	L&L Custom Shutters and miscellaneous Industrial uses	High Density Residential	R-G Medium Density Residential (O) Oil Combining Districts

Based on the above table, the area currently accommodates residential uses to the north and west of the project site. Moreover, the multi-family residential density proposed by

the project is a logical extension of residential land uses because there are residential condominiums and apartments on the north side of Orangethorpe Avenue.

### **A. Development Plan Review**

The Development Plan Review considers a number of details of the project including access, floor plan, architectural features and other features of the project.

#### **Access**

The project gains access from Orangeview Avenue through the newly constructed loop road which is part of the Lakewood Avenue Overpass improvements. The entrance is through the cul-de-sac bulb at the end of Orangeview Avenue with a driveway leading to the north side of the building and walkways and meandering pathways on the south side of the site.

#### **Floor plan**

The proposed multifamily building is a single loaded floor plan, meaning that there is an enclosed corridor inside the building for access to each unit. This enclosed corridor is designed with materials in the corridor walls which will attenuate the loud sounds emitted by the trains along the adjacent BNSF railway. The Building Division will plan check the corridor/exterior wall noise reduction system in conjunction with the acoustical study that was prepared for the project.

The applicant proposes two floorplans for the veteran's living units and a unique plan for manager's unit:

- A1 – 623 sq. ft. one bedroom
- A2 – 885 sq. ft. (Managers unit) one bedroom
- B2 – 854 sq. ft. two bedroom

All units on the ground level will have a fenced in patio, all 2<sup>nd</sup> and 3<sup>rd</sup> story units will have a balcony. The unit mix will be 44 A1 units, one manager A2 unit and five B2 units. All three floors have a laundry room and trash room and a resident services office centrally located in the middle of each floor. The main floor on the ground level will consist of a community room equipped with a commercial grade kitchen where meals will be prepared and served on a seasonal or occasional basis. A multi-purpose office/conference room for resident services is conveniently placed next to the community kitchen, conference room and laundry room, as well as the leasing office.

#### **Architectural features, materials and color palette**

The proposed craftsman architecture is evocative of the Craftsman style of Architecture and features historical elements from Placentia, Orange County and Southern California in general. Linear massing of the building is effectively moderated by several roof hips.

Additionally, white vinyl single hung windows are grouped between the exterior balconies projecting out over the second and third floor suites. More interest is created by the balcony guard rail fencing and exterior lap siding. The first floor is accented with stone veneer pilasters with precast column caps alternated with stucco plaster exteriors. Craftsman type rafters are placed over some of the windows and wood trim outlining the windows as shown on page F3 elevations. The color scheme is underscored with contrasting light and dark blue green, brown earth tones and white trim throughout the building features as depicted on page D1 and D2 Elevations.

### **Veterans Community Gardens**

The Edible Garden area at the west end of the property is accessed from both the walkway along the front of the building, as well by a curvilinear pathway on the south side of the building which connects to the walkway and links to the open space community amenities - patio/lounge area and dry creek. The Edible Garden consists of 16 - 4 ft. x 8 ft. raised garden plots, in full sun, that are set in a grid with handicap accessible, 4 ft. wide decomposed granite pathways between the plots. There are also nine fruit trees shown on the plan, five in a row along the northern walkway at the parking lot, and four on the southern side planted in a grid. At the western edge of the garden is a tool shed/storage area with an attached shade trellis for gardeners to sit under for respite. There will also be a composter available along with spigots for water access as shown on the Landscape plan page C1.

### **B. Parking Variance**

The Placentia Municipal Code Section 23.78.030 necessitates the following for parking requirements:

R-3 Two spaces per dwelling plus an additional fifteen percent (15%) of said total for guest parking. One space per unit must be in a garage. Carports may be allowed for multiple dwellings

Based on the Municipal Code, the project would therefore need to provide 100 parking spaces for the residents and 50% should be in a garage or carport plus 15 more parking stalls as guest spaces for a project total of 115 parking stalls. The Variance from the Parking Standards would thereby allow 52 parking spaces instead of the required 115 spaces for a lack of 63 total spaces and no covered parking for 50 parking spaces. In this case, there are mitigating factors relating to site constraints and special circumstances pertaining to the veterans housing programs that justify the variance. The site has a .87 acre flood control channel which traverses the front portion of the site and is non-useable and this portion of the site would normally be utilized for parking, landscape/open space or additional floor space. Moreover, Mercy Housing is considered a transitional housing/emergency shelter facility that houses single individual veterans, and some married couples but usually, the typical profile of these military veterans eligible for living at this facility is one person in which they are homeless or do not have the resources to own a car, therefore, the overall parking needs are significantly less.

### **C. Consistency with the General Plan**

State law requires that all counties and cities to adopt a General Plan contain at least seven mandatory elements including housing. Unlike the other general plan elements, the housing element, required to be updated every five to six years, is subject to detailed statutory requirements and mandatory review by the California Department of Housing and Community Development. Housing elements have been mandatory portions of local general plans since 1969. This reflects the statutory recognition that housing is a matter of statewide importance and cooperation between government and the private sector is critical to attainment of the State of California's housing goals. The availability of an adequate supply of housing affordable to workers, families, and seniors is critical to the State's long-term economic competitiveness and the quality of life for all Californians. The City's Housing Element was approved by the City Council on February 16, 2010.

On April 16, 2013, the City Council took action on Ordinance O-2013-03 of the Placentia Municipal Code pertaining to emergency shelters, supportive and transitional housing facilities, single room occupancies and provisions for reasonable accommodations for persons with disabilities, including standards and procedures. This included the addition of new chapters pertaining to the implementation of provisions of the City of Placentia Housing Element portion of the City's General Plan to comply with state and federal mandates relative to emergency, supportive and transitional housing needs, as well as providing appropriate mechanisms to authorize reasonable accommodations relating to the potential adverse impact of zoning and building codes on persons with disabilities, and expands affordable housing opportunities. The City complied with state and federal mandates relative to emergency, supportive and transitional housing, as well as providing appropriate mechanisms to provide reasonable accommodations relating to the effect of zoning and building codes and expansion of affordable housing opportunities. The General Plan Housing Element has a number of specific goals relating to the expansion and improvement of the quality and quantity of community services, principally for persons of low and moderate income which are essential for sound community development and for the prosperity of viable urban communities. Furthermore, because there exists apartments and condominiums in close proximity, located just north of Orangethorpe Avenue, the change in land use to High Density Residential is a logical extension of this type of land use.

The housing crisis for Veterans is both startling and sobering when the following facts are considered:

- Nationally, 1.5 million veterans are at imminent risk of being homeless due to poverty, lack of support and/or poor living conditions
- 9.5% of the homeless population are Veterans
- California alone is home to nearly 2 million Veterans – of which an estimated 19,000 are homeless

- From 2006-2010, the poverty rate for post-9/11 veterans almost tripled, from just under 4% to just under 12%
- 136,611 Veterans live in Orange County
- Estimated 2,000-3,500 homeless veterans in Orange County
- Over 6,000 O.C. Veterans are unemployed at a given time.

To this extent, Mercy Housing and its partner Lead Service provider New Directions, a 501 c3 non-profit organization for Veterans, provides a service enriched environment by delivering the following services:

- Provide comprehensive onsite services to residents
- Case management
- Job training
- Financial literacy.

The direct medical clinic services will be a combination of off-site at the local Veteran Affairs (V) or its clinics or on-site, to the extent that VA sends its case workers to the property.

#### **D. Development Agreement**

Under the terms of the Development Agreement the applicant is granted certain vested rights and the amount of the development fees, including, but not limited to, application fees, processing fees, development fees, impact fees, mitigation fees, park fees, storm drain fees, sewer fees, and development project mitigation fees which are deferred in the form of a "*Development Project Mitigation Fee Loan Note*". These fees are deferred for a specified amount of time. In exchange for the deferral of fees and vested rights, the City receives a community benefit because the applicant shall provide critical housing to military veterans who meet the requirements for affordable housing and qualify for VA benefits.

#### **E. CEQA**

In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code §§ 21000-21177) and pursuant to §15063 of Title 14 of the California Code of Regulations (CCR), the City of Placentia, acting in the capacity of Lead Agency, is required to undertake the preparation of an Initial Study to determine if the proposed Project would have a significant environmental impact. On the basis of this initial evaluation the City finds that although the proposal could have a significant effect on the environment, there will not be a significant effect in this case because the mitigation measures described in the Summary of Mitigation Measures on pages 61-62 of the Initial Study have been added. The Mitigation Measures were established to ensure any potential impact is less than significant with the implementation of the identified mitigation measures. Mitigation Measures were established for Aesthetics, Air Quality, Biological

Resources, Cultural Resources, Hazards and Hazardous Materials, Hydrology and Water Quality, Noise, Public Services, Transportation, and Utilities. A Mitigated Negative Declaration (MND) And Mitigation Monitoring and Reporting Program have been prepared. The MND and Mitigation Monitoring and Reporting Program are provided as Attachments 6 and 7.

### **CONCLUSION**

The Mercy Housing project fulfills several goals of the General Plan Housing Element by providing urgent specialized housing needs to homeless military veterans and those goals provide justification for the General Plan Amendment and related Zone Change, Variance, Development Plan Review and associated Development Agreement. The addition of a new project will be a great asset to an area which has a history of blight, graffiti, and under developed land values which may act as a catalyst to spur further more new development now that the Lakewood Overpass improvements are near completion.

**Prepared and submitted by:**



Charles L. Rangel  
Contract Senior Planner

**Review and approved by:**



Joseph M. Lambert  
Development Services Director

### **ATTACHMENTS:**

1. Resolution No. PC-2016-22 relating to GPA 2016-01, ZC 2016-01, VAR 2016-01 and DPR 2016-01
2. Resolution No. PC-2016-23 relating to DA 2016-01
3. Conditions of Approval
4. Exhibits including but limited to Project Summary, site context photos, Site Plan, Conceptual Grading Plan, Preliminary Landscape Plan, Building Elevations and colored renderings
5. Draft Development Agreement
6. Mitigation Monitoring & Reporting Program
7. Mitigated Negative Declaration
8. Initial Study

RESOLUTION NO. PC-2016-22

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING THE GENERAL PLAN LAND USE DESIGNATION FROM INDUSTRIAL TO HIGH DENSITY RESIDENTIAL AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY CHANGING THE ZONING DISTRICT FROM "M" MANUFACTURING TO "R-3" HIGH DENSITY RESIDENTIAL, MAKING FINDINGS FOR A VARIANCE FROM SECTION 23.78.030(1)R-3 PERTAINING TO PARKING STANDARDS AND APPROVING THE DEVELOPMENT PLAN REVIEW ON A +/- 3.65 GROSS ACRES SITE/2.78 NET ACRES (MINUS THE FLOOD CONTROL CHANNEL FACILITY SITE AT 1924 ORANGEVIEW AVENUE

City Attorney's Summary

This Ordinance amends the General Plan Land Use Designation from Industrial to High Density Residential, changes the zoning designation from "M" Manufacturing District to "R-3" High Density Residential District, provides a variance from the municipal parking standards and approves the Plan Development Review regarding that certain parcel of real property consisting of a +/- 3.65acre gross acre site, located at 1924 Orangeview Avenue, in the City of Placentia.

**A. Recitals.**

(i). On December 13, 2016, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, to amend The General Plan Land Use Designation from Industrial to High Density Residential and change the Official Zoning Map of the City of Placentia as described in Zone Change 2016-01 and recommended adoption of this Ordinance to the City Council (Zone Change 2016-01).

(ii). The Planning Commission heard testimony, received a report and other relevant information from City staff and members of the public regarding Mercy House's application for General Plan Amendment, Zone Change, Variance and Design Review application.

(iii). All other legal prerequisites to the adoption of this Ordinance have occurred.

**B. Resolution.**

NOW, THEREFORE, the Planning Commission of the City of Placentia recommends to the City Council the following:

SECTION 1. Amending the General Plan land use designation from Industrial to High Density Residential and amending the Official Zoning Map of the City of Placentia by changing the zoning district from "M" Manufacturing to "R-3" High Density Residential, making findings for a variance in accordance with Section 23.78.030(1) pertaining to parking standards and approving the Development Plan Review.

Section 2. Based upon substantial evidence presented to this Commission during the public hearing conducted with regard to the Application, including written staff reports, verbal testimony and development plans, this Commission hereby specifically finds as follows:

- a. The proposed project will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (2) injurious to the property or improvements within the neighborhood or within the city. Subject to compliance with the attached Conditions of Approval and Standard Development Requirements (Attachments "no.5), the project complies with all applicable code requirements and development standards of the "R-3" High Density Residential District and Title 23, Regulations of the Placentia Municipal Code.
- b. The amendment of the General Plan Land Use Designation from Industrial to High Density Residential is justified because the General Plan Housing Element has a number of goals relating to compliance with state and federal mandates relative to emergency, supportive and transitional housing needs. Furthermore, the City Council took action on Ordinance O-2013-03 of the Placentia Municipal Code pertaining to emergency shelters, supportive and transitional housing facilities, single room occupancies and provisions for reasonable accommodations for persons with disabilities. This 50 unit apartment complex provides housing for homeless and disadvantaged military veterans and provides a service enriched environment to facilitate Veterans Administrative (VA) benefits to the veterans which is deemed to be a positive community benefit.

- c. The Housing Element of the City of Placentia contains important goals which relate to the expansion and improvement of the quality and quantity of community services, principally for persons of low and moderate income which are essential for sound community development and for the prosperity of viable urban communities is to assure the consistent development of such projects in the City in a manner which meets the growing housing needs of Placentia while adapting to the special characteristics of the land available for residential and commercial development. The proposed project will create a new fifty (50) unit housing community. The Applicant has designed the community in a manner that accomplishes all of the pertinent goals of the General Plan and Zoning Code, while avoiding significant impacts to the neighboring properties by utilizing proper site design, good architecture, and providing active community open spaces.
- d. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions are made part of this development approval. Attachment "3" contains Conditions of Approval and Standard Development Requirements specific to the Application in order to provide assurances that the proposed construction of the 50 units and related on and off-site improvements are in compliance with applicable requirements of the Placentia Municipal Code.
- e. That the site is physically suitable for the type and density of development. The subject site is a 3.65 gross acre site/ 2.78 net acre (minus the flood control channel facility) site, which has been designed to accommodate the units, as well as sufficient parking, landscaping, and open space. Based on this, the subject site is adequate to accommodate the R-3 Zoning Designation.
- f. That the design of the site plan and type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed project. As part of the review of the Application, an extensive record research was completed. Additionally, the Applicant submitted a preliminary title report with the Application. Although several easements have been found, they are mostly for utility access only. All of the easements will be protected in

place and will not be altered by the construction of the project.

- g. That the design of the project or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure wildlife or their habitat. The subject site is an underutilized single family use that only has limited vegetation. There are no known areas within the City that host wildlife or their habitat, most particularly species. Furthermore, an Initial Study of environmental impacts was prepared pursuant to the requirements of California Environmental Quality Act, California Public Resources Code §§ 21000, et seq.,. The analysis contained within the Initial Study determined that, with appropriate mitigation measures incorporated into the project, no significant impacts will occur.
- h. The proposed development's site plan and its design features, including architecture and landscaping, will integrate harmoniously with and enhance the character and design of the site, the immediate neighborhood, and the surrounding areas of the City. Currently the site is underutilized with one (1) single-family structure. The Applicant is proposing to use a California Craftsman style architecture, which includes tile roofs, white vinyl single hung windows, and private balconies, Furthermore, the Applicant has proposed other amenities such as community gardens, fruit orchards, central patio and BBQ, fire pit and lounge. The combination of architectural style, amenities and proposed landscaping, will serve to enhance the site and provide an aesthetic enhancement to the entire area, since it is an overall upgrade to the property and augments the quality of the streetscape.

Section 3. The development meets the overall requirements of the Zoning Code. As such, the setbacks generally conform to the overall requirements of the Zoning Code.

Section 4. The Placentia Municipal Code Chapter § 23.93 provides that where practical difficulties, unnecessary hardships and results inconsistent with the general purpose of this title may result from the strict application of certain provisions thereof, a variance may be granted as provided in this section, provided this procedure may not be used to change the use of land. Said variance may only be granted because of special circumstances applicable to subject property, including size, shape, topography, location or surroundings, the strict application of this title is

Resolution No. PC-2016-22

found to deprive subject property of privileges enjoyed by other properties in the vicinity and identical zone classification in that:

- a. The proposed project contains a .87 acre flood control channel facility which renders a significant portion of the parcel unbuildable and therefore unusable such that there is not adequate room on the property to provide parking spaces in order to be in compliance with the City's parking standards.
- b. Additionally, this project provides specialized emergency and transitional housing for homeless military veterans who, due to their difficult circumstances, typically, either do not own vehicles or a low percentage actually do own a vehicle. The design of the project therefore optimizes the space of the parcel by maximizing the number of units offered for homeless veterans and providing just the bare minimum parking needs of the client veterans.

Section 5. The Planning Commission hereby recommends: (a). The City Council of the City of Placentia certify Mitigated Negative Declaration No. 2016-01 and find that Mitigated Negative Declaration No. 2016-01, adopted with respect to the project was prepared in compliance with the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, *et seq.*, the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15000, *et seq.*, and the Environmental Impact Report Guidelines of the City of Placentia and that the Council review and consider the information contained in said Mitigated Negative Declaration with respect to the Application:

- a. The City Council find and determine that, based upon the findings set forth below, and changes and alterations which have been incorporated into and conditioned upon the proposed project, no significant adverse environmental effects will occur; and
- b. The City Council find that facts supporting the above-specified findings are contained in the Mitigated Negative Declaration, the staff report and exhibits, and the information provided during the public hearing conducted with respect to the Application and the Mitigated Negative Declaration. Mitigation measures are made a condition of approval of said project and are intended to mitigate and/or avoid environmental effects identified in the Mitigated Negative Declaration.

Section 6. Based upon the findings and conclusions set forth herein, this Planning Commission hereby recommends the City Council approve Development Plan Review 2016-01, as modified herein, and specifically subject to the conditions set forth in Attachment "3" attached hereto and by this reference incorporated herein.

Section 7. The Secretary to the Planning Commission shall:

- a. Certify to the adoption of this Resolution; and
- b. Forthwith transmit a certified copy of this Resolution, by certified mail, to the Applicant at the address of record set forth in the Application.

ADOPTED AND APPROVED this 13th day of December, 2016.

---

CHRISTINE SCHAEFER, CHAIR

I, Joseph M. Lambert, Secretary to the Planning Commission of the City of Placentia, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Planning Commission of the City of Placentia held on the 15th day of December, 2016, and was passed at this regular meeting of the Planning Commission of the City of Placentia held on the 15th day of December, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

---

Joseph M. Lambert,  
Secretary to the Planning Commission

APPROVED AS TO FORM:

---

YOLANDA M. SUMMERHILL,  
ASSISTANT CITY ATTORNEY

Resolution No. PC-2016-22

Page 6 of 6

RESOLUTION NO. PC-2016-23

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PLACENTIA RECOMMENDING THE CITY COUNCIL APPROVE DEVELOPMENT AGREEMENT NO 2016-01 FOR THE DEVELOPMENT OF THE +/- 3.65 ACRE PROPERTY AT 1924 ORANGEVIEW AVENUE BY MERCY HOUSING, CALIFORNIA. [DEVELOPMENT AGREEMENT NO. 2016-01]

**A. Recitals.**

(i) Mercy Housing, California, owner of the property located at, 1924 Orangeview Avenue ("Applicant") heretofore filed an application for approval of Development Agreement No. 2016-01, as described in the title of this Resolution And hereinafter, in this Resolution, referred to as the "Application."

(ii). The City and Applicant have faithfully negotiated the Development Agreement pursuant to the procedures described in California Government Code § 65867, which authorizes cities to enter into development agreements with any person having a legal or equitable interest in real property for the development of such property.

(iii). On December 13, 2016, this Commission conducted a duly noticed public hearing, as required by law, and concluded said hearing prior to the adoption of this Resolution.

(iv). All legal prerequisites to the adoption of this Resolution have occurred.

**B. Resolution.**

NOW, THEREFORE, it is hereby found, determined and resolved by the Planning Commission of the City of Placentia as follows:

1. The Planning Commission hereby finds that the Development Agreement between the City and Applicant conforms to the policies and programs of the General Plan.

2. (a). The Planning Commission hereby recommends the City Council of the City of Placentia find that Negative Declaration No. 2016-01, adopted with respect to the project was prepared in compliance with the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, et seq., the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, §§ 15000, et seq., and the Environmental Impact Report Guidelines of the City of Placentia and that the Council

review and consider the information contained in said Negative Declaration with respect to the Application;

(b). The City Council find and determine that, based upon the findings set forth below, and changes and alterations which have been incorporated into and conditioned upon the proposed project, no significant adverse environmental effects will occur; and

(c). The City Council find that facts supporting the above-specified findings are contained in the Negative Declaration, the staff report and exhibits, and the information provided during the public hearing conducted with respect to the Application and the Negative Declaration. Mitigation measures will be made a condition of approval of said project and are intended to mitigate and/or avoid environmental effects identified in the Negative Declaration.

3. The Planning Commission, based upon the testimony and information presented at the public hearing, hereby adopts Resolution No. PC-2016-23, recommends the City Council approve the Development Agreement between the City and Mercy Housing, California in the form attached hereto as "Exhibit 5" and incorporated by this reference.

4. The Secretary shall certify the adoption of this Resolution.

ADOPTED AND APPROVED this 13<sup>th</sup> day of December 2016.

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Christine Schaefer, Chair

I, Joseph M. Lambert, Secretary to the Planning Commission of the City of Placentia, do hereby certify that the foregoing Resolution was introduced at a regular meeting of the Planning Commission of the City of Placentia held on the 15<sup>th</sup> day of December, 2016, and was passed at a regular meeting of the Planning Commission of the City of Placentia held on the 15<sup>th</sup> day of December, 2016, by the following vote:

AYES:	LEE, TOMAZIC, PEREZ, SCHAEFER, SCHENCK
NOES:	NONE
ABSENT:	NONE
ABSTAINED:	NONE

ATTEST:

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Joseph M. Lambert  
Secretary to the Planning Commission

APPROVED AS TO FORM

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YOLANDA M. SUMMERHILL,  
ASSISTANT CITY ATTORNEY

**Attachment 3**  
**Special Conditions of Approval and Standard Development Requirements for**  
**Development Plan Review 2016-01**  
**1924 Orangeview Avenue**

**SPECIAL CONDITIONS**

If the above referenced application is approved, applicant and/or property owner shall comply with the Special Conditions listed below and the Standard Development Requirements attached.

**ALL OF THE FOLLOWING SPECIAL CONDITIONS OF APPROVAL AND STANDARD DEVELOPMENT REQUIREMENTS SHALL BE FULLY COMPLIED WITH FOR THE DEVELOPMENT PLAN REVIEW TO CONTINUE IN GOOD STANDING.**

**CITY PLANNING DIVISION:**

1. Development Plan Review 2016-01 is valid for a period of twelve (12) months from the date of final determination. If the use approved by this action is not established within such a period of time, this approval shall be terminated and shall be null and void, unless an extension is applied for and approved.
2. Development Plan Review 2016-01 shall expire and be of no further force or effect if the use is discontinued or abandoned for a period of one (1) year.
3. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation of said action by the City of Placentia Planning Commission.
4. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.

5. Any modifications to the approved floor plan/site plan and any modifications which will change, expand or intensify the use shall be subject to review and approval by the Director of Development Services. The Director of Development Services or his or her designee may determine if such modifications require approval by the Placentia Planning Commission or may be approved administratively by City staff.
6. Prior to issuance of building permits, the site plans shall be submitted for the review and certification of the Director of Development Services and shall include the following information:
  - a. All Special Conditions of Approval and Standard Development Requirements of Development Plan Review (DPR) 2016-01.
  - b. Include any project revisions on the site plan. Additionally, include separate sheets with approved Special Conditions of Approval, Standard Development Requirements.
  - c. Typical cross section views and details through the property and across each property line as directed by the Director of Development Services.
  - d. Full site plan notes, details and dimensions.
  - e. Location of transformers, meters and other aboveground appurtenances.
7. Prior to any modification of the floor plan that would affect parking as stipulated in the zoning code, the applicant shall obtain written approval from the Director of Development Services or his/her designee.
8. All trash bins shall be kept inside trash enclosures, and gates closed at all times, except during disposal and pick-up. Trash pick-up shall be done on a regular basis.
9. All mechanical equipment shall be screened from public view to the satisfaction of the Development Services Director
10. An (eight) 8 foot high decorative wall shall be constructed adjacent to the northerly property line and a decorative fencing combination of wrought iron and pilasters shall be constructed along the westerly property line. Additionally, creeping ivy shall be planted on both sides of said wall to the satisfaction of the Development Services Director.
11. The applicant/business owner shall be responsible for maintaining the property, including the landscaped areas, walkways, and all paved surfaces, free from graffiti, debris and litter. Graffiti shall be removed by the applicant/business owner within 72 hours of defacement and/or upon notification by the City.

12. Prior to the issuance of any building permits, submit the following for the approval of the Director of Development Services:
  - a. An exterior lighting plan showing location, type and design of fixtures and areas of illumination (photometric). Lighting shall neither negatively impact adjacent properties nor the public right-of-way.
  - b. Complete landscape and irrigation plans.
  - c. Postmaster approval of the location and design of the mailboxes, if applicable.
  - d. Samples of all colors, textures and materials.
  - e. A detailed site plan showing the location where building related-equipment, facilities and materials will be stored during construction.
  - f. A detailed timeline outlining the course of drilling, grading/construction work that will take place on the property.
  - h. A detailed site plan showing how pedestrians will be protected during construction.

**BUILDING DIVISION:**

12. Architectural and building plans need to be prepared and designed by a licensed California architect or civil/structural engineer.
13. New building structure requires to be equipped with the automatic fire sprinkler throughout the entire building (1st thru 3rd floor).
14. Grading, erosion control (NPDES, SWPPP, BMP), sewer, water and utility plans shall be designed & prepared by a licensed California civil engineer.
15. Type of construction needs to be type V-A due to it's a three story building.
16. Final architectural/building plans require to be approved by Orange County Fire Authority prior to building permit issuance.
17. Architectural/building plans are required to be in compliance with 2016 California Building Codes if they are submitted after 12/31/16.

**ENGINEERING DIVISION:**

18. All improvement and grading plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer or other registered/licensed professional as required.
19. Prior to issuance of Certificate of Occupancy or building final, all existing and new utilities including electric power, telephone, and cable TV in the street adjacent to and on-site shall be placed underground in accordance with City of Placentia ordinances.
20. Prior to issuance of a Certificate of Occupancy, the engineer of record shall submit all approved project plans on a DFX (AutoCAD) formatted Compact Disc (CD) to the Public Works Department. If the required files are unavailable, the developer shall pay a scanning fee to cover the cost of scanning the as-built plans.
21. The developer shall monitor, supervise and control all construction and construction related activities to prevent them from causing a public nuisance, including but not limited to, insuring strict adherence to the following:
  - a) Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.

### **Grading**

22. Prior to the issuance of a grading permit, the applicant shall prepare a Low Impact Development (LID) specifically identifying the Best Management Practices (BMP's) that will be used on site to control predictable pollutant runoff. The plan shall identify the types of structural and/or non-structural measures to be used. The plan shall comply with the Orange County Drainage Area Management Plan (DAMP) and LID Implementation Guideline. Website available at (<http://ocwatersheds.com/publiced/residents/glltd>) Particular attention should be addressed to the appendix section "Best Management Practices for priority redevelopment." The LID shall clearly show the locations of structural or Nonstructural BMP's, and assignment of long term maintenance responsibilities. The plan shall be prepared to the general form and content and submitted to the Director of Public Works/City Engineer for review and approval.
23. Prior to the issuance of a grading permit, the applicant shall prepare a Water Quality Management Plan (WQMP) specifically identifying the Best Management Practices (BMP's) that will be used on site to control predictable pollutant runoff. The plan shall identify the types of structural and non-structural measures to be used. The plan shall comply with the Orange County Drainage Area Management Plan (DAMP). Particular attention should be addressed to the appendix section "Best Management Practices for Development." The WQMP shall clearly show the locations of structural BMP's, and assignment of long term maintenance responsibilities (which shall also be included in the Maintenance Agreement). The plan shall be prepared to the general form and content shown in the County of Orange's WQMP Template and shall be submitted to the City Engineer for

review and approval.

24. Prior to the issuance of grading permits, the applicant shall prepare and submit a precise grading plan prepared by a licensed civil engineer to the Engineering Division of the Public Works Department showing building footprints, new and revised pads and elevations of finished grades, drainage routes, retaining walls, erosion control, slope easements, structural best management practices (BMPs) conforming to the approved water quality management plan, and other pertinent information. The project development shall accept and make provisions for the existing surface water that are the natural flows from the BNSF lands immediately abutting to the north of the development site.
25. Prior to approval of the final design plans and issuance of a grading permit, the applicant shall conduct a site-specific geotechnical investigation for the entire site and prepare a report that fully assesses the geologic and soil conditions of the site. As part of the report preparation, soil sampling and any geotechnical testing will be completed at each location where structures are to be erected. The report shall provide grading, swimming pool removal and structural design recommendations for avoiding liquefaction, subsidence or collapse for each of the proposed structures. The recommendations shall be implemented by the Applicant.
26. Prior to the issuance of a grading permit, erosion control plans and notes shall be submitted and approved by the Engineering Division of Public Works Department.
27. Prior to the issuance of a grading permit, the applicant shall demonstrate to the City Engineer that coverage has been obtained under the California's General Permit for Discharge of Storm Water 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 to the City Engineer. Construction activity subject to this permit includes clearing, grading and disturbances to the ground such as stockpiling, or excavation. Prior to the issuance of a grading permit, the applicant shall submit to the City Engineer for review and approval a Stormwater Pollution Prevention Plan (SWPPP). A copy of the approved SWPPP shall be kept at the project site and available for review upon request.
28. All private slopes of 5 feet or more in vertical height and of 5:1 or greater slope, but less than 2:1 slope, shall be, at minimum, irrigated and landscaped with appropriate ground cover for erosion control. Slope planting required by this section shall include a permanent irrigation system to be installed by the developer prior to occupancy.
29. The development site shall be graded to drain surface water to the existing City storm drain system with no cross lot drainage permitted. Drainage shall be

indicated on the precise grading plans.

30. The precise grading plan, appropriate certifications and compaction reports shall be completed, submitted, and approved by the Building and Safety Official and City Engineer prior to the issuance of building permits.
31. Surety and agreement guaranteeing completion of all on-site drainage and grading operations shall be posted and executed to the satisfaction of the City Engineer prior to the issuance of grading permits.
32. The applicant shall prepare and submit a preliminary title report no older than 90 days and/or lease agreement signed by the Orange County Flood Control District (OCFCD) for the use of the Flood Control District's property prior to issuance of grading permit.

### **Public Improvements and Construction**

33. Prior to issuance of occupancy permit, all missing public improvements including signage in Orangeview Avenue within property boundaries shall be constructed satisfactorily to City Standards. Orangeview Avenue and loop road entering from Lakeview Avenue have been improved and are currently vested in the Orange County Transportation Authority (OCTA).

This project necessitates the construction of missing public and private improvements. Prior to the issuance of building permit, the applicant shall enter into an agreement and post security, in a form and amount acceptable to the City Engineer, guaranteeing the construction of the missing public and private improvements in conformance with applicable City standards and the City's Policy.

34. Prior to any work to be performed in the right-of-way, fees shall be paid and a construction permit shall be obtained from the Public Works Department in addition to any other permits required
35. Water improvement plans shall be approved by the Fire Marshal, the local water district, and City Engineer. The water distribution system and appurtenances shall conform to the applicable laws and adopted regulations enforced by the District. Public sewer improvement plans shall be approved by City Engineer.
36. Prior to the issuance of a building permit, the applicant shall dedicate ingress and egress of the access route within the project and improve it fully operational as required by the Orange County Fire Authority (OCFA) to the satisfaction City

Engineer.

### **Storm Drain Improvements and Construction**

37. Prior to approval of final design of grading plan, hydraulics and hydrology report shall be submitted to and approved by the City Engineer. All drainage facilities shall be installed as required by the City Engineer.
38. Drainage easements, when required, shall be shown on the grading plans and noted as follows: "Drainage Easement - no buildings, obstructions, or encroachments by landfills are allowed."
39. The project shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. The storm drain design and improvements shall be subject to review and approval of City Engineer. The Public Works Department does allow use of streets and the existing storm drain systems available for drainage purposes in most instances. Should the quantities exceed the capacity or if the use of streets is prohibited for drainage purposes, the developer shall provide adequate facilities as approved by City Engineer.
40. Prior to the approval of the improvement plans, the hydrology study shall show that the 10-year storm flow will be contained within the street from curb to curb and the 100-year storm flow shall be contained within the street right-of-way. When either of these criteria are exceeded, additional drainage facilities shall be installed. All analysis shall comply with the Orange County Hydrology Manual and County Local Drainage Manual.
41. Prior to approval of the improvement plans, drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency flow bypass shall also be provided as approved by City Engineer.

### **Sewer line Improvements and Construction**

42. Prior to issuance of building permit, the developer's engineer shall analyze and mitigate any sewer system deficiencies for all phases of the proposed development. Results of the system analysis may require special construction such as booster pumps, upsize the downstream pipes and backwater valves. The engineering analysis and special construction requirements shall be subject to review and approval of City Engineer.
43. The applicant shall obtain all necessary easements for any required off-site sewer facilities. The applicant shall also construct or guarantee the construction of any necessary off-site sewer lines
44. The applicant shall construct and guarantee the construction of the City sewer line.

### **TRAFFIC ENGINEERING DIVISION**

45. The applicant shall prepare a traffic study which shall be reviewed and approved to the satisfaction of the Traffic Engineer.

### **POLICE DEPARTMENT**

46. Access Driveway requirements:

(1) The vehicle entrance gate should be set back to accommodate vehicle stacking subject to the review and approval of the City Traffic Engineer, OCFA and Police Department.

(2) The vehicle entrance gate is to be equipped with Click2Enter radio access system and Knox key switch in the card-reader/access control system device. Both systems are to be programmed to the satisfaction of the Police Department and Orange County Fire Authority (refer to Placentia Police Department Residential Security Requirements).

(3) Prior to the issuance of building permits, provide a plan showing the location of Knox keyswitches and Click2Enter system

47. Building Entries. It appears the building will be access controlled based upon the design/layout. If it is access controlled, then the following apply as mentioned in the Placentia Police Department Residential Security Requirements:

(1) Install Click2Enter radio access control system on the main entry doors.

(2) All other exterior doors with a building access control device are to have Knox keyswitches.

(3) All exterior doors with mechanical locks and not equipped with the building's access control system are to have Knox Boxes.

(4) Click2Enter and Knox systems equipment are to be programmed/keyed to both the police and fire departments.

(5) Prior to the issuance of building permits, provide a plan showing the location and type of Knox Boxes/keyswitches and Click2Enter system.

48. Prior to the issuance of building permits, applicant shall provide photometrics showing the exterior lighting to the satisfaction of the Placentia Police Department Residential Security Requirements.

### **Orange County Fire Authority**

49. All portions of the proposed building shall be within 150 feet of an approved

emergency access road. The portion of the building adjacent to the Atwood Channel (between the proposed building and the channel) does not demonstrate an access road. Therefore, this side of the building is 'out of fire department access.' An access road shall be demonstrated along this area to meet minimum access requirements. If the access road leading from the cul-de-sac is in excess of 150 feet to make the access requirement, then an OCFA approved turnaround shall be provided. In addition, fire hydrant placement will need to be evaluated once the fire access road is demonstrated and approved by the OCFA.

**CITY OF PLACENTIA  
DEVELOPMENT AGREEMENT  
(MERCY HOUSING HOMELESS VETERANS VILLAGE PROJECT)**

**THIS 2016 DISPOSITION AND DEVELOPMENT AGREEMENT** (the “Agreement”) is dated as of \_\_\_\_\_ 2016 by and between the **CITY OF PLACENTIA**, a California charter city and municipal corporation, (the “City”), and **MERCY HOUSING CALIFORNIA**, a California nonprofit public benefit corporation (the “Developer”).

***RECITALS***

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs and risk of development, the Legislature of the State of California enacted Section 65864 et seq. of the Government Code (“Development Agreement Statute”) which authorizes a city and a developer having a legal or equitable interest in real property to enter into a binding, long-term development agreement, establishing certain development rights in the property.

B. Developer entered into an Option to Lease Agreement, dated [REDACTED] with the County of Orange/Orange County Flood Control District to lease and improve certain real property situated in the City of Placentia that is owned by the County (“Site 1”); and Developer has entered into, with a private third party, an Agreement of Purchase and Sale and Joint Escrow Instructions dated as of [REDACTED] for the purchase of other certain real property that is adjacent to and contiguous with Site 1 (“Site 2”). Site 1 and Site 2 (collectively hereinafter referred to as “Property”) are located at [REDACTED] as described in Attachment No. 1 and depicted in Attachment No. 2. Developer intends to develop Site 1 and Site 2 as a permanent supportive housing development for homeless veterans as described herein (the “Housing Project”).

C. As part of the Housing Project, the Developer will construct and operate approximately forty (49) service-enriched rental dwelling units with a preference for low-income families which include at least one Veteran, and homeless Veterans, where household income does not exceed 30% to 60% of Area Median Income at an affordable rent for the “Affordability Period,” as this term is defined below.

D. This Agreement between City and Developer sets forth, among other things, the applicable fees, policies and zoning requirements that apply to Developer’s development of the Project and provides Developer with a vested right to develop the Project.

E. The Project relies on the following analysis under the California Environmental Quality Act (“CEQA”) (set forth in Public Resources Code, section 21000 et seq.):  
[REDACTED]

F. The Development Agreement Ordinance provides that the purpose of development agreements is to strengthen the public planning process, encourage comprehensive planning, obtain private participation in meeting community needs, and reduce uncertainty in the approval of development.

G. For the reasons recited herein, City and Developer have determined that the Project is a development for which this Agreement is appropriate. This Agreement will eliminate uncertainty regarding Existing Approvals and Subsequent Project Approvals, thereby encouraging planning for, investment in, and commitment to use and development of the Property. Continued use and development of the Property will in turn provide substantial employment, tax, and other public benefits to the City, and will contribute to the revitalization of the City.

H. The terms and conditions of this Agreement have undergone review by City staff, the Planning Commission and the City Council at publicly noticed meetings and have been found to be fair, just and reasonable and in conformance with the Development Agreement Statute and the goals, policies, standards and land use designations specified in the City's General Plan and, further, the City Council finds that the economic interests of City's citizens and the public health, safety and welfare will be best served by entering into this Agreement.

I. On [REDACTED], the Planning Commission, the initial hearing body for purposes of development agreement review, recommended approval of this Agreement to the City Council. On [REDACTED], the City Council adopted Ordinance No. [REDACTED] approving this Agreement.

**NOW, THEREFORE**, the parties hereto agree as follows:

## **100. DEFINITIONS**

**"ADA"** shall mean the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, *et seq.*, as the same may from time to time be amended.

**"Affordability Period"** shall mean the duration of the affordable housing requirements which are set forth in this Agreement and the Regulatory Agreement, as set forth in Section 502 hereof.

**"Affordable Rent"** shall have the meaning set forth in Health and Safety Code Section 50053, as further defined in Section 505 hereof.

**"Agreement"** means this 2016 Disposition and Development Agreement between City and the Developer.

**"City"** means the City of Placentia, a California charter city and municipal corporation.

**"Best Knowledge"** means the actual knowledge of the party's employees and agents who manage the Housing Project or have participated in the preparation of this Agreement, and all documents and materials in the possession of such party, and shall not impose a duty of investigation.

**"Certificate of Completion"** means the document which evidences the Developer's satisfactory completion of the development of the Housing Project, as set forth in Section 306 hereof, substantially in the form of Attachment No. 5, hereto.

**"County"** shall mean the County of Orange, California.

**"Default"** means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 601 hereof.

**"Developer"** means Mercy Housing California, a California nonprofit public benefit corporation, and its permitted successors and assigns.

**"Development Fees"** shall mean those fees, charges, and exactions imposed by the City upon the development of the Project on the Property, including, but not limited to, application fees, processing fees, development fees, impact fees, mitigation fees, park fees, storm drain fees, sewer fees, development project mitigation fees, and other related or like charges or fees. All Development Fees applicable to the Project are identified in Attachment No. 6 attached hereto and incorporated herein.

***“Development Plans”*** means those plans and drawings to be submitted to City for its approval, pursuant to Section 302 hereof.

***“Development Project Mitigation Fees”*** means the monetary fees and impositions, other than taxes and assessments, charged by City in connection with a development project for the purpose of defraying all or a portion of the cost of mitigating the impacts of a development project or development of the public facilities and services related to a development project, including Affordable Housing Fees and any “fee” as that term is defined by Government Code section 66000(b). For purposes of this Agreement, a monetary fee or imposition that meets both the definition of an Impact Fee and the definition of an Exaction will be considered an Development Project Mitigation Fee.

***“Development Project Mitigation Fee Loan Note”*** means and refers to the promissory note to be executed by the Developer as the maker, in favor of the City as the holder, in the amount of the Development Project Mitigation Fee Loan in the form of Attachment No. 7.

***“Effective Date”*** means and refers to the day on which all three (3) of the following events have been accomplished: (i) this Agreement has been approved by the governing board of the City; and (ii) this Agreement has been executed by the officers of the Developer; and (iii) this Agreement has been executed by the officers of the City. The Effective Date shall be noted by the City Council on the signature page of this Agreement.

***“Exactions”*** means exactions imposed by City as a condition of developing the Housing Project, including requirements for acquisition, dedication or reservation of land; and obligations to construct on-site or off-site public and private infrastructure improvements such as roadways, utilities or other improvements necessary to support the Housing Project, whether such exactions constitute capital improvements, mitigation measures in connection with environmental review of the Project, or impositions made under Applicable City Regulations. For purposes of this Agreement, Exactions do not include Development Project Mitigation Fees.

***“Existing Development Regulations”*** means the ordinances, rules, regulations and official policies of the City that are in effect as of the Effective Date of the Agreement which regulate the use of real property, including, but not limited to, its development, its subdivision, and the design, density, use, occupancy, improvement and construction of structures thereon, and which establish Development Fees, dedications, or exactions that may be imposed as a condition of obtaining any City approval necessary for a use of real property. Existing Development Regulations, include, but are not limited to, City’s Charter, each element of the City’s General Plan, every portion of the City’s Municipal Code regulating use(s) of real property (including all zoning codes, development codes, subdivisions codes, and CEQA implementation codes), and the provisions of any Specific Plan applicable to the Site, except as specifically modified herein. Subject to the provisions of § 11(a), below, existing Development Regulations shall mean and include only those Developer Fees in effect as of the Effective Date of this Agreement and shown on Exhibit “E” attached hereto.

***“Governmental Requirements”*** means all laws, ordinances, statutes, codes, rules, regulations, orders, and decrees of the United States, the state, the County, the City, or any other political subdivision in which the Housing Project is located, and of any other political subdivision, agency, or instrumentality exercising jurisdiction over the Developer or the Housing Project.

***“Hazardous Materials”*** means any substance, material, or waste which is or becomes regulated by any local governmental City, the County, the State of California, regional governmental City, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a “hazardous waste,” “extremely hazardous waste,” or “restricted hazardous waste” under Section 25115, 25117 or 25122.7, or listed pursuant to

Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (ix) designated as “hazardous substances” pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (x) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6903) or (xi) defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 *et seq.* Notwithstanding the foregoing, “Hazardous Materials” shall not include such products in quantities as are customarily used in the construction, maintenance, development or management of residential developments or associated buildings and grounds, or typically used in residential activities in a manner typical of other comparable residential developments, or substances commonly ingested by a significant population living within the Housing Project, including without limitation alcohol, aspirin, tobacco and saccharine.

**“Housing Project”** means the multifamily apartment complex to be developed and operated by the Developer as provided herein.

**“Housing Project Accounting Year”** means and refers to the tax year accounting period designated by the Developer in its Tax Credit Limited Partnership Agreement.

**“Housing Units”** means the individual apartment units within the Housing Project to be developed and operated by the Developer.

**“Legal Description”** means the description of the Property which is attached hereto as Attachment No. 1 and incorporated herein.

**“Lender”** means each of the responsible financial lending institutions or persons or entities approved by the City in its reasonable discretion, which provide construction loans or permanent loans for the development or operation of the Housing Project, as set forth in Section 407 hereof.

**“Lower Income Household”** shall mean a household earning not greater than that percentage of Los Angeles County area median income, adjusted for household size, which is set forth by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50079.5.

**“Low-or-Moderate Income Household”** shall mean a household earning not greater than that percentage of Los Angeles County area median income, adjusted for household size, which is set forth by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50093.

**“Notice”** shall mean a notice in the form prescribed by **Section 702** hereof.

**“Public Improvements”** shall mean those public improvements, including but not limited to streets, street lights, traffic signals, curbs, gutters, sidewalks, parkway landscaping, irrigation systems, storm drains, sewers, and other public facilities related to the Housing Project and required to be constructed and installed in the existing public rights-of-way and/or on areas of

the Property to be dedicated to the City by the Developer as part of the development of the Housing Project. The Public Improvements are more fully listed and described in Attachment No. 9 which is attached hereto and incorporated herein by reference.

**“Rent”** shall mean the total of monthly payments by the tenants of a Housing Unit for use and occupancy for the Housing Unit and facilities associated therewith, including a reasonable allowance for utilities for an adequate level of service, as defined in 25 California Code of Regulations Section 6918.

**“Residual Receipts”** mean and refer to the portion of the annual cash income of the Housing Project as more particularly described in the Development Project Loan Note and the Development Project Mitigation Fee Loan Note.

**“Schedule of Performance”** means that certain Schedule of Performance attached hereto as Attachment No. 3 and incorporated herein, which sets forth the time for performing the various obligations of this Agreement.

**“Scope of Development”** means that certain Scope of Development attached hereto as Attachment No. 4 and incorporated herein, which describes the scope, amount, and quality of the development of the Housing Project by the Developer pursuant to the terms and conditions of this Agreement.

**“Site”** means **“Property”** and is that certain real property located near the intersection of Baldwin Avenue and Rose Avenue, to the south of the new railroad street grade separation recently completed by ACE in the City, as described in the Legal Description and depicted on the Site Map.

**“Site Map”** means the map of the Site which is attached hereto as Attachment No. 2 and incorporated herein.

**“State TCAC”** means and refers to the State of California Tax Credit Allocation Committee.

**“Tax Credit Limited Partnership Agreement”** means and refers to the limited partnership agreement by and between the Developer and its tax credit investor limited partners. The final form of the Tax Credit Limited Partnership Agreement shall be subject to the written approval of the City prior to the Close of Escrow and such approval by the City shall not be unduly withheld, conditioned or delayed.

**“Tax Credit Regulatory Agreement”** shall mean the regulatory agreement which may be required to be recorded against the Housing Units with respect to the issuance of Tax Credits, as set forth in Section 607 hereof.

**“Term of Agreement.”** The term of the Agreement shall commence on the Effective Date and shall expire on \_\_\_\_\_, so long as Developer remains in material compliance with this Agreement, as from time to time amended.

**“Very Low Income Household”** shall mean a household earning not greater than the applicable percentage of Orange County area median income, adjusted for household size, as set forth by regulation of the California Department of Housing and Community Development, pursuant to Health and Safety Code Section 50105.

**“Veteran”** means a person who served in the active military, naval, or air service, and who was discharged or released therefrom under conditions other than dishonorable, pursuant to 38 U.S.C. Section 101, and regulations of the United States Department of Veteran Affairs.

## **200. EXISTING DEVELOPMENT REGULATIONS**

**Effect of Existing Development Regulations on Development of Housing Project.** Except as expressly provided in this Agreement, all substantive and procedural requirements and provisions contained in City's ordinances, specific plans, rules and regulations, including, but not limited to, the Zoning Ordinance and building codes, in effect as of the Effective Date of this Agreement, shall apply to the construction and development of the Housing Project and, subject only to the terms of this Agreement, Developer shall have a currently effective vested right to develop the Site in accordance with the Existing Development Regulations. City may apply any and all new ordinances, rules, regulations, plans and specifications to the development of the Site after the Effective Date provided such new rules and regulations do not conflict with the terms of this Agreement as of the Effective Date. Nothing herein shall prevent the application of health and safety regulations (*i.e.*, fire, building, seismic, plumbing, mechanical and electric codes) that become applicable to the City as a whole.

## **300. DEVELOPMENT OF THE HOUSING PROJECT**

**301. Development of the Housing Project.** The Developer agrees to construct and develop the Housing Project substantially in accordance with the Scope of Development which is attached hereto as Attachment No. 4 and incorporated herein, all applicable local codes, development standards, ordinances and zoning ordinances in effect at the time of project completion, and the Development Plans which are approved by the City pursuant to Section 302 hereof. The Housing Project shall generally consist of a multifamily apartment complex with approximately forty-nine (49) apartment units, and associated parking, landscaping and common areas. All funds necessary to complete the acquisition and development of the Housing Project shall be obtained by the Developer.

### **302. Development Project Application and Development Plans.**

(a) The Developer shall submit to the City each of the completed application or applications (each a "Development Project Application") as the Developer shall hereafter prepare for submittal to the City for the review and discretionary development project approval by the City for the improvement of the Housing Project on the Site. Each Development Project Application shall include all of the information necessary for the City to issue its Development Project Approvals for the Housing Project consistent with the Scope of Development and all development compliance conditions and environmental mitigation measures required by the City. Following the approval by the City of the applicable Development Project Application(s) for the Housing Project the Developer shall promptly prepare the appropriate plans, materials and drawings describing the means and methods for development of the Housing Project (collectively, the "Development Plans") for submittal to the City for the issuance by the City (or the applicable regulatory jurisdiction) of the regulatory and building permits (each a "Development Project Permit") as required under the Governmental Requirements for the initiation of construction and improvement of the Housing Project. The Developer shall prepare and complete the applicable Development Project Application(s) and prepare and submit the appropriate Development Plans to obtain the Development Project Permits on or prior to the date set forth in the Schedule of Performance (subject to force majeure pursuant to Section 603 hereof). Upon the City's disapproval or conditional approval of any such Development Project Application or, later, any Development Project Permit, the Developer shall revise the portions of such plans identified by the City as requiring a revision and resubmit the revised plans to the City. The City shall have all rights to review and approve or disapprove all Development Project Applications and Development Plans and other required submittals in accordance with the City Municipal Code, and nothing set forth in this Agreement shall be construed as the City's approval of any such Development Project Application or Development Plan. Any and all change orders or revisions required by the City, or a City official or building inspector which is/are required under the Municipal Code and all other applicable Uniform Codes (e.g. Building,

Plumbing, Fire, Electrical, etc.) and under other applicable laws and regulations shall be included by the Developer in its Development Plans and other required submittals and shall be completed during the development of the Housing Project. Neither the City nor the City shall be responsible either to the Developer or to third parties in any way for any defects in the Development Plans, nor for any structural or other defect in any work done according to the approved Development Plans, nor for any delays reasonably caused by the review and approval processes established by this Section 302.

(b) The City hereby agrees to assist and cooperate with the Developer to obtain the Development Project Approvals and the Development Project Permits from the City for the Housing Project; provided however the words, "assist and cooperate" as used in the preceding sentence shall not require the City to contribute any funds beyond the amount of the City Financing Assistance as set forth in this Agreement. During the time prior to the Closing under the ACE Purchase Agreement, the City shall cause ACE to authorize the Developer to submit to the City of any Development Project Application or Development Plan as may be required for the Housing Project.

(c) The Developer acknowledges and agrees that the City retains regulatory jurisdiction over the approval of the Housing Project including each Development Project Approval and each Development Project Permit. The City is not a party to the Agreement and no provision hereof shall be deemed to confirm any right or privilege upon the Developer as may otherwise arise under Government Code Section 65850 et seq. The City retains the sole and absolute discretion under its regulatory and other police powers to review each Development Project Application, and the Development plans and to confirm that each of them is complete, and to issue the Development Project Permits for the Housing Project and to impose such development conditions of the City as may deem to be applicable to the Housing Project in its reasonable discretion.

**303. Construction Contract.** Developer shall enter into a contract with one or more general contractors reasonably acceptable to the City for the construction of the Housing Project. City shall be named as indemnified and held harmless by all construction contractors and shall provide to the City certificates of insurance naming the City as additional insureds.

**304. Timing of Development of the Housing Project.** The Developer hereby covenants and agrees to commence the development of the Housing Project within the time set forth in the Schedule of Performance, which is attached hereto as Attachment No. 3 and incorporated herein (subject to force majeure pursuant to Section 603 hereof). The Developer further covenants and agrees to diligently prosecute to completion the development of the Housing Project in accordance with the approved Development Plans within the time set forth in the Schedule of Performance. Either party may request changes to the Schedule of Performance, which changes shall be subject to the reasonable approval of the other party as provided in Section 313 hereof.

**305. City and Other Governmental Permits.** Before commencement of the development of the Housing Project, the Developer shall secure or cause its contractor to secure any and all permits and land use entitlements which may be required by the City or any other governmental agency affected by such construction, including without limitation building permits. The Developer shall pay all necessary fees and timely submit to the City final drawings with final corrections to obtain such permits, and the staff of the City will, without obligation to incur liability or expense therefor, use its best efforts to expedite the City's issuance of building permits and certificates of occupancy for construction that meets the requirements of the City Code, and all other applicable laws and regulations.

**306. Certificate of Completion.** Promptly after the completion of the development of the Housing Project in conformity with this Agreement (as reasonably determined by the City

Administrator or his or her designee), upon the written request of the Developer, the City shall furnish the Developer with a Certificate of Completion (substantially in the form attached hereto as Attachment No. 5) which evidences and determines the satisfactory completion of the development of the Housing Project in accordance with this Agreement. The issuance and recordation of the Certificate of Completion with respect to the Housing Project shall not supersede, cancel, amend or limit the continued effectiveness of any obligations relating to the maintenance, or uses, or payment of monies, or any other obligations, except for the obligation to complete the development of the Housing Project or applicable portion thereof as of the time of the issuance of the Certificate of Completion.

307. Insurance of the Developer.

(a) In order to protect the City, its governing board, commissions, agents, officers, employees and authorized representatives against all claims and liability for death, injury, loss and damage as a result of Developer's actions in connection with the design, construction, operation and financing of the Housing Project, the Developer shall secure and maintain insurance as described in this Section 307. Such insurance shall be in full force and effect as of the Effective Date, and thereafter the Developer shall continuously maintain such insurance for the term of the Regulatory Agreement. Developer shall pay any deductibles under all required insurance policies.

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of the Agreement."

Developer shall require each contractor and sub-contractor engaged to perform any work on the Housing Project to provide workers' compensation for all of such contractors' or sub-contractors' employees, unless the contractors' or sub-contractors' employees are covered by worker's compensation insurance afforded by the Developer. If any class of employees engaged in work or services performed in connection with the Project is not covered by Labor Code Section 3700, the Developer shall provide and/or require each contractor or sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

(b) The Developer shall maintain in full force and effect, at all times during the term of the Agreement, the following insurance:

(i) Commercial General Liability Insurance coverage, including, but not limited to, premises-operations, products-completed operations hazards, personal injury (including bodily injury and death), and property damage for liability arising out of the construction of the Project and/or Developer's operation of the Site pending commencement of construction of the Project. Said insurance coverage shall have minimum limits for bodily injury and property damage liability of TWO MILLION DOLLARS (\$2,000,000) each occurrence and FIVE MILLION DOLLARS (\$5,000,000) aggregate.

(ii) Automobile liability insurance against claims of personal injury (including bodily injury and death) and property damage covering all owned, leased, hired and non-owned vehicles used by Developer with minimum limits for bodily injury and property damage of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. Such insurance shall be provided by a business or commercial vehicle policy.

(iii) If the Developer hires one or more consultants to provide design services, such as architectural or engineering services in connection with the Project, the Developer shall require such consultant to provide professional liability (errors and omissions) insurance, for liability arising out of, or in connection with, the performance of such design services, with limits of not less than ONE MILLION DOLLARS (\$1,000,000).

(iv) During the course of construction, builder's risk insurance to be written on an all-risk completed value form, in an aggregate amount equal to 100% of the completed insurable value of the building(s).

(c) During the course of construction of the Project, Developer shall require that all contractors performing work on the Housing Project to maintain the following insurance coverages at all times during the performance of said work:

(i) Commercial general liability Insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence and FIVE MILLION DOLLARS (\$5,000,000) aggregate to protect the Developer during the construction phase from claims involving bodily injury and/or death and damage to the property of others. Said insurance shall include an endorsement to include owners' and contractors' protective coverage.

(ii) Automobile liability insurance against claims of personal injury (including bodily injury and death) and property damage covering all owned, leased, hired and non-owned vehicles used in the performance of a contractor's obligations to the Developer with minimum limits for bodily injury and property damage of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. Such insurance shall be provided by a business or commercial vehicle policy.

(d) The commercial general liability insurance required in Section 307(c) and (d), above shall include an endorsement naming the City and its officials, officers, agents, and employees as additional insureds for liability arising out of the Agreement and any operation related thereto.

(e) If any of the insurance coverages required under Section 307(d) of the Agreement is written on a claims-made basis, such insurance policy shall provide an extended reporting period continuing through the fifth (5<sup>th</sup>) anniversary following the date of acceptance of the improvements by Developer.

(f) As of the Effective Date, evidence of insurance in compliance with the requirements of Section 307(b) shall be furnished to the City by the Developer, as evidenced by endorsements to such policies or contracts of insurance issued by the insurer in favor of the City and/or by one or more "certificate of insurance" issued by the authorized agents or attorneys-in-fact of such insurers in a form acceptable to the City Counsel. Receipt of evidence of insurance that does not comply with the above requirements shall not constitute a waiver of the insurance requirements set forth above.

(g) The insurance coverages required to be maintained and/or provided by the Developer under this Agreement shall be maintained until the completion of all of Developer's obligations under the Agreement, and shall not be reduced, modified, or canceled. The Developer shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

(h) All insurance shall be issued by a company or companies listed in the current "Best's Insurance Guide" publication with a minimum of a "A(vii)" rating and be a California admitted insurance company.

(i) All insurance afforded by the Developer pursuant to the Agreement shall be primary to and not contributing to any other insurance maintained by the City. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Developer for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the City from taking such other actions as are available to it under any other provision of the Agreement or otherwise in law. Failure by the Developer to maintain all such insurance in effect at all times required by the Agreement shall be an event of default by Developer. The City, at its sole option, may exercise any remedy available to it in connection with such an event of default. Alternatively, the City may purchase such required insurance coverage, and the City shall invoice any sums due from Developer any premiums and associated costs advanced or paid by the City for such insurance. Any failure by the City to take this alternative action shall not relieve the Developer of its obligation to obtain and maintain the insurance coverages required by the Agreement.

308. **Indemnity and Defense.** Developer shall, at its expense, defend, indemnify, and hold harmless the City and its officers, agents, employees and representatives harmless from any and all losses, liabilities, claims, lawsuits, causes of action, judgments, settlements, court costs, attorneys' fees, and other legal expenses, costs of evidence of title, costs of evidence of value, and other damages of whatsoever nature arising out of or in connection with, or relating in any manner to any act or omission of Developer or its agents, employees, contractors and subcontractors of any tier and employees thereof in connection with or arising from Developer's performance or nonperformance of its obligations under this Agreement, Developer's ownership or operation of the Housing Project, or the development of the Housing Project, except for any such loss, liability, claim, lawsuit or other damage arising from the sole negligence or willful misconduct of the City or its officers, agents, employees or representatives.

309. **Entry by the City.** Developer shall permit the City, through its officers, agents or employees, at all reasonable times (but subject to tenants' rights of possession) to enter onto the Housing Project and inspect the work of development of the Housing Project to determine that the same is in conformity with the Development Plans and all the requirements hereof. Developer acknowledges that the City is under no obligation to supervise, inspect, or inform Developer of the progress of construction, and Developer shall not rely upon the City therefor. Any inspection by the City is entirely for its purposes in determining whether Developer is in compliance with this Agreement and is not for the purpose of determining or informing Developer of the quality or suitability of construction. Developer shall rely entirely upon its own supervision and inspection in determining the quality and suitability of the materials and work, and the performance of architects, subcontractors, and material suppliers. City's rights hereunder are subject to the rights of tenants in possession.

310. **Compliance With Laws.** The Developer shall carry out the design, development and operation of the Housing Project in conformity with all applicable laws, including all applicable state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.* The Developer shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Housing Project, subject to the Developer's right to contest in good faith any such taxes, and to the Developer's rights to request exemption under California Revenue and Taxation Code Section 214. The Developer may apply for and receive any exemption from the payment of property taxes or assessments on any interest in or to the Housing Project without the prior approval of the City.

311. **Prevailing Wages.** The Developer shall carry out the construction of the

Housing Project and the development of the Site in conformity with all applicable federal and state labor laws. Developer and its contractors and subcontractors shall pay prevailing wages and employ apprentices in compliance with Health and Safety Code Sections 33423 through 33426, and Labor Code Section 1770, *et seq.*, and shall be responsible for the keeping of all records required pursuant to Labor Code Section 1776, complying with the maximum hours requirements of Labor Code Sections 1810 through 1815, and complying with all regulations and statutory requirements pertaining thereto. Developer shall be solely responsible for determining and effectuating compliance with such laws, and the City makes no representation as to the applicability or non-applicability of any of such laws to the construction of the Housing Project or any part thereof. Developer hereby expressly acknowledges and agrees that the City has not previously affirmatively represented to the Developer or its contractor(s) for the construction or development of the Housing Project, in writing or otherwise, in a call for bids or otherwise, that the work to be covered by this Agreement is not a “public work,” as defined in Section 1720 of the Labor Code.

Developer shall indemnify, protect, defend and hold harmless the City and its officers, employees, contractors and agents, with counsel reasonably acceptable to the City, from and against any and all loss, liability, damage, claim, cost, expense and/or “increased costs” (including reasonable attorneys fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction, and/or operation of the Housing Project, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Developer to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development of the Housing Project, including, without limitation, any and all public works (as defined by applicable law), Developer shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. “Increased costs,” as used in this Section 311, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the development of the Housing Project by the Developer.

312. City of Placentia Construction Job Employment Outreach Program of the Developer.

(a) The Developer hereby agrees to use faith efforts to recruit residents of the City of Placentia for any new job or entry level employment positions, and to the extent of all other factors being equal and consistent with other applicable law, the Developer covenants on a best efforts basis to give Placentia residents preference for hiring for such new entry level job or employment positions and to the maximum reasonable and feasible extent, use the services of businesses which are located in the City of Placentia which result from the performance of this Agreement and which are performed within the City.

(b) “Good faith efforts” of the Developer for the purposes of this Section 312 include, but are not limited to, the following factors:

- (1) advertisement in local media concerning employment, contracting and subcontracting opportunities;

- (2) providing written notice to a reasonable number of local business enterprises soliciting their interest in contracting or subcontracting in sufficient time to allow them to participate effectively;
- (3) establishing an applicant pool of eligible persons who have responded to such entry level employment outreach efforts of the Developer;
- (4) attendance at pre-solicitation or pre-bid meetings that were scheduled by the City to inform contractors or subcontractors of contracting and subcontracting opportunities for local business enterprises;
- (5) following up initial solicitation of interest by contacting local business enterprises by telephone to determine with certainty whether they are interested in participating;
- (6) selecting portions of the work to be performed by local business enterprises;
- (7) providing interest local business enterprises and other enterprises with adequate information about the plans, specifications and requirements of contracts and subcontracts;
- (8) negotiating in good faith with interested local business enterprises to perform work; and
- (9) making reasonable efforts to assist interested local business enterprises in obtaining necessary sources of supply, lines of credit or insurance in order to participate in such work associated with the Project.

(c) If requested to do so by the City, the Developer shall provide the City with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.

(d) Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

### 313. Housing Project Implementation Consultations.

(a) Commencing upon the Effective Date, and thereafter through the completion of the Housing Project or earlier termination of this Agreement, the Developer and City staff shall conduct regular meetings at the City offices, to review the status of each of the following matters of mutual interest as applicable:

- (i) the Developer investigations of the Site;
- (ii) review of the Developer's Pro Forma and the sources of funds available to the Developer and the City to pay for Housing Project costs which are the responsibility of the applicable party to pay for;
- (iii) review of the State TCAC submissions of the Developer and the Tax Credit Limited Partnership Agreement;

(iv) review of the status of Developer financing for the development of the Housing Project including the Developer Construction Loan commitment and the construction loan financing and the permanent loan financing;

(v) review of the Housing Project Construction Budget and the Developer's preparation of construction project documentation for the Housing Project under Section 303, 304 and 305;

(vi) review of the implementation of the Housing Project job employment outreach program under Section 312;

(vii) review the Developer marketing plans for the rental housing dwelling units, and the preparation of one or more community outreach plans for the preparation of a tenant eligibility list for Veterans households who may qualify, to initially occupy the Veteran Preference Units;

(viii) review of the progress of specific items of construction and improvement by the Developer of each element of the Housing Project;

(ix) review of the CEQA finding of exemption for the Housing Project during the implementation of the Housing Project;

(x) review and confirmation of the dates set forth in the Schedule of Performance for the performance of the obligations of the parties and the satisfaction of various conditions precedent with respect to the development of the Housing Project;

(xi) review of other matters as requested in writing by either party.

(b) In the event that either party confirms within ninety (90) days following the Effective Date that the dates of one or more milestones set forth either in this Agreement or in the Schedule of Performance cannot be feasibly accomplished within the time frame set forth in the Schedule of Performance, as such date or milestone appeared in the Schedule of Performance or this Agreement on the Effective Date, the parties shall consider under the provisions of Section 313(c) one or more specific extensions of the applicable date. However, the notice provided in this Section 313(b) shall not be a condition precedent to the extension of any such dates.

(c) This Agreement and the Schedule of Performance set forth various dates and times relating to the implementation of the Housing Project, and the accomplishment of the various tasks assigned to the responsible party. The parties agree and declare that time is of the essence in the performance of such tasks and the satisfaction of conditions precedent. In the event that the date for the completion of a task or the satisfaction of a condition relating to the implementation of the Housing Project may not be achieved by the particular date ascribed to the task or condition as set forth either in the text of this Agreement or in the Schedule of Performance, including any extensions for delays due to force majeure if applicable, then at least thirty (30) days prior to such date the parties shall, as part of their consultations under Section 313(a), consider whether a modification to the Schedule of Performance may be indicated. Any decision to approve a modification or a series of such modifications to the time for performance of a task as provided in either this Agreement or the Schedule of Performance, shall be subject to the mutual reasonable discretion of the City Administrator and the Developer and shall not be unreasonably withheld, conditioned or delayed by either party. Each such modification of a date in the Schedule of Performance shall be evidenced by a written modification of the Schedule of Performance, signed by the City Administrator and Developer which references this Section 313(c). Notwithstanding the foregoing, the City Administrator may require that any modification or series of modifications of a time or date for performance of a particular matter

set forth in this Agreement or in the Schedule of Performance which results in a delay or extension of more than one hundred and eighty (180) days later than the time as originally provided in the Schedule of Performance on the Effective Date, may be made subject to the approval of the governing board of the City in its reasonable discretion.

**400. FINANCING OF THE DEVELOPMENT OF THE HOUSING PROJECT AND DEVELOPMENT FEES.**

**401. Development Fees.** The payment of Development Fees associated with the construction of the Housing Project, including land use approvals, development fees, building permits, development project mitigation fees, etc., shall be limited to those Development Fees shown on Attachment No. 6 attached hereto. Notwithstanding the foregoing, Developer understands and agrees that changes in state or federal laws that specifically mandate and require the imposition of new or increased fees pursuant to the terms and conditions of such changes in state or federal laws, shall be paid by Developer. This Agreement serves as notice to Developer under California Government Code section 66020(d) that the 90-day period in which the Developer may protest the imposition of the fees set forth in Attachment No. 6 begins on the Effective Date of this Agreement.

**402. Development Project Mitigation Fee Loan and Deferral.** The City hereby agrees to loan to the Developer a principal amount not to exceed the sum of Four Hundred Fifty Thousand Dollars (\$450,000) so that the Developer can meet its Development Project Mitigation Fee obligations. To effectuate the loan, the City shall assess Development Project Mitigation Fees in an amount set forth in Attachment No. 6 on the Housing Project; and thereafter the City shall not collect said fees from the Developer until after the passage of ten (10) years from the Effective Date of this Agreement and pursuant to the Development Project Mitigation Fee Loan Note.

**403. Repayment of the Development Project Mitigation Fee Loan Note.** The obligation of the Developer to repay the Development Project Mitigation Fee Loan shall be evidenced by the Development Project Mitigated Fee Loan Note as set forth in the form of Attachment No. 7. The Development Project Mitigated Fees Loan Note shall be for a term of fifty-five (55) years from the date of the Development Project Mitigation Fee Loan Note, and shall bear two-percent (2%) interest. The Development Project Mitigation Fee Loan Promissory Note shall be payable from fifty percent (50%) of the Residual Receipts of the Housing Project, until the Development Project Mitigation Fee Loan Note has been paid in full. The Development Project Mitigation Fee Loan Note shall be non-recourse to the Developer.

**404. Security for Development Project Mitigation Fee Loan.** The Development Project Mitigation Fee Loan Note shall be secured by the Development Project Mitigation Fee Loan Deed of Trust substantially in the form of Attachment No. 8.

**405. Subordination.** Each of the deeds of trust securing the repayment of the City Financial Assistance shall be made subordinate to the deed of trust for the acquisition, construction and permanent financing for the Housing Project, and to other private financing obtained by the Developer for the Housing Project, and shall be on parity with the LACDC loan to the Housing Project and payable pro rata from Residual Receipts of the Housing Project available to repay the LACDC loan and the Housing City Financial Assistance loans.

**406. Assumption.** None of the promissory notes evidencing the obligation of the Developer to repay the City Financial Assistance loans to the City shall be assumable by successors and assigns of Developer except for those successors approved or permitted pursuant to Section 705 hereof.

**407. Required Submissions.** Developer shall submit the following documents to the

City as evidence of financing for the Housing Project:

(a) a copy of a legally binding, firm and enforceable loan commitment(s) or approval(s) obtained by the Developer from unrelated financial institutions for the mortgage loan or loans for construction and permanent financing, subject to such lenders' reasonable, customary and normal conditions and terms,

(b) the Tax Credit Limited Partnership Agreement or binding funding commitment letter from the equity investors in the Housing Project which demonstrates that Developer has sufficient funds for such construction, and that such funds have been committed to such construction, and a current financial statement of Developer and Developer's other sources of equity capital, and

(c) other documentation reasonably satisfactory to City as evidence of other sources of capital, all of which together are sufficient to demonstrate that the Developer has adequate funds, together with the proceeds of any other financing to construct and complete the Housing Project.

**408. Holder Performance of Development of the Housing Project.** The holder of any mortgage or deed of trust for construction financing authorized by this Agreement shall not be obligated by the provisions of this Agreement to develop the Housing Project or any portion thereof, or to guarantee such construction or completion; nor shall any covenant or any other provision in this Agreement be construed so to obligate such holder.

**409. Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure.** With respect to any mortgage or deed of trust granted by Developer as provided herein, whenever City may deliver any notice or demand to Developer with respect to any breach or default by the Developer hereunder or under any other document executed pursuant to this Agreement, City shall at the same time deliver to each holder of record of any mortgage or deed of trust authorized by this Agreement a copy of such notice or demand. Each such holder shall (insofar as the rights granted by City are concerned) have the right, but not the obligation, at its option, within thirty (30) days after the receipt of the notice, to cure or remedy or commence to cure or remedy and thereafter to pursue with due diligence the cure or remedy of any such default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Nothing contained in this Agreement shall be deemed to permit or authorize any construction lender to undertake or continue the construction or completion of the development of the Housing Project, or any portion thereof (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed Developer's obligations to City by written agreement reasonably satisfactory to City. The construction lender, in that event, must agree to complete, or cause to be completed by a party which is reasonably acceptable to the City, in the manner provided in this Agreement, the improvements to which the lien or title of such holder relates. Any such construction lender (or assignee approved by the City) properly completing such improvement shall be entitled, upon compliance with the requirements of Section 306 of this Agreement, to a Certificate of Completion. It is understood that a construction lender or its assignee shall be deemed to have satisfied the thirty (30) day time limit set forth above for commencing to cure or remedy a Developer default which requires title and/or possession of the Housing Project (or portion thereof), if and to the extent any such holder or its assignee has within such thirty (30) day period commenced proceedings to obtain title and/or possession and thereafter the holder diligently pursues such proceedings to completion and cures or remedies the default.

**410. Failure of Holder to Complete Housing Project Development.** In any case where, ninety (90) days after the holder of any construction loan mortgage or deed of trust creating a lien or encumbrance upon the Housing Project or any part thereof receives a notice from City of a default by Developer in completion of construction of any of the development

under this Agreement, and such holder has not exercised the option to perform the development or cause the development to be performed as set forth in Section 414, or if it has exercised the option but has defaulted hereunder and failed to timely cure such default, City may purchase the mortgage or deed of trust by payment to the holder of the amount of the unpaid construction loan mortgage or deed of trust debt, including principal and interest and all other sums secured by the mortgage or deed of trust upon terms agreed upon by the City and the holder.

411. **Subordination of Affordability Covenants.** The City hereby finds that an economically feasible method of financing for the construction and operation of the Housing Project, without the subordination of the affordable housing covenants as may be set forth in this Agreement and City Regulatory Agreement, is not reasonably available. The City shall make the affordable housing covenants set forth in this Agreement and the City Regulatory Agreement junior and subordinate to the deeds of trust and other documents required in connection with the construction and permanent financing for the Housing Project permitted pursuant to this Agreement. Any subordination agreement entered into by the City shall contain written commitments which the City finds are reasonably designed to protect City's investment in the event of default, such as any of the following: (a) a right of City to cure a default on the senior loan prior to foreclosure, (b) a right of City to negotiate with one or more of the lenders who have a security interest in the Site and/or the Housing Project, including both senior lenders and other lenders who may be on parity with the City with respect to the Residual Receipts of the Housing Project after notice of default from such lender and prior to foreclosure to protect the security interest of the City under any of the City Financial Assistance Documents, including without limitation the City Regulatory Agreement, (c) an agreement that if prior to foreclosure of the loan, City takes title to the Site and cures the default on the senior loan, such lender will not exercise any right it may have to accelerate its senior loan by reason of the transfer of title to City, and (d) a right of City to exercise any of its creditor rights or remedies under the City Financial Assistance Documents including the acquisition of the Housing Project from the Developer at any time after a material default on a senior loan.

412. [Reserved.]

413. Housing Project Construction Budget.

(a) As of the Effective Date, the Developer has included a preliminary Project Construction Budget as part of the Developer's Project Development Pro Forma. The preliminary Project Construction Budget has been prepared by the Developer based upon the development project application for the Housing Project as approved by the City and the Developer represents and warrants to the City that as of the Effective Date, the preliminary Housing Project Construction Budget contains an accurate estimate of the actual and reasonable costs necessary to design, construct, improve, furnish and finance the Project, based upon development assumptions which the Developer believes to be reasonable.

(b) Both the LACDC Funds and the State TCAC application materials for the Housing Project to prepared and submitted by the Developer to LACDC and to State TCAC, as applicable, includes development costs assumptions and estimates for the Housing Project which are based upon the preliminary Project Construction Budget.

(c) Upon the Effective Date, the Developer hereby agrees to diligently prepare applications for issuance of development project permits to the City for improvement of the Housing Project based upon the development project application as approved by the City. The plans and specifications prepared by the Developer in connection with such applications for issuance of development project permits shall provide the Developer and the City with the basis to confirm, update and further refine the preliminary Project Construction Budget for purposes of obtaining the construction loan from the construction lender.

(d) Concurrently with the Developer's submission of the construction loan documents to the City for its review and approval under Section 413, the City shall confirm that the final form of the Project Construction Budget as accepted and approved by the Construction Lender is reasonably consistent with the preliminary Project Construction Budget and the Housing Development Pro Forma for the Housing Project.

**414. State TCAC Application for Affordable Rental Tax Credit Allocation to the Project.** The Developer hereby agrees to exercise its best effort to cause State TCAC to consider and approve an application for a reservation of affordable rental tax credits for the Housing Project in accordance with the application as guidelines of State TCAC. The Developer hereby agrees to provide the City with copies of all correspondence and written communications by and between State TCAC staff and the Developer with respect to the processing, review and approval by State TCAC of the affordable rental tax credit reservation for the Housing Project. The City hereby agrees upon the written request of the Developer to assist and reasonably cooperate with the Developer in the submission of such an application to State TCAC. As used in the preceding sentence, the words "assist and reasonably cooperate" mean that the City: (i) shall not be required to take any action beyond its capabilities as the expertise or availability of its staff to perform their other duties; (ii) all out-of-pocket expenses of the City to so assist or cooperate shall be done solely by the Developer; and (iii) the City shall not be deemed to have guaranteed or be liable for any result of such endeavor of the Developer.

415. Review of Project Operating Cost Budget.

(a) As part of the ongoing consultations between the Developer and the City as provided in Section 313 of this Agreement, the Developer hereby agrees to provide the City with all relevant information with respect to the finalization of the terms on which the Tax Credit Limited Partnership Agreement shall be executed by the Investor Limited Partners and the finalization of such terms as the following for purposes of completing the final form of the City Financial Assistance Documents:

- (1) "operating expenses" of the Housing Project;
- (2) actual debt service schedules as projected for all of the "senior debt" as may be secured under the "senior lender documents" for the Housing Project;
- (3) the starting balance of the operating reserve fund and the estimated amounts to be deposited each year to the operating reserve fund for the Housing Project by the Developer;
- (4) the starting balance of the replacement reserve and the estimated amounts to be deposited each year for the replacement reserve fund by the Housing Project;
- (5) the estimated amount of any general partner loans to the Housing Project and the repayment schedule of such general partner loans;
- (6) estimated amounts of the deferred Developer fee for the Housing Project, and the payment schedule for such deferred Developer fee;
- (7) other accounting items which effect the calculation of the amount of Residual Rental Receipts of the Housing Project which may be available during the Housing Project compliance period, each Housing Project Accounting Year for the repayment of the City Financial Assistance.

416. Developer's Housing Project Development Pro Forma.

(a) As of the Effective Date, the Developer has prepared and presented the City with a Housing Project Development Pro Forma for the Housing Project. The Developer's Housing Development Pro Forma for the Housing Project is on file with the City. The parties understand that the Housing Development Pro Forma for the Housing Project will need to be revised from time to time thereafter as elements of the pro forma change. Developer shall submit to the City such updated Housing Development Pro Forms for the Housing Project for its reasonable approval. Notwithstanding the foregoing, as long as any updated pro forma (i) does not seek an increase of the amount of the City's Financial Assistance to the Housing Project, or (ii) materially reduce the scope or amenities of the Housing Project as set forth in the Housing Development Pro Forma, no City approval of such updated Housing Development Pro Forms for the Housing Project shall be required. Upon the completion of the improvement of the Housing Project, the Developer shall provide an accounting to the City for the actual cost incurred by the Developer in connection with the acquisition and construction of the Housing Project as set forth in Section 423.

(b) At all times following the Effective Date, the Developer shall keep and maintain and make available for review and inspection by the City and its auditors accounting books and records for Housing Project acquisition and development costs incurred in connection with the Project in accordance with generally accepted principles of business accounting. The City and its accountants and auditors shall have the right upon reasonable prior notice to conduct inspections and reviews of the accounting books and records of the Developer relating to the Housing Project, at the business offices of the Developer. The Developer shall cooperate with the City in the production of its accounting books and records for the Housing Project, as reasonably required by the City and its auditors to conduct an audit or review of actual Housing Project acquisition and development costs at any time during the course of improvement of the Housing Project.

(c) In the event that following the Effective Date either the Developer or the City proposes a substantial modification to the Development Project Application for the Housing Project as approved by the City, the parties acknowledge that the mutual approval of any such proposed modification of the Development Project Application insofar as the Housing Project is concerned could also have a material effect on the Housing Development Pro Forma and could also have a material affect on the City's underwriting assumptions which support the City Financing Assistance as reasonable and necessary to assist and maintain the affordable rent levels and development of the Housing Project.

#### 417. Project Audit and Accounting.

(a) The Developer shall provide the City with annual financing statements of its operations with respect its ownership and operation of the Housing Project, promptly following the end of each Housing Project Accounting Year, but in any event no later than one hundred twenty (120) days after the conclusion of each Housing Project Accounting Year, beginning the year after the completion of construction of the Housing Project, and through the end of the regulatory period under the City Regulatory Agreement. Upon reasonable notice and advance request by the City, shall make available for inspection at the office of the City all updated financial information of the Developer for the confidential inspection by either a financial consultant to the City or a certified public accountant retained by the City to review such information. Such financial information shall be made available on a confidential basis. No financial information of the Developer shall be disclosed by the City or its consultants to third persons, other than such consultants of the City shall be permitted to comment to the City that the financial condition of the Developer has remained the same, improved or deteriorated from that as shown in previously reviewed by the Developer financial information. The City shall use all reasonable efforts to protect the confidentiality of the Developer's financial information, subject to disclosures required by applicable law.

(b) The City shall have the right at reasonable times to conduct its independent audit of the financial statements, or any component thereof, of the Developer as to those matters set forth in Section 423 above at its sole cost and expense. Each party shall reasonably cooperate with the other party during the conduct of any such audit. Notwithstanding the foregoing, the City shall have no right to inspect particular portions of books and/or records for the Developer which the Developer reasonably asserts a claim of attorney/client communications or other attorney work product.

418. **Certificate of Estoppel.** No later than thirty (30) days after the request of Developer or any holder of a mortgage deed of trust, City shall, from time to time and upon the request of Developer or such holder, execute and deliver to Developer or such holder a written statement of City that no default or breach exists (or would exist with the passage of time, or giving of notice or both) by Developer under this Agreement, if such be the determination of the City, and certifying as to whether or not Developer has at the date of such certification complied with any obligation of Developer hereunder as to which holder may require. The form of any estoppel letter shall be prepared by the holder or Developer and shall be at no cost to City. City Administrator shall have the authority to execute any estoppel letter requested hereunder.

## 500. OPERATION OF HOUSING

501. **Number of Affordable Units.** Developer agrees to make available, restrict occupancy to, and rent all forty-nine (49) (each an “Affordable Unit”) of the Housing Units at the Housing Project at an affordable rent to low income families and individuals earning between 30%-60% of the Area Median Income. Up to two (2) of the Housing Units may be designated as HOME Fund dwelling units, provided however that HOME Funds are made available to the Developer by the City One (1) of the Housing Units shall be occupied by the property management staff, with no restrictions on rent or income

502. **Duration of Affordability Requirements.** The Housing Units shall be subject to the requirements of this Article 500 for fifty-five (55) years from the date of the City’s issuance of a certificate of occupancy for the Housing Project. The duration of this requirement shall be known as the “Affordability Period.”

503. **Selection of Tenants; Restriction to Veterans.** Developer shall be responsible for the selection of tenants for the Housing Units in compliance with lawful and reasonable criteria. Developer shall prepare and obtain City’s approval, which approval shall not be unreasonably withheld, of a program for marketing the Housing Units and the selection of tenants for the Housing Units (the “Marketing and Tenant Selection Program”). Developer’s Marketing and Tenant Selection Program shall be aimed at Veterans, and shall include the placement of marketing materials in print and electronic publications oriented to Veteran readers and viewers. To the extent practicable and as permitted by applicable law and Housing Project financing requirements, Developer’s Marketing and Tenant Selection Program shall provide a reasonable preference in its tenant selection process to persons who reside and work in the City; however, such preference shall be secondary to the preference for Veterans and their families. The leasing of the Housing Units shall be marketed and tenants shall be selected in accordance with the approved Marketing and Tenant Selection Program, as the same may be amended from time to time with City’s prior written approval, which approval shall not unreasonably be withheld. To the extent permitted under applicable law, Developer shall restrict occupancy of [redacted] ( [redacted] ) Housing Units (the “Veteran Units”) to households which include one or more Homeless Veterans. The remaining [redacted] units (the “Veteran Preference Units”) shall have a preference for Veterans and their families. In the event that any Housing Unit has been vacant for more than thirty (30) days, and prior to that time Developer has not received a referral from CES for a Veteran Unit, or a rental application from a Veteran household which is a Very Low Income Household or Lower Income Household and meets Developer’s tenant selection standards for a Veteran Preference Unit, then Developer may rent the vacant unit (and other units

which subsequently become available) to a Very Low Income Household or Lower Income Household which does not include a Veteran, and the next available unit shall be a Veteran Unity or a Veteran Preference Unit, as applicable.

**504. Household Income Requirements.** Following the initial lease-up of the Housing Units, and annually thereafter, the Developer shall submit to City, at Developer's expense, a summary of the income, household size and rent payable by each of the tenants of the Housing Units. At the City's request, the Developer shall also provide to the City completed income computation and certification forms, in a form reasonably acceptable to the City, for any such tenant or tenants. Developer shall obtain a certification from each household leasing an Affordable Unit demonstrating that such household is a Very Low Income Household or Lower Income Household, as applicable, and meets the eligibility requirements established for the Housing Unit. Developer shall verify the income certification of the household.

**505. Affordable Rent.** The maximum Monthly Rent chargeable for the Affordable Units shall be annually determined in accordance with the following requirements. The Monthly Rent for the Affordable Units to be rented to Very Low Income Households shall not exceed one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of Los Angeles County Median Income for a family of a size appropriate to the unit. The Monthly Rent for the Affordable Units to be rented to Lower Income Households shall not exceed one-twelfth (1/12) of thirty percent (30%) of sixty percent (60%) of Los Angeles County Median Income for a family of a size appropriate to the unit. The Monthly Rent for the Affordable Units to be rented to Low-or-Moderate Income Households shall not exceed one-twelfth (1/12) of thirty percent (30%) of one hundred ten percent (110%) of Los Angeles County Median Income for a family of a size appropriate to the unit.

Notwithstanding any other provisions of this Agreement, if Developer enters into a regulatory agreement as a requirement of receiving Low Income Housing Tax Credits, compliance with the rent requirements of such regulatory agreement shall constitute compliance with the rent requirements of this Agreement.

For purposes of this Agreement, "Monthly Rent" means the total of monthly payments for (a) use and occupancy of each Affordable Unit and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by the Developer which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Developer. In the event that all utility charges are paid by the landlord rather than the tenant, no utility allowance shall be deducted from the rent.

**506. Maintenance.** The Developer shall maintain or cause to be maintained the interior and exterior of the Housing Units and the Housing Project in a decent, safe and sanitary manner, and in accordance with the standard of maintenance of first class apartment units within Los Angeles County, California. None of the Housing Units in the Housing Project shall at any time be utilized on a transient basis, nor shall the Housing Project or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home.

**507. Social Services.** At all times during the Affordability Period, Developer shall provide activities and programs appropriate to the needs of the residents of the Housing Project, with the selection of such activities and programs to be determined by Developer in collaboration with the residents of the Housing Project. If the provider of such activities and programs is someone other than Developer, the identity of the provider shall be reasonably approved by City.

If Developer proposes changing the identity of the provider at any time, Developer shall notify the City in writing of the identity of the proposed new provider, together with references and a description of the provider's past experience in providing activities and programs to similar housing and residents, and City shall reasonably approve such provider. The approved provider shall annually submit a plan of activities and programs for City's review and reasonable approval, and shall also annually submit to the City a report of the prior year's activities and programs, describing the number and type of activities and programs and the number of residents served by such activities and programs.

**508. Non-Discrimination Covenants.** Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

Developer shall refrain from restricting the rental, sale or lease of the Site on the basis of race, color, religion, sex, marital status, disability, source of income, sexual orientation, familial status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

**In deeds:** "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those basis are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

**In leases:** "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

**In contracts:** "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of

the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of this Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

The covenants established in this Section 508 shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City and its successors and assigns, and shall remain in effect in perpetuity.

**509. Monitoring and Recordkeeping.** Throughout the Affordability Period, Developer shall annually complete and submit to City a certification of continuing program compliance in the form provided by the City. Representatives of the City shall be entitled to enter the Housing Project, upon at least forty-eight (48) hours notice, to monitor compliance with this Agreement, to inspect the records of the Housing Project, and to conduct an independent audit or inspection of such records. The Developer agrees to cooperate with the City in making the Housing Project available for such inspection or audit. Developer agrees to maintain records in businesslike manner, and to maintain such records for the term of this Agreement.

## **600. DEFAULT AND REMEDIES**

**601. Events of Default.** An “Event of Default” shall occur under this Agreement when there shall be a material breach of any condition, covenant, warranty, promise or representation contained in this Agreement and such breach shall continue for a period of thirty (30) days after written notice thereof to the defaulting party without the defaulting party curing such breach, or if such breach cannot reasonably be cured within such thirty (30) day period, commencing the cure of such breach within such thirty (30) day period and thereafter diligently proceeding to cure such breach as soon as reasonably possible, but in no event later than ninety days from the date of the original written notice. However, if a different period or notice requirement is specified for any particular breach under any other paragraph of this Agreement, the specific provision shall control.

**602. Remedies.** The occurrence of any Event of Default shall give the non-defaulting party the right to proceed with any and all remedies set forth in this Agreement and/or the documents executed pursuant to this Agreement, including an action for damages, an action or proceeding at law or in equity to require the defaulting party to perform its obligations and covenants under this Agreement and/or the documents executed pursuant to this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Agreement and/or the documents executed pursuant to this Agreement, and the right to terminate this Agreement. In addition, the occurrence of any Event of Default by Developer will relieve the City of any obligation to perform hereunder.

**603. Force Majeure.**

(a) In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default, or considered to be a default, where delays or defaults are due to force majeure events beyond the control of such party, including, without limitation, war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, government imposed moratorium legislation, freight embargoes, lack of transportation, weather-caused delays, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplier, that are not attributable to the fault of the party claiming an extension of time, that suspends the comment of construction of the Housing Project, or, if after such construction is commenced, suspends the prosecution of the work of improvement of the Housing Project. An

extension of time for any such force majeure cause shall be for the period of the enforced delay and shall commence to run from the date of occurrence of the delay; provided, however, that the party claiming the existence of the delay first provides the other party with written notice of the occurrence of the delay, within ten (10) days of the commencement of such occurrence of a force majeure event and, thereafter, takes prompt and reasonable action within its control to restore, reconstruct, or rebuild any damage to the Housing Project caused by such force majeure event and resume regular business operation.

(b) The inability of the Developer to obtain the construction loan or later the permanent loan, or the failure of the City to provide any necessary approval relating to the development of the Housing Project or the inability of the Developer to satisfy any other condition of this Agreement relating to the design, financing or development of the Housing Project on the Site, shall not be deemed to be a force majeure event or otherwise provide grounds for the assertion of the existence of a forced delay under this Section 603. The parties each expressly acknowledge and agree that changes in either general economic conditions or changes in the economic assumptions of either of them that provided a basis for entering into this Agreement occurring at any time after the execution of this Agreement, are not force majeure events and do not provide either party with grounds for asserting the existence of a forced delay in the performance of any covenant or undertaking arising under this Agreement. Each party expressly assumes the risk that changes in general economic conditions or changes in their economic assumptions could impose an inconvenience or hardship on the continued performance by such party under this Agreement and that such inconvenience or hardship is not a force majeure event and does not excuse the performance by such party of its obligations under this Agreement.

**604. Termination by City.** In the event that City is not in Default under this Agreement, and:

(a) Developer is otherwise in default of this Agreement and fails to cure such default within the time set forth in Section 601 hereof; then this Agreement and any rights of Developer or any assignee or transferee with respect to or arising out of this Agreement shall, at the option of City, be terminated by City by written notice thereof to Developer. From the date of the written notice of termination of this Agreement by City to Developer and thereafter this Agreement shall be deemed terminated, and there shall be no further rights or obligations between the parties, except that if the Developer is in default hereunder the City, after delivery of notice and expiration of the cure period provided in Section 601 hereof, may pursue any remedies it has at law or equity.

**605. Termination by the Developer.** In the event that the Developer is not in Default under this Agreement and

(a) Developer has not received all financing necessary for the construction of then Housing Project; and any such failure is not cured within the applicable time period after written demand by the Developer, then this Agreement may, at the option of the Developer, be terminated by Notice thereof to City. From the date of the Notice of termination of this Agreement to City and thereafter, this Agreement shall be deemed terminated and there shall be no further rights or obligations between the parties, except that if the City is in default hereunder the Developer, after delivery of notice and expiration of the cure period provided in Section 601 hereof, may pursue any remedies it has at law or equity.

**606. Attorneys' Fees.** In addition to any other remedies provided hereunder or available pursuant to law, if either party brings an action or proceeding to enforce, protect or establish any right or remedy hereunder or under any of the documents executed pursuant to this Agreement, the prevailing party shall be entitled to recover from the other party its costs of suit, including without limitation expert witness fees, and reasonable attorneys' fees.

607. **Remedies Cumulative.** No right, power, or remedy given to the City by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the City by the terms of any such instrument, or by any statute or otherwise against Developer and any other person.

608. **Waiver of Terms and Conditions.** The City may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

## 700. GENERAL PROVISIONS

701. **Time.** Time is of the essence in this Agreement.

702. **Notices.** Any approval, disapproval, demand, document or other notice (“Notice”) which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable business document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) by email and confirmed within five (5) days following the date of such email by United States First Class Mail, postage prepaid, return receipt requested or (iv) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, with each such Notice addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice:

Developer:                   Mercy Housing California  
1500 S. Grand Avenue, Suite 100  
Los Angeles, California 90015  
Attention: Ed Holder, Vice President  
Email: eholder@mercyhousing.org

City:                           City of Placentia  
401 East Chapman  
Placentia, California 92870  
Attention: Damien R. Arrula, City Administrator  
Email: darrula@placentia.org

Such addresses may be changed by giving prior written notice to the other party in the same manner as provided above.

703. **Representations and Warranties of Developer.** Developer hereby represents and warrants to the City as follows:

(a) **Organization.** Developer is a nonprofit public benefit corporation validly existing and in good standing under the laws of the State of California and has the power and City to own its property and carry on its business as now being conducted.

(b) **City of Developer.** Developer has full power and City to execute and deliver this Agreement, to execute and deliver the Grant Deed, City Regulatory Agreement and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) **No Conflict.** The Developer's execution, delivery and performance of its obligations set forth in this Agreement will not constitute a default or a breach under any contract, agreement or order to which the Developer is a party or by which it is bound.

(d) **Pending Proceedings.** Developer is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Developer, threatened against or affecting Developer or the Housing Project, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Developer, materially affect Developer's ability to perform its obligations hereunder.

704. **City Representations.** The City represents and warrants to the Developer as follows:

(a) **City.** The City is a public body, corporate and politic, which has been authorized to transact business pursuant to action of the City. The City has full right, power and lawful City to acquire and convey the Site as provided herein, and the execution, performance and delivery of this Agreement by the City has been fully authorized by all requisite actions on the part of the City.

(b) **FIRPTA.** The City is not a "foreign person" within the parameters of FIRPTA or any similar state statute, or is exempt from the provisions of FIRPTA or any similar state statute, or the City has complied and will comply with all the requirements under FIRPTA or any similar state statute.

(c) **No Conflict.** The City's execution, delivery and performance of its obligations set forth in this Agreement will not constitute a default or a breach under any contract, agreement or order to which the City is a party or by which it is bound.

(d) **No Litigation.** To the City's Actual Knowledge, there is no threatened or pending litigation against the City challenging the validity of this Agreement or any of the actions proposed to be undertaken by the City or Developer pursuant to this Agreement. "Actual knowledge," as used herein, shall not impose a duty of investigation, and shall be limited to the actual knowledge of the City's employees and agents who have participated in the preparation of this Agreement.

705. **Limitation Upon Change in Ownership, Management and Control of the Developer**

(a) **Prohibition.** The identity and qualifications of Developer as an experienced and successful redeveloper and operator of rental housing developments are of particular concern to the City. It is because of this identity and these qualifications that the City has entered into this Agreement with the Developer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement by assignment or otherwise, nor shall Developer make any total or partial sale, transfer, conveyance, encumbrance to secure financing, assignment or lease of the whole or any part of the Housing Project without the prior written approval of the City pursuant to Subparagraph (c) hereof, except as expressly set forth herein, which approval shall not be unreasonably withheld.

(b) **Permitted Transfers.** Notwithstanding any other provision of this Agreement to the contrary and provided that the Developer is not then in material default, City approval of an assignment or transfer of this Agreement, the City Financing Documents, the City Regulatory Agreement, or conveyance of the Housing Project or any part thereof pursuant to subparagraph (c) of this Section 705, shall not be required (except to the extent of an assumption

agreement described in (iii), below) in connection with any of the following (the “Permitted Transfers”):

(i) Subject to the restrictions of Article 500 of this Agreement and the City Regulatory Agreement, the lease of Housing Units to qualified tenants.

(ii) Assignment for financing purposes.

(iii) Transfer of this Agreement and/or the Housing Project to an entity in which Developer owns not less than fifty percent (50%) of the beneficial interest in the Housing Project, and is under the management and control of the Developer, and the transferee entity executes an agreement reasonably acceptable to the City assuming all of the obligations under this Agreement.

(iv) Transfer of this Agreement and the Housing Project to a limited partnership in which Mercy Housing California or an affiliated entity is a general partner, with tax credit investors owning the remainder of the limited partnership.

(v) Transfer of partnership interests in the Developer’s limited partnership to the nonprofit general partner at the end of the fifteen year Low Income Housing Tax Credits initial compliance period.

In the event of a Permitted Transfer by Developer, Developer nevertheless agrees that at least thirty (30) days prior to such a Permitted Transfer it shall give written notice to City of such assignment or transfer.

(c) **City Consideration of Requested Transfer.** The City agrees that it will not unreasonably withhold approval of a request made pursuant to this Section 705, provided (a) the Developer is not then in material default and delivers written notice to the City requesting such approval, and (b) the proposed assignee or transferee possesses comparable operational experience and capability, and comparable net worth and resources, as the proposed transferor or assignor, and (c) the assignee or transferee assumes the obligations of the Developer under this Agreement in a form which is reasonably acceptable to the City. Such notice shall be accompanied by evidence regarding the proposed assignee’s or purchaser’s qualifications and experience and its financial commitments and resources sufficient to enable the City to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 705(c) and other criteria as reasonably determined by the City. The City shall approve or disapprove the request within thirty (30) days of its receipt of the Developer’s notice and all information and materials required herein.

(d) **City Assignment.** The City may assign its rights and obligations under this Agreement to the City of Placentia, subject to the prior reasonable approval of the Developer to such assignment by the City.

(e) **Successors and Assigns.** This Agreement shall run with the land, and all of the terms, covenants and conditions of this Agreement shall be binding upon the Developer and the permitted successors and assigns of the Developer. Whenever the term “Developer” is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

**706. Non-Liability of Officials and Employees of City.** No member, official or employee of City or the City shall be personally liable to Developer or any successor in interest, in the event of any Default or breach by City or for any amount which may become due to Developer or its successors, or on any obligations under the terms of this Agreement.

707. **Relationship By and Between City and Developer.** It is hereby acknowledged that the relationship between City and Developer is not that of a partnership or joint venture and that City and Developer shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the Attachments hereto, City shall have no rights, powers, duties or obligations with respect to the development, operation, maintenance or management of the Housing Project.

708. **City Approvals and Actions.** The City shall implement this Agreement through the City Administrator (or his duly authorized representative). The City Administrator shall have the authority make approvals, issue interpretations, waive provisions, make and execute further agreements and/or enter into amendments of this Agreement on behalf of the City so long as such actions do not materially or substantially change the uses or development permitted on the Site, or materially or substantially add to the costs incurred or to be incurred by the City as specified herein, and such interpretations, waivers and/or amendments may include extensions of time to perform as specified in the Schedule of Performance. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council. Developer acknowledges and agrees that the City is not obligated to grant any or all of such approvals and the granting of any such approvals with respect to the Housing Project is subject to the approval process and procedures established by the City, but that the City is merely agreeing to promptly and expeditiously process for approval entitlements and permits. Moreover, nothing herein shall be construed as a waiver of the City's right to defend, to the fullest extent of the law, its use of discretionary authority and executive powers.

709. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

710. **Integration.** This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. This Agreement includes Attachment Nos. 1 through 9, which together with the Agreement constitute the entire understanding and agreement of the parties, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

711. **Titles and Captions.** Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. Reference to section numbers are to sections in this Agreement, unless expressly stated otherwise.

712. **Interpretation.** As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly by both parties.

713. **No Waiver.** A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

714. **Modifications.** Any alteration, change or modification of or to this Agreement,

in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

715. **Severability.** If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

716. **Computation of Time.** The time in which any act is to be done under this Agreement is computed by excluding the first day and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

717. **Legal Advice.** Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

718. **Time of Essence.** Time is expressly made of the essence with respect to the performance by City and Developer of each and every obligation and condition of this Agreement.

719. **Cooperation.** Each party agrees to cooperate with the other in this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

720. **Conflicts of Interest.** No member, official or employee of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

721. **Covenants Running with the Land.** Except as otherwise more specifically provided in this Agreement, this Agreement and all of its provisions, rights, powers, standards, terms, covenants and obligations, shall be binding upon the Parties and their respective successors (by merger, consolidation, or otherwise) and assigns, and all other persons or entities acquiring the Property, or any interest therein or portion thereof, and shall inure to the benefit of the Parties and their respective successors and assigns, as provided in Government Code section 65868.5.

722. **Recordation of Agreement.** Pursuant to California Government Code Section 65868.5, no later than ten (10) days after the Effective Date of this Agreement, the City Clerk shall record an executed copy of this Agreement in the Official Records of the County of Orange. Thereafter, if this Agreement is terminated, modified or amended, the City Clerk shall record notice of such action in the Official Records of the County of Orange.

723. **California Law; Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. The exclusive venue for any disputes or legal actions shall be the Superior Court of California in and for the County of Orange, except for actions that include claims in which the Federal District Court for the Northern District of the State of California has original jurisdiction, in which case the Central District of the State of California shall be the proper venue.

724. **No Third Party Beneficiaries.** City and Developer hereby renounce the existence of any third party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third party beneficiary status.

725. **Signatures.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Developer and City and that all necessary board of directors', shareholders', partners', city councils' or other approvals have been obtained.

726. **Further Actions and Instruments.** Each Party to this Agreement shall cooperate with and provide reasonable assistance to the other Party and take all actions necessary to ensure that the Parties receive the benefits of this Agreement, subject to satisfaction of the conditions of this Development Agreement. Upon the request of any Party, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, 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.

727. **List of Attachments.** The following is an identification of the various attachments to this Agreement. Each attachment is hereby incorporated into the text of this Agreement by this reference:

- |                  |   |
|------------------|---|
| Attachment No. 1 | Legal Description of the Site                         |
| Attachment No. 2 | Site Map  |
| Attachment No. 3 | Schedule of Performance                               |
| Attachment No. 4 | Scope of Development                                  |
| Attachment No. 5 | Certificate of Completion                             |
| Attachment No. 6 | Development Fees                                      |
| Attachment No. 7 | Development Project Mitigation Fee Loan Note          |
| Attachment No. 8 | Development Project Mitigation Fee Loan Deed of Trust |
| Attachment No. 9 | Public Improvements                                   |

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as evidenced by the signatures of the authorized members or officers of each of them which appear below.

**DEVELOPER**

**MERCY HOUSING CALIFORNIA, a**  
California nonprofit public benefit

corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_

Ed Holder  
Vice President

**CITY**

**CITY OF PLACENTIA**, a California charter city and municipal corporation

Date: \_\_\_\_\_

By: \_\_\_\_\_

Damien R. Arrula  
City Administrator

APPROVED AS TO FORM:

EFFECTIVE DATE IS:

By: \_\_\_\_\_

Christian L. Bettenhausen  
CITY ATTORNEY

Date: \_\_\_\_\_

**ATTACHMENT NO. 1**  
**LEGAL DESCRIPTION OF THE SITE**

**“SITE 1”**

**“SITE 2”**

**ATTACHMENT NO. 2**

**SITE MAP**

**ATTACHMENT NO. 3**

RECORDING REQUESTED BY: )  
AND WHEN RECORDED MAIL TO: )  
 )  
 )  
\_\_\_\_\_)  
\_\_\_\_\_)  
\_\_\_\_\_)

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

**CERTIFICATE OF COMPLETION**

**THIS CERTIFICATE OF COMPLETION** (the "Certificate") is hereby made as of \_\_\_\_\_, 201\_, by the **CITY OF PLACENTIA**, a California charter city and municipal corporation (the "City"), in favor of \_\_\_\_\_ (the "Developer").

***RECITALS***

A. The City and the Developer have entered into an Disposition and Development Agreement dated as of \_\_\_\_\_ (the "Agreement"), which Agreement provides for the development of a Housing Project on certain real property situated in the City of Placentia, California, and more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference (the "Development of the Housing Project"). As required in the Agreement, the City shall furnish the Developer with a Certificate of Completion upon completion of the Development of the Housing Project, which Certificate shall be in such form as to permit it to be recorded in the Orange County Recorder's Office.

B. The City has conclusively determined that the Development of the Housing Project required by the Agreement to be made to the Housing Project has been satisfactorily completed.

**NOW, THEREFORE**, the City hereto certifies as follows:

1. As provided in the Agreement, the City does hereby certify that the Development of the Housing Project has been fully and satisfactorily performed and completed in accordance with the Agreement.

2. After the recordation of this Certificate, any person or entity then owning or thereafter purchasing, or otherwise acquiring any interest in the Housing Project will not (because of such ownership, purchase, or acquisition) incur any obligation or liability under the Agreement, except that such party shall be bound by any and all of the covenants, conditions, and restrictions which survive such recordation.

3. This Certificate is not a notice of completion as referred to in Section 3093 of the California Civil Code.

4. The recitals above are incorporated in full as part of the substantive text of this Release.

**IN WITNESS WHEREOF**, the City has executed this Certificate as of the date set forth above.

**CITY OF PLACENTIA**, a California charter city and municipal corporation

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

**ATTEST:**

\_\_\_\_\_  
City Secretary

**APPROVED FOR RECORDING:**

\_\_\_\_\_  
\_\_\_\_\_

**Exhibit "A" to Certificate of Completion**  
**LEGAL DESCRIPTION OF PROPERTY**

**ATTACHMENT NO. 4**

**SCHEDULE OF PERFORMANCE**

Developer applies for Community Development Commission of the County of Los Angeles NOFA 21	On or before the LACDC deadline therefor, October 21, 2015
Developer submits Development Plans to City	Within 60 days after receipt of an award of NOFA 21 funds from LACDC.
If Developer is successful in obtaining LACDC Funds from October 2015 application, Developer submits application for allocation of 9% Low Income Housing Tax Credits	On or before the deadlines for the first and second application rounds, anticipated to be on or before March 6, 2016 (1 <sup>st</sup> Round) and June 29, 2016 (2 <sup>nd</sup> round)
City Planning Commission considers development project application approvals	As promptly as feasible following complete submission by Developer
Developer submits construction documents to City for plan check	Within 100 days after receipt of allocation of 9% Low Income Housing Tax Credits
Developer receives construction permits from City	Within 180 days after receipt of allocation of 9% Low Income Housing Tax Credits
Escrow (Developer – City) is opened	Within 150 days after receipt of allocation of 9% Low Income Housing Tax Credits
Closing for Developer acquisition of Site from City	Within 180 days after receipt of allocation of 9% Low Income Housing Tax Credits, but not later than December 31, 2017
Developer commences construction of Housing Project	Within 60 days after Closing
Developer submits leasing and marketing plan to the City	As promptly as feasible following closing
Developer completes construction of Housing Project	Within 600 days after commencement of construction
Developer commences leasing of Housing Units	Within 30 days after completion of construction and issuance of Certificate of Occupancy
Developer completes leasing of Housing Units	Within 120 days after completion of construction and issuance of Certificate of Occupancy



**ATTACHMENT NO. 6**  
**“DEVELOPMENT FEES”**

**ATTACHMENT NO. 7**  
**PROMISSORY NOTE**  
**(Development Project Mitigation Fee Loan)**

[Not to Exceed]

\$450,000

\_\_\_\_\_, 201\_

Placentia, California

**FOR VALUE RECEIVED,** \_\_\_\_\_ (the "Borrower"), promises to pay to the **PLACENTIA HOUSING CITY**, a public body, corporate and politic (the "City"), or order, at the City's office at 401 E. Chapman, Placentia, California 92870, or such other place as the City may designate in writing, the sum [not to exceed] of Three Hundred Fifty Thousand Dollars (\$450,000) (the "Note Amount"), in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

**1. Agreement.** This Promissory Note (the "Note") is given in accordance with that certain Disposition and Development Agreement executed by the City and Borrower, dated as of \_\_\_\_\_ (the "Agreement"). The rights and obligations of the Borrower and the City under this Note shall be governed by the Agreement and by the additional terms set forth in this Note. In the event of any inconsistencies between the terms of this Note and the terms of the Agreement or any other document related to the Note Amount, the terms of this Note shall prevail.

**2. Interest.** The Note Amount shall bear simple interest at a rate of two percent (2%).

**3. Repayment of Note Amount.** The Note Amount shall be paid by the Borrower's annual payment to the City of an amount equal to Fifty Percent (50%) of the Residual Receipts (as defined below) from operation of the Housing Project (as defined in the Agreement), as determined by a residual receipts calculation from the operation of the Housing Project the preceding calendar year. Annual Residual Receipts payments shall be made by the Borrower by cashier's check and shall be delivered on or before ninety (90) days after the end of the Developer's fiscal year, of each year during the term of this Note first following the date the Housing Project is placed in service, until the Note Amount and all unpaid interest thereon has been repaid in full. The City shall allocate Borrower's Annual Residual Receipts payments first to the Development Project Loan Note, and then upon repayment in full of the Development Project Loan Note to this Development Project Mitigation Fee Loan Note (as those terms are defined in the Agreement). Notwithstanding the foregoing, Borrower shall not be required to make payments in excess of fifty percent (50%) of Residual Receipts for the combined repayment of such notes. Any remaining portion of the Note Amount shall be due and payable on the fifty-fifth (55<sup>th</sup>) anniversary of the date of this Note. Notwithstanding the foregoing, the full Note Amount may be accelerated as set forth in Section 12 hereof.

As used herein, "Annual Project Revenue" shall mean all gross income and all revenues of any kind from the Housing Project in a calendar year, including without limitation, Housing Project rents, Section 8 housing assistance payments, if any, late charges, vending machine income, and any other revenues of whatever kind or nature from the Housing Project, except that interest on security deposits and required reserves shall not be considered Annual Project Revenue.

As used herein, "Debt Service" means regularly scheduled payments of principal and interest made in a calendar year pursuant to the financing approved pursuant to the Agreement

which is obtained for the acquisition and ownership of the Housing Project, which is senior in lien priority to the City Loan, including without limitation general partner loans, but excluding payments made pursuant to this Note.

As used herein, “Deferred Developer Fees” shall mean any deferred developer fee allowable under the financing for the Housing Project.

As used herein, “Operating Expenses” shall mean actual, reasonable and customary (for comparable high quality rental housing developments in Los Angeles County) costs, fees and expenses directly incurred, paid, and attributable to the operation, maintenance and management of the Housing Project in a calendar year, including: painting, cleaning, repairs, alterations, landscaping, utilities, refuse removal, certificates, permits and licenses, sewer charges, real and personal property taxes, assessments, insurance, security, advertising and promotion, janitorial services, cleaning and building supplies, purchase, repair, servicing and installation of appliances, equipment, fixtures and furnishings which are not paid from the Capital Replacement Reserve, fees and expenses of property management, costs of resident services and programs, fees and expenses of accountants, attorneys and other professionals, and other actual, reasonable and customary operating costs and capital costs which are directly incurred and paid by the Borrower, but which are not paid from the Operating Reserve or other reserve accounts. The Operating Expenses shall not in any event include expenses not related to the Housing Project’s operations, including without limitation, depreciation, amortization, and accrued principal and interest expense on deferred payment debt.

As used herein, “Reserve Deposits” shall mean and payments to the Capital Replacement Reserve account and the Operating Reserve account.

As used herein, “Residual Receipts” shall mean Annual Project Revenue less the sum of (i) Operating Expenses, (ii) Debt Service, (iii) Reserve Deposits, (iv) Deferred Developer Fees, (v) a partnership management fee to the managing general partner of Developer, and/or a general partner asset management fee payable to one or more of the general partners of the Developer, and/or a limited partner asset management fee payable to one or more of the limited partners of Developer, and an annual audit fee, in such amounts which are reasonably approved by the City, for each calendar year; provided, however, that if such calculation results in a negative number, Residual Receipts shall be zero for that year.

On or before ninety (90) days after the end of the Developer’s fiscal year, of each year commencing in the year of the issuance of a certificate of occupancy for the Housing Project, the Borrower shall annually provide the City a residual receipts report which shall describe in detail the Annual Project Revenue, Debt Service, Operating Expenses, Reserve Deposits, Asset Management Fees, Deferred Developer Fees, and Residual Receipts for that year. The Borrower shall also submit to the City, on or before ninety (90) days after the end of the Developer’s fiscal year, of each year commencing in the year of the issuance of a certificate of occupancy for the Housing Project, annual financial statements with respect to the Housing Project that have been reviewed by an independent certified public accountant, together with an expressed written opinion of the certified public accountant that such financial statements present the financial position, results of operations, and cash flows fairly and in accordance with generally accepted accounting principles.

**4. Security.** This Note is secured by a Deed of Trust (the “Deed of Trust”) dated as of the same date as this Note.

## 5. Waivers

a. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the City's sole discretion and that the City may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

b. No extension of time for payment of this Note made by agreement by the City with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

c. The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

d. Borrower waives presentment, demand, notice of protest and nonpayment, notice of default or delinquency, notice of acceleration, notice of costs, expenses or leases or interest thereon, notice of dishonor, diligence in collection or in proceeding against any of the rights of interests in or to properties securing of this Note, and the benefit of any exemption under any homestead exemption laws, if applicable.

e. No previous waiver and no failure or delay by City in acting with respect to the terms of this Note or the Deed of Trust shall constitute a waiver of any breach, default, or failure or condition under this Note, the Deed of Trust or the obligations secured thereby. A waiver of any term of this Note, the Deed of Trust or of any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

**6. Attorneys' Fees and Costs.** Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

**7. Joint and Several Obligation.** This Note is the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, successors and assigns.

**8. Amendments and Modifications.** This Note may not be changed orally, but only by an amendment in writing signed by Borrower and by the City.

**9. City May Assign.** City may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

**10. Borrower Assignment Prohibited.** In no event shall Borrower assign or transfer any portion of this Note without the prior express written consent of the City, which consent shall not unreasonably be withheld, except pursuant to a transfer which is permitted or approved under Section 705 of the Agreement.

**11. Terms.** Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

**12. Acceleration and Other Remedies.** Upon: (a) the occurrence of an Event of Default as defined in the Agreement, or (b) Borrower selling, contracting to sell, giving an option to purchase, conveying, leasing, further encumbering, mortgaging, assigning or alienating the Borrower's interest in the Housing Project (other than (i) financing approved by the City or otherwise permitted pursuant to the Agreement, (ii) leasing of individual Housing Units to tenants in the ordinary course of business, or (iii) a purchase option and/or right of first refusal granted to Borrower's general partner(s) or affiliates thereof), whether directly or indirectly, whether voluntarily or involuntarily or by operation of law, or any interest in the Housing Project, or suffering its title, or any interest in the Housing Project to be divested, whether voluntarily or involuntarily, without the consent of the City or as otherwise approved or permitted under the Disposition and Development Agreement, City may, at City's option, declare the outstanding principal amount of this Note, together with the then accrued and unpaid interest thereon and other charges hereunder, and all other sums secured by the Deed of Trust, to be due and payable immediately, and upon such declaration, such principal and interest and other sums shall immediately become and be due and payable without demand or notice, all as further set forth in the Deed of Trust. All costs of collection, including, but not limited to, reasonable attorneys' fees and all expenses incurred in connection with protection of, or realization on, the security for this Note, may be added to the principal hereunder, and shall accrue interest as provided herein. City shall at all times have the right to proceed against any portion of the security for this Note in such order and in such manner as such City may consider appropriate, without waiving any rights with respect to any of the security. Any delay or omission on the part of the City in exercising any right hereunder, under the Agreement or under the Deed of Trust shall not operate as a waiver of such right, or of any other right. No single or partial exercise of any right or remedy hereunder or under the Agreement or any other document or agreement shall preclude other or further exercises thereof, or the exercise of any other right or remedy. The acceptance of payment of any sum payable hereunder, or part thereof, after the due date of such payment shall not be a waiver of City's right to either require prompt payment when due of all other sums payable hereunder or to declare an Event of Default for failure to make prompt or complete payment.

**13. Consents.** Borrower hereby consents to: (a) any renewal, extension or modification (whether one or more) of the terms of the Agreement or the terms or time of payment under this Note, (b) the release or surrender or exchange or substitution of all or any part of the security, whether real or personal, or direct or indirect, for the payment hereof, (c) the granting of any other indulgences to Borrower, and (d) the taking or releasing of other or additional parties primarily or contingently liable hereunder. Any such renewal, extension, modification, release, surrender, exchange or substitution may be made without notice to Borrower or to any endorser, guarantor or surety hereof, and without affecting the liability of said parties hereunder.

**14. Successors and Assigns.** Whenever "City" is referred to in this Note, such reference shall be deemed to include the Placentia Housing City and its successors and assigns, including, without limitation, any subsequent assignee or holder of this Note. All covenants, provisions and agreements by or on behalf of Borrower, and on behalf of any makers, endorsers, guarantors and sureties hereof which are contained herein shall inure to the benefit of the City and City's successors and assigns.

**15. Miscellaneous.** Time is of the essence hereof. This Note shall be governed by and construed under the laws of the State of California except to the extent Federal laws preempt the laws of the State of California. Borrower irrevocably and unconditionally submits to the jurisdiction of the Superior Court of the State of California for the County of Los Angeles in connection with any legal action or proceeding arising out of or relating to this Note. Borrower also waives any objection regarding personal or in rem jurisdiction or venue.

**16. No Personal Liability.** In the event of any default under the terms of this Note or the Deed of Trust, the sole recourse of the City for any and all such defaults shall be by judicial foreclosure or by the exercise of the trustee's power of sale, and Borrower and its partners shall not be personally liable for the payment of this Note or for the payment of any deficiency established after judicial foreclosure or trustee's sale; provided, however, that the foregoing shall not in any way affect any rights the City may have (as a secured party or otherwise) hereunder or under the Agreement or Deed of Trust to recover directly from Borrower any amounts secured by the Deed of Trust, or any funds, damages or costs (including without limitation reasonable attorneys' fees and costs) incurred by City as a result of fraud, misrepresentation or waste, and any costs and expenses incurred by the City in connection therewith (including without limitation reasonable attorneys' fees and costs).

**BORROWER:**

By: \_\_\_\_\_

**ATTACHMENT NO. 8**

RECORDING REQUESTED BY, )  
AND WHEN RECORDED MAIL TO: )  
)

City of Placentia )  
401 E. Chapman )  
Placentia, California 9 )  
Attn: City Administrator )

This document is exempt from payment of a recording fee pursuant to Government Code Sections 27383 and 6103.

**DEED OF TRUST AND ASSIGNMENT OF RENTS  
(Development Project Mitigated Fees Loan)**

**THIS DEED OF TRUST AND ASSIGNMENT OF RENTS** is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and among \_\_\_\_\_ (“Trustor”), whose address is \_\_\_\_\_ (“Trustee”) whose address is \_\_\_\_\_, and the **CITY OF PLACENTIA**, a California charter city and municipal corporation (“Beneficiary”), whose address is 401 E. Chapman, Placentia, California 92870.

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, any and all of its interest in the property (including, but not limited to fee simple and/or leasehold) located in the City of Placentia, County of Los Angeles, State of California, that is described in Exhibit A, attached hereto and by this reference incorporated herein (the “Property”);

TOGETHER WITH all rents, issues, profits, royalties, income and other benefits derived from the Property (collectively, the “rents”), provided that so long as Trustor is not in default hereunder, it shall be permitted to collect rents and operate the Property;

TOGETHER WITH all interests, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including, without limiting the generality of the foregoing, all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements now or hereafter erected thereon, and all property of the Trustor now or hereafter affixed to or placed upon the Property, including, without limitation, all fixtures, attachments, appliances, furnishings, equipment and machinery (whether fixed or movable) and other articles (including, in each instance, improvements, restorations, replacements, repairs, additions, accessions or substitutions thereto or therefor);

TOGETHER WITH all leasehold estate, right, title and interest of Trustor in and to all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

TOGETHER WITH all right, title and interest of Trustor in and to all options to purchase or lease the Property or any portion thereof or interest therein, and any greater estate in the Property owned or hereafter acquired;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property;

TOGETHER WITH all the estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages;

All of the foregoing, together with the Property, is herein referred to as the "Security."

FOR THE PURPOSE OF SECURING:

1. Repayment of that certain Special Development Loan Promissory Note in the principal sum [not to exceed] \$450,000 dated \_\_\_\_\_, 201\_\_ ("Promissory Note") in favor of Beneficiary.
2. Payment and performance of all covenants and obligations of Trustor under this Deed of Trust.

## **ARTICLE I**

### **DEFINITIONS**

1. The term "Expiration Date" means the date upon which the Promissory Note has been paid in full, and all other obligations the performance of which is secured by this Deed of Trust have been satisfied.
2. "Property" means the real property referred to in Exhibit A attached hereto.
3. "Security" means the Property and all appurtenant improvements.

## ARTICLE II

### MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY; RELEASE UPON PAYMENT

Section 2.1 Maintenance and Modification of the Property by Trustor. The Trustor agrees that at all times prior to the Expiration Date, the Trustor will, at the Trustor's own expense, maintain and preserve the Property.

Section 2.2 Release of Security. Upon its receipt of the repayment of all amounts due under the Promissory Note, and all other obligations the performance of which is secured by this Deed of Trust have been satisfied, the Beneficiary shall, upon the request of the Trustor, deliver to the Trustor such instruments as are reasonably necessary to confirm the release of the Security from the lien of this Deed of Trust.

## ARTICLE III

### REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE TRUSTOR

Section 3.1 Defense of the Title. The Trustor covenants that it is lawfully seized and possessed of title in fee simple to the Property, that it has good right to sell, convey or otherwise transfer or encumber the same, and that the Trustor, for itself and its successors and assigns, warrants and will forever defend the right and title to the foregoing described and conveyed property unto the Beneficiary, its successors and assigns, against the claims of all persons whomsoever, excepting only encumbrances approved by the Beneficiary.

Section 3.2 Inspection of the Property. The Trustor covenants and agrees that at any and all reasonable times and upon reasonable notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, without payment of charges or fees, to inspect the Property.

## ARTICLE IV

### EVENTS OF DEFAULT AND REMEDIES

Section 4.1 Events of Default Defined. The occurrence of any failure of the Trustor to pay the Promissory Note or to otherwise perform an obligation the performance of which is secured by this Deed of Trust, and the continuation of such failure for a period of thirty (30) business days as to monetary obligations and sixty (60) business days as to non-monetary obligations (or such additional time as may be reasonably necessary provided that Trustor commences cure within such sixty (60) day period and thereafter diligently prosecutes such cure to completion), after written notice specifying such failure and requesting that it be remedied shall have been given to Trustor from the Beneficiary, shall be an "Event of Default" or a "Default" under this Deed of Trust.

Section 4.2 Acceleration of Maturity. If an Event of Default shall have occurred and be continuing, then the entire indebtedness secured hereby shall, at the option of the Beneficiary, immediately become due and payable without notice or demand which are hereby expressly waived, and no omission on the part of the Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

Section 4.3 The Beneficiary's Right to Enter and Take Possession. If an Event of Default shall have occurred and be continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Property and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Property, or part thereof or interest therein, increase the income therefrom or protect the Security hereof and, with or without taking possession of the Property, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof, as aforesaid, shall not cure or waive any Default or notice of Default hereunder or invalidate any act done in response to such Default or pursuant to such notice of Default and, notwithstanding the continuance in possession of the Property or the collection, receipt and application of rents, issues or profits, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, the Agreement or by law upon occurrence of any Event of Default, including the right to exercise the power of sale. Trustor requests that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to Trustor if at its address given herein;

(b) Commence an action to foreclose this Deed of Trust, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the property to be sold, which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of the County in which the Property is located; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to the Property, including any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby, or provided by law.

Section 4.4 Foreclosure By Power of Sale. Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust (and the deposit of which shall be deemed to constitute evidence that the amount of the Promissory Note is immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of such notice from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Property, at the time and place of sale fixed by it in said Notice of Sale, either as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine, at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such

sale, and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the Promissory Note; (ii) all other sums then secured hereby; and (iii) the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

Section 4.5 Receiver. If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under Security, and without regard to the then value of the Property or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment. Any such receiver or receivers shall have all the powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Property, unless such receivership is sooner terminated.

Section 4.6 Remedies Cumulative. No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 4.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Default shall exhaust or impair any such right, power or remedy, or shall be construed to be a waiver of any such Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. No consent or waiver, expressed or implied, by the Beneficiary to or of any breach by the Trustor in the performance of the obligations hereunder shall be deemed or construed to be a consent to or waiver of obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, powers or remedies consequent on any breach or Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment of any sums secured hereby, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted herein, or in the Agreement, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements of this Deed of Trust or the Agreement, (v) consents to the filing of any map, plat or replat affecting the Security, (vi) consents to the granting of any easement or other right affecting the Security, or (vii) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor shall any

such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in the event of any Default then made or of any subsequent Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary shall the lien of this Deed of Trust be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Property, the Beneficiary, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Security (or a part thereof) or the indebtedness secured hereby, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the Trustor and without in any way releasing or discharging any liabilities, obligations or undertakings of the Trustor.

Section 4.8 Suits to Protect the Security. The Beneficiary shall have power (upon ninety (90) days notice to the Trustor) to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security (and the rights of the Beneficiary as secured by this Deed of Trust) by any acts which may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security and in the rents, issues, profits and revenues arising therefrom, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the security thereunder or be prejudicial to the interests of the Beneficiary.

Section 4.9 Trustee May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings for the entire amount due and payable by the Trustor under this Deed of Trust at the date of the institution of such proceedings and for any additional amount which may become due and payable by the Trustor hereunder after such date.

## ARTICLE V

### MISCELLANEOUS

Section 5.1 Amendments. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

Section 5.2 Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums and other obligations secured hereby have been paid or performed, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey to Trustor, or to the person or persons legally entitled thereto, without warranty, any portion of the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or person legally entitled thereto."

Section 5.3 Attorneys' Fees. In the event that any parties hereto resort to legal action in order to enforce the provisions of this Deed of Trust or defend such suit, the prevailing party shall be entitled to receive reimbursement from the non-prevailing party for all reasonable attorneys' fees and all other costs incurred in commencing or defending such suit.

Section 5.4 Notices. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request, or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by registered or certified mail, postage prepaid, return receipts requested, or by telegram, addressed to the address set forth in the first paragraph of this Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

Section 5.5 Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

Section 5.6 Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 5.7 Invalidity of Certain Provisions. Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

Section 5.8 No Merger. If title to the Property shall become vested in the Beneficiary, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary under this Deed of Trust. In addition, upon foreclosure under this Deed of Trust pursuant to the provisions hereof, any leases or subleases then existing and affecting all or any portion of the Security shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice of termination to such tenant or subtenant.

Section 5.9 Governing Law. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Section 5.10 Gender and Number. In this Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

Section 5.11 Nondisturbance Agreement. In the event of any foreclosure of this Deed of Trust or a transfer in lieu of foreclosure, Beneficiary or other transferee shall recognize and not disturb the possession, tenancy, leasehold estate and rights of all tenants and occupants of the Property or any portion thereof, and shall honor and abide by all of the terms, covenants and conditions of each lease for the remaining balance of the term or extension thereof with the same force and effect as if Beneficiary or such other transferee were the original lessor under the lease; provided, however, that the tenant is not in default under its lease and Beneficiary or such other transferee shall not be (a) liable for any damage, loss or expense arising from any act or omission of any prior lessor (including Trustor) under any lease, (b) subject to any offsets, abatements,

rent reductions or defenses which the tenant may be entitled to assert against any prior lessor (including Trustor) under any lease, or (c) liable or responsible for or with respect to the retention, application and/or return to the tenant of any security deposit paid to any prior lessor (including Trustor) under any lease, whether or not still held by any prior lessor (including Trustor), unless and until Beneficiary or such other transferee has actually received for its own account as lessor under the lease the full amount of such security deposit or a credit therefor. Each tenant and occupant of the Property shall, upon any foreclosure of this Deed of Trust or transfer in lieu of foreclosure, be bound to Beneficiary or such other transferee under all of the terms, covenants and conditions of the tenant's lease for the remaining balance of the term thereof or extension thereof, with the same force and effect as if Beneficiary or such other transferee were the original lessor under such lease, and the tenant shall attorn to Beneficiary or such other transferee as its lessor, such attornment to be effective and self-operative without the execution of any further instruments by either party, immediately upon the tenant's receipt of written notice from Beneficiary or such other transferee or from Trustor that title to the Property has vested in Beneficiary or such other transferee. Rent paid by a tenant or occupant to the transferee after receipt of such notice shall be considered to be rental payment under the lease.

Section 5.12. No Personal Liability. In the event of any default under the terms of this Deed of Trust, the sole recourse of the Beneficiary for any and all such defaults shall be by judicial foreclosure or by the exercise of the trustee's power of sale, and Trustor and its partners shall not be personally liable for the payment of the Promissory Note or for the payment of any deficiency established after judicial foreclosure or trustee's sale; provided, however, that the foregoing shall not in any way affect any rights the Beneficiary may have (as a secured party or otherwise) hereunder or under this Deed of Trust to recover directly from Trustor any amounts secured by this Deed of Trust, or any funds, damages or costs (including without limitation reasonable attorneys' fees and costs) incurred by Beneficiary as a result of fraud, misrepresentation or waste, and any costs and expenses incurred by the Beneficiary in connection therewith (including without limitation reasonable attorneys' fees and costs).

**IN WITNESS WHEREOF**, Trustor has executed this Deed of Trust as of the day and year first above written.

**TRUSTOR:**

\_\_\_\_\_

By: \_\_\_\_\_

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

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
(Print Name of 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 of Notary Public

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title Or Type Of Document

- Partner(s)       Limited
- General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: \_\_\_\_\_

\_\_\_\_\_  
Number Of Pages

Signer is representing:  
Name Of Person(s) Or Entity(ies)

\_\_\_\_\_  
Date Of Documents

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signer(s) Other Than Named Above

**ATTACHMENT NO. 9**  
**“PUBLIC IMPROVEMENTS”**

**PLACENTIA VETERAN'S VILLAGE PROJECT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Implementation Schedule	Verification	
<p><b>Aesthetics</b></p> <p>I-1 Prior to approval of the Final Design, an analysis of potential glare from sunlight or exterior lighting to impact vehicles traveling on adjacent roadways shall be submitted to the City for review and approval. This analysis shall demonstrate that due to building orientation or exterior treatment, no significant glare may be caused that could negatively impact drivers on the local roadways or impact adjacent land uses. If potential glare impacts are identified, the building orientation, use of non-glare reflective materials or other design solutions acceptable to the City of Placentia shall be implemented to eliminate glare impacts.</p>	<p>This study shall be submitted to the prior to or concurrent with submittal of final design for approval by the City. The design shall be implemented during construction of the facility.</p>	<p>A copy of the approved final design shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the glare minimization measures have been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.</p>	
	<p align="center"><b>Source</b></p> <p align="center">Initial Study</p>	<p align="center"><b>Responsible Party</b></p> <p align="center">City of Placentia</p>	<p align="center"><b>Status / Date / Initials</b></p>

Mitigation Measure	Implementation Schedule	Verification	
<p><b>Air Quality</b></p> <p>III-1 <u>Fugitive Dust Control</u>: The following measures shall be incorporated into Project plans and specifications for implementation:</p> <ul style="list-style-type: none"> <li>• Apply soil stabilizers or moisten inactive areas.</li> <li>• Water exposed surfaces as needed to avoid visible dust leaving the construction site (typically 2-3 times/day).</li> <li>• Cover all stock piles with tarps at the end of each day or as needed.</li> <li>• Provide water spray during loading and unloading of earthen materials.</li> <li>• Minimize in-out traffic from construction zone.</li> <li>• Cover all trucks hauling dirt, sand, or loose material and require all trucks to maintain at least two feet of freeboard.</li> <li>• Sweep streets daily if visible soil material is carried out from the construction site.</li> </ul>	<p>This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.</p>	<p>A copy of the construction contract including this air mitigation measures shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the air quality measures have been implemented as required in these measures. Field notes documenting verification shall be retained in the project file.</p>	
	<p align="center"><b>Source</b></p> <p align="center">Initial Study</p>	<p align="center"><b>Responsible Party</b></p> <p align="center">City of Placentia</p>	<p align="center"><b>Status / Date / Initials</b></p>

**PLACENTIA VETERAN'S VILLAGE PROJECT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Implementation Schedule		Verification
<p><b>Air Quality</b> III-2 <u>Exhaust Emissions Control</u>; The following measures shall be incorporated into Project plans and specifications for implementation:</p> <ul style="list-style-type: none"> <li>• Utilize well-tuned off-road construction equipment.</li> <li>• Establish a preference for contractors using Tier 3-rated or better heavy equipment.</li> <li>• Enforce 5-minute idling limits for both on-road trucks and off-road equipment.</li> </ul>	<p>This measure shall be included in the construction contract as a contract specification and implemented by the contractor during construction.</p>		<p>A copy of the construction contract including this air mitigation measures shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the air quality measures have been implemented as required in these measures. Field notes documenting verification shall be retained in the project file.</p>
	<b>Source</b>	<b>Responsible Party</b>	<b>Status / Date / Initials</b>
	Initial Study	City of Placentia	

Mitigation Measure	Implementation Schedule		Verification
<p><b>Air Quality</b> III-3 <u>Occupancy Emissions</u>: Operational emissions are not anticipated to exceed their respective SCAQMD significance thresholds with application of the following measure:</p> <ul style="list-style-type: none"> <li>• Utilize SCAQMD approved Rule 445 devices rather than wood burning fireplaces for any residential use.</li> <li>• All residential living areas shall be equipped with air filtration systems operating under positive pressure rated at MERV 13 or higher.</li> <li>• Replacement filters shall be made available through the apartment management for the project.</li> </ul>	<p>These measures shall be incorporated into the approved final design of the structure and maintenance agreement for the facility prior to occupancy</p>		<p>A copy of the approved final design shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify these measures or commitments have been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.</p>
	<b>Source</b>	<b>Responsible Party</b>	<b>Status / Date / Initials</b>
	Initial Study	City of Placentia	

**PLACENTIA VETERAN'S VILLAGE PROJECT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Implementation Schedule	Verification	
<p><b>Cultural Resources</b> V-1 Should any cultural resources be encountered during construction of these facilities, earthmoving or grading activities in the immediate area of the finds shall be halted and an onsite inspection shall be performed immediately by a qualified archaeologist. Responsibility for making this determination shall be with the City onsite inspector. The archaeological professional shall assess the find, determine its significance, and make recommendations for appropriate mitigation measures within the guidelines of the California Environmental Quality Act.</p>	<p>Any response to exposed resources shall occur during construction. Any reports documentation management and findings for accidentally exposed resources shall be completed within one year of the discovery.</p>	<p>The City shall be notified within 24-hours of accidental exposure of any archaeological resources. A copy of initial findings shall be provided to the City and retained in the project file. A copy of the final report shall be retained in the project file.</p>	
	<b>Source</b>	<b>Responsible Party</b>	<b>Status / Date / Initials</b>
	Initial Study	City of Placentia	

Mitigation Measure	Implementation Schedule	Verification	
<p><b>Cultural Resources</b> V-2 Should any paleontological resources be encountered during construction of these facilities, earthmoving or grading activities in the immediate area of the finds shall be halted and an onsite inspection should be performed immediately by a qualified paleontologist. Responsibility for making this determination shall be with the City onsite inspector. The paleontological professional shall assess the find, determine its significance, and make recommendations for appropriate mitigation measures within the guidelines of the California Environmental Quality Act.</p>	<p>Any response to exposed resources shall occur during construction. Any reports documentation management and findings for accidentally exposed resources shall be completed within one year of the discovery.</p>	<p>The City shall be notified within 24-hours of accidental exposure of any paleontological resources. A copy of initial findings shall be provided to the City and retained in the project file. A copy of the final report shall be retained in the project file.</p>	
	<b>Source</b>	<b>Responsible Party</b>	<b>Status / Date / Initials</b>
	Initial Study	City of Placentia	

**PLACENTIA VETERAN'S VILLAGE PROJECT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Implementation Schedule	Verification		
<p><b>Geology and Soils</b> VI-1 Stored backfill material shall be covered with water resistant material during periods of heavy precipitation to reduce the potential for rainfall erosion of stored backfill material. If covering is not feasible, then measures such as the use of straw bales or sand bags shall be used to capture and hold eroded material on the Project site for future cleanup.</p>	<p>These measures shall be identified in the project Stormwater Pollution Prevention Plan (SWPPP) and implemented during construction.</p>	<p>A copy of the SWPPP shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the SWPPP BMPs have been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.</p>		
		Source	Responsible Party	Status / Date / Initials
		Initial Study	City of Placentia	

Mitigation Measure	Implementation Schedule	Verification		
<p><b>Geology and Soils</b> VI-2 All exposed, disturbed soil (trenches, stored backfill, etc.) shall be sprayed with water or soil binders twice a day, or more frequently if fugitive dust is observed migrating from the site within which the Veteran's Village is being constructed.</p>	<p>These measures shall be identified in the project Stormwater Pollution Prevention Plan (SWPPP) and implemented during construction.</p>	<p>A copy of the SWPPP shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the SWPPP BMPs have been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.</p>		
		Source	Responsible Party	Status / Date / Initials
		Initial Study	City of Placentia	

**PLACENTIA VETERAN'S VILLAGE PROJECT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Implementation Schedule	Verification	
<p><b>Geology and Soils</b> VI-3 The WQMP shall incorporate Low Impact Development designs to manage storm water runoff post development. The WQMP shall incorporate an appropriate hydrology evaluation to demonstrate no downstream discharges meet both water quality and drainage system requirements.</p>	<p>The WQMP shall be completed and approved by the City prior to ground disturbance. The WQMP BMPs shall be implemented prior to occupancy.</p>	<p>A copy of the WQMP shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the WQMP BMPs have been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.</p>	
	<p align="center"><b>Source</b></p> <p align="center">Initial Study</p>	<p align="center"><b>Responsible Party</b></p> <p align="center">City of Placentia</p>	<p align="center"><b>Status / Date / Initials</b></p>

Mitigation Measure	Implementation Schedule	Verification	
<p><b>Hazards and Hazardous Materials</b> VIII-1 All spills or leakage of petroleum products during construction activities shall be remediated in compliance with applicable state and local regulations regarding cleanup and disposal of the contaminant released. Any contaminated waste will be collected and disposed of at an appropriately licensed disposal or treatment facility. This measure will be incorporated into the SWPPP prepared for the Project development.</p>	<p>These measures shall be identified in the project Stormwater Pollution Prevention Plan (SWPPP) and implemented during construction.</p>	<p>A copy of the SWPPP shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the SWPPP BMPs have been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.</p>	
	<p align="center"><b>Source</b></p> <p align="center">Initial Study</p>	<p align="center"><b>Responsible Party</b></p> <p align="center">City of Placentia</p>	<p align="center"><b>Status / Date / Initials</b></p>

**PLACENTIA VETERAN'S VILLAGE PROJECT  
MITIGATION MONITORING AND REPORTING PROGRAM**

Mitigation Measure	Implementation Schedule	Verification	
<p><b>Noise</b> XII-1 The developer shall require the installation side windows (east and west facing) on the Veteran's Village building in living or sleeping areas should be premium dual-paned windows with a minimum sound transmission class (STC) rating of 33 or higher. In addition the 8-foot tall block wall shall be installed prior to construction to minimize noise exposure for construction employees during construction.</p>	<p>The final design plans shall include windows with the specific STC rating for approval by the City. The windows shall be installed during building construction.</p>	<p>A copy of the approved final design shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the appropriate windows have been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.</p>	
<p align="center"><b>Source</b></p>		<p align="center"><b>Responsible Party</b></p>	<p align="center"><b>Status / Date / Initials</b></p>
<p align="center">Initial Study</p>		<p align="center">City of Placentia</p>	

Mitigation Measure	Implementation Schedule	Verification	
<p><b>Noise</b> XII-2 The developer shall require the installation of a mechanical ventilation system affording comfort under closed window conditions.</p>	<p>The final design plans shall include a mechanical ventilation system for approval by the City. The ventilation system shall be installed during building construction.</p>	<p>A copy of the approved final design shall be retained in the project file. Verification of implementation shall be based on field inspections by City inspection personnel that verify the mechanical ventilation system has been implemented as required in this measure. Field notes documenting verification shall be retained in the project file.</p>	
<p align="center"><b>Source</b></p>		<p align="center"><b>Responsible Party</b></p>	<p align="center"><b>Status / Date / Initials</b></p>
<p align="center">Initial Study</p>		<p align="center">City of Placentia</p>	

# CITY OF PLACENTIA MITIGATED NEGATIVE DECLARATION

**Lead Agency:** City of Placentia  
11333 Valley Boulevard  
El Monte, CA 91731-3293

**Contact:** Charles Rangel  
**Phone:** (714) 993-8124  
**Email:** [crangel@placentia.org](mailto:crangel@placentia.org)

**Project Title:** PLACENTIA VETERAN'S VILLAGE PROJECT

**State Clearinghouse Number:** Not Applicable

**Project Location:** The proposed project consists of a 2.78-acre site, which will be developed as a Veteran's Village, in the City of Placentia, California. The site is located just off of Orangethrope Avenue near Lakeview Avenue. The approximately 2.78-acre area where the Veteran's Village will be established is bound to the north by the BNSF railroad track, Fee Ana Street to the west, the Atwood Flood Control Channel to the south, and other industrial and commercial uses to the east extending to, and beyond, Lakeview Avenue.

**Project Description:** In conjunction with Mercy Housing California, the City of Placentia (City) will develop a 50-unit apartment building that will provide service-enriched affordable rental housing for U.S. Veterans who are homeless and/or disabled. The project developer, Mercy Housing California, is an experienced nonprofit development organization that specializes in constructing and operating affordable properties nationwide for families, seniors, and persons with special needs, such as homelessness. Mercy plans to partner with a specialized veteran service organization to provide ongoing supportive services to future residents of the property, including coordination with the U.S. Department of Veteran Affairs medical clinic system.

**Finding:** City of Placentia's decision to implement this proposed project is a discretionary decision or "project" that requires evaluation under the California Environmental Quality Act (CEQA). Based on the information in the project Initial Study, the City has made a *preliminary* determination that a Mitigated Negative Declaration will be the appropriate environmental determination for this project to comply with CEQA.

**Initial Study:** Copies of the Initial Study are available for public review at the City of Placentia Planning Division at 401 East Chapman Avenue, Placentia, CA 92870. The public review period for the Initial Study began \_\_\_\_\_ 2016 and closed on \_\_\_\_\_ 2016.

**Mitigation Measures:** All mitigation measures identified in the Initial Study are summarized on pages 61-62 and are proposed for adoption as conditions of the project. These measures will be implemented through a mitigation monitoring and reporting program if the Mitigated Negative Declaration is adopted.

---

Signature

Title

Date

**INITIAL STUDY**

**FOR THE**

**PLACENTIA VETERAN'S VILLAGE PROJECT**

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Prepared for:

**City of Placentia**

401 East Chapman Avenue  
Placentia, California 92870

Prepared by:

**Tom Dodson & Associates**

2150 North Arrowhead Avenue  
San Bernardino, California 92405  
(909) 882-3612

**November 2016**

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## ENVIRONMENTAL CHECKLIST

### INTRODUCTION

1. Project Title: Placentia Veteran's Village
2. Lead Agency: City of Placentia  
Address: 401 East Chapman Avenue, Placentia, CA 92870
3. Contact Person: Charles Rangel. Senior Planner.  
Phone Number: (714) 993-8124; [crangel@placentia.org](mailto:crangel@placentia.org)
4. Project Location: See below
5. Project Sponsor's Name and Address: Mercy Housing California  
1500 S. Grand Ave, Suite 100, Los Angeles, CA 90015
6. General Plan Designation: Industrial
7. Zoning: Industrial Manufacturing
8. Project Description:

### Overview

In conjunction with Mercy Housing California, the City of Placentia (City) proposes to develop a 50-unit apartment building that will provide service-enriched affordable rental housing for U.S. Veterans who are homeless and/or disabled. The project applicant, Mercy Housing California, is an experienced nonprofit development organization that specializes in constructing and operating affordable properties nationwide for families, seniors, and persons with special needs, such as homelessness. Mercy plans to partner with a specialized veteran service organization to provide ongoing supportive services to future residents of the property, including coordination with the US Department of Veteran Affairs medical clinic system.

### Location

The proposed project consists of a 3.65 gross acre, 2.78 net acre (minus the flood control channel facility site, which will be developed as Veteran's Village, is located in the southwestern portion of the City of Placentia, California. Figures 1 and 2 show the regional and site locations. The site is located just off of Orangethorpe Avenue near Lakeview Avenue. The approximately 2.78-acre site where the Veteran's Village will be developed is bound to the north by the BNSF railroad track, Fee Ana Street to the west, the Atwood Flood Control Channel to the south, and industrial and commercial uses to the east extending to, and beyond, Lakeview Avenue.

### Project Characteristics

The project site is comprised of two legal parcels situated at the western terminus of Orangethorpe Avenue. The current General Plan Land Use Designation is Industrial, and the current zoning classification is C-M (Commercial Manufacturing). The City of Placentia supports

the proposed development, in that it furthers the purpose of the City of Placentia General Plan Housing Element goals by providing below market rate housing to veterans as well as supplemental support through specialized Section 8 cash vouchers. Additionally, through this customized program, veterans will also be provided access to Veterans' Affairs (VA) medical and social assistance programs. Development of the Veteran's Village will require a change in the existing General Plan Land Use designation and a zone change from C-M to R-3 (High Density Residential). The implementation of land use designations (to Multifamily Residential) through a General Plan Amendment (GPA) and Development Agreement (DA) will also consider various impact fee waivers/credits. It has not yet been determined whether any affordable housing design incentives will be necessary in conjunction with the land use change request; such incentives could include considerations such as a bonus density, setback or height adjustments, parking requirement variances, etc. The applicability of these design criteria will not be known until further guidance is provided regarding the most suitable land use designation for the land use change request. The surrounding area is an industrial and commercial corridor with no immediately adjacent residential uses east, west, or south of the site; however, there are single family homes to the north of Orangethorpe Avenue. A large portion of the site is owned by the Orange County Flood Control District (OCFCD) and will be leased to the developer in order to accommodate development of the proposed project.

The City has indicated support for the proposed development of a 50-unit apartment building—Veteran's Village—to provide service enriched affordable rental housing for U.S. Veterans who are homeless and/or disabled. This project will include 45 one-bedroom units of approximately 600 square feet (sq. ft.) each, and 5 two-bedroom units of approximately 800 sq. ft. each. The units will be contained within a single three-story building situated on the 2.78-acre parcel. The building will include a common area and amenities such as outdoor patios, site landscaping, a community garden, recreation room, shared laundry room, and offices for property management, maintenance, and social service staff. Surface parking for 65 vehicles (1 per unit, plus 15 guest spaces) will be conveniently located adjacent to the apartments. An 8-foot wall will be constructed between the structure and the BNSF Railway tracks. Additionally, the site will be gated with security access to parking areas and the apartment building.

The property upon which the Veteran's Village will be constructed is currently vacant, although it was recently used for commercial equipment storage. The property is irregularly shaped but is generally level due to past site grading and compaction and it contains no unusual topographic features.

This Initial Study will examine the potential impacts of the general plan amendment and zone change request and the construction and implementation of the Veteran's Village when compared to the existing environmental setting and the existing Industrial (I) land use designation/C-M (Commercial-Manufacturing) zoning classification. The City of Placentia, which has jurisdiction over land use changes, as well as the OCFCD, which will lease the property to the applicant, are the agencies whose approval is required in order to implement the proposed project.

### ***Construction Scenario***

Construction of the proposed Veteran's Village Project is anticipated to begin in December of 2017 and extend over a period of approximately 15 months. The development scope will entail the construction of a 3-story, wood frame apartment building with a slab-on-grade foundation. The construction will be accomplished with conventional construction equipment including

portable scaffolding, truck-mounted cranes, and concrete pumping equipment. Delivery of construction supplies will be accomplished using trucks during normal working hours. The site will likely require soil excavation and re-compaction, though most excavated soils would be used onsite to the extent feasible, or otherwise disposed offsite. Additionally, there are no proposed subterranean features that will require extensive shoring or grading operations.

The circulation system in the immediate project area is undergoing substantial changes that will be completed in spring of 2017. These changes include a grade separation that will route Lakeview Avenue on a bridge over the railroad tracks and Orangethorpe Avenue, which will allow access to the site from the newly constructed street that intersects with Lakeview Avenue to the southeast of the property.

### **ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED**

The environmental factors checked below would 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 checked="" type="checkbox"/> Aesthetics	Agriculture and Forestry Resources	<input checked="" type="checkbox"/> Air Quality
Biological Resources	<input checked="" type="checkbox"/> Cultural Resources	<input checked="" type="checkbox"/> Geology / Soils
Greenhouse Gas Emissions	<input checked="" type="checkbox"/> Hazards & Hazardous Materials	<input checked="" type="checkbox"/> Hydrology & Water Quality
<input checked="" type="checkbox"/> Land Use / Planning	Mineral Resources	<input checked="" type="checkbox"/> Noise
Population / Housing	Public Services	Recreation
Transportation / Traffic	Utilities / Service Systems	<input checked="" type="checkbox"/> Mandatory Findings of Significance

Note that all potentially significant impacts can be reduced to a less than significant impact level with implementation of identified mitigation measures.

**DETERMINATION:** (To be completed by the Lead Agency)

On the basis of this initial evaluation, the following finding is made:

	The proposed project <b>COULD NOT</b> have a significant effect on the environment, and a <b>NEGATIVE DECLARATION</b> will be prepared.
<b>X</b>	Although the proposed project could have a significant effect on the environment, there will 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 <b>MITIGATED NEGATIVE DECLARATION</b> will be prepared.
	The proposed project <b>MAY</b> have a significant effect on the environment, and an <b>ENVIRONMENTAL IMPACT REPORT</b> is required.
	The proposed project <b>MAY</b> 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 <b>ENVIRONMENTAL IMPACT REPORT</b> is required, but it must analyze only the effects that remain to be addressed.
	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 <b>NEGATIVE DECLARATION</b> pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or <b>NEGATIVE DECLARATION</b> , including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Tom Dodson & Associates  
Prepared by

November 2016  
Date

\_\_\_\_\_  
Signature  
Lead Agency

\_\_\_\_\_  
Date

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
<b>I. AESTHETICS:</b> Would the project:				
a) Have a substantial adverse effect on a scenic vista?			<b>X</b>	
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				<b>X</b>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?				<b>X</b>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?		<b>X</b>		

**SUBSTANTIATION**

- a. *Less Than Significant Impact* – Adverse impacts to scenic vistas can occur in one of two ways. First, an area itself may contain existing scenic vista that would be altered by new development. A review of the project area determined that there are no scenic vistas located internally within the area proposed for development of the Veteran’s Village. Therefore, the development of the Veteran’s Village is not expected to impact any important scenic vistas within this area. A scenic vista impact can occur when a scenic vista can be viewed from the project area or immediate vicinity and a proposed development may interfere with the view to a scenic vista. Based on the scope of the proposed project—which will result in the development of a three story apartment complex designated as housing for homeless, disabled, or both homeless and disabled veterans—and the level of development within the City as a whole, there are only a few important scenic vistas; however, any such views align with north-south roads, which provide limited views to the higher topography of the Puente Hills. Given these limited potential scenic views, and the location and height of the proposed new structure outside of roadway alignments, implementation of the proposed development is not expected to cause any substantial adverse effects on any important scenic vistas. This potential impact is considered a less than significant adverse aesthetic impact.
- b. *No Impact* – The project site does not contain any scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway corridor. The project site is vacant, and its surface is a mix of compacted dirt, asphalt, and scattered weeds. There are a few scattered non-native trees and scattered vegetation on the periphery of the site, but there are no rock outcroppings or historic buildings on the site that could be considered a scenic resource. Consequently, no impacts to a scenic resource will occur.
- c. *No Impact* – The project site is a vacant lot, the surface of which is a mix of compacted dirt, asphalt, and scattered weeds bordered with chain link fencing. The area surrounding the site consists of an industrial and commercial corridor with the Atwood Flood Control Channel to the south, Orangethorpe Avenue and the BNSF railroad track to the north, as well as some residential homes north of Orangethorpe Avenue, Fee Ana Street to the west, and other industrial commercial uses to the east extending to and beyond Lakeview Avenue. As proposed, the project would construct a 50-unit apartment complex with amenities and services for homeless, disabled, and both homeless and disabled veterans. By improving the project site with well-designed buildings and

complementary landscaping, the Project would enhance the visual character of the site and area. The Project would not degrade the visual character or quality of the surrounding properties. Therefore, no potential visual impacts would occur as a result of project implementation.

- d. *Less Than Significant Impact With Mitigation Incorporated* – Existing sources of lighting in the project area include street lights and lighting from the adjacent commercial and industrial land uses currently existing in the vicinity of the Project site. Other existing light sources include headlights of vehicles traveling on adjacent streets, particularly traffic along Orangethorpe Avenue. The new apartment structure will require lighting, both exterior and interior. This will introduce a new source of light and glare into the project area, though this lighting would be comparable to and consistent with lighting from surrounding uses. However, to ensure that light or glare (particularly off of structures with glass exteriors) does not result in intrusive lighting or glare to existing structures or persons in the project area, the following mitigation measure will be implemented:

***I-1 Prior to approval of the Final Design, an analysis of potential glare from sunlight or exterior lighting to impact vehicles traveling on adjacent roadways shall be submitted to the City for review and approval. This analysis shall demonstrate that due to building orientation or exterior treatment, no significant glare may be caused that could negatively impact drivers on the local roadways or impact adjacent land uses. If potential glare impacts are identified, the building orientation, use of non-glare reflective materials or other design solutions acceptable to the City of Placentia shall be implemented to eliminate glare impacts.***

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
<p><b>II. AGRICULTURE AND FORESTRY RESOURCES:</b> In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:</p>				
a) 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 use?				<b>X</b>
b) Conflict with existing zoning for agricultural use or a Williamson Act contract?				<b>X</b>
c) 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))?				<b>X</b>
d) Result in the loss of forest land or conversion of forest land to non-forest use?				<b>X</b>
e) 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 non-forest use?				<b>X</b>

**SUBSTANTIATION**

- a. *No Impact* – The Veteran's Village site is in an area that is urbanized. Neither the project site nor the adjacent and surrounding properties are designated for agricultural use; no agriculture exist in the project area; and there is no potential for impact to any agricultural uses or values as a result of project implementation. According to the maps prepared pursuant to the farmland mapping and monitoring program of the California Resources Agency, no prime farmland, unique farmland, or farmland of statewide importance exists within the vicinity of the proposed project (Figure I-1). No adverse impact to any agricultural resources would occur from implementing the proposed project.
- b. *No Impact* – There are no agricultural uses currently on the Project site or on adjacent properties. The project site is zoned for Industrial Manufacturing and the current General Plan land use designation is Industrial. Though the project will require a land use designation amendment request and subsequent zone change, this alteration will not involve any agricultural uses. No potential exists for a conflict between the proposed project and agricultural zoning or Williamson Act contracts within the project area.
- c. *No Impact* – Please refer to issues a) and b) above. The project site is in an urbanized area and neither the land use designation (Industrial) nor zoning classification (Commercial/Manufacturing) supports forest land or timberland uses or designations. No potential exists for a conflict between the proposed project and forest/timberland zoning.
- d. *No Impact* – There are no forest lands within the project area, which is because the project area is urbanized. No potential for loss of forest land would occur if the project is implemented.
- e. *No Impact* – Because the project site and surrounding area do not support either agricultural or forestry uses and, furthermore, because the project site and environs are not designated for such uses, implementation of the proposed project would not cause or result in the conversion of Farmland or forest land to alternative use. No adverse impact would occur.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
<b>III. AIR QUALITY:</b> Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?			<b>X</b>	
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?		<b>X</b>		
c) 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 (including releasing emissions which exceed quantitative thresholds for ozone precursors)?		<b>X</b>		
d) Expose sensitive receptors to substantial pollutant concentrations?		<b>X</b>		
e) Create objectionable odors affecting a substantial number of people?			<b>X</b>	

**SUBSTANTIATION**

a-e. *Less Than Significant Impact / Less Than Significant with Mitigation Incorporated* – The following information utilized in this Section of the Initial Study was obtained from the Air Quality and GHG Impact Analysis, Veteran’s Village, City of Placentia, California” prepared by Giroux & Associates, dated September 2, 2016. Please refer to the AQ Analysis in Appendix 1 for a detailed discussion of the background and physical setting as well as the regulatory setting for federal and California ambient air quality standards. The discussion below centers on the short- and long-term emissions as they relate to regional significance thresholds and localized significance thresholds. Background air quality is summarized in Appendix 1 and on Table III-1 provided in this section. In summary, peak daily construction activity emissions are estimated to be below South Coast Air Quality Management District (SCAQMD) CEQA thresholds without the need for added mitigation even if the most intensive construction activities for each individual construction phase were to overlap. However, because the South Coast Air Basin (SCAB) is in non-attainment for ozone and particulates (refer to the data below), mitigation has been added to this project to reduce emissions to the lowest reasonable level.

Air Quality Impact

*Background*

Placentia’s climate, as with all of Southern California, is largely dominated by the strength and position of the semi-permanent high-pressure center over the Pacific Ocean near Hawaii. It creates cool summers, mild winters, infrequent rainfall, it drives the refreshing daytime sea breeze, and it

maintains comfortable humidity's and ample sunshine. Unfortunately, the same atmospheric processes that create the desirable living climate combine to severely restrict the ability of the atmosphere to disperse the air pollution generated mainly by the large population attracted by the climate. Portions of the Los Angeles Basin, including northern Orange County, therefore, experience some of the worst air quality in the nation for certain pollution species.

Regional air quality is controlled by the location and strength of pollutant sources and by the winds and inversions that control the horizontal and vertical regional dispersion patterns. Winds near the project site, as monitored at the South Coast Air Quality Management District (SCAQMD) measurement station in Anaheim, display several characteristic regimes. During the day, especially in summer, winds are from the west and southwest at 7-9 miles per hour. At night, especially in winter, the land becomes cooler than the ocean and an offshore wind of 3-5 miles per hour develops. One other important wind regime occurs when a high-pressure center forms over the western United States and creates strong offshore winds. These winds are warmed and dried by air compression as they descend from the upper desert regions into the basin. These winds are accelerated through local canyons and create hot, dry, gusty Santa Ana's from the east and northeast across northern Orange and southern Los Angeles counties.

The low frequency of calms and adequate daytime ventilation speed typically do not allow for any daytime stagnation of air pollutants in the Placentia area. The moderate onshore breeze carries any locally generated emissions eastward toward the Chino Hills or across northern Orange County and then up Santa Ana or Carbon Canyons toward receptors in western San Bernardino and Riverside Counties. Any daytime air quality problems occur mainly when winds shift more into the northwest and the daytime clean sea breeze is replaced by airflow across substantial pollution generation areas of southwestern Los Angeles County. These winds bring occasional unhealthy smog levels across the project site during the summer and early fall. Wind at night drifting seaward across the air basin and off the nearby hills is much slower and does allow for localized stagnation of pollution, but the density of vehicular sources in the upwind area is generally low enough to minimize any major air pollution problems. Any air pollution episodes, if they occur, are, therefore, due mainly to pollutants transported into the area rather than any locally generated emissions.

In addition to winds that govern the horizontal rate and trajectory of any air pollutants, Southern California experiences several characteristic temperature inversions that control the vertical depth through which pollutants can be mixed. The daytime onshore flow of marine air is capped by a massive dome of warm air that acts like a giant lid over the basin. As the clean ocean air moves inland, pollutants are continually added from below without any dilution from above. As this layer slows down in inland valleys of the basin and undergoes photochemical transformations under abundant sunlight, it creates very unhealthy levels of smog (mainly ozone).

#### Ambient Air Quality Standards

In order to gauge the significance of the air quality impacts of the proposed project, those impacts, together with existing background air quality levels, must be compared to the applicable ambient air quality standards. These standards are the levels of air quality considered safe, with an adequate margin of safety, to protect the public health and welfare. They are designed to protect those people most susceptible to further respiratory distress such as asthmatics, the elderly, very young children, people already weakened by other disease or illness, and persons engaged in strenuous work or exercise, called "sensitive receptors." Healthy adults can tolerate occasional exposure to air pollutant concentrations considerably above these minimum standards before adverse effects are observed. Recent research has shown, however, that chronic exposure to ozone (the primary ingredient in photochemical smog) may lead to adverse respiratory health even at concentrations close to the ambient standard.

National AAQS were established in 1971 for six pollution species with states retaining the option to add other pollutants, require more stringent compliance, or to include different exposure periods.

The initial attainment deadline of 1977 was extended several times in air quality problem areas like Southern California. In 2003, the Environmental Protection Agency (EPA) adopted a rule, which extended and established a new attainment deadline for ozone for the year 2021. Because the State of California had established AAQS several years before the federal action and because of unique air quality problems introduced by the restrictive dispersion meteorology, there is considerable difference between state and national clean air standards. Those standards currently in effect in California are shown in Table III-1. Sources and health effects of various pollutants are shown in Table III-2.

The Federal Clean Air Act Amendments (CAAA) of 1990 required that the U.S. Environmental Protection Agency (EPA) review all national AAQS in light of currently known health effects. EPA was charged with modifying existing standards or promulgating new ones where appropriate. EPA subsequently developed standards for chronic ozone exposure (8+ hours per day) and for very small diameter particulate matter (called "PM-2.5"). New national AAQS were adopted in 1997 for these pollutants.

Planning and enforcement of the federal standards for PM-2.5 and for ozone (8-hour) were challenged by trucking and manufacturing organizations. In a unanimous decision, the U.S. Supreme Court ruled that EPA did not require specific congressional authorization to adopt national clean air standards. The Court also ruled that health-based standards did not require preparation of a cost-benefit analysis. The Court did find, however, that there was some inconsistency between existing and "new" standards in their required attainment schedules. Such attainment-planning schedule inconsistencies centered mainly on the 8-hour ozone standard. EPA subsequently agreed to downgrade the attainment designation for a large number of communities to "non-attainment" for the 8-hour ozone standard.

Evaluation of the most current data on the health effects of inhalation of fine particulate matter prompted the California Air Resources Board (ARB) to recommend adoption of the statewide PM-2.5 standard that is more stringent than the federal standard. This standard was adopted in 2002. The State PM-2.5 standard is more of a goal in that it does not have specific attainment planning requirements like a federal clean air standard, but only requires continued progress towards attainment.

Similarly, the ARB extensively evaluated health effects of ozone exposure. A new state standard for an 8-hour ozone exposure was adopted in 2005, which aligned with the exposure period for the federal 8-hour standard. The California 8-hour ozone standard of 0.07 ppm is more stringent than the federal 8-hour standard of 0.075 ppm. The state standard, however, does not have a specific attainment deadline. California air quality jurisdictions are required to make steady progress towards attaining state standards, but there are no hard deadlines or any consequences of non-attainment. During the same re-evaluation process, the ARB adopted an annual state standard for nitrogen dioxide (NO<sub>2</sub>) that is more stringent than the corresponding federal standard, and strengthened the state one-hour NO<sub>2</sub> standard.

As part of EPA's 2002 consent decree on clean air standards, a further review of airborne particulate matter (PM) and human health was initiated. A substantial modification of federal clean air standards for PM was promulgated in 2006. Standards for PM-2.5 were strengthened, a new class of PM in the 2.5 to 10 micron size was created, some PM-10 standards were revoked, and a distinction between rural and urban air quality was adopted. In December 2012, the federal annual standard for PM-2.5 was reduced from 15 µg/m<sup>3</sup> to 12 µg/m<sup>3</sup>, which matches the California AAQS. The severity of the basin's non-attainment status for PM-2.5 may be increased by this action and thus require accelerated planning for future PM-2.5 attainment.

**Table III-1  
AMBIENT AIR QUALITY STANDARDS**

Pollutant	Average Time	California Standards <sup>1</sup>		National Standards <sup>2</sup>		
		Concentration <sup>3</sup>	Method <sup>4</sup>	Primary <sup>3,5</sup>	Secondary <sup>3,6</sup>	Method <sup>7</sup>
Ozone (O3)	1 Hour	0.09 ppm (180 µg/m3)	Ultraviolet Photometry	–	Same as Primary Standard	Ultraviolet Photometry
	8 Hour	0.070 ppm (137 µg/m3)		0.075 ppm (147 µg/m3)		
Respirable Particulate Matter (PM10)	24 Hour	50 µg/m3	Gravimetric or Beta Attenuation	150 µg/m3	Same as Primary Standard	Inertial Separation and Gravimetric Analysis
	Annual Arithmetic Mean	20 µg/m3		–		
Fine Particulate Matter (PM2.5)	24 Hour	–	–	35 µg/m3	Same as Primary Standard	Inertial Separation and Gravimetric Analysis
	Annual Arithmetic Mean	12 µg/m3	Gravimetric or Beta Attenuation	15 µg/m3		
Carbon Monoxide (CO)	1 Hour	20 ppm (23 mg/m3)	Non-Dispersive Infrared Photometry (NDIR)	35 ppm (40 mg/m3)	–	Non-Dispersive Infrared Photometry (NDIR)
	8 Hour	9 ppm (10 mg/m3)		9 ppm (10 mg/m3)	–	
	8 Hour (Lake Tahoe)	6 ppm (7 g/m3)		–	–	
Nitrogen Dioxide (NO2) <sup>8</sup>	1 Hour	0.18 ppm (339 µg/m3)	Gas Phase Chemiluminescence	100 ppb (118 µg/m3)	–	Gas Phase Chemiluminescence
	Annual Arithmetic Mean	0.030 ppm (57 µg/m3)		0.053 ppm (100 µg/m3)	Same as Primary Standard	
Sulfur Dioxide (SO2) <sup>9</sup>	1 Hour	0.25 ppm (655 µg/m3)	Ultraviolet Fluorescence	75 ppb (196 µg/m3)	–	Ultraviolet Fluorescence; Spectrophotometry (Paraosaniline Method)
	3 Hour	–		–	0.5 ppm (1300 µg/m3)	
	24 Hour	0.04 ppm (105 µg/m3)		0.14 ppm (for certain areas) <sup>9</sup>	–	
	Annual Arithmetic Mean	–		0.030 ppm (for certain areas) <sup>9</sup>	–	
Lead <sup>8, 10, 11</sup>	30-Day Average	1.5 µg/m3	Atomic Absorption	–	–	–
	Calendar Quarter	–		1.5 µg/m3 (for certain areas) <sup>11</sup>	Same as Primary Standard	High Volume Sampler and Atomic Absorption
	Rolling 3-Month Avg	–		0.15 µg/m3)		
Visibility Reducing Particles <sup>12</sup>	8 Hour	See footnote 12	Beta Attenuation and Transmittance through Filter Tape	<b>No Federal Standards</b>		
Sulfates	24 Hour	25 µg/m3	Ion Chromatography			
Hydrogen Sulfide	1 Hour	0.03 ppm (42 µg/m3)	Ultraviolet Fluorescence			
Vinyl Chloride <sup>10</sup>	24 Hour	0.01 ppm (26 µg/m3)	Gas Chromatography			

1. California standards for ozone, carbon monoxide (except 8-hour Lake Tahoe), sulfur dioxide (1 and 24 hour), nitrogen dioxide, and particulate matter (PM10, PM2.5, and visibility reducing particles), are values that are not to be exceeded. All others are not to be equaled or exceeded. California ambient air quality standards are listed in the Table of Standards in Section 70200 of Title 17 of the California Code of Regulations.
2. National standards (other than ozone, particulate matter, and those based on annual arithmetic mean) are not to be exceeded more than once a year. The ozone standard is attained when the fourth highest 8-hour concentration measured at each site in a year, averaged over three years, is equal to or less than the standard. For PM10, the 24 hour standard is attained when the expected number of days per calendar year with a 24-hour average concentration above  $150 \mu\text{g}/\text{m}^3$  is equal to or less than one. For PM2.5, the 24 hour standard is attained when 98 percent of the daily concentrations, averaged over three years, are equal to or less than the standard. Contact the U.S. EPA for further clarification and current national policies.
3. Concentration expressed first in units in which it was promulgated. Equivalent units given in parentheses are based upon a reference temperature of  $25^\circ\text{C}$  and a reference pressure of 760 torr. Most measurements of air quality are to be corrected to a reference temperature of  $25^\circ\text{C}$  and a reference pressure of 760 torr; ppm in this table refers to ppm by volume, or micromoles of pollutant per mole of gas.
4. Any equivalent measurement method which can be shown to the satisfaction of the ARB to give equivalent results at or near the level of the air quality standard may be used.
5. National Primary Standards: The levels of air quality necessary, with an adequate margin of safety to protect the public health.
6. National Secondary Standards: The levels of air quality necessary to protect the public welfare from any known or anticipated adverse effects of a pollutant.
7. Reference method as described by the U.S. EPA. An "equivalent method" of measurement may be used but must have a "consistent relationship to the reference method" and must be approved by the U.S. EPA.
8. On October 1, 2015, the national 8-hour ozone primary and secondary standards were lowered from 0.075 to 0.070 ppm.
9. On December 14, 2012, the national annual PM2.5 primary standard was lowered from  $15 \mu\text{g}/\text{m}^3$  to  $12.0 \mu\text{g}/\text{m}^3$ . The existing national 24-hour PM2.5 standards (primary and secondary) were retained at  $35 \mu\text{g}/\text{m}^3$ , as was the annual secondary standard of  $15 \mu\text{g}/\text{m}^3$ . The existing 24-hour PM10 standards (primary and secondary) of  $150 \mu\text{g}/\text{m}^3$  also were retained. The form of the annual primary and secondary standards is the annual mean, averaged over 3 years.
10. To attain the 1-hour national standard, the 3-year average of the annual 98th percentile of the 1-hour daily maximum concentrations at each site must not exceed 100 ppb. Note that the national 1-hour standard is in units of parts per billion (ppb). California standards are in units of parts per million (ppm). To directly compare the national 1-hour standard to the California standards the units can be converted from ppb to ppm. In this case, the national standard of 100 ppb is identical to 0.100 ppm.
11. On June 2, 2010, a new 1-hour  $\text{SO}_2$  standard was established and the existing 24-hour and annual primary standards were revoked. To attain the 1-hour national standard, the 3-year average of the annual 99th percentile of the 1-hour daily maximum concentrations at each site must not exceed 75 ppb. The 1971  $\text{SO}_2$  national standards (24-hour and annual) remain in effect until one year after an area is designated for the 2010 standard, except that in areas designated nonattainment for the 1971 standards, the 1971 standards remain in effect until implementation plans to attain or maintain the 2010 standards are approved.  
Note that the 1-hour national standard is in units of parts per billion (ppb). California standards are in units of parts per million (ppm). To directly compare the 1-hour national standard to the California standard the units can be converted to ppm. In this case, the national standard of 75 ppb is identical to 0.075 ppm.
12. The ARB has identified lead and vinyl chloride as 'toxic air contaminants' with no threshold level of exposure for adverse health effects determined. These actions allow for the implementation of control measures at levels below the ambient concentrations specified for these pollutants.
13. The national standard for lead was revised on October 15, 2008 to a rolling 3-month average. The 1978 lead standard ( $1.5 \mu\text{g}/\text{m}^3$  as a quarterly average) remains in effect until one year after an area is designated for the 2008 standard, except that in areas designated nonattainment for the 1978 standard, the 1978 standard remains in effect until implementation plans to attain or maintain the 2008 standard are approved.
14. In 1989, the ARB converted both the general statewide 10-mile visibility standard and the Lake Tahoe 30-mile visibility standard to instrumental equivalents, which are "extinction of 0.23 per kilometer" and "extinction of 0.07 per kilometer" for the statewide and Lake Tahoe Air Basin standards, respectively.

For more information please call ARB-PIO at (916) 322-2990

California Air Resources Board (10/1/15)

**Table III-2  
HEALTH EFFECTS OF MAJOR CRITERIA POLLUTANTS**

<b>Pollutants</b>	<b>Sources</b>	<b>Primary Effects</b>
Carbon Monoxide (CO)	<ul style="list-style-type: none"> <li>• Incomplete combustion of fuels and other carbon-containing substances, such as motor exhaust.</li> <li>• Natural events, such as decomposition of organic matter.</li> </ul>	<ul style="list-style-type: none"> <li>• Reduced tolerance for exercise.</li> <li>• Impairment of mental function.</li> <li>• Impairment of fetal development.</li> <li>• Death at high levels of exposure.</li> <li>• Aggravation of some heart diseases (angina).</li> </ul>
Nitrogen Dioxide (NO <sub>2</sub> )	<ul style="list-style-type: none"> <li>• Motor vehicle exhaust.</li> <li>• High temperature stationary combustion.</li> <li>• Atmospheric reactions.</li> </ul>	<ul style="list-style-type: none"> <li>• Aggravation of respiratory illness.</li> <li>• Reduced visibility.</li> <li>• Reduced plant growth.</li> <li>• Formation of acid rain.</li> </ul>
Ozone (O <sub>3</sub> )	<ul style="list-style-type: none"> <li>• Atmospheric reaction of organic gases with nitrogen oxides in sunlight.</li> </ul>	<ul style="list-style-type: none"> <li>• Aggravation of respiratory and cardiovascular diseases.</li> <li>• Irritation of eyes.</li> <li>• Impairment of cardiopulmonary function.</li> <li>• Plant leaf injury.</li> </ul>
Lead (Pb)	<ul style="list-style-type: none"> <li>• Contaminated soil.</li> </ul>	<ul style="list-style-type: none"> <li>• Impairment of blood function and nerve construction.</li> <li>• Behavioral and hearing problems in children.</li> </ul>
Fine Particulate Matter (PM-10)	<ul style="list-style-type: none"> <li>• Stationary combustion of solid fuels.</li> <li>• Construction activities.</li> <li>• Industrial processes.</li> <li>• Atmospheric chemical reactions.</li> </ul>	<ul style="list-style-type: none"> <li>• Reduced lung function.</li> <li>• Aggravation of the effects of gaseous pollutants.</li> <li>• Aggravation of respiratory and cardio respiratory diseases.</li> <li>• Increased cough and chest discomfort.</li> <li>• Soiling.</li> <li>• Reduced visibility.</li> </ul>
Fine Particulate Matter (PM-2.5)	<ul style="list-style-type: none"> <li>• Fuel combustion in motor vehicles, equipment, and industrial sources.</li> <li>• Residential and agricultural burning.</li> <li>• Industrial processes.</li> <li>• Also, formed from photochemical reactions of other pollutants, including NO<sub>x</sub>, sulfur oxides, and organics.</li> </ul>	<ul style="list-style-type: none"> <li>• Increases respiratory disease.</li> <li>• Lung damage.</li> <li>• Cancer and premature death.</li> <li>• Reduces visibility and results in surface soiling.</li> </ul>
Sulfur Dioxide (SO <sub>2</sub> )	<ul style="list-style-type: none"> <li>• Combustion of sulfur-containing fossil fuels.</li> <li>• Smelting of sulfur-bearing metal ores.</li> <li>• Industrial processes.</li> </ul>	<ul style="list-style-type: none"> <li>• Aggravation of respiratory diseases (asthma, emphysema).</li> <li>• Reduced lung function.</li> <li>• Irritation of eyes.</li> <li>• Reduced visibility.</li> <li>• Plant injury.</li> <li>• Deterioration of metals, textiles, leather, finishes, coatings, etc.</li> </ul>

Source: California Air Resources Board, 2002.

In response to continuing evidence that ozone exposure at levels just meeting federal clean air standards is demonstrably unhealthful, EPA had proposed a further strengthening of the 8-hour standard. A new 8-hour ozone standard was adopted in 2015 after extensive analysis and public input. The adopted national 8-hour ozone standard is 0.07 ppm, which matches the current California standard. It will require three years of ambient data collection, and then 2 years of non-attainment findings and planning protocol adoption, then several years of plan development and approval. Final air quality plans for the new standard are likely to be adopted around 2022. Ultimate attainment of the new standard in ozone problem areas such as Southern California might be after 2030.

In 2010 a new federal one-hour primary standard for nitrogen dioxide (NO<sub>2</sub>) was adopted. This standard is more stringent than the existing state standard. Based upon air quality monitoring data in the South Coast Air Basin, the California Air Resources Board has requested the EPA to designate the basin as being in attainment for this standard. The federal standard for sulfur dioxide (SO<sub>2</sub>) was also recently revised. However, with minimal combustion of coal and mandatory use of low sulfur fuels in California, SO<sub>2</sub> is typically not a problem pollutant.

#### Baseline Air Quality

Existing and probable future levels of air quality around the project area can best be best inferred from ambient air quality measurements conducted by the SCAQMD at the Anaheim monitoring station. This station measures both regional pollution levels such as smog, as well as primary vehicular pollution levels near busy roadways such as carbon monoxide and nitrogen oxides. Pollutants such as particulates (PM-10 and PM-2.5) are also monitored at Anaheim. Table III-3 is a 6-year summary of monitoring data for the major air pollutants compiled from this air monitoring station. From this data the following conclusions regarding air quality trends can be drawn:

- a. Photochemical smog (ozone) levels occasionally exceed standards. All state and federal ozone standards have been exceeded 1 percent or less of all days in the past six years. Measurements from more recent years demonstrate progressively improved ozone levels in the area except perhaps for some temporary "backsliding" in 2014. While ozone levels are still occasionally elevated, they are much lower than 10 to 20 years ago.
- b. Respirable dust (PM-10) levels occasionally exceed the state standard on approximately two percent of measured days. The less stringent federal PM-10 standard has not been exceeded in the last six years.
- c. The federal ultra-fine particulate (PM-2.5) standard of 35 µg/m<sup>3</sup> has been exceeded on less than one percent of measurement days in the last six years.
- d. More localized pollutants such as carbon monoxide, nitrogen oxides, etc. are very low near the project site. There is substantial excess dispersive capacity to accommodate localized vehicular air pollutants such as NO<sub>x</sub> or CO without any threat of violating applicable AAQS. Data from a recent "near roadway" monitoring study directly along the I-5 shoulder (<50 feet) in Anaheim showed noticeably elevated levels of NO<sub>x</sub> and CO, but even at this close distance federal clean air standards were not exceeded.

Although complete attainment of every clean air standard is not yet imminent, extrapolation of the steady improvement trend suggests that such attainment could occur within the reasonably near future.

**Table III-3  
 AIR QUALITY MONITORING SUMMARY (2009-2014)  
 (NUMBER OF DAYS STANDARDS WERE EXCEEDED, AND MAXIMUM LEVELS DURING SUCH VIOLATIONS)  
 (ENTRIES SHOWN AS RATIOS = SAMPLES EXCEEDING STANDARD/SAMPLES TAKEN)**

Pollutant/Standard	2009	2010	2011	2012	2013	2014
<b>Ozone</b>						
1-Hour > 0.09 ppm (S)	0	1	0	0	0	2
8-Hour > 0.07 ppm (S)	2	1	1	0	0	6
8- Hour > 0.075 ppm (F)	1	1	0	0	0	4
Max. 1-Hour Conc. (ppm)	0.093	0.104	0.088	0.079	0.084	0.111
Max. 8-Hour Conc. (ppm)	0.077	0.088	0.072	0.067	0.070	0.081
<b>Carbon Monoxide</b>						
8- Hour > 9. ppm (S,F)	0	0	0	0	0	0
Max 8-hour Conc. (ppm)	2.7	2.0	2.1	2.3	2.6	2.1
<b>Nitrogen Dioxide</b>						
1-Hour > 0.18 ppm (S)	0	0	0	0	0	0
Max. 1-Hour Conc. (ppm)	0.068	0.073	0.074	0.067	0.082	0.076
<b>Inhalable Particulates (PM-10)</b>						
24-hour > 50 µg/m <sup>3</sup> (S)	1/56	0/57	2/57	0/61	1/59	2/61
24-hour > 150 µg/m <sup>3</sup> (F)	0/56	0/57	0/57	0/61	0/59	0/61
Max. 24-Hr. Conc. (µg/m <sup>3</sup> )	62.	43.	53.	48.	77.	85.
<b>Ultra-Fine Particulates (PM-2.5)</b>						
24-Hour > 35 µg/m <sup>3</sup> (F)	4/334	0/331	2/352	4/347	1/331	6/334
Max. 24-Hr. Conc. (µg/m <sup>3</sup> )	64.5	31.7	39.2	50.1	37.8	56.2

Source: South Coast AQMD Air Monitoring Station Data Summary, Anaheim Station (3176)

Standards or Thresholds of Significance

Air quality impacts are considered "significant" if they cause clean air standards to be violated where they are currently met, or if they "substantially" contribute to an existing violation of standards. Any substantial emissions of air contaminants for which there is no safe exposure, or nuisance emissions such as dust or odors, would also be considered a significant impact.

Appendix G of the California CEQA Guidelines offers the following five tests of air quality impact significance. A project would have a potentially significant impact if it:

- a. Conflicts with or obstructs implementation of the applicable air quality plan.
- b. Violates any air quality standard or contributes substantially to an existing or projected air quality violation.
- c. Results in a cumulatively considerable net increase of any criteria pollutants for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors).

- d. Exposes sensitive receptors to substantial pollutant concentrations.
- e. Creates objectionable odors affecting a substantial number of people.

*Primary Pollutants*

Air quality impacts generally occur on two scales of motion. Near an individual source of emissions or a collection of sources such as a crowded intersection or parking lot, levels of those pollutants that are emitted in their already unhealthful form will be highest. Carbon monoxide (CO) is an example of such a pollutant. Primary pollutant impacts can generally be evaluated directly in comparison to appropriate clean air standards. Violations of these standards where they are currently met, or a measurable worsening of an existing or future violation, would be considered a significant impact. Many particulates, especially fugitive dust emissions, are also primary pollutants. Because of the non-attainment status of the South Coast Air Basin (SCAB) for PM-10, an aggressive dust control program is required to control fugitive dust during project construction.

*Secondary Pollutants*

Many pollutants, however, require time to transform from a more benign form to a more unhealthful contaminant. Their impact occurs regionally far from the source. Their incremental regional impact is minute on an individual basis and cannot be quantified except through complex photochemical computer models. Analysis of significance of such emissions is based upon a specified amount of emissions (pounds, tons, etc.) even though there is no way to translate those emissions directly into a corresponding ambient air quality impact.

Because of the chemical complexity of primary versus secondary pollutants, the SCAQMD has designated significant emissions levels as surrogates for evaluating regional air quality impact significance independent of chemical transformation processes. Projects with daily emissions that exceed any of the following emission thresholds are recommended by the SCAQMD to be considered significant under CEQA guidelines. These daily emissions thresholds are included in Table III-4).

**Table III-4  
DAILY EMISSIONS THRESHOLDS**

<b>Pollutant</b>	<b>Construction</b>	<b>Operations</b>
ROG	75	55
NOx	100	55
CO	550	550
PM-10	150	150
PM-2.5	55	55
SOx	150	150
Lead	3	3

Source: SCAQMD CEQA Air Quality Handbook, November, 1993 Rev.

*Additional Indicators*

In its CEQA Handbook, the SCAQMD also states that additional indicators should be used as screening criteria to determine the need for further analysis with respect to air quality. The additional indicators are as follows:

- Project could interfere with the attainment of the federal or state ambient air quality standards by either violating or contributing to an existing or projected air quality violation
- Project could result in population increases within the regional statistical area which would be in excess of that projected in the AQMP and in other than planned locations for the project's build-out year.
- Project could generate vehicle trips that cause a CO hot spot.

#### Conflict or Obstruct With Adopted AQMP

Criteria for determining consistency with the AQMP are defined in Chapter 12, Section 12.2 and Section 12.3 of the SCAQMD's CEQA Air Quality Handbook (1993) (21). These indicators are discussed below:

- Consistency Criterion No. 1: The proposed project will not result in an increase in the frequency or severity of existing air quality violations or cause or contribute to new violations, or delay the timely attainment of air quality standards or the interim emissions reductions specified in the AQMP.

#### Construction Impacts

The violations that Consistency Criterion No. 1 refers to are the CAAQS and NAAQS. CAAQS and NAAQS violations would occur if localized significance thresholds (LSTs) were exceeded. As evaluated as part of the Project LST analysis (presented below), the project's localized construction-source emissions would not exceed the applicable LSTs, and a less than significant impact for increased air quality violations will result.

#### Operational Impacts

The project regional analysis demonstrates that Project operational-source emissions would not exceed the applicable LSTs, and would therefore not result in or cause violations of the CAAQS and NAAQS.

On the basis of the preceding discussion, the Project is consistent with the first criterion.

- Consistency Criterion No. 2: The Project will not exceed the assumptions in the AQMP based on the years of Project build-out phase.

The 2012 AQMP demonstrates that the applicable ambient air quality standards can be achieved within the timeframes required under federal law. Growth projections from local general plans adopted by cities in the district are provided to the Southern California Association of Governments (SCAG), which develops regional growth forecasts, which are then used to develop future air quality forecasts for the AQMP. This project includes a General Plan Amendment which will change the use from industrial to high density residential. Based on the size of the of this project (50 units) when compared to industrial uses for the project area and the reduced trip generation due to the type of units, the potential for the proposed project to exceed assumptions in the AQMP are less than significant as the proposed use is less intense than that allowed under the existing General Plan land use designation.

#### Construction Activity Impacts

CalEEMod was developed by the SCAQMD to provide a model by which to calculate both construction emissions and operational emissions from a variety of land use projects. It calculates both the daily maximum and annual average emissions for criteria pollutants as well as total or annual greenhouse gas (GHG) emissions.

Although exhaust emissions will result from on and off-site equipment, the exact types and numbers of equipment will vary among contractors such that such emissions cannot be quantified with certainty. Estimated construction emissions were modeled using CalEEMod2013.2.2 to identify maximum daily emissions for each pollutant during project construction. The proposed project entails construction of 50 apartments and a 65-space parking area. Construction was modeled in CalEEMod2013.2.2 using default construction equipment (refer to Table III-5) and schedule for a project of this size.

**Table III-5  
 CONSTRUCTION ACTIVITY EQUIPMENT FLEET**

Phase Name and Duration	Equipment
Grading (4 days)	1 Grader
	1 Dozer
	1 Loader/Backhoe
Construction (200 days)	1 Crane
	1 Loader/Backhoe
	1 Generator Set
	1 Forklift
	3 Welders
Paving (10 days)	1 Paver
	1 Paving Equipment
	1 Cement Mixer
	1 Loader/Backhoe
	1 Roller

Utilizing this indicated equipment fleet and durations shown in Table III-5 the following worst case daily construction emissions are calculated by CalEEMod and are listed in Table III-6. Although a 15-month construction schedule is anticipated, all heavy equipment operations have been compressed into a single construction year shown in Table III-6 as a worst case assumption.

**Table III-6  
 CONSTRUCTION ACTIVITY EMISSIONS  
 MAXIMUM DAILY EMISSIONS (POUNDS/DAY)**

Maximal Construction Emissions	ROG	NOx	CO	SO <sub>2</sub>	PM-10	PM-2.5
<b>2017</b>	41.3	20.1	18.0	0.0	6.1	3.5
SCAQMD Thresholds	75	100	550	150	150	55

Peak daily construction activity emissions are estimated to be below SCAQMD CEQA thresholds without the need for any added mitigation. Therefore, potential construction-related impacts are less than significant for both violation of any standards and from a cumulative impact standpoint. Note that because the SCAB is in non-attainment for ozone and particulates, mitigation to reduce emissions to the extent feasible are still incorporated into this analysis.

Construction equipment exhaust contains carcinogenic compounds within the diesel exhaust particulates. The toxicity of diesel exhaust is evaluated relative to a 24-hour per day, 365 days per year, 70-year lifetime exposure. The SCAQMD does not generally require the analysis of

construction-related diesel emissions relative to health risk due to the short period for which the majority of diesel exhaust would occur. Health risk analyses are typically assessed over a 9-, 30-, or 70-year timeframe and not over a relatively brief construction period due to the lack of health risk associated with such a brief exposure.

Localized Significance Thresholds

The SCAQMD has developed analysis parameters to evaluate ambient air quality on a local level in addition to the more regional emissions-based thresholds of significance. These analysis elements are called Localized Significance Thresholds (LSTs). LSTs were developed in response to Governing Board's Environmental Justice Enhancement Initiative 1-4 and the LST methodology was provisionally adopted in October 2003 and formally approved by SCAQMD's Mobile Source Committee in February 2005.

Use of an LST analysis for a project is optional. For the proposed project, the primary source of possible LST impact would be during construction. LSTs are applicable for a sensitive receptor where it is possible that an individual could remain for 24 hours such as a residence, hospital or convalescent facility.

LSTs are only applicable to the following criteria pollutants: oxides of nitrogen (NOx), carbon monoxide (CO), and particulate matter (PM-10 and PM-2.5). LSTs represent the maximum emissions from a project that are not expected to cause or contribute to an exceedance of the most stringent applicable federal or state ambient air quality standard, and are developed based on the ambient concentrations of that pollutant for each source receptor area and distance to the nearest sensitive receptor.

LST screening tables are available for 25, 50, 100, 200 and 500 meter source-receptor distances. For this project the nearest sensitive receptors are the residential uses to the north, across Orangethorpe Avenue, and are 250 feet from the edge of the site. Therefore, the approximate 75 meter distance was interpolated using thresholds for the 50 meter and 100 meter distances.

The SCAQMD has issued guidance on applying CalEEMod to LSTs. LST pollutant screening level concentration data is currently published for various size sites as well as varying distances. For this project, the most conservative threshold for a one acre site was used. The thresholds and project-related emissions based on the one-acre site are presented in Table III-7.

**Table III-7  
 LST AND PROJECT EMISSIONS (POUNDS/DAY)**

<b>LST 1 acre/75 meters N Orange County</b>	<b>CO</b>	<b>NOx</b>	<b>PM-10</b>	<b>PM-2.5</b>
<b>LST Thresholds</b>	850	113	17	7
<b>Max On-Site Emissions</b>	18	20	6	4

CalEEMod Output in Appendix

LSTs were compared to the maximum daily construction activities. As seen above, emissions will meet the LST for construction thresholds without the application of additional mitigation. LST impacts or impacts to sensitive receptors are less than significant.

Operational Impacts

Operational emissions were calculated using CalEEMod2013.2.2 for an assumed project build-out year of 2018 as a target for full occupancy. The project would generate 330 weekday daily trips using default trip generation data found in CalEEMod. Note that due to the type of project, daily trip

generation is much less than the model forecast (135 trips per day) which makes the emission forecast very conservative (overpredictive). In addition to mobile sources from vehicles, general development causes smaller amounts of "area source" air pollution to be generated from on-site energy consumption (primarily landscaping) and from off-site electrical generation (lighting). These sources represent a minimal percentage of the total project NOx and CO burdens, and a few percent other pollutants. The inclusion of such emissions adds negligibly to the total significant project-related emissions burden as shown in Table III-8.

**Table III-8  
 DAILY OPERATIONAL IMPACTS**

Source	Operational Emissions (lbs/day)					
	ROG	NOx	CO	SO <sub>2</sub>	PM-10	PM-2.5
Area	14.9	0.4	29.3	0.0	3.8	3.8
Energy	0.0	0.1	0.0	0.0	0.0	0.0
Mobile	1.1	3.4	13.8	0.0	2.6	0.7
<b>Total</b>	<b>16.0</b>	<b>3.9</b>	<b>43.1</b>	<b>0.1</b>	<b>6.4</b>	<b>4.5</b>
SCAQMD Threshold	55	55	550	150	150	55
Exceeds Threshold?	No	No	No	No	No	No

Source: CalEEMod2013.2.2 Output in Appendix

As seen in Table III-8 the project would not cause any operational emissions to exceed their respective SCAQMD CEQA significance thresholds. Operational emission impacts are judged to be less than significant, because the project will not cause a violation of an air quality standard; will not contribute a cumulatively considerable volume of emissions; and will not cause a significant effect on sensitive receptors. No mitigation for operational activity emissions is required.

The following mitigation measures shall be implemented as Best Available Control Measures (BACMs) under SCAQMD Rule 403 during the construction phase of the project.

**III-1 Fugitive Dust Control: The following measures shall be incorporated into Project plans and specifications for implementation:**

- **Apply soil stabilizers or moisten inactive areas.**
- **Water exposed surfaces as needed to avoid visible dust leaving the construction site (typically 2-3 times/day).**
- **Cover all stock piles with tarps at the end of each day or as needed.**
- **Provide water spray during loading and unloading of earthen materials.**
- **Minimize in-out traffic from construction zone.**
- **Cover all trucks hauling dirt, sand, or loose material and require all trucks to maintain at least two feet of freeboard.**
- **Sweep streets daily if visible soil material is carried out from the construction site.**

Similarly, ozone precursor emissions (ROG and NOx) are calculated to be below SCAQMD CEQA thresholds. However, because of the regional non-attainment for photochemical smog, the use of reasonably available control measures for diesel exhaust during grading and construction will also be required. The following mitigation, therefore, shall be implemented:

**III-2 Exhaust Emissions Control: The following measures shall be incorporated into Project plans and specifications for implementation:**

- **Utilize well-tuned off-road construction equipment.**
- **Establish a preference for contractors using Tier 3 or better heavy equipment.**
- **Enforce 5-minute idling limits for both on-road trucks and off-road equipment.**

**Diesel Particulate Matter Health Risk**

With regard to exposure of the structure and future residents to health risks from the train operations on the adjacent railroad tracks (115 feet from the tracks), the project does not have any habitable space that faces the railroad tracks. A variety of health risk assessments (HRAs) have been conducted for placing sensitive receivers such as new homes close to individual tracks. While the health risk in terms of an increased cancer probability is not as great near a given set of tracks as near an entire rail yard, such a risk is not negligible.

An HRA conducted at the fence-line of the UPRR tracks in Ontario for the Guasti General Plan calculated an individual excess cancer probability due to diesel particulate matter (DPM) of 265 in a million from 42 daily freight trains passing the site (the proposed project is at 50 trains per day). The study used the standard conservative assumptions that each receptor would stand at a single location at the fence-line for the next 70 years without ever leaving that spot. It also assumed that no improvements in train exhaust emissions would occur for 70 years.

Interior DPM exposure is less than outside as dust settles on furniture, carpets, drapes, etc. With a reasonable assumption as to the fraction of time the average person spends inside or is completely away from home, rail proximity health risk impact is less-than-significant with mitigation. To support this conclusion, the following prudent protection measures are recommended for minimizing DPM exposure to future project residents both inside and outside their homes. These measures include:

**III-3 Occupancy Emissions**  
***Operational emissions are not anticipated to exceed their respective SCAQMD significance thresholds with application of the following measure:***

- **Utilize SCAQMD approved Rule 445 devices rather than wood burning fireplaces for any residential use.**
- **All residential living areas shall be equipped with air filtration systems operating under positive pressure rated at MERV 13 or higher.**
- **Replacement filters shall be made available through the apartment management for the project.**

With implementation of these measures the potential health risk to sensitive receptors will be controlled to a less than significant impact level.

**Odors**

**Less Than Significant Impact** – Heavy-duty equipment in the proposed project area during construction will emit odors; however, the construction activity would cease to occur after a short period of time and diesel odors are common in the environment, particularly adjacent to the railroad tracks. Land uses generally associated with odor complaints include:

- Agricultural uses (livestock and farming)
- Wastewater treatment plants

- Food processing plants
- Chemical plants
- Composting operations
- Refineries
- Landfills
- Dairies
- Fiberglass molding facilities

The proposed project does not propose any such uses or activities that would result in potentially significant operational-source odor impacts. Potential sources of operational odors generated by the project would include disposal of miscellaneous municipal refuse. Consistent with City requirements, all project-generated refuse would be stored in covered containers and removed at regular intervals in compliance with solid waste regulations, thereby precluding substantial generation of odors due to temporary holding of refuse on-site. Moreover, SCAQMD Rule 402 acts to prevent occurrences of odor nuisances. No other sources of objectionable odors have been identified for the proposed project, and the impact from diesel odors is not forecast to result in a significant odor impact at the project location.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
<b>IV. BIOLOGICAL RESOURCES:</b> Would the project:				
a) 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>X</b>
b) 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?				<b>X</b>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				<b>X</b>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				<b>X</b>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				<b>X</b>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				<b>X</b>

**SUBSTANTIATION:** The following information utilized in this section of the Initial Study was obtained from the U.S. Fish and Wildlife Service IPaC Trust Resources Report generated on July 6, 2016, pertaining to the Veteran's Village project area only, which is provided as Appendix 2 to this document.

- a. *No Impact* – The Veteran's Village project site and surrounding area are urbanized, and the site itself contains no natural habitat and no potential to support any species identified as a candidate, sensitive or special status species. With no habitat or species of concern located within the project area, the implementation of the Veteran's Village Project has no potential for impact to any native biological resources. No impacts are anticipated.

- b. *No Impact* – The project site and surrounding area do not contain any riparian habitat or other sensitive natural community resources. Therefore, no adverse impact to riparian habitat or any native biological resources would occur from implementing the proposed project.
- c. *No Impact* – According to the IPaC Trust Resources Report (Appendix 2), the project site does not contain any wetlands as defined by Section 404 of the Clean Water Act, or any other sensitive natural community resource. Though the IPaC Trust Resources Report states that wetlands do occur in the area, in the form of riverine habitat, this is due to the Atwood Flood Control Channel to the south of the project site. No impacts to this channel would occur with the implementation of the proposed project. No impacts are anticipated.
- d. *No Impact* – As indicated previously, the site and environs are completely urbanized; no large areas of open space exist in the immediate project area that would facilitate wildlife movement. Furthermore, wildlife movement would be constrained by the existing arterial roadway system in the project area as well as the intensive development. Therefore, with no native habitat, and no wildlife corridors that traverse the project site, implementation of the proposed project has no potential to interfere with the movement of native animals of any kind, or to impede the use of any native wildlife nursery sites. No impacts to wildlife movement would occur as a result of project implementation.
- e. *No Impact* – The project area does not contain any native plants, including trees. Random trees occur on the outskirts of the property, but these non-native species that are not covered by local policies or ordinances. Therefore, the proposed project does not have a potential to conflict with any policies or ordinances that protect native biological resources. No impacts will occur as a result of project implementation.
- f. *No Impact* – The Veteran's Village project site and surrounding area are not covered by an adopted Habitat Conservation Plan (HCP) or Natural Community Conservation Plan (NCCP), and there are no other adopted plans to protect native habitats or natural communities that affect the project site. Therefore, the proposed project does not have a potential conflict with any such plans. No impacts will occur.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
<b>V. CULTURAL RESOURCES:</b> Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in '15064.5?		<b>X</b>		
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to '15064.5?		<b>X</b>		
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		<b>X</b>		
d) Disturb any human remains, including those interred outside of formal cemeteries?			<b>X</b>	
e) Cause a substantial adverse change in the significance of a tribal cultural resource pursuant to AB 52?				<b>X</b>

**SUBSTANTIATION:** A cultural resources report has been prepared to evaluate the potential for cultural resources to occur within the project area of potential effect. This report was prepared by CRM TECH on September 8, 2016 and is titled: "Historical/Archaeological Resources Records Check Veteran's Village Project." The following information is abstracted from Appendix 3:

**Background**

The records search was conducted on July 25, 2016, by CRM TECH archaeologist Nina Gallardo, B.A., at the South Central Coastal Information Center (SCCIC), California State University, Fullerton. During the records search, Gallardo examined maps and records on file at the SCCIC for previously identified historical/ archaeological resources in or near the APE and existing cultural resources reports pertaining to the vicinity. Previously identified historical/archaeological resources include properties designated as California Historical Landmarks or Points of Historical Interest as well as those listed in the National Register of Historic Places, the California Register of Historical Resources, or the California Historical Resources Inventory.

The results of the records search indicate that the APE was included in a 2002 survey of historic-period buildings in the City of Placentia (Antram et al. 2002), but there is no evidence that the APE has been surveyed systematically for potential archaeological resources. No historical/archaeological resources were previously recorded within or adjacent to the APE. Outside the APE but within a one-mile radius, SCCIC records show at least 28 other previous cultural resources studies covering various tracts of land and linear features. As a result, two prehistoric—i.e., Native American—archaeological sites and 40 historic-period buildings have been recorded within the scope of the records search.

Both of the archaeological sites consisted of scattered prehistoric artifacts, mainly groundstone tools, found in the 1970s. The closer of the two, 30-000593 (CA-ORA-593), was recorded as a surface scatter of manos, stone bowl fragments, metate fragments, and a steatite pipe stem found in an orange grove approximately 0.3 mile northeast of the project location. The 40 historic-period buildings were mostly

single-family residences. None of these recorded cultural resources was found in the immediate vicinity of the APE, and thus none of them requires further consideration in connection to this project.

The APE has remained undeveloped but was periodically cleared (NETR Online 1972-2012; Google Earth 1994-2016). It was briefly used as a vehicle yard around 2002-2003, and no other activities were evident on the property (NETR Online 2002-2012; Google Earth 2002-2016).

In summary, sources consulted during this study indicate that no cultural resources were previously identified within or adjacent to the APE, but that the APE has not been surveyed systematically and intensively in the past, especially for potential archaeological resources. Based on the sources consulted during this study, the APE does not contain any built-environment feature of historical origin despite the presence of linear features just outside the project boundaries. Furthermore, in light of its land use history and the extensive ground disturbances in the past, the APE appears to be relatively low in sensitivity for potentially significant archaeological resources.

a&b. *Less Than Significant Impact With Mitigation Incorporated* – CEQA establishes that "a project that may cause a substantial adverse change in the significance of a historical resource is a project that may have a significant effect on the environment" (PRC §21084.1). "Substantial adverse change," according to PRC §5020.1(q), "means demolition, destruction, relocation, or alteration such that the significance of a historical resource would be impaired."

Per the above discussion and definition, no historical or archaeological sites or isolates were recorded within the Project boundaries; thus, none of them requires further consideration during this study.

In light of this information and pursuant to PRC §21084.1, the following conclusions have been reached for the Project:

- No historical resources within or adjacent to the Project area have any potential to be disturbed as they are not within the proposed area in which the facilities will be constructed and developed, and thus, the Project as it is currently proposed will not cause a substantial adverse change to any known historical resources.
- No further cultural resources investigation is necessary for the proposed project unless construction plans undergo such changes as to include areas not covered by this study.

However, if buried cultural materials are discovered during any earth-moving operations associated with the Project, the following mitigation measure shall be implemented:

**V-1 *Should any cultural resources be encountered during construction of these facilities, earthmoving or grading activities in the immediate area of the finds shall be halted and an onsite inspection shall be performed immediately by a qualified archaeologist. Responsibility for making this determination shall be with the City onsite inspector. The archaeological professional shall assess the find, determine its significance, and make recommendations for appropriate mitigation measures within the guidelines of the California Environmental Quality Act.***

With the above contingency mitigation incorporation, potential for impact to cultural resources will be reduced to a less than significant level. No additional mitigation is required.

- c. *Less Than Significant Impact With Mitigation Incorporated* – The potential for discovering paleontological resources during development of the Project is considered highly unlikely based on the fact that the site has been previously engineered and disturbed at depth. No unique geologic features are known or suspected to occur on or beneath the sites. However, because the Project has not been surveyed in recent history, and the fact that these resources are located beneath the

surface and can only be discovered as a result of ground disturbance activities; therefore, the following measure shall be implemented:

**V-2** *Should any paleontological resources be encountered during construction of these facilities, earthmoving or grading activities in the immediate area of the finds shall be halted and an onsite inspection should be performed immediately by a qualified paleontologist. Responsibility for making this determination shall be with the City onsite inspector. The paleontological professional shall assess the find, determine its significance, and make recommendations for appropriate mitigation measures within the guidelines of the California Environmental Quality Act.*

With incorporation of this contingency mitigation, the potential for impact to paleontological resources will be reduced to a less than significant level. No additional mitigation is required.

- d. *Less Than Significant Impact* – As noted in the discussion above, no available information suggests that human remains may occur within the APE and the potential for such an occurrence is considered very low. State law (Section 7050.5 of the Health and Safety Code) as well as local laws requires that the Police Department, County Sheriff and Coroner's Office receive notification if human remains are encountered. Compliance with these laws is considered adequate mitigation for potential impacts and no further mitigation is required.
- e. *No Impact* – The City distributed letters to Native American tribes that requested consultation and no responses were received. Therefore, no adverse change in any tribal cultural resources is anticipated.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
<b>VI. GEOLOGY AND SOILS:</b> Would the project:				
a) Expose people or structures to 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? Refer to Division of Mines and Geology Special Publication 42.				X
§ Strong seismic ground shaking?			X	
§ Seismic-related ground failure, including liquefaction?			X	
§ Landslides?				X
b) Result in substantial soil erosion or the loss of topsoil?		X		
c) 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 onsite or offsite landslide, lateral spreading, subsidence, liquefaction or collapse?		X		
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X	
e) 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?				X

**SUBSTANTIATION**

a. Ground Rupture

*No Impact* – According to the Draft General Plan Safety Element, the City of Placentia does not have any active faults located within its boundary, this is shown on the Fault Map obtained from the United States Geological Survey (Figure VI-1). Based on the information in the Placentia General Plan, the potential ground rupture is considered to be low; therefore, future residents and employees of the Veteran's Village will not be subject to rupture from a known earthquake fault. And potential impacts are deemed to be less than significant; no mitigation measures are required.

### Strong Seismic Ground Shaking

*Less Than Significant Impact* – The City of Placentia Draft General Plan Safety Element indicates that the City is exposed to moderate to severe seismic shaking. Some degree of structural damage could occur due to stronger seismic shaking. However, the risk can be reduced through adherence to seismic design codes in the California Building Code, 2013. Since this is a General Plan policy, and therefore mandatory, no mitigation is required in order to minimize impacts to the proposed Veteran's Village from ground shaking.

### Seismic-Related Ground Failure Including Liquefaction

*Less Than Significant Impact* – The Draft General Plan Safety Element indicates that portions of the City are exposed to limited liquefaction hazards. The State of California Seismic Hazard Zones, Orange Quadrangle shows that the proposed project site is located within an area with historic occurrences of liquefaction (Figure VI-2). Some degree of structural damage may occur due to potential liquefaction within the project area. The City's building codes require structures in liquefaction areas to be designed to withstand the potential impacts that could be caused by liquefaction. Since this is a building code requirement, and is therefore mandatory, no mitigation is required to minimize future impacts to structures from liquefaction hazard.

### Landslides

*No Impact* – The project area does not have substantial slopes or hills located within its boundaries. The majority of the City, including the proposed Veteran's Village site, is not identified as having a significant landslide hazard. Figure VI-2 shows that the project area is not located within an earthquake induced landslide zone. Therefore, with no potential for landslides, the proposed project will not expose future residential structures to such hazards.

- b&c. *Less Than Significant Impact With Mitigation Incorporated* – Due to the existing graded and disturbed nature of the project site, and the type of project being proposed, a potential for soil erosion, loss of topsoil, and/or placing structures on unstable soils is generally considered less than significant. The project site currently consists of a mix of asphalt/pavement, compacted dirt, and scattered weeds. However, during Project construction when soils are exposed, temporary soil erosion may occur even on a relatively flat, compacted surface, which could be exacerbated by rainfall. Project grading would be managed through the preparation and implementation of a Storm Water Pollution Prevention Plan (SWPPP), and a Water Quality Management Plan will be required to meet best management practices to achieve concurrent water quality controls after construction is completed and the Veteran's Village is in operation. The following mitigation measures shall be implemented to address these issues:

**VI-1** *Stored backfill material shall be covered with water resistant material during periods of heavy precipitation to reduce the potential for rainfall erosion of stored backfill material. If covering is not feasible, then measures such as the use of straw bales or sand bags shall be used to capture and hold eroded material on the Project site for future cleanup.*

**VI-2** *All exposed, disturbed soil (trenches, stored backfill, etc.) shall be sprayed with water or soil binders twice a day, or more frequently if fugitive dust is observed migrating from the site within which the Veteran's Village is being constructed.*

**VI-3** *The WQMP shall incorporate Low Impact Development designs to manage storm water runoff post development. The WQMP shall incorporate an appropriate hydrology evaluation to demonstrate no downstream discharges meet both water quality and drainage system requirements.*

- d. *Less Than Significant Impact* – The project site is an infill site, relatively flat and surrounded by commercial and industrial development. As discussed in the General Plan, expansive soils within the City appear “to pose no significant development constraint or land use planning impact so long as adequate pre-development and designs are utilized” (Safety Element 1-13 to 1-14). These pre-development and design requirements are addressed in the City’s building code, and are therefore mandatory. Additionally, according to the United States Department of Agriculture Web Soil Survey, the project Area of Potential Effect (APE) is underlain by an alluvial fan composed of loamy sand and stratified sand to fine sandy loam (Attachment X). These soils have a low shrink-swell potential. Therefore, development of the Veteran’s Village has no potential to expose life or property to substantial risks due to the presence of expansive soils. No mitigation is required.
  
- e. *No Impact* – The Veteran’s Village project area will be served by the existing wastewater collection system (sewer); the Project does not propose to utilize septic tanks or alternative onsite disposal systems. Therefore, the proposed project does not rely on such soils and no adverse impacts can result under this issue.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
<b>VII. GREENHOUSE GAS EMISSIONS:</b> Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			<b>X</b>	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			<b>X</b>	

**SUBSTANTIATION:** The information provided in the following text is abstracted from an air quality and greenhouse gas technical study titled: "Air Quality and GHG Impact Analyses, Veteran's Village, City of Placentia, California" prepared by Giroux & Associates dated September 2, 2016. This study is provided as Appendix 1 of this document. Please refer to the AQ Analysis in Appendix 1 for a detailed discussion of the background and physical setting as well as the regulatory setting for federal and California Greenhouse Gases (GHG).

a&b. *Less Than Significant Impact* – "Greenhouse gases" (so called because of their role in trapping heat near the surface of the earth) emitted by human activity are implicated in global climate change, commonly referred to as "global warming." These greenhouse gases contribute to an increase in the temperature of the earth's atmosphere by transparency to short wavelength visible sunlight, but near opacity to outgoing terrestrial long wavelength heat radiation in some parts of the infrared spectrum. The principal greenhouse gases (GHGs) are carbon dioxide, methane, nitrous oxide, ozone, and water vapor. For purposes of planning and regulation, Section 15364.5 of the California Code of Regulations defines GHGs to include carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons and sulfur hexafluoride. Fossil fuel consumption in the transportation sector (on-road motor vehicles, off-highway mobile sources, and aircraft) is the single largest source of GHG emissions, accounting for approximately half of GHG emissions globally. Industrial and commercial sources are the second largest contributors of GHG emissions with about one-fourth of total emissions.

California has passed several bills and the Governor has signed at least three executive orders regarding greenhouse gases. GHG statues and executive orders (EO) include AB 32, SB 1368, EO S-03-05, EO S-20-06 and EO S-01-07.

AB 32 is one of the most significant pieces of environmental legislation that California has adopted. Among other things, it is designed to maintain California's reputation as a "national and international leader on energy conservation and environmental stewardship." It will have wide-ranging effects on California businesses and lifestyles as well as far reaching effects on other states and countries. A unique aspect of AB 32, beyond its broad and wide-ranging mandatory provisions and dramatic GHG reductions are the short time frames within which it must be implemented. Major components of the AB 32 include:

- Require the monitoring and reporting of GHG emissions beginning with sources or categories of sources that contribute the most to statewide emissions.
- Requires immediate "early action" control programs on the most readily controlled GHG sources.
- Mandates that by 2020, California's GHG emissions be reduced to 1990 levels.

- Forces an overall reduction of GHG gases in California by 25-40%, from business as usual, to be achieved by 2020.
- Must complement efforts to achieve and maintain federal and state ambient air quality standards and to reduce toxic air contaminants.

Statewide, the framework for developing the implementing regulations for AB 32 is under way. Maximum GHG reductions are expected to derive from increased vehicle fuel efficiency, from greater use of renewable energy and from increased structural energy efficiency. Additionally, through the California Climate Action Registry (CCAR now called the Climate Action Reserve), general and industry-specific protocols for assessing and reporting GHG emissions have been developed. GHG sources are categorized into direct sources (i.e. company owned) and indirect sources (i.e. not company owned). Direct sources include combustion emissions from on-and off-road mobile sources, and fugitive emissions. Indirect sources include off-site electricity generation and non-company owned mobile sources.

#### Thresholds of Significance

In response to the requirements of SB97, the State Resources Agency developed guidelines for the treatment of GHG emissions under CEQA. These new guidelines became state laws as part of Title 14 of the California Code of Regulations in March, 2010. The CEQA Appendix G guidelines were modified to include GHG as a required analysis element. A project would have a potentially significant impact if it:

- Generates GHG emissions, directly or indirectly, that may have a significant impact on the environment, or,
- Conflicts with an applicable plan, policy or regulation adopted to reduce GHG emissions.

Section 15064.4 of the Code specifies how significance of GHG emissions is to be evaluated. The process is broken down into quantification of project-related GHG emissions, making a determination of significance, and specification of any appropriate mitigation if impacts are found to be potentially significant. At each of these steps, the new GHG guidelines afford the lead agency with substantial flexibility.

Emissions identification may be quantitative, qualitative or based on performance standards. CEQA guidelines allow the lead agency to "select the model or methodology it considers most appropriate." The most common practice for transportation/combustion GHG emissions quantification is to use a computer model such as CalEEMod, as was used in the ensuing analysis.

The significance of those emissions then must be evaluated; the selection of a threshold of significance must take into consideration what level of GHG emissions would be cumulatively considerable. The guidelines are clear that they do not support a zero net emissions threshold. If the lead agency does not have sufficient expertise in evaluating GHG impacts, it may rely on thresholds adopted by an agency with greater expertise.

On December 5, 2008 the SCAQMD Governing Board adopted an Interim quantitative GHG Significance Threshold for industrial projects where the SCAQMD is the lead agency (e.g., stationary source permit projects, rules, plans, etc.) of 10,000 Metric Tons (MT) CO<sub>2</sub> equivalent/year. In September 2010, the SCAQMD CEQA Significance Thresholds GHG Working Group released revisions which recommended a threshold of 3,000 MT CO<sub>2</sub>e for all land use projects. This 3,000 MT/year recommendation has been used as a guideline for this analysis. In the absence of an adopted numerical threshold of significance, project related GHG emissions in excess of the guideline level are presumed to trigger a requirement for enhanced GHG reduction at the project level. Project Related GHG Emissions Generation.

Construction Activity GHG Emissions

The project is assumed to require approximately 15 months for construction. During project construction, the CalEEMod2013.2.2 computer model predicts that the construction activities will generate the annual CO<sub>2</sub>e emissions identified in Table VII-1.

**Table VII-1  
 CONSTRUCTION EMISSIONS (METRIC TONS CO<sub>2</sub>E)**

	<b>CO<sub>2</sub>e</b>
Year 2017	262.6
<b>Amortized</b>	<b>8.8</b>

CalEEMod Output provided in appendix

SCAQMD GHG emissions policy from construction activities is to amortize emissions over a 30-year lifetime. As indicated in the table, the 262.6 MT of CO<sub>2</sub>e equates to 8.8 MT of CO<sub>2</sub>e per year over the 30-year amortization. Project-related GHG impacts from construction are considered individually less than significant.

Project Operational GHG Emissions

The input assumptions for operational GHG emissions calculations, and the GHG conversion from consumption to annual regional CO<sub>2</sub>e emissions are summarized in the CalEEMod2013.2.2 output files found in the appendix of this report.

The total operational and annualized construction emissions for the proposed project are identified in Table VII-2.

**Table VII-2  
 PROPOSED USES OPERATIONAL EMISSIONS**

<b>Consumption Source</b>	<b>MT CO<sub>2</sub>e</b>
Area Sources	16.8
Energy Utilization	79.8
Mobile Source	468.7
Solid Waste Generation	10.5
Water Consumption	22.8
Construction	8.8
<b>Total</b>	<b>607.4</b>
Guideline Threshold	3,000
Exceeds Threshold?	No

Total 607.4 MT CO<sub>2</sub>e of project GHG emissions are substantially below the proposed significance threshold of 3,000 MT suggested by the SCAQMD. Hence, the project will not result in generation of a significant level of greenhouse gases. No mitigation measures are required.

Consistency with GHG Plans, Programs and Policies

The City of Placentia has not yet developed a Greenhouse Gas Reduction Plan. The applicable GHG planning document is AB-32. As discussed above, the project is not expected to result in a significant increase in GHG emissions. As a result, the project results in GHG emissions below the recommended SCAQMD 3,000 metric ton threshold. Therefore, the project would not conflict with any applicable plan, policy, or regulation to reduce GHG emissions.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
<b>VIII. HAZARDS AND HAZARDOUS MATERIALS:</b> Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?		X		
b) 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?		X		
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d) 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?			X	
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 public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			X	
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X

**SUBSTANTIATION**

a&b. *Less Than Significant Impact With Mitigation Incorporated* – The proposed residential Project is not associated with the routine transport, use, or disposal of hazardous materials because residential uses do not utilize large quantities of hazardous materials and therefore do not require the transport of large quantities of hazardous materials that could be discharged into the environment; but it may create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment during

construction. During construction there is a potential for accidental release of petroleum products in sufficient quantity to pose a significant hazard to people or the environment. The following mitigation measure will be incorporated into the SWPPP prepared for the Project and it can reduce such a hazard to a less than significant level.

**VIII-1 All spills or leakage of petroleum products during construction activities shall be remediated in compliance with applicable state and local regulations regarding cleanup and disposal of the contaminant released. Any contaminated waste will be collected and disposed of at an appropriately licensed disposal or treatment facility. This measure will be incorporated into the SWPPP prepared for the Project development.**

- c. *No Impact* – The Project will not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or water because the proposed development is residential in nature. No existing or proposed schools are located within a one-quarter miles distance of the project area. No adverse impacts are anticipated to occur as a result of project implementation.
- d. *Less Than Significant Impact* – According to the California State Water Board's GeoTracker website, which provides information regarding Leaking Underground Storage Tanks (LUST), there are several LUST cleanup sites within a 2,500 foot radius of the Project site (Figure VIII-1); however, there are no open cases of LUST sites as all of them have been remediated. Though there are several remediated cases of LUST Cleanup sites, the proposed Project will not be located in an area affected by any of these sites; further, the areas of contamination that were affected by these LUST Cleanup sites are well below the ground surface, while the Veteran's Village will be constructed at surface level. Thus, based on the available data, there is no evidence that supports the presence of hazardous wastes, contamination, or the potential to encounter hazardous waste or contaminated material on the project site. Therefore, any potential impacts are considered less than significant. No mitigation is required.
- e. *No Impact* – There are no public airports located within two miles of the Project site. Therefore, the project area has no potential to cause or experience any adverse impact related to public airport operations. No impacts will occur as a result of project implementation.
- f. *No Impact* – There are no private airstrips located within two miles of the Project site. Therefore, the project area has no potential to cause or experience any adverse impact related to private airstrip operations. No impacts will occur as a result of project implementation.
- g. *Less Than Significant Impact* – The Veteran's Village site is not located along any primary evacuation route located within the City of Placentia. Therefore, the potential for the development of the Project to physically interfere with any adopted emergency response plans, or evacuation plans is considered a less than significant impact.
- h. *No Impact* – The City of Placentia does contain areas that are exposed to wildland fire hazards along the northern perimeter of the City. However, the Veteran's Village site is located in the southernmost portion of the City near the BNSF Railway tracks, which is an area that does not contain any wildland fire hazards (e.g., steep slopes, high fuel loads, etc.). Therefore, project implementation would not result and a potential to expose people or structures to fire hazards. Potential project-related impacts are less than significant; no mitigation measures are required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
<b>IX. HYDROLOGY AND WATER QUALITY:</b> Would the project:				
a) Violate any water quality standards or waste discharge requirements?		<b>X</b>		
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			<b>X</b>	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation onsite or offsite?		<b>X</b>		
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding onsite or offsite?			<b>X</b>	
e) 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?			<b>X</b>	
f) Otherwise substantially degrade water quality?			<b>X</b>	
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				<b>X</b>
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				<b>X</b>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?			<b>X</b>	
j) Inundation by seiche, tsunami, or mudflow?				<b>X</b>

**SUBSTANTIATION**

- a. *Less Than Significant Impact with Mitigation Incorporated* – The proposed Veteran's Village site is in a developed area, and is covered by asphalt, compacted dirt, and scattered weeds. For a developed area, the only three sources of potential violation of water quality standards or waste discharge requirements are from generation of municipal wastewater; from stormwater runoff; and potential discharges of pollutants, such as accidental spills. Wastewater is delivered to Orange County water reclamation facilities that meet waste discharge requirements imposed by the Santa Ana Regional Water Quality Control Board. To address stormwater and accidental spills within this environment, any new project must ensure that site development implements a Storm Water Pollution Prevention Plan (SWPPP) to control potential sources of water pollution that could violate any standards or discharge requirements during construction and a Water Quality Management Plan (WQMP) to ensure that project-related surface runoff meets discharge requirements over the long term. With implementation of these mandatory Plans and their Best Management Practices, as well as mitigation measure VIII-1 above, the development of the Veteran's Village will not cause a violation of any water quality standards or waste discharge requirements.
- b. *Less Than Significant Impact* – The Project site was previously graded and contains a mixture of asphalt, compacted dirt, and scattered weeds on the ground surface. Because the project site is compacted, the Project area does not function as a recharge area for the regional aquifer. There are no groundwater wells located within the vicinity of the project site, and the development of the structure that will make up the Veteran's Village has no potential to directly intercept the groundwater table within the project area. The addition of 50 multi-family units (totaling approximately 55 persons) is not forecast to cause a significant demand for new groundwater supplies. The potential impact under this proposed project is considered less than significant; no mitigation measures are required.
- c. *Less Than Significant With Mitigation Incorporated* – Though the Atwood Flood Control Channel lies to the south of the project site, development of the Veteran's Village will not directly impact this channel, and there are not any other streams or channels within the vicinity of the project site. Thus, the proposed project will not substantially alter the actual drainage system, but it will alter onsite flows. The project area is already compacted and it is assumed that almost 100% of the rainfall leaves the project area through the existing drainage system as stormwater runoff. The volume of runoff is not forecast to be substantially increased onsite, but the occupied site may generate urban pollutants that will need to be managed through implementation of a WQMP. Mitigation measure VI-3 requires a Low Impact Development WQMP to be implemented for the proposed project. Therefore, with mitigation the proposed project will not substantially alter this existing drainage system and therefore has no potential to cause substantial erosion or siltation on- or offsite.
- d. *Less Than Significant Impact* – As discussed under issue IX.c. above, the drainage pattern of the site will not be altered and the site as it currently exists functions as a nearly impervious surface. Development of the project site as the Veteran's Village will incorporate more landscaping within an almost 100% existing impervious surface, and has a less than significant potential to cause additional runoff. All drainage from the site will leave through existing or project designed drainage systems as stormwater runoff. The Project would not create or contribute to runoff water that would exceed the capacity of existing or planned drainage system or provide substantial additional sources of polluted runoff. Impacts to this issue are considered less than significant. No mitigation is required.
- e. *Less Than Significant Impact* – As indicated under issues IX.c. and IX.d., the project site is already compacted and runoff from the area is not forecast to increase as a result of developing the project area under the proposed Veteran's Village Project. Potential sources of pollution within the project area remain essentially the same, except as noted in the preceding discussions where Best

Management Practices (BMPS) are implemented through new SWPPPs and WQMPs must be implemented in conjunction with future development.

- f. *Less Than Significant Impact* – As discussed under issues IX.c., IX.d., and IX.e, the project area is already compacted, with existing drainage systems in place to collect and transport stormwater runoff. The use of the Project site for housing, instead of for industrial purposes—which is what the Project site is zoned for by the current General Plan—will continue the pattern of urban runoff, but the Veteran's Village development will require more stringent BMPs and therefore, will not contribute to any additional substantial degradation of water quality. Consequently, the project would not otherwise substantially degrade water quality. The proposed project impact is forecast to be a less than significant.
- g. *No Impact* – The proposed site for the Veteran's Village is not located within an area subject to 100-year flood hazards. Therefore, the development of the Project will not be exposed to such hazards. No impacts will occur as a result of project implementation.
- h. *No Impact* – The proposed site for the Veteran's Village is not located within an area subject to 100-year flood hazards. Therefore, the development of the Project will not be exposed to such hazards. No potential exists to impede or redirect flood flows. No impacts will occur as a result of project implementation.
- i. *Less Than Significant Impact* – The City of Placentia is exposed to limited dam inundation hazards from Carbon Canyon Dam. This hazard occurs in the northeastern portion of the City along the Carbon Canyon Creek. The Veteran's Village is located in the southeastern portion of the City. Therefore, the site is minimally exposed to this hazard, which represents a less than significant impact; no mitigation measures are required.
- j. *No Impact* – According to the Placentia General Plan Safety Element, seiche, tsunamis, and mudflow are not events that could occur in or affect the City. Therefore, no adverse impact under this issue can occur from the development of the Veteran's Village.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
<b>X. LAND USE AND PLANNING:</b> Would the project:				
a) Physically divide an established community?			<b>X</b>	
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?		<b>X</b>		
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				<b>X</b>

**SUBSTANTIATION**

- a. *Less Than Significant Impact* – The proposed Veteran’s Village project will require approval of an amendment to the Land Use Element of the Placentia General Plan and a zone change by the Placentia City Council. The current General Plan Land Use Designation is Industrial, and the current zoning classification is C-M (Commercial-Manufacturing). Surrounding the site to the east, west, and south is a commercial and industrial corridor with minimal residential housing within a quarter mile radius. Residential housing exists to the north of the site, across Orangethorpe Avenue and the railroad tracks. The proposed project will not divide an established community, but instead will establish a new residential use with accompanying services for homeless and/or disabled veterans within this existing commercial and industrial corridor. The purpose and need for this development is to provide low-income housing for an underserved community (homeless and or/disabled veterans) within the City of Placentia. Lakeview Avenue, to the east of the Project site, is being extended by bridge from the residential community to the commercial/industrial corridor, which will facilitate movement between the two communities. The City of Placentia supports the proposed development as discussed in the Project Description, and therefore, the location of the Veteran’s Village will serve the needs of the community as deemed appropriate by City goals and policies. Any impacts to this issue from implementation the proposed project, after approval of the land use designation changes, are considered less than significant.
  
- b. *Less Than Significant Impact With Mitigation Incorporated* – Please refer to the discussion under issue a, above. At the present time the current General Plan Land Use Designation is Industrial, and the current zoning classification is C-M (Commercial-Manufacturing). To accommodate the lack of low-income housing and the increased demand for it within the City, the City is conditionally seeking —by imposing conditions of approval, including mitigation measures—to allow the developer to implement the Veteran’s Village project as a measure to fulfill this need. The area in the immediate vicinity of the project does not contain any residential development; however, across the railroad tracks and Orangethorpe Avenue to the north, the land use is almost entirely residential. Though this project will require approval of a general plan amendment and zone change, the project itself is not forecast to conflict with the applicable land use plan because the proposed project design makes improvements (refer to the Air Quality and Noise section of this Initial Study and to the discussion below) to the environment at this location within the City. The Administrative Draft of the Placentia General Plan Land Use Element Goal LU-1 states:

*“Provide a well-balanced land use pattern that accommodates existing and future needs for housing, commercial, industrial and open space/recreation uses while providing adequate community services to City residents.”*

There is a potential for conflicts between the proposed Veteran's Village project and the surrounding land uses. These conflicts include higher than normal background noise at the site (rail, Orangethorpe Avenue traffic, and adjacent industrial uses) and potential exposure to diesel particulate air pollutants from these adjacent uses. If this development is to proceed, it will require substantial mitigation (refer to the Air and Noise Sections) to reduce interior noise and air pollutant concentrations and make the proposed development compatible with surrounding existing land uses. The requisite mitigation to achieve compatibility is identified under the respective environmental issue discussions (Air Quality and Noise), thus, there is no "land use" related mitigation that is required to support reducing these compatibility issues to a less than significant level.

The proposed project would accommodate the current and future need within the City for low to very low income housing, as well as provide services to the community of homeless veterans and/or veterans who reside within the City, even though the site in which the Project will be implemented requires a general plan amendment in order for a residential use of this type to be permitted by the General Plan or City zoning ordinances. The Project will be required to comply with all other City ordinances and development codes under the General Plan once the land use designation changes have been approved. In addition, the project must also be designed to avoid or reduce the land use conflicts. Based on this information, implementation of the Veteran's Village would not cause a significant impact by conflicting with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect. Impacts under this issue are considered less than significant with the mitigation incorporated in the Air Quality and Noise sections as stated under issue a above. No additional mitigation is required.

- c. *No Impact* – The City of Placentia does not contain any areas that are located within a habitat conservation planning area or natural community conservation planning area. Therefore, the proposed Veteran's Village has no potential to conflict with such planning areas.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
<b>XI. MINERAL RESOURCES:</b> Would the project:				
a) 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>X</b>
b) 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?				<b>X</b>

**SUBSTANTIATION**

- a. *No Impact* – The proposed Veteran’s Village site is in an urbanized area of Orange County within the City of Placentia. Although undeveloped, the site is covered by asphalt, compacted dirt, and scattered weeds. There are no known mineral resources within the Project area, and it is not designated for mineral resource exploitation either by the City of Placentia or the County of Orange. The development of the Veteran’s Village on the Project site will not cause any loss of mineral resource values to the region or residents of the state. No impacts will occur to mineral resources with the implementation of the proposed project.
  
- b. *No Impact* – Refer to the discussion under issue XI.a. above. The site is not identified as a mineral resources on the Placentia General Plan and, furthermore, there are no known locally important mineral resource recovery sites within the project area and none are delineated in the City’s General Plan or any other plan. Therefore, project implementation would not result in the loss of any locally important mineral resources identified by the City of Placentia.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
<b>XII. NOISE:</b> Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		X		
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?		X		
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
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 public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X

**SUBSTANTIATION:** The information provided in the following text is abstracted from noise and vibration technical study titled: "Noise Impact Analysis, Veteran's Village, City of Placentia, California" prepared by Giroux & Associates dated November 8, 2016. This document is provided as Appendix 4 "Noise Analysis."

Background

For a detailed analysis of the Noise and Vibration setting within the City of Placentia and in the vicinity of the Project area, refer to Appendix 4 Noise Analysis. The thresholds of significance—noise standards—within the City of Placentia and as developed by the U.S. Department of Housing and Urban Management Guidelines and State of California Guidelines are utilized in this document as the applicable Noise Standards applied to the Project in determining whether a significant impact will occur. However, under the Placentia Municipal Code (Section 23.81.170), construction related activities are exempt from noise regulations provided that the activities take place between the hours of 7 a.m. to 7 p.m. Monday through Friday and 9:00 a.m. to 6:00 p.m. on Saturday. No construction activities are allowed on Sundays or Federal Holidays.

**Table XII-1  
 NOISE AND LAND USE COMPATIBILITY MATRIX**

Land Use Category	Community Noise Exposure			
	Ldn or CNEL, dB			
	Normally Acceptable	Conditionally Acceptable	Normally Unacceptable	Clearly Unacceptable
Residential-Low Density	50-60	60-65	65-75	75-85
Residential-Multiple Family	50-60	60-65	65-75	75-85
Transient Lodging-Motel, Hotels	50-65	65-70	70-80	80-85
Schools, Libraries, Churches, Hospitals, Nursing Homes	50-60	60-65	65-80	80-85
Auditoriums, Concert Halls, Amphitheaters	NA	50-65	NA	65-85
Sports Arenas, Outdoor Spectator Sports	NA	50-70	NA	70-85
Playgrounds, Neighborhood Parks	50-70	NA	70-75	75-85
Golf Courses, Riding Stables, Water Recreation, Cemeteries	50-70	NA	70-80	80-85
Office Buildings, Business Commercial and Professional	50-67.5	67.5-75	75-85	NA
Industrial, Manufacturing, Utilities, Agriculture	50-70	70-75	75-85	NA

**NOTES:**

**NORMALLY ACCEPTABLE**  
 Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction, without any special noise insulation requirements.

**CONDITIONALLY ACCEPTABLE**  
 New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed noise insulation features included in the design. Conventional construction, but with closed windows and fresh air supply systems or air conditioning will normally suffice.

**NORMALLY UNACCEPTABLE**  
 New Construction or development should be discouraged. If new construction or development does proceed, a detailed analysis of the noise reduction requirements must be made and needed noise insulation features included in the design.

**CLEARLY UNACCEPTABLE**  
 New construction or development should generally not be undertaken.

NA: Not Applicable

Source: Modified from U.S. Department of Housing and Urban Development Guidelines and State of California Standards.

**Table XII-2  
 CITY OF PLACENTIA RESIDENTIAL NOISE STANDARDS**

Noise Zone	Noise Level	Time Period
Residential	55 dB(A)	7:00 a.m.--10:00 p.m.
	50 dB(A)	10:00 p.m.--7:00 a.m.
Commercial	65 dB(A)	Anytime
Industrial	70 dB(A)	Anytime

Baseline train operations noise levels at the Project site is 79 dB CNEL at the Placentia Veteran's Village building façade because the Burlington Northern Santa Fe Railroad (BNSF) line is located north and adjacent to the proposed project site. An estimated 50 trains per day, or two trains per hour, travel through this corridor.

- a. *Less Than Significant With Mitigation Incorporated* – The Project site is located in an area of a high background noise environment (79 dB, CNEL) due to the presence of the BNSF railroad corridor just north of the project site, as described above. Other sources of ambient noise include traffic along Orangethorpe Avenue to the north, which creates a noise environment of 65.5 dB CNEL at the Project site. This noise is considered negligible because of the noise presence of the railroad, which is closer to the site than Orangethorpe Avenue.

However, because of the location of the Project, the construction of a multi-family residential complex at this site would expose persons working and residing at the Veteran's Village to noise levels in excess of standards established in the City General Plan/Placentia Municipal Code without the implementation of several mitigation measures. Exterior and Interior noise at the ground level would be mitigated through the construction of an 8-foot wall, which is part of the overall site design, along the shared property line with the railroad tracks; however, the upper levels of the 3-story structure will not benefit from the implementation of this 8-foot wall and will have to achieve noise attenuation with additional measures in the structure itself.

The analysis in Appendix 4 indicates that the balconies and patios will not be exposed to excess noise because they face the opposite direction of the railroad (on the south side of the structure) and Orangethorpe Avenue. They will be protected by the new building itself and would be expected to achieve a conditionally acceptable noise level of 65 dB CNEL with no further mitigation at the balconies and patios..

The requirement for habitable interior space is a noise level of less than 45 dB CNEL with windows and doors closed. However, because project design provides an extra layer of protection with no living space immediately adjacent to the railroad track, an extra 5 dBA of noise protection is afforded. Therefore, an exterior noise level of 80 dBA would maintain an interior noise standard of 55 dBA with closed windows (25 dBA reduction by the structural walls), which is considered acceptable. No mitigation is required to ensure the interior noise standard is met.

However, in order to mitigate the overall noise impacts within the structure to a 45 dBA interior value at the Veteran's Village, the following mitigation shall be implemented:

***XII-1 The developer shall require the installation side windows (east and west facing) on the Veteran's Village building in living or sleeping areas should be premium dual-paned windows with a minimum sound transmission class (STC) rating of 33 or higher. In addition the 8-foot tall block wall shall be installed prior to construction to minimize noise exposure for construction employees during construction.***

**XII-2 The developer shall require the installation of a mechanical ventilation system affording comfort under closed window conditions.**

With implementation of the above mitigation measure, any impacts under this issue would be considered less than significant.

- b. *Less Than Significant With Mitigation Incorporated* – Vibration is the periodic oscillation of a medium or object. The rumbling sound caused by vibration of room surfaces is called structure borne noises. Sources of groundborne vibrations include natural phenomena (e.g. earthquakes, volcanic eruptions, sea waves, landslides) or human-made causes (e.g. explosions, machinery, traffic, trains, construction equipment). Vibration sources may be continuous or transient. Vibration is often described in units of velocity (inches per second), and discussed in decibel (dB) units in order to compress the range of numbers required to describe vibration.

Due to the presence of the BNSF railroad corridor just north of the site, groundborne vibration is present at the site. Train vibration depends upon a variety of factors. The weight of the train, the travel speed, the condition of the track and the character of the subsoil all affect the observed vibration level. The USDOT (US Department of Transportation) Guideline called "Transit Noise and Vibration Impact Assessment" (May, 2006) suggests a significance threshold of 80 VdB for train vibrations if there are currently approximately 30 train movements per day, 75 VdB for between 30-70 events and 72 VdB for more than 70 events per day.

The closest Veteran's Village building façade is approximately 115 feet to the track centerline. Vibration levels from heavy rail systems depend upon train travel speed. Freight trains are restricted to a 30-35 mph speed limit in areas of at-grade crossings. The RMS vibration level at 30 mph is approximately 3 VdB less than at 50 mph. A reference vibration level of 74 VdB has therefore been assumed at the closest building façade to the tracks. Vibration generally reduces as it propagates through a building. In addition large masonry buildings with spread footings have a low response to ground vibration. The following coupling losses are generally observed in the indicated types of construction per USDOT Guidelines:

Wood Frame	-5 VdB
1-2 Story Commercial	-7 VdB
3-4 Story Masonry	-10 VdB
Large Masonry on Piles	-10 VdB
Large Masonry on Spread Footings	-13 VdB

For this project a -7 dB coupling loss "credit" was taken per building since the proposed building is three stories high. Freight train vibration levels of 74 VdB at 115 feet from the track for a locomotive-powered freight train traveling at 30 mph would marginally exceed the VdB annoyance threshold without the effects of coupling losses if there are more than 70 train movements per day.

**Table XII-3  
 INTERIOR VIBRATION LEVELS (VdB)  
 (AT 115 FEET TO TRACK CENTERLINE)**

	1st Story Hard Floor	1st Story Carpet & Pad	2nd Story Hard Floor	2nd Story Carpet & Pad	3rd Story Hard Floor	3rd Story Carpet & Pad
Max. Unmitigated Vibration	74	74	74	74	74	74
Coupling Losses	-7	-7	-7	-7	-7	-7
Building Resonance	+6	+6	+6	+6	+6	+6
Floor-to-Floor Absorption	0	0	-2	-2	-4	-4
Floor Covering	-2	-10	-2	-10	-2	-10
Net Vibration	71	63	69	61	67	59

The federal vibration guidelines for infrequent events (<70 day) are 80 VdB. Neither daytime nor nocturnal train passage vibration levels will exceed the federal 80 VdB annoyance threshold on second or third story residential floors.

Additionally all units facing the railroad tracks should be equipped with dual-paned windows with upgraded seals for noise control. These more robust windows will have little tendency to rattle. Vibration effects within residential units passing through floors or windows will be less than significant with the implementation of Mitigation Measure XII-1 requiring the installation of noise and vibration reducing windows. No further mitigation is required.

- c. *Less Than Significant Impact* – According to the data and analysis in Appendix 4 Noise Analysis, project-related traffic will cause an incremental increase in area-wide noise levels throughout the project area. This project will cause an increase in area wide traffic but the increase will be small relative to the overall traffic volumes (refer to section XVI Transportation/Traffic for further analysis of the traffic setting). As discussed under issue a. above, the main noise impact on the site is the ambient noise level from transportation sources, particularly from the adjacent rail-line, which is an issue that has been addressed above. Implementation of the project as a 55-unit apartment complex for homeless and disabled veterans would not permanently cause a substantial increase in ambient noise levels. Impacts under this issue are considered less than significant. No mitigation is required.
- d. *Less Than Significant Impact* – As stated in the background provided in this section, the City of Placentia regulated construction noise by setting limits on allowable daytime hours of activity, which is shown in Table XII-2. The nearest sensitive receptors are the residential uses to the north, across Orangethorpe Avenue, and are more than 250 feet from the edge of the site. The homes are located behind block walls, which provide protection from Orangethorpe Avenue traffic noise, and will be further protected from construction noise once the 8-foot noise wall is installed at the northern property wall. These noise walls will attenuate noise by at least 5 dBA. Table XII-4 presents the estimated construction noise levels that would occur at the closes residences and represents the highest noise levels that would be expected during construction:

**Table XII-4  
 PROJECT-RELATED CONSTRUCTION NOISE LEVELS AT  
 THE CLOSEST NOISE-SENSITIVE RECEPTOR**

Principal Noise Sources	Reference Noise Level, Lmax in dBA at 50 feet <sup>a</sup>	Assumed Usage Factor	Noise Level Adjustment Factor for Usage	Noise Level Adjustment for Wall	Noise Level Adjustment Factor for Distance	Leq Noise Level Adjusted for Distance and Usage
Drill Rig	79	20%	-7	-5	-14	53
Crane	81	16%	-8	-5	-14	54
Loader/Backhoe	78	40%	-4	-5	-14	55
Flat Bed Truck	74	40%	-4	-5	-14	51

NOTES:

<sup>a</sup> Reference noise levels and equipment usage factors are based on noise measurements collected during a roadway tunnel project (FHWA, 2011).

As indicated in this table, construction equipment noise levels would range between 51 and 55 dB (Leq) at the closest residential structure. Such noise levels would not exceed the 70 dB adopted noise threshold and therefore would not result in a significant impact. Furthermore, construction activities would occur only between the hours of 7:00 a.m. and 7:00 p.m. as stipulated in the City's Noise Ordinance. Since all other noise-sensitive receptors are located farther from the project site,

and impacts from the project's temporary construction-related noise generation would be considered less than significant. No mitigation is required.

- e. *No Impact* – As previously discussed under section VII, the proposed project is not located within two miles of a public airport and is not located in an airport land use plan area and therefore would not expose people residing or working in the project area to excessive noise levels as a result of overhead flights. No impacts are anticipated. No mitigation is required.
- f. *No Impact* – No private airstrips are located within the vicinity of the project. Implementation of the Project as it has been proposed would not subject people working or residing in the project area to excessive noise levels with operations at a private airstrip. No impacts are anticipated. No mitigation is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
<b>XIII. POPULATION AND HOUSING:</b> Would the project:				
a) Induce substantial 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)?			X	
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X

**SUBSTANTIATION**

- a. *Less Than Significant Impact* – According to the SCAG’s profile for the City of Placentia (May 2013), the City had a population of 51,084 persons and an average household size of 3.1 persons per unit, slightly higher than the 3.0 average household size for Orange County. The proposed development of a Veteran's Village is assumed to house approximately 55 persons (45 one-bedroom units, and 5 two-bedroom units). This equates to an estimated 0.1% increase in the City’s overall population (55 persons/51,084 persons = 0.001077). This increase in population is not considered a substantial direct increase and the City of Placentia General Plan Housing Element 2013-2021 projects a need for 231 low to very low-income housing units through the year 2021. Therefore, this project is generally considered growth accommodating, not growth inducing as it will fulfill a need within the City for low to very low-income housing. The area of the City within which the project site is located has sufficient existing infrastructure to serve a project of this scale. Additionally, the area surrounding the Project site is being improved to increase efficiency in traffic circulation. Therefore, implementation of the project will have a less than significant impact on induced growth. No mitigation is required.
  
- b&c. *Less Than Significant Impact* – The proposed project will occur on a currently vacant site and, consequently, will not displace any existing housing or displace a substantial number of people that would necessitate the construction of replacement housing elsewhere. As indicated in the Project Description, the project itself will create needed housing for homeless and/or disabled veterans. No impacts will occur as a result of project implementation.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
<b>XIV. PUBLIC SERVICES:</b> 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 could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?			X	
b) Police protection?			X	
c) Schools?			X	
d) Recreation/Parks?			X	
e) Other public facilities?			X	

**SUBSTANTIATION**

- a. *Less Than Significant Impact* – The Orange County Fire Authority (OCFA) provides fire service to the City of Placentia. Fire services are provided at two fire stations in the City, both are a similar distance from the Project site. Fire Station 34 is located 1530 North Valencia Avenue, Placentia, 92870 and Fire Station 35 is located at 120 South Bradford Avenue, Placentia, 92870. Battalion 2 provides firefighting services at these locations. The Project site is located in a completely urbanized commercial/industrial corridor of Placentia. The Project proposes the construction of the 50-unit Veteran’s Village, multiple-family residential development that will provide housing for homeless and/or disabled veterans. The OCFA response goal is for the first engine to reach the emergency scene from the time we receive the call within 7 minutes 20 seconds 80% of the time and a paramedic to reach the scene from the time we receive the call within 10 minutes 80% of the time. Because the proposed project is not forecast to generate a greater population within the City and therefore would not create a substantial increase in demand for Fire Protection services than that which already occurs. The proposed Veteran’s Village must incorporate all current fire protection measures included in the current building code. This requirement and the size and nature of the project, along with the increased value of the developed land is considered sufficient to control impacts on the fire protection system to a less than significant impact level. No substantial changes in existing fire protection facilities are anticipated and potential impacts would be less than significant as a result of the proposed project.
  
- b. *Less Than Significant Impact* – As noted in the preceding discussion regarding fire protection, the area surrounding the Project site is located in a completely urbanized commercial/industrial corridor. The proposed project would result in the construction of a 50-unit Veteran’s Village with services designed to support the homeless and/or disabled veterans who will reside at this complex. The City of Placentia Police Department provides police protection to the project area. The proposed low to extremely low income housing units that will be developed on the site if the Veteran’s Village is approved would add approximately 55 new City residents. Based on current staffing levels at the City, between 50 and 60 sworn officers, the addition of these potential residents would be adequately served by the existing police services, based solely on the small

population this housing development will support. According to the City of Placentia website, the number of Police related incidents in the City of Placentia itself in 2014 was 2,738, which equates to approximately 6.5 incidences per day, or 0.0466 incidents per resident. It is assumed that the 55 residents of the Veteran's Village are current residents of the City of Placentia, but lack a permanent home, thus even if the 55 residents of the Veteran's Village were all new residents of the City, the increase in potential incidents per resident would only increase by 0.0069 ( $2,738 \text{ incidents} / 51,139 \text{ residents} = 0.0069$ ), which is not considered a substantial increase in demand for police protection. Additionally, the Project site is currently fenced, and will be fenced during construction. The proposed Project will not include a use that would likely attract criminal activity, except for random trespass and theft; however, any random trespass is unlikely given that the site will be fenced from public access during construction. Therefore, impacts to police protection resources from implementation of the proposed project are considered less than significant; no mitigation measures are required.

- c. *Less Than Significant Impact* – The Project will result in the creation of 50 new multiple-family residential dwelling units. The type of development proposed—housing for homeless and disabled veterans—is not anticipated to generate a substantial number of new students because the size of the units are not intended to, nor will they support families. The state has mandated (SB 50) that requires the payment of fees established for each new residential unit is sufficient to offset potential impacts to the affected school system(s). Based on this finding and the mandatory requirements to pay the mandatory fees for residential development, the proposed project will not cause a significant adverse impact due to generation of new students. Thus, school impacts are considered less than significant.
- d. *Less Than Significant Impact* – The proposed Project may generate up to 55 new residents in the City of Placentia. However, the Project is intended to house homeless and disabled veterans who currently reside in the City, but are without a physical residence. Additionally, because the homeless and veterans to be served are those in the City of Placentia, it is assumed that they already utilize parks and open space for their living quarters, and by providing housing to this community it is anticipated that use of parks would be reduced. Therefore, these new residents will not create a substantial increase in demand for City parks and recreation facilities. Additionally, in November 2014 the proposed General Plan indicated that 229.8 acres of park sites existed within the City of Placentia. The Municipal Code has adopted a standard of 2.5 acres of parkland per 1,000 residents, however the Proposed General Plan states that the current goal is 4 acres per 1,000 residents (202 acres total), which is a number that is currently being exceeded by 27.8 park acres. In the event that the proposed project increased the City population by 55 persons, the amount of parkland that would meet the General Plan goal is 204.6 acres ( $[4 \text{ acres} \times 51,139 \text{ residents}] / 1,000 = 204.6 \text{ acres}$ ), which would be well within the existing parkland acreage in Placentia. In addition, the proposed project includes amenities within the development, including patios, landscaped areas, and a recreation room, which would offset to some degree the demand for park and recreation facilities by future residents. Lastly, the Project may be required to pay City Quimby fees, which are established for a residential development's fair share of park facilities. Consequently, project impacts relative to new or physically altered park facilities would be less than significant.
- e. *Less Than Significant Impact* – Other public facilities include library and general municipal services. The Project would develop a 50 unit Veteran's Village with associated services for homeless and/or disabled veterans on a vacant site zoned for Industrial. As stated in the preceding sections, the residents in which this development is designed to serve are expected to be residents of the City who already use these facilities (libraries and other community services). As indicated in the Open Space element of the General Plan documents proposed for update, the City has not identified the need for expansion of other public facilities that the establishment of this community would impact. Thus, The minor increase in population within the City would not substantially increase demand on other public facilities. Consequently, project impacts relative to new or physically altered public facilities would be less than significant.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
<b>XV. RECREATION:</b>				
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>X</b>	
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				<b>X</b>

**SUBSTANTIATION**

- a. *Less Than Significant Impact* – Please refer to response XIV.d. above. Implementation of the 50-unit Veteran’s Village development is not anticipated to increase the use of public recreation and park facilities based on the small population forecast to reside in the new Veteran’s Village. As discussed under issue XIV.d. above, the Project may be required to pay City Quimby fees, which are established to provide for a residential development’s fair share of park facilities. Quimby Act Fees may be used for rehabilitating parks and recreation facilities. Additionally, the type of population that is anticipated to reside at the proposed Veteran’s Village is a population of homeless and/or disabled veterans in the City that are assumed to typically utilize recreational facilities—parks in particular—as temporary living and open space quarters. Thus, with no anticipated increase in population within the City itself due to the size and type of the proposed project, impacts to parks and recreational facilities are not forecast to substantially increase when compared to the baseline use that currently exists. Consequently, Project impacts relative to substantial physical deterioration of a recreational facility would be less than significant.
  
- b. *No Impact* – Please refer to the discussion under issue XIV.d. The proposed project will include a common area and amenities such as outdoor patios, site landscaping, a community garden, and recreation room that will be for residents of the property only. The Project would not substantially increase the demand for recreational facilities, and therefore, the Project would not require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
<b>XVI. TRANSPORTATION / TRAFFIC:</b> Would the project:				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			X	
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?			X	
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			X	
e) Result in inadequate emergency access?			X	
f) Result in inadequate parking capacity?			X	
g) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?			X	

**SUBSTANTIATION:** Urban Crossroads generated a trip generation evaluation titled "Placentia Veteran's Village Trip Generation Evaluation" dated October 19, 2016 and is provided as Appendix 5 which is used for the following analysis:

a&b. *Less Than Significant Impact* –Implementation of the proposed 50-unit multiple-family Veterans' Village project will not conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, especially when considering that the Lakeview Avenue bridge, which is designed to increase efficiency in traffic flow within the area adjacent to the Project site, will be completed before construction of the proposed project commences. However, the proposed project could create some traffic conflicts, such as minor delays to traffic flow in the immediate vicinity of the site, due to greater trip generation during construction, as well as greater trip generation due to an increase in population within the area of approximately 55 future residents. Because the site is currently vacant, the baseline trip generation

is 0. However, according to the data gathered by Urban Crossroads, if the property was developed as it is currently zoned for as an Industrial use, approximately 211 weekday daily trips would be generated. Under the proposed project, as a Veteran's Village, with the proposed zone change, 135 expected weekday daily trips will be generated by the proposed project which is a net difference of 76 fewer trip ends per day. Construction equipment, material, and resident access will be provided from a newly constructed street that intersects with Lakeview Avenue to the southeast of the property—a street in which a low amount of traffic is anticipated, and will not be severely impacted by traffic generated from construction of the project. Under the construction scenario, trip generation is estimated to be 50 trips or less during the AM and PM peak hours based on the size and type of Project. Following completion and occupancy of the project, the 50-unit Veteran's Village is expected to generate a total of 7 AM peak hour and 5 PM peak hour trips based on the number of units and forecast income of the future residents. Based on the capacities of the roadways providing access to and from the site, and the improvements being made to those roadways, which will be completed before the proposed project commences construction activities, the traffic generated by the proposed project would not cause a significant direct impact or a cumulatively significant effect on the local and regional circulation system.

- c. *No Impact* – The proposed project is not located within the vicinity of an existing airport. As a result, project implementation would not result in any changes in air traffic patterns, either at Fullerton Airport, located approximately 10 miles to the west of the Project, or John Wayne Airport, located approximately 15 miles to the south of the Project site. No impacts to aviation activity will occur as a result of project implementation.
- d&e. *Less Than Significant Impact* – The proposed project will occur entirely within the project site boundaries. Construction activities will not occur within the adjacent roadways to the project site. Large trucks delivering equipment or removing small quantities of excavated dirt or debris can enter the site without major conflicts with the flow of traffic on the roadways used to access the site. As previously stated, primary access to the site will be provided by a new road—to be completed before project construction commences—that will intersect with Lakeview Avenue. Access to the site must comply with all City design standards, and would be reviewed by the City to ensure that inadequate design features or incompatible uses do not occur. Additionally, the proposed development would be required to comply with all applicable fire code and ordinance requirements for construction and access to the site. Emergency response and evacuation procedures would be coordinated with the City, as well as the police and fire departments, resulting in less than significant impacts; no mitigation measures are required.

It will not be necessary for the contractor to implement a traffic management plan, including flag-persons or other features to control the interaction of the truck traffic and the flow of traffic on these roadways. This is because the access is through a cul-de-sac, which provides ample room for access to the site, and minimal traffic conflicts. Implementation of the proposed project would not result in significant impacts involving inadequate design features or incompatible uses, or result in inadequate emergency access.

- f. *Less Than Significant Impact* – The project site is located across the railroad tracks from Orangethorpe Avenue, which is an arterial roadway in Placentia. The City of Placentia is served by local and regional bus service provided by Orange County Transportation Authority (OCTA). The proposed project would not conflict with any adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities. OCTA is currently making improvements to circulation within the vicinity of the Project through the construction of a major railroad grade separation that will route Lakeview Avenue on a bridge over the railroad tracks and Orangethorpe Avenue. OCTA also manages the bus system throughout the City of Placentia; the nearest bus stops are local route stop 30 on Orangethorpe Avenue and Stationlink Metrolink Rail Feeder Route stop 411, both of which link to OCTA's regional routes (<http://www.octa.net/pdf/OCTASystemMap.pdf>). Project-related impacts to public transit as well as bicycle and pedestrian facilities would be less than significant. No mitigation is required.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
<b>XVII. UTILITIES AND SERVICE SYSTEMS –</b> Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			<b>X</b>	
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			<b>X</b>	
c) Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			<b>X</b>	
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			<b>X</b>	
e) 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?			<b>X</b>	
f) Be served by a landfill(s) with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			<b>X</b>	
g) Comply with federal, state, and local statutes and regulations related to solid waste?			<b>X</b>	

**SUBSTANTIATION**

a&c. *Less Than Significant Impact* – The issues of water quality and Regional Board treatment requirements are addressed in the Hydrology Section under issue IX.a. The proposed project will deliver wastewater generated from the residences to the regional treatment plant operated by Orange County. Residential and commercial wastewater rarely contains constituents that would cause a wastewater treatment plant to exceed Regional Board requirements as established in a wastewater discharge requirement. The raw sewage generated by the proposed project would not include constituents that would require treatment beyond that provided at the existing wastewater treatment plants operated by the Orange County Sanitation Districts. No adverse impact from generation of wastewater onsite is expected to result from implementation of the proposed project. Although not considered “wastewater” the Regional Board through the regional MS-4 permit requires management of stormwater runoff to prevent indirect source contamination of surface runoff in the Santa Ana River Basin. As described in Section IX.a. above, the proposed project will implement storm water quality controls that will meet requirements of the Regional Board. All drainage from the site will leave through existing or project designed drainage systems as

stormwater runoff. Implementation of the proposed project will neither exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board, nor require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects. Thus, impacts to this issue from implementing the proposed project are considered less than significant.

b,d,  
&e.

*Less Than Significant Impact* – The City of Placentia is served by the Orange County Sanitation District for wastewater treatment and by Golden State Water Company for the provision of domestic water. The OCSD has two operating facilities (Reclamation Plant No. 1 and Treatment Plant No. 2), which together to treat 372 MGD of primary treated wastewater and 332 MGD of secondary wastewater. There is approximately 41 MGD<sup>1</sup> of excess primary treatment capacity at Treatment Plant No. 2 in Huntington Beach. The OCSD has indicated that no deficiencies exist within their facilities serving the City of Placentia and anticipates that available capacity would be available to serve the proposed Project<sup>1</sup>. As a result, project implementation would not require the construction of any new wastewater treatment facilities or the expansion of existing facilities, and OCSD has adequate capacity to serve the demands of the proposed project in addition to existing commitments. Impacts are considered less than significant and no mitigation is required.

The Golden State Water Company serves the City through three water systems within the Placentia Customer Service Area. Water delivered to customers in the Cowen Heights, Placentia, and Yorba Linda systems is a blend of groundwater from the Orange County Groundwater Basin, and imported water from the Colorado River Aqueduct and the State Water Project (imported and distributed by Metropolitan Water District of Southern California). The average monthly residential water usage in Golden State Water's Region 3 Service Area is approximately 1,200 cubic feet (8,976 gallons), which equates to approximately 300 gallons per day per dwelling unit<sup>2</sup>. Based on the average demand, the proposed project would create a new demand for approximately 15,000 gallons per day, though the actual amount is forecast to be less than this figure because water usage within the Placentia Service Area is driven to a higher average because of larger homes with high outdoor water use. A Project of this type—higher density, low-income housing—does not use as much water per dwelling unit as a tract of large homes with large outdoor spaces. Based on the preceding analysis, it is anticipated that this additional demand for additional domestic water would be less than significant. Therefore, implementation of the proposed project will not result in the need to construct new or expand existing water facilities. Additionally, sufficient water supplies are available to serve the project from existing entitlements, therefore potential project-related impacts to domestic water supplies are anticipated to be less than significant and no mitigation is required.

[http://www.gswater.com/placentia/files/2012/12/Placentia\\_2010\\_UWMP.pdf](http://www.gswater.com/placentia/files/2012/12/Placentia_2010_UWMP.pdf)

- f. *Less Than Significant Impact* – The City of Placentia is served by the Olinda Landfill, operated by OC Waste & Recycling, and located in Brea, California. This facility is permitted to operate through 2030. Based on a solid waste generation rate of 12.23 pounds per day per dwelling unit (OC Waste & Recycling), the project would generate 611.5 pounds of solid waste per day. The Orange County landfill system, which also includes Prima Deshecha and Frank R. Bowerman Landfills, currently has adequate landfill capacity to accommodate the development of a small residential multi-family apartment complex on the site. Further, due to the large available daily and long-term capacity at the County's landfill system, the proposed project is not expected to cause any adverse impact on the continued operation because it has sufficient permitted capacity to accept the project's solid waste disposal needs.

<sup>1</sup> California Regional Water Quality Control Board – Santa Ana Region; Order No. R8-2012-0035, NPDES No. CA0110604; Waste Discharge Requirements and National Pollutant Discharge Elimination System for Orange County Sanitation District; Reclamation Plant No. 1 and Treatment Plant No. 2 (June 18, 2012).

<sup>2</sup> <http://www.gswater.com/placentia/>

- g. *Less Than Significant Impact* – The proposed project is subject to Assembly Bill 1327, Chapter 18, Solid Waste Reuse and Recycling Access Act of 1991 (Act). The Act requires that adequate areas be provided for collecting and loading recyclable materials such as paper products, glass, and other recyclables. The project must conform to the City's requirements to ensure compliance with the Act. Based on these factors, it is anticipated that the project will have a less than significant impact related to compliance with statutes and regulations.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact or Does Not Apply
<b>XVIII. MANDATORY FINDINGS OF SIGNIFICANCE:</b>				
a) Does the project have the potential to 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, 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?			X	
b) Does the project have the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals?			X	
c) 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)?		X		
d) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?		X		

**SUBSTANTIATION**

The analysis in this Initial Study and the findings reached indicate that the proposed project can be implemented without causing any new project specific or cumulatively considerable unavoidable significant adverse environmental impacts. Mitigation is required to control potential environmental impacts of the proposed project to a less than significant impact level. The following findings are based on the detailed analysis of the Initial Study of all environmental topics and the implementation of the mitigation measures identified in the previous text and summarized following this section.

- a. *Less Than Significant Impact* – The Project has no potential to adversely impact any cultural or biological resources. No mitigation was required or identified. The project has been identified as having no potential to degrade the quality of the natural environment, substantially reduce 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, or reduce the number or restrict the range of a rare or endangered plant or animal. The Project site is in an urban area with developed structures and infrastructure surrounding the property and no natural biological habitat exists within the APE. Based on the historic disturbance of the site, and its current disturbed condition, the potential for impacting cultural or biological resources is low. Based on the cultural resources records check, no cultural resources would be affected because the site itself has been graded and previously disturbed. However, because it is not known what could be unearthed upon any excavation activities, contingency mitigation measures are provided to ensure that, in the unlikely event that any resources are found, they are protected from any potential impacts. Please see biological and cultural sections of this Initial Study.

- b. *Less Than Significant Impact* – The proposed project reflects the City and applicant's objective of providing affordable housing for the homeless and homeless veterans. The provision of such housing meets a societal goal of assisting the homeless to get off the streets and reduce difficult health and safety environmental issues associated with living on the streets of Placentia. Thus, based on the project's objectives and the lack of any significant adverse environmental impacts, this project meets both the short- and long-term environmental goals of the City of Placentia, with no identifiable disadvantage for either circumstance.
- c. *Less Than Significant With Mitigation Incorporated* – Based on the analysis in this Initial Study, the proposed Veteran's Village Project has the potential to cause impacts that are individually or cumulatively considerable. There are no other projects in the project vicinity to which this project would contribute to a cumulatively considerable impact. The issues of Aesthetics, Air Quality, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, and Noise require the implementation of mitigation measures to reduce impacts to a less than significant level and ensure that cumulative effects are not cumulatively considerable. All other environmental issues were found to have no significant impacts without implementation of mitigation. The potential cumulative environmental effects of implementing the proposed project have been determined to be less than considerable and thus, less than significant impacts.
- d. *Less Than Significant With Mitigation Incorporated* – The proposed project includes activities that have a potential to cause direct substantial adverse effects on humans. The issues of Aesthetics, Air Quality, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, and Noise require the implementation of mitigation measures to reduce human impacts to a less than significant level. All other environmental issues were found to have no significant impacts on humans without implementation of mitigation. The potential for direct human effects from implementing the proposed project have been determined to be less than significant.

### Conclusion

This document evaluated all CEQA issues contained in the latest Initial Study Checklist form. The evaluation determined that either no impact or less than significant impacts would be associated with the issues of agricultural and forestry resources, air quality, biological resources, cultural resources, geology/soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, population/housing, public services, recreation, and utilities/service systems. The issues of Aesthetics, Air Quality, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, and Noise require the implementation of mitigation measures to reduce impacts to a less than significant level. The required mitigation has been proposed in this Initial Study to reduce impacts for these issues to a less than significant impact.

Based on the findings in this Initial Study, the City of Placentia proposes to adopt a Mitigated Negative Declaration (MND) for the Veteran's Village Project, including the proposed general plan amendment, zone change, and development agreement. A Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) will be issued for this project by the City of Placentia. The Initial Study and NOI will be circulated for 20 days of public comment because this project does not involve the state as either a responsible or trustee agency. At the end of the 20-day review period, a final MND package will be prepared and it will be reviewed by the City of Placentia for possible adoption at a future City council meeting, the date for which has yet to be determined. If you or your agency comments on the MND/NOI for this project, you will be notified about the meeting date in accordance with the requirements in Section 21092.5 of CEQA (statute).

## SUMMARY OF MITIGATION MEASURES

### Aesthetics

- I-1 Prior to approval of the Final Design, an analysis of potential glare from sunlight or exterior lighting to impact vehicles traveling on adjacent roadways shall be submitted to the City for review and approval. This analysis shall demonstrate that due to building orientation or exterior treatment, no significant glare may be caused that could negatively impact drivers on the local roadways or impact adjacent land uses. If potential glare impacts are identified, the building orientation, use of non-glare reflective materials or other design solutions acceptable to the City of Placentia shall be implemented to eliminate glare impacts.

### Air Quality

- III-1 Fugitive Dust Control: The following measures shall be incorporated into Project plans and specifications for implementation:
- Apply soil stabilizers or moisten inactive areas.
  - Water exposed surfaces as needed to avoid visible dust leaving the construction site (typically 2-3 times/day).
  - Cover all stock piles with tarps at the end of each day or as needed.
  - Provide water spray during loading and unloading of earthen materials.
  - Minimize in-out traffic from construction zone.
  - Cover all trucks hauling dirt, sand, or loose material and require all trucks to maintain at least two feet of freeboard.
  - Sweep streets daily if visible soil material is carried out from the construction site.
- III-2 Exhaust Emissions Control: The following measures shall be incorporated into Project plans and specifications for implementation:
- Utilize well-tuned off-road construction equipment.
  - Establish a preference for contractors using Tier 3 or better heavy equipment.
  - Enforce 5-minute idling limits for both on-road trucks and off-road equipment.
- III-3 Occupancy Emissions  
Operational emissions are not anticipated to exceed their respective SCAQMD significance thresholds with application of the following measure:
- Utilize SCAQMD approved Rule 445 devices rather than wood burning fireplaces for any residential use.
  - All residential living areas shall be equipped with air filtration systems operating under positive pressure rated at MERV 13 or higher.
  - Replacement filters shall be made available through the apartment management for the project.

### Cultural Resources

- V-1 Should any cultural resources be encountered during construction of these facilities, earthmoving or grading activities in the immediate area of the finds shall be halted and an onsite inspection shall be performed immediately by a qualified archaeologist. Responsibility for making this determination shall be with the City onsite inspector. The archaeological professional shall assess the find, determine its significance, and make recommendations for appropriate mitigation measures within the guidelines of the California Environmental Quality Act.

- V-2 Should any paleontological resources be encountered during construction of these facilities, earthmoving or grading activities in the immediate area of the finds shall be halted and an onsite inspection should be performed immediately by a qualified paleontologist. Responsibility for making this determination shall be with the City onsite inspector. The paleontological professional shall assess the find, determine its significance, and make recommendations for appropriate mitigation measures within the guidelines of the California Environmental Quality Act.

**Geology and Soils**

- VI-1 Stored backfill material shall be covered with water resistant material during periods of heavy precipitation to reduce the potential for rainfall erosion of stored backfill material. If covering is not feasible, then measures such as the use of straw bales or sand bags shall be used to capture and hold eroded material on the Project site for future cleanup.
- VI-2 All exposed, disturbed soil (trenches, stored backfill, etc.) shall be sprayed with water or soil binders twice a day, or more frequently if fugitive dust is observed migrating from the site within which the Veteran's Village is being constructed.
- VI-3 The WQMP shall incorporate Low Impact Development designs to manage storm water runoff post development. The WQMP shall incorporate an appropriate hydrology evaluation to demonstrate no downstream discharges meet both water quality and drainage system requirements.

**Hazards and Hazardous Materials**

- VIII-1 All spills or leakage of petroleum products during construction activities shall be remediated in compliance with applicable state and local regulations regarding cleanup and disposal of the contaminant released. Any contaminated waste will be collected and disposed of at an appropriately licensed disposal or treatment facility. This measure will be incorporated into the SWPPP prepared for the Project development.

**Noise**

- XII-1 The developer shall require the installation side windows (east and west facing) on the Veteran's Village building in living or sleeping areas should be premium dual-paned windows with a minimum sound transmission class (STC) rating of 33 or higher. In addition the 8-foot tall block wall shall be installed prior to construction to minimize noise exposure for construction employees during construction.
- XII-2 The developer shall require the installation of a mechanical ventilation system affording comfort under closed window conditions.

**REFERENCES**

California Regional Water Quality Control Board – Santa Ana Region; Order No. R8-2012-0035, NPDES No. CA0110604; Waste Discharge Requirements and National Pollutant Discharge Elimination System for Orange County Sanitation District; Reclamation Plant No. 1 and Treatment Plant No. 2 (June 18, 2012)

CRM TECH, *"Historical/Archaeological Resources Records Check, Veteran's Village Project, City of Placentia, Orange County, California,"* September 8, 2016

Giroux & Associates, *"Air Quality and GHG Impact Analysis, Veteran's Village, City of Placentia, California,"* September 2, 2016

Giroux & Associates, *"Noise Impact Analysis, Veteran's Village, City of Placentia, California,"* November 8, 2016

Placentia General Plan, <http://www.placentia.org/generalplan>

Urban Crossroads, *"Placentia Veteran's Village Trip General Evaluation,"* October 19, 2016

U.S. Fish and Wildlife Services, *Veteran's Village, Placentia "IPaC Trust Resources Report,"* generated July 6, 2016

<http://www.placentia.org/index.aspx?NID=17> Police

<http://www.placentia.org/index.aspx?NID=613> (accessed November 9, 2016) Proposed Placentia General Plan Update November 2014

[http://www.gswater.com/placentia/files/2012/12/Placentia\\_2010\\_UWMP.pdf](http://www.gswater.com/placentia/files/2012/12/Placentia_2010_UWMP.pdf)

**FIGURES**

**APPENDIX 1**

**APPENDIX 2**

**APPENDIX 3**

**APPENDIX 4**

**APPENDIX 5**