

MAYOR SUSAN SONNE VICE MAYOR JOYCE AHN COUNCIL MEMBER ARTHUR C. BROWN COUNCIL MEMBER ADSÉ T. CASTAÑEDA COUNCIL MEMBER CONNOR TRAUT

Tuesday, March 26, 2024, 5:00 PM Council Chamber 6650 Beach Boulevard Buena Park, CA 90621

# BUENA PARK CITY COUNCIL REGULAR MEETING AGENDA

# 5:00 p.m. PUBLIC HEARINGS AT 6:00 P.M.

### VIDEO CONFERENCE PARTICIPATION (Zoom)

https://us06web.zoom.us/j/87157721506?pwd=vbiPGayKXEX73e3mrGiGTX0UGwwTH3.1 MEETING ID: 871 5772 1506 PASSCODE: 761489

Conference Call: (669) 900-6833

#### SPECIAL NOTICE REGARDING PUBLIC MEETINGS

On September 13, 2022, Governor Newsom signed Assembly Bill 2449, which permits City Council Members to participate in City Council Meetings via teleconferencing for emergency circumstances or just cause reasons. Videoconferencing allows the City to continue to conduct essential business and comply with Public Health Administration recommendations to protect the public and City employees and limit exposure. Please be advised that some City Council Members may attend this meeting via videoconference. The public has the following options to provide comments during the meeting:

#### **OPTION 1: IN-PERSON**

The public may attend this meeting in-person. Those wishing to speak are asked to add your speaker information at the digital kiosk located at the Council Chamber entrance. Comments are limited to no more than three minutes each.

#### **OPTION 2: VIA EMAIL**

Members of the public may submit their comments in writing by sending them to the City Clerk's Office at comments@buenapark.com.

#### OPTION 3: VIRTUALLY (VIA ZOOM)

#### • Zoom Conference Call: (669) 900-6833

You may request to speak by dialing \*9 from your phone when the designated public comment period, as listed on the agenda, has been opened. After City staff confirms the last three digits of the caller's phone number or Zoom ID and unmutes you, *the caller must press* \*6. Callers are encouraged, but not required, to identify themselves by name. Each caller has three (3) minutes to speak.

#### • Zoom Virtual Participation

https://us06web.zoom.us/j/87157721506?pwd=vbiPGayKXEX73e3mrGiGTX0UGwwTH3.1 MEETING ID: 871 5772 1506 PASSCODE: 761489

Virtually "raise your hand" when the designated public comment period, as listed on the agenda has been opened. Wait to be called on by City staff, unmute your audio, your name and city of residency is requested, but not required. Each participant has three (3) minutes to speak.

In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, please contact the City Clerk's Office at (714) 562-3750. Notification at least 48 hours prior to the meeting will enable the City to make arrangements to assure accessibility.

All regular meetings of the City Council are available on the City's website at www.buenapark.com and the City's Cable Channel BPTV Channel 3/99. Please contact the City Clerk's Office at (714) 562-3750 for any questions.

#### 1: GENERAL

1A. CALL TO ORDER

1B. ROLL CALL

#### **1C. INVOCATION**

- Jonathan Lee, BPPD Police Chaplain

#### **1D. PLEDGE OF ALLEGIANCE**

— Adrian Garcia, Finance Manager

#### **1E. CITY MANAGER REPORT**

— Aaron France, City Manager

#### **2: PRESENTATIONS**

#### 2A. INVITATION TO SPRING EGGSTRAVAGANZA

#### **3: ORAL COMMUNICATIONS**

#### **3A. ORAL COMMUNICATIONS**

This is the portion of the meeting set aside to invite public comments regarding any matter within the jurisdiction of the City Council. Public comments are limited to no more than three minutes each. If comments relate to a specific agenda item, those comments will be taken following the staff report for that item and prior to the City Council vote. Those wishing to speak are asked to add your information at the digital public kiosk located at the entrance of the Council Chamber. Those wishing to speak using the videoconferencing feature are asked to raise your hand now by either dialing \*9 or the raise hand feature.

#### **4: CONSENT CALENDAR**

The items listed under the Council Consent Calendar are considered routine business and will be voted on together by one motion unless a Council Member requests separate action. At this time the City Council or public may ask to speak on any item on the Consent Calendar.

#### 4A. APPROVAL OF MINUTES

- Recommended Action: Approve the Minutes of the Special and Regular City Council Meetings of March 12, 2024.

#### 4B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS

- Recommended Action: Adopt Resolutions approving the Claims and Demands.

#### 4C. TREASURER'S REPORT FOR THE MONTH OF FEBRUARY 2024

- Recommended Action: Receive and file the reports.

#### 4D. ADOPT A RESOLUTION TO REESTABLISH EXISTING PARKING RESTRICTIONS ON THE EAST SIDE OF VALLEY VIEW STREET BETWEEN LA PALMA AVENUE AND LA CANADA CIRCLE TO ALLOW FOR A 30-FOOT LOADING ZONE AT 7860 VALLEY VIEW STREET

— Recommended Action: 1) Adopt a resolution to rescind Resolution R5771; 2) Reestablish existing parking restrictions on the east side of Valley View Street between La Palma Avenue and La Canada Circle; and, 3) Create a 30-foot loading zone at 7860 Valley View Street.

#### 4E. CHANGE ORDER NO. 2 WITH RMS CONSTRUCTION FOR THE SENIOR CENTER PICKLEBALL COURT PROJECT

- Recommended Action: 1) Approve Change Order (CO) No. 2 in the amount of \$14,831.13 for the Senior Center Pickleball Court Project; 2) Authorize a budget transfer in the amount of \$13,000 from the Senior Center Interior Development Fund Account for this purpose; and, 3) Authorize the Director of Public Works to execute CO No. 2.

#### 4F. FINAL PAYMENT FOR THE PHASE 2 TRAIL IMPROVEMENTS SCE CORRIDOR PROJECT

- Recommended Action: 1) Accept project as complete and approve final payment to CS Legacy Construction, Inc. in the amount of \$44,198.05; and, 2) Authorize the Public Works Department to file a Notice of Completion.

#### 4G. FINAL PAYMENT FOR THE CERRITOS AVENUE FRONTAGE ROAD REHABILITATION PROJECT

- Recommended Action: 1) Accept project as complete and approve final payment to Onyx Paving Company, Inc. in the amount of \$46,075; 2) Authorize the Public Works Department to file a Notice of Completion; and, 3) Approve a budget transfer in the amount of \$33,683.50 from the La Palma Turn Lane Extension CIP account (21-3914-599700).

4H. APPROVAL TO RENAME THREE CITY PARKS: SMITH MURPHY PARK, CHARLES A. LINDBERG PARK AND SAN MARINO PARK

- Recommended Action: 1) Approve the renaming of Smith Murphy Park to Friendship Park, Charles A. Lindbergh Park to Bessie Coleman Park, and San Marino Park to Heroes Park.

4I. BUDGET AMENDMENT TO CULTURAL PROGRAMS BUDGET FOR MEMORIAL DAY REMEMBRANCE SERVICE AND JUNETEENTH CELEBRATION

- Recommended Action: 1) Approve a budget amendment in the amount of \$17,850 for FY 23-24 and \$17,850 for FY 24-25 to implement the Memorial Day Remembrance Service (\$6,640) and Juneteenth Celebration (\$11,210) for each fiscal year.

#### **5: NEW BUSINESS**

No Items

#### **6: PUBLIC HEARING**

Public Hearings are held at 6:00 PM

6A. ADOPT AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT; ADOPT RESOLUTIONS APPROVING VARIANCE AND SITE PLAN REVIEW; AND, APPROVE THE PURCHASE AND SALE AGREEMENT FOR A NEW HOTEL DEVELOPMENT PROJECT AT 7860 BEACH BOULEVARD

— Recommended Action: 1) Adopt an Ordinance approving Development Agreement (DA-23-1) and Resolutions approving Variance (V-23-2) and Site Plan Review (SP-24-3) for the development of a six-story, 140-room hotel development at 7860 Beach Boulevard; and 2) Approve the Purchase and Sale Agreement (PSA) between the City of Buena Park and KB Acquisitions, LLC, for the sale of City-owned property located at 7860 Beach Boulevard; 3) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 4) Authorize the City Manager and City Clerk to execute the agreement.

6B. ORDINANCE ADOPTING TEXT AMENDMENT NO. C-24-2 TO REVISE TITLE 19 OF THE BUENA PARK MUNICIPAL CODE REGARDING DEVELOPMENT STANDARDS FOR ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS Zoning Text Amendment within Title 19 of the Buena Park Municipal Code regarding development standards for Accessory Dwelling Units and Junior Accessory Dwelling Units in the Single-Family and Multifamily Residential Zones Section 19.348.010 (Accessory Dwelling Units and Junior Accessory Dwelling Units) Citywide.

Recommended Action: 1) Conduct a public hearing; and, 2) Make certain findings and adopt an Ordinance amending Title
 19 (Zoning) of the Buena Park Municipal Code (BPMC) in specified Section 19.348.010 related to Accessory Dwelling Units and Junior Accessory Dwelling Units within Single-Family and Multifamily residential zones.

#### 7: COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

7A. COUNCIL MEMBER ANNOUNCEMENTS, CONFERENCE REPORTS AND CALENDAR REQUESTS

#### 8: RECESS

8A. RECESS

#### 9: STUDY SESSION

9A. DISCUSS AND PROVIDE DIRECTION ON A COMMERCIAL CORRIDOR BLIGHT ABATEMENT AND FACADE IMPROVEMENT PROGRAM

9B. DISCUSS AND PROVIDE DIRECTION ON THE RENOVATION OF THE PEAK PARK POOL BUILDING

#### **10: CITY MANAGER REPORT**

10A. CITY MANAGER REPORT

#### 11: COMMISSION & COMMITTEE UPDATES

**11A. COMMISSION & COMMITTEE UPDATES** 

#### 12A. ADJOURNMENT

This agenda contains a brief general description of each item to be considered. Supporting documents are available for review and copying at City Hall or at www.buenapark.com. Supplementary materials distributed to the City Council less than 72 hours before the meeting are posted to the City's website at www.buenapark.com and copies are available for public inspection beginning the next regular business day in the City Clerk's Office. Video streaming of the meeting is available on the City's website. This governing body is prohibited from discussing or taking action on any item which is not included in this agenda; however, may ask clarifying questions, ask staff to follow-up, or provide other direction. The order of business as it appears on this agenda may be modified by the governing body.

In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, contact the City Clerk's Office at (714) 562-3750 or the California Relay Service at 711. Notification at least 48 hours prior to the meeting will enable the City to make arrangements to assure accessibility.

If you would like to participate in any matter of business on the agenda and would like translation in Korean or Spanish please contact the **City Clerk's Office at (714) 562-3750 48-hours prior to the meeting**. Residents requiring translation during Oral Communications are encouraged to bring interpreters.

시의제 목록에 있는 정식 안건에 대해 의견을 발표하고 싶으신 경우, 중국어, 한국어, 스패니쉬, 타갈로에 대한 통역사가 필요하시면 시미팅 48시간전 시서기 오피스로 (714-562-3750) 연락하시면 됩니다. 정식안건이 아닌 주민 발언시간에 발표하실 경우, 본인의 통역사를 직접 모시고 오시면 감사하겠습니다.

Si le gustaría participar en audiencia pública o cualquier asunto de negocios programado en la agenda y necesita traducción en chino, coreano, español, tagalo o vietnamita, comuníquese con la Oficina del Secretario de la Ciudad, 48 horas antes de la reunión al (714) 562-3750. Para participar en los comentarios públicos sobre cualquier otro asunto dentro de la jurisdicción del ayuntamiento, se les recomienda que traiga un intérprete.

I, Adria M. Jimenez, MMC, City of Buena Park, do hereby certify, under penalty of perjury under the laws of the State of California that a full and correct copy of this agenda was posted pursuant to Government Code Section 54950 et. seq., at Buena Park City Hall, 6650 Beach Blvd., and uploaded to the City of Buena Park website www.buenapark.com.

Adria M. Jimenez, MMC Director of Government and Community Relations City Clerk

Date Posted: March 21, 2024

# **City of Buena Park**

# City Council Regular Meeting Agenda Report

#### **APPROVAL OF MINUTES**

Meeting	Agenda Group
Tuesday, March 26, 2024, 5:00 PM	CONSENT CALENDAR Item: 4A
Presented By	Prepared By
Anna Badillo, Assistant City Clerk	Anna Badillo
Approved By	
Aaron France, City Manager	
RECOMMENDED ACTION	

Approve the Minutes of the Special and Regular City Council Meetings of March 12, 2024.

#### **Attachments**

2024-03-12 CC M 3PM.pdf 2024-03-12 CC M 5PM.pdf MINUTES OF A SPECIAL MEETING OF THE BUENA PARK CITY COUNCIL HELD MARCH 12, 2024

Vol. 50 Pg. 1

## 1. CALL TO ORDER

The City Council met in a special meeting on Tuesday, March 12, 2024, at 3:00 p.m., in the Council Chamber of the Civic Center, 6650 Beach Boulevard, Buena Park, California, Mayor Sonne presiding.

# 1A. CALL TO ORDER

# 1B. ROLL CALL

PRESENT: Brown, Castañeda, Traut, Ahn, Sonne ABSENT: None

Also present were: Aaron France, City Manager; Chris Cardinale, City Attorney; and Adria M. Jimenez, MMC, Director of Government and Community Relations/City Clerk.

## 1C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Council Member Castañeda.

# 2A. ORAL COMMUNICATIONS

Mayor Sonne announced the public may at this time address the members of the City Council on any matters within the jurisdiction of the City Council. There being none, Mayor Sonne closed oral communications.

## 3. CLOSED SESSION

Mayor Sonne stated the need for a closed session as scheduled and ordered the meeting into closed session.

 3A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION Pursuant to Gov. Code Section 54956.9 (d)(4)
 Based on existing facts and circumstances, the City is seeking legal advice on whether to protect the City's rights and interests by initiating litigation.

Number of potential cases: One

3B. CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Gov. Code Section 54957.6 Employee Organizations: Buena Park City Employees' Association; Buena Park Technical, Office, and Professionals Association; Buena Park Management Unit; Buena Park Police Management Association; Buena Park Police Association; and, Buena Park Unrepresented Employees

Mayor Sonne reconvened the meeting in open session and it was announced that no reportable action was taken for Item Nos. 3A and 3B.

# ADJOURNMENT

There being no further business, Mayor Sonne adjourned the meeting at 4:07 p.m.

Mayor

ATTEST:

City Clerk

#### MINUTES OF CITY COUNCIL MEETING OF THE CITY OF BUENA PARK HELD MARCH 12, 2024

Vol. 50 Pg. 1

# 1. GENERAL

The City Council met in a regular session on Tuesday, March 12, 2024, at 5:00 p.m. in the City Council Chamber of the Civic Center, 6650 Beach Boulevard, Buena Park, California, Mayor Sonne presiding.

# 1A. CALL TO ORDER

# 1B. ROLL CALL

PRESENT: Brown, Castañeda, Traut, Ahn, Sonne ABSENT: None

Also present were: Aaron France, City Manager; Chris Cardinale, City Attorney; and, Adria M. Jimenez, MMC, Director of Government and Community Relations/City Clerk.

# 1C. INVOCATION

The Invocation was led by Gerardo Arenado, OCFA Battalion Chaplain.

# 1D. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Aiyana Boucher and Penelope Cleveland, Holder Elementary School students.

# 1E. CITY MANAGER REPORT

City Manager France reported the following:

- Korean Resource Fair, Saturday, March 16, 2024, 9:00 a.m. 1:00 p.m., Community Center Parking Lot
- Orange County Fire Authority Open House, Saturday, March 16, 2024, 10:00 a.m. 3:00 p.m., 1 Fire Authority Road, Irvine, CA

# 2. PRESENTATIONS

## 2A. WINGS AFTER SCHOOL PROGRAM MUSICAL PRESENTATION

Community Services Coordinator Van Sickle introduced the students of the Savanna Elementary School District's WINGS After School Program.

Savanna Elementary School District Superintendent Dr. Sue Johnson thanked the City Council for their support in the WINGS After School Program.

## 2B. PROCLAMATION RECOGNIZING MARCH 2024 AS WOMEN'S HISTORY MONTH Presented to Members of WE LEAD BP

Mayor Sonne and Vice Mayor Ahn presented the proclamation recognizing March 2024 as Women's History Month to the members of WE LEAD BP.

Planning Manager Meshram, Human Resources Manager Valdez, and Senior Management Analyst Fewer shared highlights of the year as well as the accomplishments of WE LEAD BP, and, on behalf of all members of WE LEAD BP, thanked the City Council for their continued support.

# 3A. ORAL COMMUNICATIONS

Mayor Sonne announced the public may at this time address the members of the City Council on any matters within the jurisdiction of the City Council. There being no requests to speak, Mayor Sonne closed oral communications.

# 4. CONSENT CALENDAR (4A – 4I)

Mayor Sonne announced that Consent Calendar Item Nos. 4A through 4I would be acted upon by one motion affirming the actions as recommended on the agenda and agenda bills submitted and inquired if anyone present desired to have any item removed for separate consideration. There being no requests for separate consideration, the following action was taken on Item Nos. 4A - 4I:

MOTION:BrownSECOND:CastañedaAYES:Brown, Castañeda, Ahn, Traut, SonneNOES:None

MOTION CARRIED that all actions recommended on Consent Calendar Item Nos. 4A – 4I be approved.

# Minutes

4A. APPROVAL OF MINUTES Recommended Action: Approve the Minutes of the Regular City Council Meeting of February 27, 2024.

APPROVED the recommended action.

# Finance 75

4B. RESOLUTIONS APPROVING CLAIMS AND DEMANDS Recommended Action: Adopt Resolutions approving Claims and Demands.

ADOPTED the following titled resolutions:

## RESOLUTION NO. 14812

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF \$673,980.24 DEMAND NOS. 423563 THROUGH 423756 CANCELLED NOS. 419853, 419893, 420149, 420365 AND 423400

## RESOLUTION NO. 14813

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF \$909,620.56 COVERING REGULAR PAYROLL ENDING FEBRUARY 16, 2024

## **Proclamations 119**

4C. PROCLAMATION RECOGNIZING MARCH 2024 AS WOMEN'S HISTORY MONTH Recommended Action: Approve Proclamation.

## Proclamations 119

4D. PROCLAMATION RECOGNIZING MARCH 11, 2024 AS ARBOR DAY Recommended Action: Approve Proclamation.

## Contracts 70 C-3848 Public Works Proj. 125 PW-934

4E. FINAL PAYMENT FOR THE CHARLES A. LINDBERGH PARK, JOHN BEAT PARK, SAN MARINO PARK, AND SAN ANTONIO PARK ADA IMPROVEMENTS PROJECT Recommended Action: 1) Accept project as complete and approve final payment to RMS Construction in the amount of \$20,026; and 2) Authorize the Public Works Department to file a Notice of Completion.

APPROVED the recommended action.

# Contracts 70 C-2850 C-3525 Budgets 47

APPROVE AMENDMENT AND AWARD A NEW PROFESSIONAL SERVICES 4F. AGREEMENT WITH CINTAS CORPORATION NO. 3 FOR UNIFORM RENTAL AND LAUNDRY SERVICES FOR CITY UNIFORMED PERSONNEL IN THE PUBLIC WORKS AND COMMUNITY SERVICES DEPARTMENTS Recommended Action: 1) Approve Amendment No. 3 and Budget Amendment to PSA 19-08 with Cintas in the amount of \$10,000 from the undesignated General Fund balance for FY 23-24; 2) Approve a five-year Professional Services Agreement (PSA) with Cintas Corporation No. 3 (Cintas) in an amount of \$213,000 for the rental and laundry service of uniforms for the Public Works Department field staff, the rental and laundry service of floor mats located in various City buildings, and for providing specialized cleaning supplies; 3) Approve a budget amendment in the amount of \$15,000 from the undesignated General Fund balance for FY 24-25 for the new agreement; 4) Determine that dispensing with competitive bidding under Section 3.28.080 (E) of the Buena Park Municipal Code is in the best interest of the City because this contractor was previously awarded a contract with OMNIA Partners through a competitive bid process and utilizing a previously awarded contract will result in the lowest price for the City; 5) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the amendment and agreement; and, 6) Authorize the City Manager and City Clerk to execute the amendment and agreement.

APPROVED the recommended action.

# Contracts 70 C-3494 Budgets 47

4G. AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH KNOWLAND CONSTRUCTION SERVICES, INC. FOR DIVISION OF THE STATE ARCHITECT (DSA) REQUIRED SHADE STRUCTURE INSPECTION SERVICES Recommended Action: 1) Approve Amendment No. 2 to Professional Services Agreement (PSA) No. 23-11 with Knowland Construction Services, Inc. to perform additional Department of the State Architect (DSA) required inspection services for the Whitaker School Park Project in the amount of \$12,800; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the amendment; 3) Authorize the City Manager and City Clerk to execute the amendment; and, 4) Approve a reallocation from the approved construction contingency to construction engineering in the amount of \$12,800.

APPROVED the recommended action.

# Budgets 47

4H. RESOLUTION APPROPRIATING FUNDS FOR PRIOR YEAR CAPITAL IMPROVEMENT PROJECTS, OTHER CARRYOVERS, AND MID-YEAR BUDGET

ADJUSTMENTS

Recommended Action: 1) Adopt a resolution appropriating funds for prior year capital improvement projects, other carryovers, and mid-year budget adjustments.

APPROVED the recommended action and ADOPTED the following titled resolution:

# RESOLUTION NO. 14814

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROPRIATING FUNDS FOR PRIOR YEAR CAPITAL IMPROVEMENT PROJECT CARRYOVERS, OTHER CARRYOVERS, AND MID-YEAR BUDGET ADJUSTMENTS

# City Council 55 Policies 186

4I. APPROVE AMENDMENT TO CITY COUNCIL POLICY NO. 27 USE OF CITY'S ELECTRONIC MAIL (EMAIL) SYSTEM Recommended Action: Approve an amendment to City Council Policy No. 27 Use of City's Electronic Mail (Email) System to extend the length of time the City maintains emails to 90 days.

APPROVED the recommended action.

END OF CONSENT CALENDAR

# 5. NEW BUSINESS (5A)

## Contracts 70 C-3497A C-3497B

5A. FACILITY LEASE AGREEMENT WITH THE BUENA PARK COLLABORATIVE/ONE OC AND THE NORTH ORANGE COUNTY CHAMBER OF COMMERCE FOR USE OF THE STAGE STOP HOTEL AT 6601 BEACH BOULEVARD

Recommended Action: 1) Approve a facility lease agreement with both the Buena Park Collaborative/OneOC ("Collaborative") and the North Orange County Chamber of Commerce ("Chamber") for use of the Stage Stop Hotel located at 6601 Beach Boulevard; 2) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and 3) Authorize the City Manager and City Clerk to execute the agreement.

Senior Management Analyst Fewer provided a report regarding the history of Buena Park Collaborative/Once OC's ("Collaborative") lease agreement with the City of Buena Park, and that the Collaborative currently leases the first floor of the Stage Stop Hotel. Senior Management Analyst Fewer also discussed the North Orange County Chamber of Commerce's approved lease agreement with the City of Buena Park in 2023. The Collaborative has recently requested to utilize less space at the building than originally proposed. Their new proposal is to store materials and files at the location with some use of meeting space, as needed. Due to this, the Collaborative has requested to have their utility allowance reduced to \$50 per month or \$600 per year. The Chamber's portion of the agreement will not change as they will continue to pay rent in the amount of \$1,000 a month or \$12,000 per year.

At 5:28 p.m., Mayor Sonne recused herself from item discussion and left the room, and returned to the dais at 5:32 p.m.

MOTION:	Brown
SECOND:	Castañeda
AYES:	Brown, Castañeda, Ahn, Traut
NOES:	None
ABSTAIN:	Sonne

MOTION CARRIED to approve the recommended action.

# 6. PUBLIC HEARING

Item taken out of order.

# Block Grants 1913

6A. APPROVAL OF PROPOSED ACTIVITIES AND BUDGET FOR FISCAL YEAR (FY) 2024-2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Recommended Action: 1) Review and approve the proposed activities and budget for the Fiscal Year (FY) 2024-2025 Community Development Block Grant (CDBG) Program to be incorporated into the City's Annual Action Plan.

Housing/CDBG Analyst Suarez provided a report regarding the proposed activities and budget for the Fiscal Year 2024-2025 Community Development Block Grant (CDBG) Program to be incorporated into the City's Annual Action Plan. The City published and posted a notice of CDBG funding availability to request proposals for FY 2024-2025 on November 17, 2023, with a deadline to submit funding requests by December 21, 2023. The City received 11 funding requests from City departments and non-profit agencies for a total amount of \$967,874, all of which are attached in the agenda report. A public hearing notice was also published in the newspaper and posted the required locations on February 23, 2024. At this time, the U.S. Department of Housing and Urban Development (HUD) has not announced the City's CDBG allocation, but is requiring all grantees to move forward with the budget process and submit their Annual Action Plan by May 15, 2024. Based on the City's CDBG allocation for FY 2023-2024, staff estimated the City to receive \$749,820 in grant funds, and \$183,335 from prior years' unallocated program funds. Upon receipt of HUD's official CDBG allocation for the City, staff will adjust the budget proportionately under the City Manager's discretion. Housing/CDBG Analyst Suarez noted that the Annual Action Plan containing the final CDBG budget will be presented to the City Council prior to submission.

Mayor Sonne stated that this was the time and place for a public hearing to consider the proposed activities and budget for the Fiscal Year (FY) 2024-2025 Community Development Block Grant (CDBG) Program to be incorporated into the City's Annual Action Plan. Mayor Sonne opened the public hearing and inquired if anyone present desired to speak. There being no one desiring to speak, Mayor Sonne closed the public hearing.

Council Member Brown and Council Member Castañeda commended the Community Development Block Grant Committee for their hard work.

Council Member Castañeda asked for clarification about the decrease in budget for the Senior Transportation Program.

Housing/CDBG Analyst Suarez explained that the decrease was due to the need to meet the public service cap of 15%. It was also noted that the public service cap was applied to all the public services programs listed on the 2024-2025 Community Development Block Grant (CDBG) Budget Matrix.

MOTION:CastañedaSECOND:TrautAYES:Castañeda, Traut, Ahn, Brown, SonneNOES:None

MOTION CARRIED to approve the recommended action.

# Master Plan-Comp-Gen 14.2

6B. ADOPT RESOLUTIONS AND ORDINANCE APPROVING GENERAL PLAN AMENDMENT (GP-22-1), ZONE CHANGE (Z-22-1), SITE PLAN (SP-22-13), AND MITIGATED NEGATIVE DECLARATION (MND-22-1) TO ALLOW THE CONSTRUCTION OF A 12-UNIT RESIDENTIAL APARTMENT DEVELOPMENT AT 7682, 7692, 7712, AND 7722 CRAIG AVENUE

Recommended Action: 1) Conduct a public hearing and thereafter based on the analysis provided in this agenda report and the facts and findings provided in the attached Resolutions and Ordinance, adopt Resolutions and an Ordinance approving General Plan Amendment GP-22-1, Zone Change Z-22-1, Site Plan SP-22-13, and Mitigated Negative Declaration MND-22-1.

Senior Planner Luna provided a report regarding the resolutions and an ordinance approving General Plan Amendment GP-22-1, Zone Change Z-22-1, Site Plan SP-22-13, and Mitigated Negative Declaration MND-22-1. The proposed project consists of two (2) three-story buildings containing six (6) apartments each for a total of twelve (12) units located on the south side of Craig Avenue, west of Beach Boulevard, and consists of four vacant parcels. Each unit will include three (3) bedrooms, two (2) bathrooms, and an attached two-car garage, two of which will have an additional bathroom on the ground level to comply with accessibility requirements. Moreover, the Buena Park Municipal Code (BPMC) requires multi-family developments with three or more bedrooms to provide three (3) parking spaces per unit, with at least one of the spaces covered. The proposed project will have a total of 24 covered parking spaces and 12 open parking spaces. The project provides approximately 11,037 sq. ft. of common open space area throughout the development, and a combined total of approximately 1,750 sq. ft. of additional private outdoor open space. Senior Planner Luna discussed the entitlements required for the project. The requirements are a General Plan Land Use Map Amendment, Zone Change, and Site Plan. Furthermore, staff recommended that the City Council adopt the Resolutions and an Ordinance approving the General Plan Amendment GP-22-1, Zone Change Z-22-1, Site Plan SP-22-13, and Mitigated Negative Declaration MND-22-1.

Mayor Sonne stated that this was the time and place for a public hearing to consider the adoption of Resolutions and an Ordinance approving the General Plan Amendment GP-22-1, Zone Change Z-22-1, Site Plan SP-22-13, and Mitigated Negative Declaration MND-22-1. Mayor Sonne opened the public hearing and inquired if anyone present desired to speak.

Director of Government and Community Relations/City Clerk Jimenez acknowledged an email correspondence received by the City from In Jae Yoo in opposition to the proposed project with an attached petition signed by neighbors.

Jeong Gun Yoo, Buena Park resident, spoke in opposition of the proposed project due to it obstructing the view and privacy from his property.

Hanna Nadres, Buena Park resident, spoke in opposition of the proposed project, and about traffic safety concerns in and around Craig Avenue.

William Bergin, Buena Park resident, spoke in opposition of the proposed project due to the traffic and other nuisances the new development would cause residents who live on Craig Avenue.

There being no further requests to speak, Mayor Sonne closed the public hearing.

Council Member Traut asked about installation of underground utilities for the Craig Avenue development project; installation of a traffic light at the intersection of Craig Avenue and Beach Boulevard; and, designation of no parking clearance zones.

Vice Mayor Ahn asked about the feasibility of installing a traffic light at the intersection of Craig Avenue and Beach Boulevard, and spoke in support of the residential apartment development at Craig Avenue.

Senior Planner Luna explained that there are conditions of approval that would require the applicant to underground the utility lines along Craig Avenue. Additionally, the applicant would be required to install a new street light and provide a sidewalk along the frontage of the property. As for the question regarding the traffic light, Senior Planner Luna deferred the question to the Environmental Consultant, who prepared the traffic analysis which warrant that additional traffic lights are not required.

Director of Public Works Mikhael indicated that for intersections that do not warrant a signalized intersection, the City could add signage and road markings to delineate that there is an intersection ahead, or a different path of travel coming from Craig Avenue onto Beach Boulevard. Keep Clear zones are typically used for areas where traffic could block. However, this does not serve as a warning to oncoming traffic. Director Mikhael also discussed that the City has not considered installing a traffic signal at the intersection of Craig Avenue and Beach Boulevard because, per the MUTCD, it is not recommended to have a traffic signal within a quarter mile of another traffic signal especially on coordinated corridors.

Council Member Castañeda, Council Member Brown, and Mayor Sonne spoke in support of the residential apartment development at Craig Avenue.

Council Member Brown responded to concerns raised regarding the proposed development blocking residents' views.

Mayor Sonne indicated the need to find solutions to address the traffic and vehicles' speed along Beach Boulevard.

MOTION:CastañedaSECOND:BrownAYES:Castañeda, Brown, Traut, Ahn, SonneNOES:None

MOTION CARRIED to approve the recommended action and ADOPTED the following titled resolutions and ordinance:

## RESOLUTION NO. 14815

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT GP-22-1 AMENDING THE GENERAL PLAN LAND USE MAP FROM LOW DENSITY RESIDENTIAL TO HIGH DENSITY RESIDENTIAL FOR THE PROPERTIES LOCATED AT 7682, 7692, 7712, AND 7722 CRAIG AVENUE, AND MAKING FINDINGS IN SUPPORT THEREOF

## RESOLUTION NO. 14816

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING A REQUEST TO ALLOW FOR THE DEVELOPMENT OF A NEW 12-UNIT APARTMENT HOME COMMUNITY WITH ITS REQUIRED OFF-STREET PARKING, OPEN SPACE AND ASSOCIATED SITE IMPROVEMENTS FOR THE PROPERTIES LOCATED AT 7682, 7692, 7712, AND 7722 CRAIG AVENUE (APNS: 066-132-09, -15, -16, AND -17), AND MAKING FINDINGS IN SUPPORT THEREOF

# RESOLUTION NO. 14817

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING MITIGATED NEGATIVE DECLARATION NO. MND-22-1 FOR GENERAL PLAN AMENDMENT NO. GP-22-1, ZONE CHANGE NO. Z-22-1, AND SITE PLAN NO. SP-22-13, TO DEVELOP A 12-UNIT APARTMENT HOME COMMUNITY WITH ASSOCIATED PARKING AND SITE IMPROVEMENTS FOR THE PROPERTIES LOCATED AT 7682, 7692, 7712, AND 7722 CRAIG AVENUE (APNS: 066-132-09, -15, -16, AND -17)

# ORDINANCE NO. 1734

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING ZONE CHANGE Z-22-1 TO CHANGE THE ZONING CLASSIFICATION FROM RS-6 (ONE-FAMILY RESIDENTIAL) TO RM-20 (MEDIUM-DENSITY MULTIFAMILY RESIDENTIAL) FOR THE PROPERTIES LOCATED AT 7682, 7692, 7712, 7722 CRAIG AVENUE (APNS: 066-132-09, -15, -16, AND -17) WITHIN THE CITY OF BUENA PARK

7. MAYOR/CITY COUNCIL REPORTS AND CALENDAR

# 7A. REPORT

Council Member Castañeda reported the following:

- March 4 American Legion Post 354 Opsek Post 354 Speakeasy Bar and Lounge Soft Opening
- March 6 AltaMed PACE Facility Tour
- March 7 American Legion Post 354 Executive Board Meeting
- March 9 Assemblywoman Quirk-Silva's Breakfast Roundtable with CA State Treasurer Fiona Ma

Vice Mayor Ahn reported the following:

- February 28 OC Sanitation Joint Board Meeting
- March 2 Ethio-American Day Celebration Event
- March 3 Celebrated District 1 Resident Wilmer White's 100<sup>th</sup> Birthday
- March 4 Beatty Middle School Career Day
- March 4 Sister City Parent-Chaperone Orientation Meeting
- March 5 Cal Cities Webinar on Legislative Briefings
- March 6 7-Eleven Grand Opening Event at 8761 Knott Avenue
- March 6 OC Sanitation Operations Board Meeting
- March 7 Celebrated with Emery Elementary School for Winning First Place in the Local School District's Speech and Debate Competition
- March 7 U.S. Free Trade Agreement (KORUS FTA) Anniversary Celebration and Forum with Mayor Sonne and City Manager France
- March 8 DEI Ad-Hoc Committee Meeting
- March 9 Family Art Festival
- March 9 Soroptimist Awards Luncheon

Vice Mayor Ahn reported attending 14 other meetings and events to help the local community.

Council Member Traut reported the following:

- February 29 National AI Summit
- March 2 Reading Across America
- March 2 Buena Park Girls Softball Opening Day
- March 3 Baby Traut Baby Shower
- March 7 SCAG Energy and Environment Committee Meeting

Council Member Traut provided an update regarding the Committee's approval of Connect SoCal 2024 Regional Transportation Plan and Sustainable Community Strategy at the March 7, 2024 SCAG Energy and Environment Committee meeting. This 20-year plan with \$750 billion transportation investment and is a plan developed with involvement from over 50 organizations and agencies. The plan sets mobility goals; prioritizes transportation projects; forecasts regional development patterns; and, provides regional planning policies. Council Member Traut also reported his appointment of Buena Park resident Brandon Schooner as the District 5 Representative to the Climate Action Commission. Council Member Brown reported the following:

- March 6 SCAG Executive and Admin Committee Meeting
- March 7 SCAG Joint Committee and Regional Council Meeting
- March 7 Cal Cities OC Division Meeting
- March 9 SCAG Tour of ESRI (GIS) and Arrow Light Rail Service

Council Member Brown reported the approval of Connect SoCal 2024 Regional Transportation Plan and Sustainable Community Strategy at the March 7, 2024, SCAG, Energy and Environment Committee meeting and thanked Council Member Traut for his support on this plan.

Mayor Sonne reported the following:

- March 3 Celebrated District 1 Resident Wilmer White's 100<sup>th</sup> Birthday
- March 9 Peace Center Event at Jain Center

# 8. RECESS/RECONVENE

Mayor Sonne recessed the meeting at 5:57 p.m. and announced the meeting would be reconvened in the City Council Chamber. The meeting was reconvened at 6:05 p.m.

- 9. STUDY SESSION (9A 9C)
- 9A. DISCUSS AND PROVIDE DIRECTION REGARDING PROCUREMENT PREFERENCE POLICIES

Item taken out of order.

Purchasing Manager Averell provided a report regarding expanding the current procurement preference policy for local businesses. Local vendor preference (LVP) policies are typically defined by geographical scope and the City's current 1% LVP policy states that "In the case of a bid submitted by a local bidder as defined in Section 3.28.020, the Purchasing Manager shall, for the purpose of bid comparison only, reduce the amount of the bid by one percent (1%). Section 3.28.202 defines a local bidder as a firm or individual who regularly maintains a place of business and transacts business in, maintains an inventory of merchandise for sale in, and is licensed by, or pays business taxes to the City." Purchasing Manager Averell reported the findings from his surrounding agency LVP survey, and discussed the two possible options for expanding preferences for local businesses and possible concerns. Lastly, Purchasing Manager Averell noted the Purchasing Division's ongoing outreach efforts and ensured departments are encouraged to buy local when possible.

Council Member Brown spoke in favor of implementing Orange County's Procurement Procedures as written.

Vice Mayor Ahn concurred with Council Member Brown's comment and suggested that the City prioritize the consideration of Buena Park vendors.

Purchasing Manager Averell indicated that he would have to verify with the City Attorney's Office if such request is possible, and if so, it could be a priority list wherein Buena Park vendors are prioritized and then extended to other Orange County businesses thereafter.

City Attorney Cardinale explained that depending on the scope and nature of the project there is a selection criterion that would have to be followed. As outlined by Purchasing Manager Averell in Option 1, vendors are given the opportunity to match which is similar to a right of refusal.

Council Member Castañeda concurred with Council Member Brown and Vice Mayor Ahn's comments. Council Member Castañeda asked about receiving applicants from the Disabled Veterans Business Enterprise (DVBE).

Purchasing Manager Averell stated that many DVBEs are registered on the City's PlanetBids and are notified of upcoming projects.

Council Member Traut indicated the option to choose should be consistent with the priorities and preferences established in the Community Workforce agreement. Moreover, Council Member Traut agrees with Vice Mayor Ahn's recommendation to prioritize Buena Park vendors, and spoke about his preference to include small businesses and the Disabled Veterans Business Enterprise.

Following the discussion, the City Council directed staff to implement the County of Orange Procurement Procedures.

# 9B. DISCUSS AND PROVIDE DIRECTION REGARDING SPECIAL EVENTS EVALUATION AND RECOMMENDATIONS

Director of Community Services Box provided a report the Community Services Departments' special events evaluation and recommendations. Director Box discussed all special events scheduled for January to December; proposed suspension of the Family Art Festival, Food Truck Fest, P-Nut Baseball Campout, and Civic Theatre; proposed modification of Family Movie Night at the Pool, Buena Park Goes to College, Christmas Tree Lighting, and Candy Caneland and Craft Faire; and, recommended the addition of two new City events, 2024 Juneteenth Event and 2024 Memorial Day Celebration. Staff sought City Council direction to streamline the recommendations and allocate necessary resources, as needed.

Mayor Sonne spoke in opposition to combining the Christmas Tree Lighting and Candy Canelend and Craft Faire events.

Council Member Traut asked about a brief background of City events proposed to be eliminated. Council Member Traut also spoke against cancelling the P-Nut Baseball Campout and combining the Christmas Tree Lighting and Candy Canelend and Craft Faire events.

Council Member Castañeda suggested that staff consider to restructure and expand the Buena Park Goes to College program to include career technical education, and asked about the method used to evaluate the different City special events.

Director Box explained that staff evaluated each special event based on attendance and cost to the City.

Vice Mayor Ahn spoke in support of eliminating City special events with low attendance and modifying the others to achieve a more successful outcome.

Mayor Sonne requested for information regarding sponsors and sponsorship amounts for the events discussed, and ticket prices for those events that do require them.

Council Member Brown made recommendations on the Memorial Day celebration and Juneteenth event.

Following the discussion, the City Council directed staff to eliminate the following events: Family Art Festival, Food Truck Fest, P-Nut Campout (Brown and Traut dissented), and Civic Theatre; modify the following events: Buena Park Goes to College, and Movies in the Park; and, allocate necessary resources for the 2024 Juneteenth Event and 2024 Memorial Day Celebration.

# 9C. DISCUSS AND PROVIDE DIRECTION REGARDING THE NAVIGATION CENTER OVERSIGHT COMMISSION

Director of Community Services Box provided a report regarding the current composition of the Navigation Center Oversight Commission. On June 28, 2022, City Council adopted the ordinance formalizing the Navigation Center Oversight Commission, and 30 days after the adoption, confirmed the appointments of the nine members who are residents of the City, employed or involved in business within the City, or have a vested interest in the coordination of the Buena Park Navigation Center. Director Box also discussed the Commission's purpose and meeting frequency. Furthermore, staff sought City Council direction to consider an expansion of the eligibility and requirements for the members of the Commission to include individuals and businesses from the broader community of Buena Park.

Council Member Traut spoke in support of broadening the eligibility requirements for the members of the Navigation Center Oversight Commission.

Council Member Castañeda recommended that the City Council include provisions once a Commissioner no longer resides or does business in the City, and modify the categories to have them serve as guidelines.

Mayor Sonne asked about the availability of the Navigation Center monthly reports to the public.

City Manager France indicated that the monthly reports are only available to the City Council and City Managers of the participating cities. Additionally, City Manager France mentioned that Mercy House's annual report could be made available to public, if requested by the City Council.

Director Box explained that the public is welcome to attend the Navigation Center Oversight Commission meetings to learn about current operations, challenges, and successes at the Navigation Center. Director Box also suggested, if directed by the City Council, staff could create an informational report about matters at the Navigation Center.

Baron Night, Buena Park resident, spoke regarding his suggestions to have the monthly report available to the public, and the Commission report out the accomplishments at the Navigation Center.

Council Member Brown recommended that the City Council discuss the components of the monthly report and highlight accomplishments.

Vice Mayor Ahn requested for staff to substitute the annual report for a quarterly report.

Director Box indicated that staff could prepare a quarterly report from Mercy House and the City's Homeless Outreach team regarding Navigation Center operations and residents.

Following the discussion, the City Council directed staff to expand the eligibility and requirements for Navigation Center Oversight Commissioners to include individuals and businesses from the broader community of Buena Park; and, to prepare a quarterly report combining updates from Mercy House and the City's Homeless Outreach team regarding Navigation Center operations and residents.

# 10. CITY MANAGER REPORT

City Manager France reported on the following:

 St. Patrick's Day Employee Shamrock Shake Celebration, Thursday, March 14, 2024, 2:00 p.m. – 3:30 p.m., at the Mayor's Garden

# 11. COMMISSION & COMMITTEE UPDATES

Director of Government and Community Relations/City Clerk Jimenez had nothing to report.

# 12. ADJOURNMENT

There being no further business, Mayor Sonne adjourned the meeting at 7:52 p.m.

ATTEST:

Mayor

City Clerk



# **City Council Regular Meeting Agenda Report**

#### **RESOLUTIONS APPROVING CLAIMS AND DEMANDS**

Meeting	Agenda Group
Tuesday, March 26, 2024, 5:00 PM	CONSENT CALENDAR Item: 4B
Presented By	Prepared By
Sung Hyun, Director of Finance	Sung Hyun, Director of Finance
Approved By	
Aaron France, City Manager	
RECOMMENDED ACTION	_

Adopt Resolutions approving the Claims and Demands.

#### **Attachments**

Claims 423757-423993 reso.pdf Claims 423757-423993 att1of2 resolist.pdf Claims 423757-423993 att2of2 voids.pdf Claims PR030424 retiree reso.pdf Claims PR030424 retiree att1of1 resolist.pdf Claims PR030824 reso.pdf Claims PR030824 att1of1 resolist.pdf

## RESOLUTION NO \_\_\_\_\_,

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF \$5,866,926.39 DEMAND NOS., 423757 THROUGH 423993 CANCELLED NOS 422537, 422995, AND 423382 VOIDS SEE ATTACHED LIST

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37202 of the Government Code, the Director of Finance or his designated representative hereby certify to the accuracy of the following demands and to the availability of funds for payment thereof.

Director of Finance

SECTION 2: That claims and demands Nos.423757 through 423993 the sum of \$5,866,926.39 set forth on the 20-page register attached to this resolution and made a part hereof have been audited as required by law and are hereby allowed as set forth.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2024 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. \_\_\_\_\_ Page 2

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this \_\_\_\_\_ day of \_\_\_\_\_ 2024

City Clerk

. . . . . . . .

CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.trans\_date between '20240229 00:00:00.000' and '20240313 00:00:00.000' ACCOUNTING PERIOD: 9/24

CASH ACC	T CHECK NO ISSUE	OT VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011	422537 v 12/20/	23 10013350	BRIAN ARAGON	11	REF DEPOSIT#R8626	0.00	-500.00
1011	422995 v 01/17/	24 10013396	LEGENDS HOSPITALITY LLC	275210	SOFI EXCURS, 2/10/24	0.00	-594.00
1011	423382 v 02/14/	24 10008843	DEPARTMENT OF INDUSTRIAL	170670	CONVEYANCE/JAN-24	0.00	-225.00
1011	423757 03/13/	24 10005077	JAVIER GOMEZ	731150	CFORMS/WEB APP/MAR24	0.00	250.00
1011 1011 1011 1011 1011 1011 1011 101	423759         03/13/           423759	24         10003794           24	A T & T A T & A T A T & A T A T & T A T & T A T & A T A T A A T A A T A A T A T A	170670 170670 170670 860810 732099 170670	9391026102 FEB-24 9391026086 FEB-24 9391026087 FEB-24 9391026091 FEB-24 9391026101 FEB-24 9391026101 FEB-24 9391026007 FEB-24 9391026007 FEB-24 9391026060 FEB-24 9391026081 FEB-24 9391026081 FEB-24 9391026081 FEB-24 9391026079 FEB-24 9391026079 FEB-24 9391026079 FEB-24 9391026061 FEB-24 9391026061 FEB-24 9391026082 FEB-24 9391026082 FEB-24 9391026083 FEB-24 9391026084 FEB-24 9391026085 FEB-24	$\begin{array}{c} 0.00\\$	$\begin{array}{c} 29.35\\ 34.52\\ 84.94\\ 84.94\\ 94.42\\ 253.27\\ 27.79\\ 29.35\\ 29.35\\ 29.35\\ 29.35\\ 29.35\\ 57.15\\ 57.15\\ 57.15\\ 57.15\\ 57.15\\ 57.15\\ 115\\ 57.22\\ 57.25\\ 57.$
TOTAL CHI		24 10003794	AIQI	1/00/0	323T02T423 LEP-54	0.00	2,966.55
1011	423760 03/13/	24 10004528	ЗАТ&Т	170670	149868998 FEB-24	0.00	127.69
1011	423761 03/13/	24 0000002	PROFESSIONAL POLICE SUPP	171710	MAGNETIC MIC	0.00	445.97
1011	423762 03/13/	24 00003929	AFLAC	73	FEB-24 INVOICE	0.00	6,054.04
1011	423763 03/13/	24 00005342	AGA ENGINEERS, INC.	590188	DESI SVC HSIP/JAN-24	0.00	6,096.71
1011	423764 03/13/	24 10003198	ALL CITY MANAGEMENT SERV	550502	SCH.CRS.GRD/FEB-24	0.00	10,283.91
1011	423765 03/13/	24 10006459	JOHN DAVID ALLEN JR.	275120	TENNIS/WINTER-24	0.00	250.04
1011	423766 03/13/	24 10012598	UNIVERSAL BUILDING MAINT	170670	SPEC.JANITORIAL SVC	0.00	3,400.00
1011	423767 03/13/	24 10012598	UNIVERSAL BUILDING MAINT	650306	PD JANITOR/FEB-24	0.00	7,635.21

CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

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CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011 423768	03/13/24 1001163	4 UNIVERSAL PROTECTION SER	650308	JAIL CONTRACT/FEB-24	0.00	36,676.60
1011 423769	03/13/24 1001251	3 HAFITHA ALQAZA	11	REF/DEPOSIT#R10155	0.00	500.00
1011 423770	03/13/24 1001345	3 ALTA LANGUAGE SERVICES I	121110	TRANSLATION TEST	0.00	66.00
1011 423771 1011 423771 TOTAL CHECK	03/13/24 0000538 03/13/24 0000538		860810 860810	RESTROOM SERVICE RESTROOM SERVICE	0.00 0.00 0.00	322.04 60.50 382.54
1011 423772	03/13/24 1001350	6 CINDY ANTHONY	11	REF/DEPOSIT#R9463	0.00	500.00
1011 423773	03/13/24 0000901	5 TAJEN GRAPHICS, INC	275205	POSTER ART SHOW	0.00	103.44
1011 423774	03/13/24 1001335	O BRIAN ARAGON	11	REF/DEPOSIT#R8626	0.00	500.00
1011 423775 1011 423775 1011 423775 1011 423775 TOTAL CHECK	03/13/24 1001037	6 ARMS UNLIMITED INC 6 ARMS UNLIMITED INC 6 ARMS UNLIMITED INC	650407 11 650407	#LE6933EPR-CK COLT 11. OFF SET SALES TAX SALES TAX	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00$	4,250.00 -329.38 329.38 4,250.00
1011 423776	03/13/24 0000475	6 В & К ELECTRIC WHOLESALE	170670	HARDWARE	0.00	154.76
1011 423777 1011 423777 TOTAL CHECK		0 B L WALLACE DISTRIBUTOR 0 B L WALLACE DISTRIBUTOR		METER BOXES METER BOXES	0.00 0.00 0.00	195.56 1,609.11 1,804.67
1011 423778	03/13/24 1000940	1 BANNER BANK	32	ESC#2251 MBC #10 & 11	0.00	6,762.46
1011 423779	03/13/24 0000349	9 BARR & CLARK ENVIRONMENT	732031	JAEKICKE/6601 WYOMING	0.00	450.00
1011 423780	03/13/24 0000216		352363	TEST BACKFLOW	0.00	548.27
1011 423781 1011 423781 TOTAL CHECK	03/13/24 1000772 03/13/24 1000772	2 SELF INSURED SERVICES CO 2 SELF INSURED SERVICES CO	73 73	LTD & LIFE INS/FEB-24 LTD & LIFE INS/FEB-24	0.00 0.00 0.00	3,177.84 4,790.87 7,968.71
1011 423782	03/13/24 1000686	4 SELF INSURED SERVICES CO	73	DENTAL/FEB-24	0.00	22,441.50
1011       423783         1011       423783         1011       423783         1011       423783         1011       423783         1011       423783         1011       423783         1011       423783         1011       423783         1011       423783         1011       423783         1011       423783         1011       423783         1011       423783         1011       423783         1011       423783	03/13/24 1000768 03/13/24 1000768 03/13/24 1000768 03/13/24 1000768 03/13/24 1000768 03/13/24 1000768	4 BEST LAWNMOWER, INC 4 BEST LAWNMOWER, INC	860810 860810 860810 860810 860810 860810 860810 860810	STIHL HAND BLOWER STIHL HT 131 POLE PRUN STIHL 38.1 CC TOP HAND 14" CHAINS STIHL TOP HANDLE CHAIN 12" MICRO CHAIN STIHL BR 450 BLOWER 18 STIHL 36.3CC WEEDEATER	$19.14 \\ 101.63 \\ 29.04 \\ 7.26 \\ 44.55 \\ 4.29 \\ 41.25 \\ 64.68 \\ 311.84$	251.13 1,333.61 381.03 95.22 584.54 56.27 541.24 848.66 4,091.70
10114237841011423784	03/13/24 1000495 03/13/24 1000495	0 BILL'S BODY WORKS 0 BILL'S BODY WORKS	171710 171710	BODY WORK BODY WORK	0.00 0.00	5,194.34 2,741.71

CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.trans\_date between '20240229 00:00:00.000' and '20240313 00:00:00.000' ACCOUNTING PERIOD: 9/24

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
TOTAL CHECK					0.00	7,936.05
1011 423785	03/13/24 1001210	4 MICHAEL BOONE	275120	ANIME ART/WINTER-24	0.00	106.40
1011 423786	03/13/24 1000236	9 BRINK'S INCORPORATED	11	SERVICE/FEB-24	0.00	1,413.47
1011 423787 1011 423787 TOTAL CHECK	03/13/24 0001064 03/13/24 0001064		171710 171710	VISOR TINT BACK UP CAMERA	$0.00 \\ 0.00 \\ 0.00$	70.04 1,150.31 1,220.35
1011 423788	03/13/24 0000075	9 BUENA PARK PLAQUE & TROP	650208	STAFF NAME BADGES	0.00	101.82
1011 423789	03/13/24 0000850	1 BUENA PARK SCHOOL DISTRI	275140	BUS TRANS#2382 BOLSA	0.00	294.90
1011 423790	03/13/24 1000728	2 CALBO	731150	MBRS/R,CULL/A.LESTER	0.00	325.00
1011 423791	03/13/24 0000672	7 CALIF POLICE CHIEFS ASSO	650208	WLLE 2024 CF 9/4-6/24	0.00	3,150.00
1011 423792	03/13/24 1001259	6 CALIF. ASSOC. OF CODE EN	631140	3RD PTY MODULE FEE	0.00	600.00
1011 423793	03/13/24 0000599	2 MARIO CAMACHO	160110	JAN-24 TRAIN SUBSIDY	0.00	125.00
1011 423794	03/13/24 1001219	3 JANE M. CAMERON	106132	CRIME WATCH/MARCH-24	0.00	200.00
1011 423795 1011 423795 TOTAL CHECK		7 CAMERON WELDING SUPPLY I 7 CAMERON WELDING SUPPLY I		OXYGEN INDUSTRIAL GASES	$0.00 \\ 0.00 \\ 0.00$	25.45 220.33 245.78
1011 423796 1011 423796 TOTAL CHECK		9 CERRITOS DODGE CHRYSLER 9 CERRITOS DODGE CHRYSLER	171710 171710	HOSES BUMPER	$0.00 \\ 0.00 \\ 0.00$	273.31 77.44 350.75
1011 423797	03/13/24 1000794	1 CHARTER COMMUNICATIONS H	170670	8448400240089206	0.00	316.55
1011 423798	03/13/24 1000794	1 CHARTER COMMUNICATIONS H	170670	8448400240527841	0.00	116.94
1011 423799	03/13/24 1000794	1 CHARTER COMMUNICATIONS H	170670	8448400231527743	0.00	199.99
1011 423800	03/13/24 1001282	6 CIVILTEC ENGINEERING, IN	396828	WATER MAIN/FEB-24	0.00	3,161.25
1011 423801	03/13/24 1001351	3 SABRINA CLELAND	275140	REF/SHELTER#R9626	0.00	160.00
1011 423802 1011 423802 TOTAL CHECK		6 CLINICAL LAB OF SAN BERN 6 CLINICAL LAB OF SAN BERN		SAMPLING JAN 24 SAMPLING JAN 24	$0.00 \\ 0.00 \\ 0.00$	650.00 1,986.05 2,636.05
1011 423803	03/13/24 0000135	7 CM WASH EQUIPMENT INC.	171710	SERVICE PRESSURE WASH	0.00	731.58
1011 423804	03/13/24 1000645	0 COLONIAL LIFE	73	INS.PREMIUM/FEB-24	0.00	700.04
1011 423805	03/13/24 1001336	0 COLUMBIA CASCADE COMPANY	660241	8 REPLACEMENT LOCK CYL	0.00	1,089.40

#### CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

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CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011 423806	03/13/24 1001219	2 COSTAR REALTY INFORMATIO	632110	MARCH-24 INVOICE	0.00	420.00
1011 423807	03/13/24 1000238	9 COUNTY OF ORANGE TREASUR	650302	ROUTER/FEB-24	0.00	1,129.32
1011 423808	03/13/24 1000238	9 COUNTY OF ORANGE TREASUR	650308	AFIS/FEB-24	0.00	3,027.00
1011 423809 1011 423809 1011 423809 TOTAL CHECK	03/13/24 0000003	I CROWN TROPHY OF CYPRESS I CROWN TROPHY OF CYPRESS I CROWN TROPHY OF CYPRESS	275135 275135 275135	TROPHY STYLE #6900-BAS NAMEPLATE ENGRAVING: FREIGHT	148.22 29.64 0.00 177.86	2,060.72 412.14 25.00 2,497.86
1011 423810	03/13/24 0000729	5 D PREP, INC.	650208	DUI MANAGE 4/29/24	0.00	159.00
1011 423811	03/13/24 1000839	5 DEVELOPMENT COUNSELLORS	995100	MO.MANAGEMENT/MAR24	0.00	2,857.33
1011 423812 1011 423812 TOTAL CHECK		5 THOMAS F. DONINI 5 THOMAS F. DONINI	275315 275315	DJ SR.DNC ,APR-24 DJ DNC 03/2/24	0.00 0.00 0.00	400.00 400.00 800.00
1011 423813	03/13/24 0000003	5 DOOLEY ENTERPRISES INC	650208	AMMUNITION SUPL/FEB24	0.00	9,856.97
1011 423814	03/13/24 0000733	5 EMPLOYMENT DEVELOPMENT D	196200	ACCT#932-0469-1	0.00	9,731.00
1011 423815	03/13/24 0000656	) ENTERPRISE FM TRUST, INC	650603	LEASE 4 VEH/MAR-24	0.00	1,387.42
1011 423816 1011 423816 TOTAL CHECK		5 ERIKA RECORDS, INC. 5 ERIKA RECORDS, INC.	998100 98	REF/PRE-PAID LEASE REF/PRE-PAID LEASE	0.00 0.00 0.00	-4,000.00 12,000.00 8,000.00
1011 423817	03/13/24 1001221	2 NICOLE RENEE ESCOBAR	275150	SCOREKEEP 2/17-3/1/24	0.00	32.00
1011 423818 1011 423818 TOTAL CHECK		7 MARIA ESQUETINI 7 MARIA ESQUETINI	650208 650208	ED REIMB 01/29/24 ED REIMB 01/15/24	0.00 0.00 0.00	494.00 544.00 1,038.00
1011 423819	03/13/24 1000831	1 EVERETT DOREY, LLP	107420	JADEYN DOE,ET AL	0.00	3,697.10
1011 423820	03/13/24 1000462	6 EXPEDIA, INC.	995100	ADS	0.00	11,743.26
1011       423821         1011       423821         1011       423821         1011       423821         1011       423821         1011       423821         1011       423821         1011       423821         1011       423821         1011       423821         1011       423821         1011       423821         1011       423821         1011       423821         1011       423821         1011       423821         1011       423821         1011       423821	03/13/24 0000073 03/13/24 0000073 03/13/24 0000073 03/13/24 0000073 03/13/24 0000073 03/13/24 0000073 03/13/24 0000073 03/13/24 0000073	9 ELLIOTT AUTO SUPPLY COMP 9 ELLIOTT AUTO SUPPLY COMP	171710 171710 171710 171710 171710 171710 171710 171710 171710	AUTO PARTS AUTO PARTS	$\begin{array}{c} 0.00\\$	17.23 86.63 44.22 41.18 49.55 23.71 18.64 73.84 88.34 112.92 556.26
1011 423822	03/13/24 0000032	) FEDERAL EXPRESS CORPORAT	731120	TRANS CHG. FEB-24	0.00	38.26

#### CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.trans\_date between '20240229 00:00:00.000' and '20240313 00:00:00.000' ACCOUNTING PERIOD: 9/24

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011 423822 1011 423822 TOTAL CHECK	03/13/24 0000032 03/13/24 0000032	0 FEDERAL EXPRESS CORPORAT 0 FEDERAL EXPRESS CORPORAT	121110 121110	TRANS CHG. FEB-24 TRANS CHG. FEB-24	0.00 0.00 0.00	49.00 34.96 122.22
1011 423823	03/13/24 1000855	8 BYRON FERGUSON	275135	YT OFFIC.2/24-3/8/24	0.00	1,330.00
1011 423824	03/13/24 0000388	1 FERGUSON ENTERPRISES, IN	107420	DAVID SULLIVAN	0.00	1,605.90
1011 423825 1011 423825 TOTAL CHECK		9 FIVESTAR RUBBER STAMP ET 9 FIVESTAR RUBBER STAMP ET		BADGES BADGES	0.00 0.00 0.00	11.76 28.79 40.55
1011 423826	03/13/24 1000319	0 FOOD 4 LESS	275315	SENIOR DANCE	0.00	91.06
1011 423827	03/13/24 0000109	5 FRANCHISE TAX BOARD	73	DED:0071 MISC	0.00	100.00
1011 423828	03/13/24 1000214	7 FUJITEC AMERICA, INC.	170670	ELEVATOR MAINT	0.00	442.45
1011 423829 1011 423829 TOTAL CHECK		6 FULLER ENGINEERING INC 6 FULLER ENGINEERING INC	352363 352363	CL2 LINDEN CL2 BOISSERANC	0.00 0.00 0.00	576.46 1,164.78 1,741.24
1011 423830	03/13/24 0000459	3 FUN ON THE FARM, INC.	275120	PRESCHOOL/HORSE FUN	0.00	199.50
1011 423831	03/13/24 1001349	1 GALILEE INVESTMENT LLC	52	UB REFUND	0.00	15.67
1011       423832         1011       423832	03/13/24 0000216 03/13/24 0000216 03/13/24 0000216 03/13/24 0000216 03/13/24 0000216 03/13/24 0000216 03/13/24 0000216 03/13/24 0000216	6 GANAHL LUMBER CORP 6 GANAHL LUMBER CORP	170670 170670 170670 170670 860815 860815 860815 352363 170670 860810	HARDWARE HARDWARE HARDWARE HARDWARE GRAFFITI GRAFFITI BACKFLOW TEST HARDWARE SUPPLIES	$\begin{array}{c} 0.00\\$	$\begin{array}{c} 26.15\\ 59.77\\ 81.04\\ 100.94\\ 63.08\\ 223.98\\ 87.88\\ 111.70\\ 146.17\\ 158.30\\ 188.85\\ 1,247.86\end{array}$
1011 423833 1011 423833 TOTAL CHECK	03/13/24 1001350 03/13/24 1001350		875805 11	REF DEPOSIT#R7924 REF DEPOSIT#R7924	$0.00 \\ 0.00 \\ 0.00$	-100.00 500.00 400.00
1011 423834	03/13/24 1001183	8 GEORGE HILLS COMPANY, IN	107420	3RD PARTY ADM FEE	0.00	462.12
1011 423835	03/13/24 1000183	2 GHD INC	11	6660 OR'THORPE AVE	0.00	91.26
1011 423836	03/13/24 1000183	2 GHD INC	11	7301 ARTESIA	0.00	1,963.01
1011 423837	03/13/24 1000183	2 GHD INC	11	8650 BEACH	0.00	1,330.88
1011 423838	03/13/24 1000183	2 GHD INC	11	7681 BEACH BLVD	0.00	876.88

CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

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CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011 423839	03/13/24 1000183	2 GHD INC	11	6050 AUTO CTR DR.	0.00	249.89
1011 423840	03/13/24 1000183	2 GHD INC	11	8300 VAL.VIEW	0.00	246.27
1011 423841	03/13/24 1000183	2 GHD INC	11	6644 GRAMERCY	0.00	182.50
1011 423842	03/13/24 1000183	2 GHD INC	11	6801 WESTERN	0.00	171.86
1011 423843	03/13/24 1000183	2 GHD INC	11	6750 AUTO CTR DR	0.00	92.37
1011 423844	03/13/24 1000183	2 GHD INC	11	8030 DALE ST	0.00	91.26
1011 423845	03/13/24 1000183	2 GHD INC	11	PLAN CK TRACT#19117	0.00	91.26
1011 423846	03/13/24 1000183	2 GHD INC	11	PLAN CK TRACT#19106	0.00	63.75
1011 423847	03/13/24 1000183	2 GHD INC	11	8030 DALE ST	0.00	31.88
1011 423848	03/13/24 1000183	2 GHD INC	11	7675 CRESCENT AVE	0.00	31.88
1011 423849	03/13/24 1000183	2 GHD INC	11	6340-6370 ARTESIA	0.00	31.88
1011 423850	03/13/24 1000183	2 GHD INC	11	6190 AUTO CTR DR	0.00	30.38
1011 423851	03/13/24 1000874	9 GOOGLE INC.	995100	MONTHLY ADS	0.00	33,410.60
1011 423852 1011 423852 1011 423852 1011 423852 TOTAL CHECK	03/13/24 1000640 03/13/24 1000640 03/13/24 1000640	6 GRAFIX SYSTEMS	171710 171710 171710	GRAPHICS GRAPHICS GRAPHICS	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00$	995.65 995.65 995.65 2,986.95
1011 423853 1011 423853 1011 423853 1011 423853 TOTAL CHECK	03/13/24 0000005 03/13/24 0000005 03/13/24 0000005	5 GRAINGER INC	171710 171710 352363	TAPE SNAP RING #5TP99 OIL DRY ABDORB	0.00 0.00 99.42 99.42	71.59 10.97 1,382.22 1,464.78
1011         423854           1011         423854           1011         423854           1011         423854           1011         423854           1011         423854           TOTAL         CHECK	03/13/24 1000735 03/13/24 1000735	8 GREEN ROCKET SECURITY IN 8 GREEN ROCKET SECURITY IN 8 GREEN ROCKET SECURITY IN 8 GREEN ROCKET SECURITY IN	N 126143 N 650303	GREEN RADIUS LICENSE A REMOTE SERVICES - DEPL GREENRADIUS LICENSE AN REMOTE SERVICES TO HEL	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	3,200.40 650.00 2,574.34 650.00 7,074.74
1011 423855	03/13/24 0000568	0 CINDY GRISWOLD	275405	CPR/WINTER-24	0.00	19.95
1011 423856	03/13/24 1001351	0 HAN, SAN O	52	UB REFUND	0.00	21.50
1011 423857 1011 423857 TOTAL CHECK	03/13/24 1001224 03/13/24 1001224	7 THE HILLER COMPANIES, IN 7 THE HILLER COMPANIES, IN	N 106131 N 106131	ALARM REPAIR FIRE ALARM INSPECT	0.00 0.00 0.00	905.00 1,610.00 2,515.00
1011 423858	03/13/24 1000930	5 TIFFANY HERRMANN	275140	PETTING ZOO EGGSTR-24	0.00	2,370.00

#### CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

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CASH ACCT CHECK NO		NAME	ACTIVITY	DESCRIPTION		AMOUNT
1011 423859 1011 423859 TOTAL CHECK	03/13/24 00000874 03/13/24 00000874	HINDERLITER DE LLAMAS & HINDERLITER DE LLAMAS &	126110 126120	AUD Q3/2023 JAN-MAR24 CNT Q3/2023 JAN-MAR24	0.00 0.00 0.00	850.23 2,400.00 3,250.23
1011 423860	03/13/24 00002854	VERONICA HOCHEDE	275305	BALLROOM DNC/FEB-24	0.00	765.94
1011       423861         1011       423861         1011       423861         1011       423861         1011       423861         1011       423861         TOTAL       CHECK	03/13/24 00000057 03/13/24 00000057 03/13/24 00000057	'HOME DEPOT / GECF HOME DEPOT / GECF HOME DEPOT / GECF HOME DEPOT / GECF HOME DEPOT / GECF	275305 275305 275305 352363 275160	CREDIT MEMO TV FIRESTICK FIRESTICK WELL BACKFLOW TAPE PICKLEBALL	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	-43.09 32.61 43.09 34.06 124.17 190.84
1011         423862           1011         423862           1011         423862           1011         423862           1011         423862           TOTAL         CHECK	03/13/24 00008482 03/13/24 00008482	HOUSING PROGRAMS HOUSING PROGRAMS HOUSING PROGRAMS HOUSING PROGRAMS	126128 732031 732031 732031	HIP202305 BULLOCK HIP202415 CHEN HIP202306 LONGWORHT HIP202411 BALDREE	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	600.00 1,200.00 1,200.00 1,200.00 4,200.00
1011 423863	03/13/24 10009091	HUE C LUU	731150	ENG SVC/MARCH-24	0.00	6,720.00
1011 423864	03/13/24 10008985	INDEPENDENT	731120	LEGAL NOTICE	0.00	375.00
1011 423865	03/13/24 10008985	INDEPENDENT	732071	LEGAL NOTICE/FEB-244	0.00	400.00
1011 423866 1011 423866 TOTAL CHECK	03/13/24 00010018 03/13/24 00010018	3 JOSEPH M JACKSON 3 JOSEPH M JACKSON	275405 275120	YOGA MARTIAL/WINT-24 ADV.STK & MOVE/WINT24	0.00 0.00 0.00	75.81 347.13 422.94
1011       423867         1011       423867	03/13/24 00009561 03/13/24 00009561	TRADITIONAL AUTO SUPPLY TRADITIONAL AUTO SUPPLY	171710 171710 171710 171710 171710 171710 171710 171710 171710 171710 171710 171710 171710 171710	AUTO PARTS AUTO PARTS CREDIT MEMO	$\begin{array}{c} 0.00\\$	336.75 12.37 28.70 93.23 355.90 266.70 172.37 31.38 375.54 197.10 35.04 90.11 44.59 78.75 -125.15 1,993.38
1011 423868	03/13/24 00000042	2 JOHN B EWLES INC	560210	10 WHEEL DUMP	0.00	1,050.00
101142386910114238691011423869	03/13/24 10002722 03/13/24 10002722 03/13/24 10002722	2 JOHNSON CONTROLS SECURIT 2 JOHNSON CONTROLS SECURIT 2 JOHNSON CONTROLS SECURIT	170670 170670 170670	ALARM MONITORING ALARM MONITORING ALARM MONITORING	0.00 0.00 0.00	481.85 486.39 1,133.37

CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

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CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
TOTAL CHECK					0.00	2,101.61
1011 423870 1011 423870 1011 423870 1011 423870 1011 423870 TOTAL CHECK	03/13/24 0000005 03/13/24 0000005	4 TED JONES FORD INC. 4 TED JONES FORD INC. 4 TED JONES FORD INC. 4 TED JONES FORD INC.	171710 171710 171710 171710 171710	AUTO PARTS AUTO PARTS AUTO PARTS AUTO PARTS	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00 \end{array}$	73.19 110.57 176.44 81.23 441.43
1011 423871	03/13/24 1001244	2 KIMLEY-HORN AND ASSOCIAT	11	CONSULTING/JAN-24	0.00	5,529.83
1011 423872	03/13/24 1001342	9 KNOWLAND INC.	290150	WHITAKER PARK/DEC-23	0.00	7,800.00
1011 423873	03/13/24 1000354	3 MOLLY H. KNOX	275305	EXERCISE/FEB-24	0.00	85.50
1011 423874	03/13/24 1001345	4 KRAZAN & ASSOCIATES, INC	290150	WHITAKER PARK/JAN-24	0.00	4,890.00
1011 423875	03/13/24 1001350	2 KRM ENTERPRISES, LLC	52	UB REFUND	0.00	89.83
1011       423876         1011       423876         1011       423876         1011       423876         1011       423876         1011       423876         1011       423876         1011       423876         1011       423876         1011       423876         1011       423876         1011       423876         1011       423876         1011       423876         1011       423876         1011       423876         1011       423876         1011       423877         1011       423877         1011       423877         1011       423877         1011       423877         1011       423877         1011       423877         1011       423877	03/13/24 1001154 03/13/24 1001154	1 L.N. CURTIS AND SONS 1 L.N. CURTIS AND SONS	650208 650208 650208 650208 650208 650208 650208 650208 650208 650208 650208 650208 650208 650208 650208 650208 650208 650208 650208	UNIFORMS UNIFORMS UNIFORMS UNIFORMS UNIFORMS UNIFORMS UNIFORMS UNIFORMS UNIFORMS UNIFORMS UNIFORMS UNIFORMS UNIFORMS CREDIT MEMO CREDIT MEMO CREDIT MEMO PROFESSIONAL SERVICES 365 EXCHAGE/MAR-24	$\begin{array}{c} 0.00\\$	174.66174.66265.20894.9328.4134.37293.61174.66293.61438.021,566.74-45.08-265.204,368.1613,985.001,998.0015,983.00
1011 423878	03/13/24 0000481	1 COMPULINK MANAGEMENT CEN	126143	LASERFICH CLOUD/DEC23	0.00	13,500.00
1011 423879	03/13/24 1001350	9 LEE, SUE H.	52	UB REFUND	0.00	196.52
1011 423880	03/13/24 1001281	1 THE LEW EDWARDS GROUP	632110	PROF FEES/JAN,FEB-24	0.00	13,000.00
1011 423881 1011 423881 TOTAL CHECK	03/13/24 0000165	7 LIEBERT CASSIDY WHITMORE 7 LIEBERT CASSIDY WHITMORE	121110	INVESTIGATION/JAN-24 GENERAL/JAN-24	$0.00 \\ 0.00 \\ 0.00$	2,314.00 80.00 2,394.00
101142388210114238821011423882	03/13/24 1000404 03/13/24 1000404 03/13/24 1000404	6 LIGHT SOURCE PRINTING, I 6 LIGHT SOURCE PRINTING, I 6 LIGHT SOURCE PRINTING, I	275110 160105 275110	BUSINESS CARDS BUSINESS CARDS BUSINESS CARDS	0.00 0.00 0.00	2,046.09 122.24 148.24

CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

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CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011 423882 TOTAL CHECK	03/13/24 10004046	LIGHT SOURCE PRINTING, I	275305	BUSINESS CARDS	$0.00 \\ 0.00$	366.72 2,683.29
1011 423883	03/13/24 10012952	LOOPNET	632110	COM PROP/MARCH-24	0.00	111.96
1011 423884	03/13/24 10013142	ANGELICA LOPEZ	115110	REIMB/CCAC-CMC EXPENS	0.00	218.36
1011 423885	03/13/24 10008281	AUSTIN LOWE	650407	REIMB/CATO 1/22-26/24	0.00	963.79
1011 423886	03/13/24 10013511	RUI LU	11	REF DEPOSIT#R9399	0.00	500.00
1011 423887 1011 423887 TOTAL CHECK		LU'S LIGHTHOUSE INC LU'S LIGHTHOUSE INC	171710 171710	PROFILE BEAM PROFILE BEAM	$   \begin{array}{c}     0.00 \\     0.00 \\     0.00   \end{array} $	325.86 52.02 377.88
1011 423888	03/13/24 10005515	KATHLEEN MASTIN	275305	LINE DNC/WINTER-24	0.00	105.49
1011         423889           1011         423889           1011         423889           1011         423889           1011         423889           1011         423889           TOTAL         CHECK	03/13/24 10013260 03/13/24 10013260	MBC ENTERPRISES INC. MBC ENTERPRISES INC. MBC ENTERPRISES INC. MBC ENTERPRISES INC.	32 32 290163 290163	PMT#10 RET. PMT#11 RET. PEAK/BOISERRANC/FEB24 PEAK/BOISERRANC/FEB24	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	-4,027.47 -2,734.99 54,699.75 80,549.32 128,486.61
1011 423890	03/13/24 00007624	MIKE MCGEE	352363	REIMB/CLASS B RENEWAL	0.00	450.00
1011 423891	03/13/24 10011764	YARETZA MEDINA	105105	REIMB/USPS MKT ACCT	0.00	150.00
1011 423892	03/13/24 10009226	MERCY HOUSE LIVING CENTE	106131	NAV.SHELTER/JAN-24	0.00	298,100.49
1011 423893	03/13/24 00003714	METRO FLUID CONNECTORS I	171710	CYLINDER KIT	0.00	1,324.93
1011 423894	03/13/24 10001962	MITSUBISHI ELECTRIC & EL	170670	ELEVATOR MAINT	0.00	426.88
1011 423895	03/13/24 10013165	MOBILE HOME IMPROVEMENT	126128	HIP-202308 CASTILLO	0.00	4,298.00
1011 423896	03/13/24 10013504	SAZIYA MULLA	275140	REF/DEPOSIT#R9522	0.00	135.00
1011 423897	03/13/24 10013507	ARIA MURPHY	11	REF DEPOSIT#R8640	0.00	1,000.00
1011 423898	03/13/24 10004135	BILL WILBER	275210	SAFARI T-SHIRTS-2024	0.00	592.68
1011 423899	03/13/24 00002906	NATIONAL EMBLEM INC	650208	SHOULDER PATCHES	0.00	680.37
1011 423900	03/13/24 10013512	TIFFANY NGUYEN	11	REF/DEPOSIT#R10052	0.00	500.00
1011 423901	03/13/24 10013508	NW3C, INC	650208	VEH INVEST 6/4-5/24	0.00	499.00
1011 423902	03/13/24 10004133	OC CLERK-RECORDER'S OFFI	732031	CONV.FEE CARMELITA	0.00	10.00
1011 423903 1011 423903 TOTAL CHECK		OC CLERK-RECORDER'S OFFI OC CLERK-RECORDER'S OFFI		COUNTY FILING COUNTY FILING	$   \begin{array}{c}     0.00 \\     0.00 \\     0.00   \end{array} $	150.00 2,916.75 3,066.75

#### CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

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CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011 423904	03/13/24 1001279	) OC RECON, INC.	171710	AUTO PARTS	0.00	946.52
1011 423905 1011 423905 TOTAL CHECK		3 OCEAN BREEZE PACIFIC, LL 3 OCEAN BREEZE PACIFIC, LL		TABLE CLOTHS LINEN CLEANING	$0.00 \\ 0.00 \\ 0.00$	342.16 99.63 441.79
1011 423906	03/13/24 0000009	OFFICE DEPOT, INC.	650302	OFFICE SUPPLIES	0.00	46.08
1011 423907	03/13/24 1001219	4 KEVIN OHLER	106132	CRIME WATCH/JAN-24	0.00	900.00
1011 423908 1011 423908 1011 423908 TOTAL CHECK	03/13/24 0000091	3 ORANGE COUNTY FIRE AUTHO 3 ORANGE COUNTY FIRE AUTHO 3 ORANGE COUNTY FIRE AUTHO	640310	FAC.MAINT Q3 FY 23-24 VEH Q3 FY 23-24 CONTRACT Q3 FY 23-24	$0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00$	7,155.00 57,970.50 3,579,837.25 3,644,962.75
1011 423909 1011 423909 TOTAL CHECK		) ORANGE COUNTY HEALTH CAR ) ORANGE COUNTY HEALTH CAR		SURCHARGE INCREASE SURCHARGE INCREASE	$0.00 \\ 0.00 \\ 0.00$	$10.00 \\ 10.00 \\ 20.00$
1011 423910	03/13/24 10013514	4 BRYANA ORTIZ	275140	REF/SHELTER#R9955	0.00	135.00
1011 423911	03/13/24 1001266	3 PACIFIC ADVANCED CIVIL E	290163	PEAK/BOISSERANC/FEB24	0.00	2,700.00
1011 423912	03/13/24 1001303	3 PACKET FUSION, INC.	170670	ST100A SWITCHES/FEB24	0.00	538.75
1011 423913 1011 423913 TOTAL CHECK		2 EDCO/PARK DISPOSAL CORP. 2 EDCO/PARK DISPOSAL CORP.		CNG FUEL CNG FUEL	$0.00 \\ 0.00 \\ 0.00$	277.39 71.16 348.55
1011 423914	03/13/24 00000222	2 EDCO/PARK DISPOSAL CORP.	460220	RES BILLING FEB-24	0.00	372,533.44
1011         423915           1011         423915           1011         423915           1011         423915           1011         423915           1011         423915           1011         423915           1011         423915           1011         423915           1011         423915           TOTAL         CHECK	03/13/24 0000514 03/13/24 0000514 03/13/24 0000514	5 PETTY CASH/COMMUNITY SER 5 PETTY CASH/COMMUNITY SER 5 PETTY CASH/COMMUNITY SER 5 PETTY CASH/COMMUNITY SER 5 PETTY CASH/COMMUNITY SER	275145 275105 275145	EGG CRAFT/Y.RIVERA PNO/H.NUNEZ/FEB-24 MLG/C.SANCHES/FEB-24 PNO-A.MAGANA/FEB-24 PNO A.MAGANA/MAR-24	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	43.28 48.95 9.38 26.28 31.85 159.74
1011 423916 1011 423916 1011 423916 1011 423916 1011 423916 TOTAL CHECK	03/13/24 0000578 03/13/24 0000578	8 PETTY CASH/PUBLIC WORKS 8 PETTY CASH/PUBLIC WORKS 8 PETTY CASH/PUBLIC WORKS 8 PETTY CASH/PUBLIC WORKS	160105 160105 160105 352363	DONUTS/A. MOJARRO COFFEE/MGT GENERA DISINFECTANTD.MILLER MEAL BRK/MCGEE/JAN24	$\begin{array}{c} 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \\ 0.00 \end{array}$	60.00 66.86 5.38 19.68 151.92
1011 423917 1011 423917 TOTAL CHECK	03/13/24 0000751 03/13/24 0000751	5 PHOENIX GROUP INFORMATIO 5 PHOENIX GROUP INFORMATIO	550502 550502	PK CIT.PROC/JAN-24 PK CIT.PROC/JAN-24	$0.00 \\ 0.00 \\ 0.00$	205.19 4,137.18 4,342.37
1011 423918	03/13/24 0000847	) PHONE SUPPLEMENTS	650404	5 HEADSETS/FEB-24	0.00	419.93
1011 423919	03/13/24 0000271	5 ROGER PLUMLEE	650208	SLI #527 S5 4/4-6/24	0.00	256.00

#### CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.trans\_date between '20240229 00:00:00.000' and '20240313 00:00:00.000' ACCOUNTING PERIOD: 9/24

CASH	ACCT CHECK NO	ISSUE DT	VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011	423920	03/13/24	00008488	THE PRINTERY, INC.	105105	BP TODAY SPRING-24	0.00	14,759.12
1011	423921	03/13/24	10012855	PROACTIVE WORK HEALTH SE	121110	PRE EMP PHYS/FEB-24	0.00	1,984.00
1011	423922	03/13/24	00004049	PSOMAS CORP.	396859	PEAK PARK WELL/JAN-24	0.00	42,813.81
1011 1011 1011 1011 1011 1011 1011 TOTAL	423923 423923 423923 423923 423923 423923 423923 423923 423923 CHECK	03/13/24 03/13/24 03/13/24 03/13/24 03/13/24	10001203 10001203 10001203 10001203 10001203	R.V. NURSERIES INC R.V. NURSERIES INC R.V. NURSERIES INC R.V. NURSERIES INC R.V. NURSERIES INC R.V. NURSERIES INC R.V. NURSERIES INC	560641 860810 560641 560641 560641 560641 560641	PLANTS PLANTS PLANTS PLANTS PLANTS PLANTS PLANTS	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ \end{array}$	48.48 1,000.94 387.90 48.49 70.04 96.97 237.05 1,889.87
1011	423924	03/13/24	10013490	RAPID RECOVERY	52	UB REFUND	0.00	24.48
1011 1011 TOTAL	423925 423925 CHECK			DMJ AND ASSOCIATES, INC. DMJ AND ASSOCIATES, INC.		SUPPLIES SUPPLIES	$0.00 \\ 0.00 \\ 0.00$	76.23 41.97 118.20
1011	423926	03/13/24	10004141	REVIZE LLC	650303	PD WEBSITE/FY 24-25	0.00	1,400.00
1011 1011 TOTAL	423927 423927 CHECK			ROYAL COUNTERTOPS, INC ROYAL COUNTERTOPS, INC	170670 170670	INSTALL NEW COUNTERTOP INSTALL NEW COUNTERTOP	$0.00 \\ 0.00 \\ 0.00$	2,575.00 2,375.00 4,950.00
1011	423928	03/13/24	00000114	SAFETY KLEEN CORP	160105	SERVICE PARTS WASHER	0.00	624.06
1011	423929	03/13/24	10013433	RYAN SALAZAR	650208	LES LETH.TRG 4/1-2/24	0.00	256.00
1011	423930	03/13/24	00000412	SOUTHERN COUNTIES OIL CO	171710	UNLEADED FUEL YARD	0.00	24,770.18
1011	423931	03/13/24	10013505	ABGAIL SHARKEY	11	REF/DEPOSIT#R9581	0.00	500.00
1011 1011 1011 1011 1011 1011 TOTAL	423932 423932 423932 423932 423932 423932 423932 CHECK	03/13/24 03/13/24 03/13/24 03/13/24	10009505 10009505 10009505 10009505	SHRED-IT, INC. USA SHRED-IT, INC. USA SHRED-IT, INC. USA SHRED-IT, INC. USA SHRED-IT, INC. USA SHRED-IT, INC. USA	160105 126120 275105 105105 115110 650302	SHREDDING SHREDDING SHREDDING SHREDDING SHREDDING SHREDDING	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ \end{array}$	50.00 50.00 50.01 50.01 685.96 935.98
1011	423933	03/13/24	10011596	MIKE SON	650303	RIPA REC/UPDATE Q4	0.00	250.00
1011	423934	03/13/24	10007765	SUSAN SONNE	101101	REIM/MAYOR MT EXPENSE	0.00	472.51
1011 1011 TOTAL	423935 423935 CHECK			SOUTH COAST AQMD SOUTH COAST AQMD	171710 171710	FAC ID 167951 FAC ID 167951	$0.00 \\ 0.00 \\ 0.00$	260.61 260.61 521.22

#### CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.trans\_date between '20240229 00:00:00.000' and '20240313 00:00:00.000' ACCOUNTING PERIOD: 9/24

CASH ACCT CHE	CK NO IS	SUE DT	VENDOR	NAME			ACTIVITY		DESCRIPTION	SALES TAX	AMOUNT
1011 42	3938 03	/13/24	00000226	SOUTHERN	CALIFORNIA	EDIS	860810	4900	BEACH/FEB-24	0.00	16.06
					CALIFORNIA				ARTESIA/FEB-24	0.00	
1011 42	3938 03	/13/24	00000226	SOUTHERN	CALIFORNIA	EDIS	560230	6210	INDIANA/FEB-24	0.00	117.55
					CALIFORNIA			7365	ARTESIA FEB-24	0.00	120.48
					CALIFORNIA				LA MIRADA/FEB-24	0.00	
					CALIFORNIA				ARTESIA/FEB-24	0.00	
					CALIFORNIA				VAL VW/FEB-24	0.00	
					CALIFORNIA				LINDEN/FEB-24	0.00	22,314.05
					CALIFORNIA				ROSECRANS/FEB-24	0.00	
					CALIFORNIA				BALL WELL/FEB-24 BEACH/FEB-24	0.00 0.00	
					CALIFORNIA CALIFORNIA				LINCOLN/FEB-24	0.00	
					CALIFORNIA				BEACH/FEB-24	0.00	
					CALIFORNIA				MALVERN/FEB-24	0.00	
					CALIFORNIA				OR'THORP/FEB-24	0.00	
					CALIFORNIA				COMNWLTH/FEB24	0.00	
					CALIFORNIA				/MALVERN/FEB-24	0.00	
					CALIFORNIA			9тн w	ESTERN/FEB-24	0.00	39.78
		/13/24	00000226	SOUTHERN	CALIFORNIA	EDIS	560230	8221	DALE/FEB-24	0.00	
		/13/24	00000226	SOUTHERN	CALIFORNIA	EDIS	660240	STANT	ON/MAPLE/FEB-24	0.00	
					CALIFORNIA				LA MIRADA/FEB-24	0.00	
					CALIFORNIA				ARTESIA/FEB-24	0.00	
					CALIFORNIA				T X SANRIO/FEB24	0.00	
					CALIFORNIA				LA PALMA/FEB-24	0.00	
					CALIFORNIA				WESTERN/FEB-24	0.00	
					CALIFORNIA CALIFORNIA				BEACH/FEB-24 LA PALMA/FEB-24	0.00	
					CALIFORNIA				BEACH/FEB-24	0.00	
					CALIFORNIA				BEACH/FEB-24	0.00	
					CALIFORNIA				YVW SO FY/FEB-24	0.00	
					CALIFORNIA				TR/ARTESIA/FEB24	0.00	
					CALIFORNIA				FY EO KNT/FEB-24	0.00	
		/13/24	00000226	SOUTHERN	CALIFORNIA	EDIS	560230	6655	MNCHESTR/FEB-24	0.00	
		/13/24	00000226	SOUTHERN	CALIFORNIA	EDIS	560230	BEACH	/DURANGO/FEB-24	0.00	
					CALIFORNIA				/9TH/FEB-24	0.00	
					CALIFORNIA				FY OFF RMP/FEB24	0.00	
					CALIFORNIA				CRESCENT/FEB-24	0.00	
					CALIFORNIA				BEACH/FEB-24	0.00	
					CALIFORNIA				FIRESTONE/FEB-24	0.00	
					CALIFORNIA CALIFORNIA				/STAGE/FEB-24	0.00	
					CALIFORNIA				/CRSENT/FEB-24 R OR-THORP/FEB24	0.00	
					CALIFORNIA				COMNWLTH/FEB-24	0.00	
					CALIFORNIA				EMO/VL.VW/FEB24	0.00	
					CALIFORNIA				ARTESIA/FEB-24	0.00	
					CALIFORNIA				/ARTESIA/FEB-24	0.00	
1011 42	3938 03				CALIFORNIA				BRIDGEPORT/FEB24	0.00	103.61
		/13/24	00000226	SOUTHERN	CALIFORNIA	EDIS	660240	BEACH	/MALVERN/FEB-24	0.00	131.90
					CALIFORNIA				DALE/FEB-24	0.00	
		· · · - · · - ·			CALIFORNIA				BEACH/FEB-24	0.00	
					CALIFORNIA				MALVERN/FEB-24	0.00	
1011 42	3938 03	/13/24	00000226	SOUTHERN	CALIFORNIA	EDIS	660240	6248	CRESCENT/FEB-24	0.00	43.06

#### CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

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CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	ACTIVITY	DESCRIPTION		AMOUNT
1011       423938         1011       423938         1011       423938         1011       423938         1011       423938         1011       423938         1011       423938         1011       423938         1011       423938         1011       423938         1011       423938         1011       423938         1011       423938         1011       423938         1011       423938         1011       423938         1011       423938         1011       423938	03/13/24 0000226 03/13/24 0000226 03/13/24 0000226 03/13/24 0000226 03/13/24 0000226 03/13/24 0000226 03/13/24 0000226 03/13/24 0000226	5 SOUTHERN CALIFORNIA EDIS 5 SOUTHERN CALIFORNIA EDIS	560230 660240 860810 560230 560230 660240 170670 860810 352510	7611 BEACH/FEB-24 BP LIGHTING/FEB-24 7732 TULARE/FEB-24 6232 AUTO CTR/FEB-24 6200 STANTON/FEB-24 6655 AUTO CTR/FEB-24 7731 STANTON/FEB-24 6500 AUTO CTR/FEB-24 7225 EL DORADO/JAN-24 7750 CAMELLIA/JAN-24	$\begin{array}{c} 0.00\\$	44.18 64,026.83 16.16 57.22 80.86 101.55 8.54 79.80 5,968.71 23,160.50 172,592.20
1011 423939	03/13/24 00000336	SOUTHERN CALIFORNIA EDIS		CT#900000005884 RENT		36,095.25
1011       423940         1011       423940         1011       423940         1011       423940         1011       423940         1011       423940         1011       423940         1011       423940         1011       423940         1011       423940         1011       423940         1011       423940         1011       423940         1011       423940         1011       423940         1011       423940         1011       423940         1011       423940	03/13/24 0000328 03/13/24 0000328 03/13/24 0000328 03/13/24 0000328 03/13/24 0000328 03/13/24 0000328 03/13/24 0000328 03/13/24 0000328 03/13/24 0000328	SOUTHERN CALIFORNIA GAS SOUTHERN CALIFORNIA GAS	170670 860810 170670 860810 170670 170670 170670 170670 860810 170670	6955 ARAGON/FEB-24 7171 8TH ST/FEB-24 6601 BEACH/FEB-24 8152 KNOTT/FEB-24 7225 EL DORADO/FEB-24 8150 KNOTT/FEB-24 8150 KNOTT#D/FEB-24 6650 BEACH/FEB-24 6640 BEACH/FEB-24 6660 BEACH/FEB-24	$\begin{array}{c} 0.00\\$	$\begin{array}{c} 1,304.62\\ 32.07\\ 5.08\\ 45.21\\ 143.90\\ 209.36\\ 1,152.70\\ 1,527.34\\ 4,228.25\\ 14.79\\ 33.96\\ 8,697.28 \end{array}$
1011 423941	03/13/24 10006963	SPEAKWRITE, LLC	650305	TRANSCRIBE/FEB-24	0.00	1,854.11
1011         423942           1011         423942           1011         423942           1011         423942           1011         423942           1011         423942           1011         423942           1011         423942           1011         423942           1011         423942           1011         423942           TOTAL         CHECK	03/13/24 00010381 03/13/24 00010381 03/13/24 00010381 03/13/24 00010381 03/13/24 00010381 03/13/24 00010381	SPOK INC SPOK INC SPOK INC SPOK INC	860810 275305 352363 860810 275305 352363	PHONES PHONES PHONES PHONES PHONES PHONES	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00 \end{array}$	7.40 7.40 28.78 7.40 7.40 28.78 87.16
1011 423943 1011 423943 TOTAL CHECK	03/13/24 10009496 03/13/24 10009496	5 T & G GLOBAL, LLC 5 T & G GLOBAL, LLC	170670 170670	TREE LIGHT MT/FEB-24 TREE LIGHT MT/FEB-24	0.00 0.00 0.00	945.00 945.00 1,890.00
1011 423944 1011 423944 TOTAL CHECK	03/13/24 00001085 03/13/24 00001085	STAPLES CONTRACT & COMME STAPLES CONTRACT & COMME	126120 121135	OFFICE SUPPLIES OFFICE SUPPLIES	0.00 0.00 0.00	32.30 39.10 71.40
1011 423945 1011 423945 TOTAL CHECK	03/13/24 10009023 03/13/24 10009023	B TIRE HUB, LLC B TIRE HUB, LLC	171710 171710	TIRES TIRES	0.00 0.00 0.00	1,214.81 110.58 1,325.39
1011 423946	03/13/24 10010941	TYSON KOERPER	106117	RACK CARD DISPLAY	0.00	165.00
1011 423947	03/13/24 10011938	3 T-MOBILE	650303	982979864 MARCH-24	0.00	1,210.18

CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

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CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011 423948	03/13/24 10011938	T-MOBILE	995100	995916635 MARCH-23	0.00	10.81
1011 423949	03/13/24 1001112	JEEVANI TOMASSETTI	71	COMPUTER LOAN	0.00	1,404.67
1011 423950	03/13/24 10006419	MARTIN TOMSICK	650208	LESS LETHAL 4/1-2/24	0.00	256.00
1011 423951 1011 423951 TOTAL CHECK	03/13/24 00004212 03/13/24 00004212	TOWNSEND PUBLIC AFFAIRS TOWNSEND PUBLIC AFFAIRS	352267 105105	LOBBYIST/MARCH-24 LOBBYIST/MARCH-24	$0.00 \\ 0.00 \\ 0.00$	2,018.75 6,056.25 8,075.00
1011 423952	03/13/24 00004212	TOWNSEND PUBLIC AFFAIRS	105105	GRANT WRITE/MAR-24	0.00	5,000.00
1011 423953	03/13/24 10009442	CONNOR JAMES TRAUT	11	REF/DEPOSIT#R9913	0.00	500.00
1011 423954	03/13/24 00010230	TRENCH SHORING CO, INC.	352363	PLATE RENTAL STANTON	0.00	235.20
1011 423955	03/13/24 0000544	TRI-SIGNAL INTEGRATION,	170670	FIRE ALARM REPAIR	0.00	500.00
1011 423956	03/13/24 10012513	. TSG ENTERPRISES, INC	590004	ADM.SVC/OCT-23	0.00	1,106.00
1011 423957	03/13/24 10012155	TUNNELWORKS SERVICES, IN	52	REF/METER#00-0891-00	0.00	2,000.00
1011 423958	03/13/24 00000233	. U S POSTMASTER	632110	BP PERMIT #196	0.00	5,590.00
1011 423959	03/13/24 00000233	. U S POSTMASTER	632110	BP ACCT #BR 104-000	0.00	320.00
1011 423960	03/13/24 00000233	. U S POSTMASTER	632110	BP ACCT #BR 104-001	0.00	1,730.00
1011423972	03/13/24 00010474 03/13/24 00010477 03/13/24 00010477	U.S.BANK CORPORATE PAYME U.S.BANK CORPORATE PAYME	171710 101101 101101 650302 126120 171710 275205 105105 115110 101101 121110 121110 631140 11 171710 650303 160105 101101 115110 171710 275305 275305 275305	SERVICE FEE/MACIAS COUNCIL FOOD/GUERRA COM ACAD.SUPL/JIMENEZ CHIEF'S LABELS/COTA OFFICE SUPL/HYUN SCAQMD SVC FEE/MACIAS SPOTIFY/MARTINEZ PKING CALCITY/FRANCE DROPBX ACCT/BADILLO COM.ACAD.SUPL/LOPEZ WLMRT/LNCH&LRNSNCK/RV PORTOS/CSACADET/DP 3RING BINDER/MESHRAM WATER/PD APPR/COTA FUEL/MOTORCYCLE/VU ZOOM MO CHG/NGUYEN ZOOM SUBS/MIKHAEL ZOOM ACCT/JIMENEZ ZOOM ACCT/JIMENEZ ZOOM ACCT/JIMENEZ ZOOM ACCT/GUERRA FUEL/MOTORCY/SALAZAR VAL.TBL COVERS/DAVIS VAL.TBL COVER/DAVIS LUNCH CALCITY/FRANCE	$\begin{array}{c} 0.00\\$	5.38 6.71 9.00 9.57 9.91 10.19 10.99 11.00 11.99 12.67 13.92 14.13 14.63 14.90 15.00 15.99 15.99 15.99 15.99 15.99 17.25 17.51 17.58 17.62

SELECTION CRITERIA: transact.trans\_date between '20240229 00:00:00.000' and '20240313 00:00:00.000' ACCOUNTING PERIOD: 9/24

CASH ACC	T CHECK NO	ISSUE DT	VENDOR	NAME			ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011	423972	03/13/24	00010474	U.S.BANK	CORPORATE	PAYME	106117	GOOGLE SUBS/COPPING	0.00	18.00
1011	423972				CORPORATE			AMAZON/SUPPLIES/RV	0.00	18.30
1011	423972				CORPORATE			FUEL/MOTORCY/SALAZAR	0.00	18.32
1011	423972				CORPORATE			FUEL/MOTORCY/SALAZAR	0.00	18.58
1011	423972	03/13/24	00010474	U.S.BANK	CORPORATE	PAYME	650302	MAILING LABELS/COTA	0.00	19.25
1011	423972	03/13/24	00010474	U.S.BANK	CORPORATE	PAYME	171710	FUEL/MOTORCY/SALAZAR	0.00	19.34
1011	423972				CORPORATE			FUEL/MOTROCY/SALAZAR	0.00	19.70
1011	423972				CORPORATE			FUEL/MOTORCY/SALAZAR	0.00	19.87
1011	423972	03/13/24	00010474	U.S.BANK	CORPORATE	PAYME	101101	BAKERY TRAY/LOPEZ	0.00	19.99
1011	423972	03/13/24	00010474	U.S.BANK	CORPORATE	PAYME	101101	NETWORK/CASTAN/LOPEZ	0.00	20.00
1011	423972	03/13/24	00010474	U.S.BANK	CORPORATE	PAYME	101101	NETWORK/SONNE/LOPEZ	0.00	20.00
1011	423972	03/13/24	00010474	U.S.BANK	CORPORATE	PAYME	101101	NETWORK/BROWN/LOPEZ	0.00	20.00
1011	423972				CORPORATE			HDMI CABLE/HUNT	0.00	20.22
1011	423972	03/13/24	00010474	U.S.BANK	CORPORATE	PAYME	631142	TOBACCO USE AD/FEWER	0.00	20.60
1011	423972				CORPORATE			HOTEL REF/TRAUT/LOPEZ	0.00	-337.28
1011	423972				CORPORATE			HOTEL REF/J.AHN/LOPEZ	0.00	-337.28
1011	423972				CORPORATE			HOTEL REF/BROWN/LOPEZ	0.00	-337.28
1011	423972				CORPORATE			CR:COM.ACAD/JIMENEZ	0.00	-230.41
1011	423972				CORPORATE			CR:KEYBOARD/DIERINGER	0.00	-204.96
1011	423972				CORPORATE			BROKEN DISPLAY/COPPIN	0.00	-116.34
1011	423972				CORPORATE			REF:VITAL REC/NIELSEN	0.00	-15.00
1011	423972				CORPORATE			CR:BAGS/COTA	0.00	-0.20
1011	423972				CORPORATE			BAG CREDIT/DIERINGER	0.00	-0.10
1011	423972				CORPORATE			DIGITAL ORDER/JIMENEZ	0.00	2.14
1011	423972				CORPORATE			COFFEE/PLATE/MARTINEZ	0.00	3.22
1011	423972				CORPORATE			LYFT CANCEL/NIELSEN	0.00	5.00
1011	423972				CORPORATE			COUNCIL FOOD/GUERRA	0.00	5.29
$\begin{array}{c} 1011 \\ 1011 \end{array}$	423972 423972				CORPORATE			MAIL BROCHURE/COPPING	0.00 0.00	$16.00 \\ 16.15$
1011	423972				CORPORATE CORPORATE			DIGITAL ORDER/JIMENEZ PORTOS/SRLDWTRTCH/DP	0.00	16.88
1011	423972				CORPORATE			COFFEE/HUNT	0.00	16.94
1011	423972				CORPORATE			FUEL/MOTORCY/RICE	0.00	25.00
1011	423972				CORPORATE			FUEL/MOTORCY/SALAZAR	0.00	25.78
1011	423972				CORPORATE			FUEL/MOTORCY/RICE	0.00	25.99
1011	423972				CORPORATE			FUEL/MOTORCY/SALAZAR	0.00	26.01
1011	423972				CORPORATE			FUEL/MOTORCY/SALAZAR	0.00	26.49
1011	423972				CORPORATE			HSE/BIRTH CERT/NIELSE	0.00	26.50
1011	423972				CORPORATE			FUEL/MOTORCY/RICE	0.00	26.56
1011	423972	03/13/24	00010474	U.S.BANK	CORPORATE	PAYME	121110	STATRBRO/LNCH&LRN/RV	0.00	26.57
1011	423972	03/13/24	00010474	U.S.BANK	CORPORATE	PAYME	171710	FUEL/MOTROCYCLE/VU	0.00	26.62
1011	423972	03/13/24	00010474	U.S.BANK	CORPORATE	PAYME	171710	FUEL/MOTORCY/RICE	0.00	27.44
1011	423972				CORPORATE			FUEL/MOTORCYCLE/VU	0.00	28.11
1011	423972				CORPORATE			FUEL/MOTORCYCLE/VU	0.00	28.14
1011	423972				CORPORATE			OFFIC SUPL/MIKHAEL	0.00	28.27
1011	423972				CORPORATE			OFFICE SUPL/COLES-GUZ	0.00	28.33
1011	423972				CORPORATE			OFFICE SUPL/COLES-GUZ	0.00	28.34
1011	423972				CORPORATE			FUEL/MOTORCY/COLON	0.00	28.49
1011 1011	423972 423972				CORPORATE			FUEL/MOTORCYCLE/VU	0.00	28.80
1011	423972				CORPORATE CORPORATE			FUEL/MOTORCY/SALAZAR CLASP ENVELOP/AVERELL	0.00 0.00	28.80 29.62
1011	423972				CORPORATE			COUNCIL ITEM/GUERRA	0.00	29.98
1011	423972				CORPORATE			SCPMA/HRMEM/DP	0.00	25.00
T0TT	123312	JJ/ 1J/ 24	00010 17 1	0.0.DANK	CONTONALE	- ATHE	*****		0.00	23.00

SELECTION CRITERIA: transact.trans\_date between '20240229 00:00:00.000' and '20240313 00:00:00.000' ACCOUNTING PERIOD: 9/24

CASH ACCT CHECK	NO ISSUE DT VE	NDOR NAME		ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011 42397	2 03/13/24 00	010474 U.S.BANK	CORPORATE PAYME	171710	FUEL/MOTORCYCLE/VU	0.00	25.19
1011 42397	2 03/13/24 00	010474 U.S.BANK	CORPORATE PAYME	171710	FUEL/MOTORCY/COLON	0.00	25.25
1011 42397		010474 U.S.BANK			SIGN SHOP SUPL/MIKHAE	0.00	21.00
1011 42397		010474 U.S.BANK			FUEL/MOTORCY/RICE	0.00	21.35
1011 42397	2 03/13/24 00	010474 U.S.BANK	CORPORATE PAYME	171710	FUEL/MOTORCY/RICE	0.00	21.38
1011 42397		010474 U.S.BANK			FUEL/MOTORCY/SALAZAR	0.00	21.72
1011 42397		010474 U.S.BANK			FUEL/MOTORCY/RICE	0.00	22.62
1011 42397		010474 U.S.BANK			ST.VAL DNC SUPL/DAVIS	0.00	22.88
1011 42397		010474 U.S.BANK			FUEL/MOTORCY/SALAZAR	0.00	23.11
1011 42397		010474 U.S.BANK			FUEL/MOTORCY/SALAZAR	0.00	23.54
1011 42397		010474 U.S.BANK			FUEL/MOTORCY/SALAZAR	0.00	23.69
1011 42397		010474 U.S.BANK			FUEL/MOTORCY/SALAZAR	0.00	24.07
1011 42397		010474 U.S.BANK			FUEL/MOTORCYCLE/VU	0.00	24.14
1011 42397		010474 U.S.BANK			FUEL/MOTORCY/SALAZAR	0.00	24.69
1011 42397		010474 U.S.BANK			CARDSTOCK/ADM/COTA	0.00	24.72
1011 42397		010474 U.S.BANK			VIDEO ADAPT/MIKIEWICZ	0.00	24.75
1011 42397	2 03/13/24 00	010474 U.S.BANK	CORPORATE PAYME	732044	LYFT RIDE/NIELSEN	0.00	24.91
1011 42397	2 03/13/24 00	010474 U.S.BANK	CORPORATE PAYME	101101	NETWORK SONNE/LOPEZ	0.00	25.00
1011 42397	2 03/13/24 00	010474 U.S.BANK	CORPORATE PAYME	101101	NETWORK/BRWN/LOPEZ	0.00	25.00
1011 42397	2 03/13/24 00	010474 U.S.BANK	CORPORATE PAYME	101101	NETWORK/J.AHN/LOPEZ	0.00	25.00
1011 42397	2 03/13/24 00	010474 U.S.BANK	CORPORATE PAYME	101101	NETWORK/CASTAN/LOPEZ	0.00	25.00
1011 42397	2 03/13/24 00	010474 U.S.BANK	CORPORATE PAYME	115110	NETWORK/JIMENEZ/LOPEZ	0.00	25.00
1011 42397	2 03/13/24 00	010474 U.S.BANK	CORPORATE PAYME	101101	NETWORK/TRAUT/LOPEZ	0.00	25.00
1011 42397	2 03/13/24 00	010474 U.S.BANK	CORPORATE PAYME	105105	ADOBE MO SUBS/MEDINA	0.00	29.99
1011 42397	2 03/13/24 00	010474 U.S.BANK	CORPORATE PAYME	106117	HOOKS STORE RM/COPPIN	0.00	43.41
1011 42397	2 03/13/24 000	010474 U.S.BANK	CORPORATE PAYME	106132	TV MOUNT CF/MIKHAEL	0.00	46.32
1011 42397	2 03/13/24 00	010474 U.S.BANK	CORPORATE PAYME	121110	SCPMA/HRMEM/DP	0.00	50.00
1011 42397		010474 U.S.BANK	CORPORATE PAYME	115110	CITY CLK SUPPLY/LOPEZ	0.00	50.43
1011 42397	2 03/13/24 00	010474 U.S.BANK	CORPORATE PAYME	275210	WATR/PASTRIE/MARTINEZ	0.00	50.48
1011 42397		010474 U.S.BANK	CORPORATE PAYME	106117	STORAGE BINS/COPPING	0.00	50.52
1011 42397		010474 U.S.BANK	CORPORATE PAYME	275315	ST.VAL DNC SUPL/DAVIS	0.00	50.71
1011 42397		010474 U.S.BANK			GOMSA MTG/PORTER	0.00	51.50
1011 42397		010474 U.S.BANK			FLAG SPREADER/DIERING	0.00	52.79
1011 42397		010474 U.S.BANK			ADOBE CLOUD/COPPING	0.00	54.99
1011 42397		010474 U.S.BANK			BRIDGET CAPIO/MEDINA	0.00	55.00
1011 42397		010474 U.S.BANK			HELIUM ART/MARTINEZ	0.00	55.63
1011 42397		010474 U.S.BANK			DELL PORT/MIKIEWICZ	0.00	55.70
1011 42397		010474 U.S.BANK			PD APPR BR/DIERINGER	0.00	55.84
1011 42397		010474 U.S.BANK			PD APPRE.BRUNCH/COTA	0.00	58.16
1011 42397		010474 U.S.BANK			20'CONT.RENT/WILLIAMS	0.00	59.40
1011 42397		010474 U.S.BANK			PENNANT/EGGST/SANCHEZ	0.00	61.02
1011 42397		010474 U.S.BANK			LAPTOP BATTERY/MIKIEW	0.00	61.29
1011 42397		010474 U.S.BANK			COUNCIL DESSERT/GUERR	0.00	61.80
1011 42397		010474 U.S.BANK			SHAR CONCERT/SAUCEDA	0.00	30.00
1011 42397		010474 U.S.BANK			FUEL/MOTORCY/COLON	0.00	30.00
1011 42397		010474 U.S.BANK			OC DIV MT/BROWN/LOPEZ	0.00	30.00
1011 42397 1011 42397		010474 U.S.BANK			OC DIV MT/CASTAN/LOPE	0.00	30.00
		010474 U.S.BANK			FUEL/MOTORCY/SALAZAR	0.00	30.44
1011 42397 1011 42397		010474 U.S.BANK 010474 U.S.BANK			FUEL/MOTORCYCLE/VU	0.00 0.00	$31.15 \\ 31.19$
1011 42397		010474 U.S.BANK			FUEL/MOTORCY/RICE FUEL/MOTORCYCLE/VU	0.00	31.51
1011 42397		010474 U.S.BANK			FUEL/MOTORCYCLE/VU FUEL/MOTORCY/SALAZAR	0.00	31.80
1011 42397	2 03/13/24 000	010474 0.3.DANK	CONFORATE FAIME	. 1/1/10	TOLL/ MOTORCT/ SALAZAR	0.00	51.00

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CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011 423972	03/13/24 0001047	4 U.S.BANK CORPORATE PA	YME 11	BAGS/PD APPREC/COTA	0.00	32,60
1011 423972		4 U.S.BANK CORPORATE PAY		PORTOS/SRMAINWKR/DP	0.00	34.19
1011 423972	03/13/24 0001047	4 U.S.BANK CORPORATE PAY	YME 171710	CM VEH WASH/FRANCE	0.00	35.00
1011 423972	03/13/24 0001047	4 U.S.BANK CORPORATE PAY	YME 631140	BINDERS/MESHRAM	0.00	36.48
1011 423972	03/13/24 0001047	4 U.S.BANK CORPORATE PAY	YME 115120	PASSPORT SUPL/GUERRA	0.00	37.54
1011 423972	03/13/24 0001047	4 U.S.BANK CORPORATE PAY	YME 101101	COUNCIL FOOD/GUERRA	0.00	38.30
1011 423972		4 U.S.BANK CORPORATE PAY		MAYOR BKF/CASTAN/LOPE	0.00	39.19
1011 423972		4 U.S.BANK CORPORATE PA		HOTEL PK CALCIT/FRANC	0.00	39.20
1011 423972		4 U.S.BANK CORPORATE PA		CAT6A PATCH/MIKIEWICZ	0.00	39.66
1011 423972		4 U.S.BANK CORPORATE PA		OFICE SUPL/COLES-GUZM	0.00	40.06
1011 423972		4 U.S.BANK CORPORATE PA		VIDEO ADAPT/MIKIEWICZ	0.00	41.56
1011 423972		4 U.S.BANK CORPORATE PA		SUBMERS PUMP/LIBUNAO	0.00	42.01
1011 423972		4 U.S.BANK CORPORATE PA		AMAZON/SUPPLIES/RV	0.00	42.22
1011 423972		4 U.S.BANK CORPORATE PA		CALEA ASSESS/DIERINGE	0.00	42.60
1011 423972		4 U.S.BANK CORPORATE PA		TORX BIT SET/LIBUNAO	0.00	42.93
1011 423972		4 U.S.BANK CORPORATE PA		OFFICE SUPL/COLES-GUZ	0.00	62.82
1011 423972 1011 423972		4 U.S.BANK CORPORATE PA		RCK&BRW/SRLDWTR/DP	0.00	$116.00 \\ 118.35$
1011 423972		4 U.S.BANK CORPORATE PAY		PASSPORT SUPL/BADILLO	0.00	118.53
		4 U.S.BANK CORPORATE PAY		COSTUME STICKER/DAHL	0.00	
1011 423972 1011 423972		4 U.S.BANK CORPORATE PAY		COUNCIL FOOD/GUERRA	0.00 0.00	118.88 125.00
1011 423972		4 U.S.BANK CORPORATE PAY 4 U.S.BANK CORPORATE PAY		ASSOC REC/DIERINGER SCPMA/HRCONF/DP	0.00	130.00
1011 423972		4 U.S.BANK CORPORATE PA		SCPMA/HRCONF/DP	0.00	130.00
1011 423972		4 U.S.BANK CORPORATE PA		OC REG.ANN SUB/MEDINA	0.00	130.00
1011 423972		4 U.S.BANK CORPORATE PA		LAZYDOG/MAINASST/DP	0.00	130.58
1011 423972		4 U.S.BANK CORPORATE PAY		COUNCIL ITEM/GUERRA	0.00	134.04
1011 423972		4 U.S.BANK CORPORATE PAY		ASSOC DISPAT/DIERINGE	0.00	136.00
1011 423972		4 U.S.BANK CORPORATE PA		ASSOC DISPAT/DIERINGE	0.00	136.00
1011 423972		4 U.S.BANK CORPORATE PAY		OFFICE SUPL/BOX	0.00	136.82
1011 423972		4 U.S.BANK CORPORATE PAY		CHIEF CF RM SUPL/COTA	0.00	137.99
1011 423972		4 U.S.BANK CORPORATE PA		WORKSTATION/DIERINGER	0.00	140.18
1011 423972		4 U.S.BANK CORPORATE PAY		LACTATION RM/JIMENEZ	0.00	144.36
1011 423972	03/13/24 0001047	4 U.S.BANK CORPORATE PAY	YME 115120	LINENS/PASSPORT/LOPEZ	0.00	145.59
1011 423972	03/13/24 0001047	4 U.S.BANK CORPORATE PAY	YME 275105	ZOOM SUBS/BOX	0.00	149.90
1011 423972	03/13/24 0001047	4 U.S.BANK CORPORATE PAY	YME 121110	ZOOM SUBSCRIPTION/EF	0.00	149.90
1011 423972	03/13/24 0001047	4 U.S.BANK CORPORATE PAY	YME 115120	PASSPORT FOOD/BADILLO	0.00	64.35
1011 423972		4 U.S.BANK CORPORATE PAY		OFFICE SUPL/MIKHAEL	0.00	65.94
1011 423972		4 U.S.BANK CORPORATE PA		SNACKS PNO/SANCHEZ	0.00	67.02
1011 423972		4 U.S.BANK CORPORATE PA		TRAIN/MAYORQUIN/MESHR	0.00	69.00
1011 423972		4 U.S.BANK CORPORATE PA		BAGS/EGGSTRAV/SANCHEZ	0.00	71.09
1011 423972		4 U.S.BANK CORPORATE PA		WASTE BASKETS/LIBUNAO	0.00	74.46
1011 423972		4 U.S.BANK CORPORATE PA		ASSOC.REC/DIERINGER	0.00	75.00
1011 423972		4 U.S.BANK CORPORATE PA		PD APPR.CT PIECE/COTA	0.00	76.33
1011 423972		4 U.S.BANK CORPORATE PA		FLOWERS/OCFA/LOPEZ	0.00	77.56
1011 423972 1011 423972		4 U.S.BANK CORPORATE PAY 4 U.S.BANK CORPORATE PAY		DNTEXP/LNCH&LRN/DP PD APPR.BR/DIERINGER	0.00 0.00	84.00 85.07
1011 423972		4 U.S.BANK CORPORATE PA		STORAGE BINS/COPPING	0.00	87.84
1011 423972		4 U.S.BANK CORPORATE PAY		COFFEE/PLATE/MARTINEZ	0.00	88.95
1011 423972		4 U.S.BANK CORPORATE PA		SWEAR-IN ITEMS/COTA	0.00	90.25
1011 423972		4 U.S.BANK CORPORATE PA		KEYBOARDS/DIERINGER	0.00	96.93
1011 423972		4 U.S.BANK CORPORATE PA		ASSOC.REC/DIERINGER	0.00	100.00
1011 423972		4 U.S.BANK CORPORATE PA		BUS LUN/BROWN/LOPEZ	0.00	100.00
	00, 10, 21 00010 H				0.00	100100

SELECTION CRITERIA: transact.trans\_date between '20240229 00:00:00.000' and '20240313 00:00:00.000' ACCOUNTING PERIOD: 9/24

CASH AC	CT CHECK NO	ISSUE DT VEND	OR NAME			ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
1011	423972	03/13/24 0001	0474 II S BAN		ΡΔΥΜΕ	101101	BUS.LUN/TRAUT/LOPEZ	0.00	100.00
1011	423972	03/13/24 0001					BUS LUN/J/AHN/LOPEZ	0.00	100.00
1011	423972	03/13/24 0001					CEAOC MT CF/MIKHAEL	0.00	100.00
1011	423972	03/13/24 0001					PASTRIES/ESCAMILLA	0.00	103.20
1011	423972	03/13/24 0001	0474 U.S.BAN	< CORPORATE	PAYME	170670	RFID PD EV CHG/HUNT	0.00	105.88
1011	423972	03/13/24 0001	0474 U.S.BAN	< CORPORATE	PAYME	650405	30LB DOG FOOD/WILLIAM	0.00	113.01
1011	423972	03/13/24 0001	0474 U.S.BAN	< CORPORATE	PAYME	11	PD APPR.BR/DIERINGER	0.00	114.92
1011	423972	03/13/24 0001					ANN.ZOOM ACCT/MEDINA	0.00	149.90
1011	423972	03/13/24 0001					TRF SAFE CF/WILLIAMS	0.00	250.00
1011	423972	03/13/24 0001					CCAC MBR/GUERRA	0.00	250.00
1011	423972	03/13/24 0001					COUNCIL DINNER/LOPEZ	0.00	252.37
1011	423972	03/13/24 0001					MET ACCRED TEAM/NUNES	0.00	266.38
$\begin{array}{c} 1011 \\ 1011 \end{array}$	423972 423972	03/13/24 0001					1099 FORMS FILE/HYUN	0.00	271.25 273.96
1011	423972	03/13/24 0001 03/13/24 0001					ICSC LV FLIGHT/FRANCE	0.00 0.00	281.37
1011	423972	03/13/24 0001					EXHAUST FAN/LIBUNAO TIC.SOFI TOUR/SAUCEDA	0.00	286.00
1011	423972	03/13/24 0001					COM.ACAD.SUPL/JIMENEZ	0.00	301.95
1011	423972	03/13/24 0001					SARBS CWEA CF/MOORE	0.00	302.70
1011	423972	03/13/24 0001					BRN ACT GUIDES/LOPEZ	0.00	450.00
1011	423972	03/13/24 0001					EMAIL MKT SUBS/DIEZ	0.00	453.00
1011	423972	03/13/24 0001					TRAIN CUFFS/DIERINGER	0.00	457.43
1011	423972	03/13/24 0001	0474 U.S.BAN	< CORPORATE	PAYME	171710	ANN EMIS 23-24/MACIAS	0.00	458.85
1011	423972	03/13/24 0001	0474 U.S.BAN	< CORPORATE	PAYME	650601	DATA PROTECT/BAILEY	0.00	487.20
1011	423972	03/13/24 0001	0474 U.S.BAN	< CORPORATE	PAYME	106117	HOST MEDIA STAY/DIEZ	0.00	590.42
1011	423972	03/13/24 0001					HOST MEDIA STAY/DIEZ	0.00	590.42
1011	423972	03/13/24 0001					APA MBRSHIP/FOULKES	0.00	629.00
1011	423972	03/13/24 0001					CCAC CF REG/JIMENEZ	0.00	650.00
1011	423972	03/13/24 0001					DEPOS/CUBE/SAUCEDA	0.00	150.00
1011	423972 423972	03/13/24 0001					DRONE LIGHTS/DIERINGE	0.00	160.06
$\begin{array}{c} 1011 \\ 1011 \end{array}$	423972	03/13/24 0001 03/13/24 0001					PD JACKET/WILLIAMS COUNCIL FOOD/GUERRA	0.00 0.00	161.61 171.79
1011	423972	03/13/24 0001					COUNCIL LINENS/LOPEZ	0.00	179.12
1011	423972	03/13/24 0001					2023 COMPLIA/MACIAS	0.00	180.00
1011	423972	03/13/24 0001					ENG.LIC.RENEW/ARABOLU	0.00	180.00
1011	423972	03/13/24 0001					PASSPORT LUN/LOPEZ	0.00	188.01
1011	423972	03/13/24 0001	0474 U.S.BAN	< CORPORATE	PAYME	126143	LASERFICHE/MIKIEWICZ	0.00	190.48
1011	423972	03/13/24 0001	0474 U.S.BAN	< CORPORATE	PAYME	560210	RAMPS/PORTER	0.00	191.80
1011	423972	03/13/24 0001					WAREHSE STK/KENNEDY	0.00	193.83
1011	423972	03/13/24 0001					PASSPORT SUPL/BADILLO	0.00	198.16
1011	423972	03/13/24 0001					COUNCIL DINNER/LOPEZ	0.00	198.96
1011	423972	03/13/24 0001					D.EXP/LNCH&LRNFOOD/RV	0.00	199.50
1011	423972	03/13/24 0001					BRIDGET DROPBX/FEWER	0.00	203.88
$\begin{array}{c} 1011 \\ 1011 \end{array}$	423972 423972	03/13/24 0001					MINIPC BCH SIG/MIKIEW	0.00	204.71
1011	423972	03/13/24 0001 03/13/24 0001					TV WALL MOUNT/HUNT ETHERNAT PATCH/MIKIEW	0.00 0.00	215.49 223.70
1011	423972	03/13/24 0001					CPRS/COMSVCSPSTNS/RV	0.00	225.00
1011	423972	03/13/24 0001					CPRS/COMSVCSPSTNS/RV	0.00	225.00
1011	423972	03/13/24 0001					ONLINE WTR GTWY/HYUN	0.00	238.40
1011	423972	03/13/24 0001					DEYBOARDS/DIERINGER	0.00	239.18
1011	423972	03/13/24 0001					GAUCHO/SRMAINWKR/DP	0.00	242.21
1011	423972	03/13/24 0001					PRIZES ART /MARTINEZ	0.00	249.38
1011	423972	03/13/24 0001	0474 U.S.BAN	< CORPORATE	PAYME	105105	BRIDGET CAPIO CF/FEWE	0.00	675.00

#### CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.trans\_date between '20240229 00:00:00.000' and '20240313 00:00:00.000' ACCOUNTING PERIOD: 9/24

CASH ACCT CHECK NO		NAME	ACTIVITY	DESCRIPTION	SALES ΤΔΧ	AMOUNT
1011         423972           1011         423972           1011         423972           1011         423972           1011         423972           1011         423972           1011         423972           1011         423972           1011         423972           1011         423972           1011         423972           1011         423972           1011         423972           1011         423972           1011         423972           1011         423972           1011         423972           1011         423972           1011         423972	03/13/24 0001047 03/13/24 0001047 03/13/24 0001047 03/13/24 0001047 03/13/24 0001047 03/13/24 0001047	4 U.S.BANK CORPORATE PAYME 4 U.S.BANK CORPORATE PAYME	995100 650208 731150 632110 170670 106132	PRT RACK CARD/COPPING CLEA ASSESS/DIERINGER TRAIN/LESTER/MESHRAM ICSC CF HOTEL/FOULKES RECYC CONTAIN/COLES-G SMART GOOGLE TV/HUNT LOGO SPEAKERS/COPPING	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	778.00 811.96 1,050.00 1,356.92 1,406.00 2,160.99 2,473.94 29,994.33
1011 423973	03/13/24 1001204	5 UNITED PARCEL SERVICE	650302	SHIPPING CHARGE	0.00	28.35
1011         423974           1011         423974           1011         423974           1011         423974           1011         423974           TOTAL         CHECK	03/13/24 10012924 03/13/24 10012924 03/13/24 10012924 03/13/24 10012924	4 URBAN HABITAT 4 URBAN HABITAT	32 290150 32 290150	PMT#8 RET. WHITAKER SCH/FEB-24 PMT#7 RET. WHITAKER SCH/JAN-24	0.00 0.00 0.00 0.00 0.00	-7,730.76 154,615.11 -22,375.84 447,516.77 572,025.28
1011 423975	03/13/24 10011582	<sup>7</sup> US BANK	11	CUST ACCT/JAN-24	0.00	224.00
1011 423976	03/13/24 10011582	7 US BANK	997100	CUST.ACCT/JAN-24	0.00	291.67
1011 423977	03/13/24 10006634	VAN DE POL ENTERPRISES,	171710	OIL	0.00	2,641.83
1011 423978	03/13/24 00001913	L JEFF VAN SICKLE	275135	YT OFFIC.2/24-3/8/24	0.00	120.00
1011 423979 1011 423979 TOTAL CHECK		2 VERIZON WIRELESS 2 VERIZON WIRELESS	352363 170670	87008359200001 FEB-24 87008359200001 FEB-24	0.00 0.00 0.00	551.08 953.44 1,504.52
1011       423980         1011       423980         1011       423980         1011       423980         1011       423980         1011       423980         1011       423980         1011       423980         1011       423980         1011       423980         1011       423980         1011       423980	03/13/24 10002032 03/13/24 10002032 03/13/24 10002032 03/13/24 10002032 03/13/24 10002032	2 VERIZON WIRELESS 2 VERIZON WIRELESS 2 VERIZON WIRELESS 2 VERIZON WIRELESS 2 VERIZON WIRELESS 2 VERIZON WIRELESS	170670 998100 560210 352363 115110 101101	5613069150002 FEB-24 5613069150002 FEB-24 5613069150002 FEB-24 5613069150002 FEB-24 5613069150002 FEB-24 5613069150002 FEB-24	$\begin{array}{c} 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00 \end{array}$	625.41 -29.85 41.53 76.02 118.23 118.23 949.57
1011 423981	03/13/24 10002032	VERIZON WIRELESS	275105	56130691500007 FEB-24	0.00	336.68
1011 423982	03/13/24 00002192	VERNE'S PLUMBING, INC.	106131	PLUMBING REPAIR	0.00	2,543.26
1011 423983	03/13/24 10000428	3 VISTA MEDIA SERVICES	106132	COUNCIL/COMMIS /JAN24	0.00	820.00
1011 423984	03/13/24 10008883	L VOHNE LICHE KENNELS, INC	650405	MO MT TRG/FEB-24	0.00	400.00
1011 423985 1011 423985 TOTAL CHECK		L VORTEX INDUSTRIES,INC. L VORTEX INDUSTRIES,INC.	170670 170670	DOOR REPAIRS DOOR REPAIR	0.00 0.00 0.00	1,150.80 1,258.70 2,409.50
101142398610114239861011423986	03/13/24 00000138	3 VULCAN MATERIALS, INC. 3 VULCAN MATERIALS, INC. 3 VULCAN MATERIALS, INC.	560211 560211 560211	ASPHALT ASPHALT ASPHALT	0.00 0.00 0.00	559.33 562.64 579.19

CITY OF BUENA PARK CHECK REGISTER - DISBURSEMENT FUND

SELECTION CRITERIA: transact.trans\_date between '20240229 00:00:00.000' and '20240313 00:00:00.000' ACCOUNTING PERIOD: 9/24

CASH ACCT CHECK NO	ISSUE DT VENDOR	NAME	ACTIVITY	DESCRIPTION	SALES TAX	AMOUNT
TOTAL CHECK					0.00	1,701.16
1011 423987 1011 423987 TOTAL CHECK		1 WATER SOURCE SOLUTIONS I 1 WATER SOURCE SOLUTIONS I		6955 ARAGON/MAR24 6494 CABALLERO/MAR-24	$0.00 \\ 0.00 \\ 0.00 \\ 0.00$	148.70 148.70 297.40
1011       423988         1011       423988         1011       423988         1011       423988         1011       423988         1011       423988         1011       423988         1011       423988         1011       423988         1011       423988         1011       423988         1011       423988         1011       423988         1011       423988         1011       423988         1011       423988	03/13/24 0000014 03/13/24 0000014 03/13/24 0000014 03/13/24 0000014 03/13/24 0000014 03/13/24 0000014	2 WAXIE SANITARY SUPPLY, I 2 WAXIE SANITARY SUPPLY, I	11 11 11 11 11 11	DEODORANT AIR FRESHENE BLEACH TISSUE TOILET ROLL (80 TISSUE FACIAL 2PLY WHI TOWEL CENTER PULL 6 RO SPONGE GIANT 7-1/4" X URINAL CARTRIDGE FALCO	$19.02 \\ 33.08 \\ 204.20 \\ 10.60 \\ 162.01 \\ 2.72 \\ 63.56 \\ 495.19$	264.39 459.98 2,839.00 147.34 2,252.51 37.85 883.64 6,884.71
1011       423989         1011       423989         1011       423989         1011       423989         1011       423989         1011       423989         1011       423989         1011       423989         1011       423989         1011       423989         1011       423989         1011       423989         TOTAL       CHECK	03/13/24 0000014 03/13/24 0000014 03/13/24 0000014	1 WEST COAST ARBORISTS INC 1 WEST COAST ARBORISTS INC 1 WEST COAST ARBORISTS INC 1 WEST COAST ARBORISTS INC 1 WEST COAST ARBORISTS INC	560641 560641 560641	TREE PRUNING/FEB-24 TREE PRUNING/JAN-24 STUMP GRIND/JAN-24 TREE PRUNING/JAN-24 12, 15 GAL TREE/JAN24	0.00 0.00 0.00 0.00 0.00 0.00 0.00	22,396.25 539.00 984.00 15,000.00 2,029.20 40,948.45
1011 423990	03/13/24 1001250	2 WILD WATER OPERATING LLC	: 171710	FEB 24 CAR WASHES	0.00	258.40
1011 423991	03/13/24 1001325	7 WORKCARE, INC.	650426	PD WELLNESS/FEB-24	0.00	9,525.63
1011 423992 1011 423992 TOTAL CHECK		6 WRIGHTS LABOR SERVICES 6 WRIGHTS LABOR SERVICES	732031 126128	HIP202306 LONGWORTH HIP202305 BULLOCK	$0.00 \\ 0.00 \\ 0.00 \\ 0.00$	5,863.00 7,933.00 13,796.00
1011 423993	03/13/24 1000685	7 YARDLEY ORGILL CO., INC.	352363	6" GASKETS	0.00	163.13
TOTAL CASH ACCOUNT					1,084.31	5,866,926.39
TOTAL FUND					1,084.31	5,866,926.39
TOTAL REPORT					1,084.31	5,866,926.39

Voided Check Numbers	Date Printed
423758	3/13/2024
423936	
423937	
423961	
423962	
423963	
423964	
423965	
423966	
423967	
423968	
423969	
423970	
423971	

### RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF \$24,315.26 COVERING RETIREE PAYROLL ENDING FEBRUARY 29, 2024.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37208 of the Government Code, the Director of Finance or his designated representative hereby certifies to the accuracy of the following demands and to the availability of funds for payment thereof.

Director of Finance

SECTION 2: The claims and demands in the sum of \$24,315.26, set forth on the 2-page register attached to this resolution and made a part here of have been audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED	this	day of	2024 by the following called
vote:			

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor

City Clerk

RESOLUTION NO. \_\_\_\_\_ Page 2

I hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this \_\_\_\_\_ day of \_\_\_\_\_\_ 2024.

City Clerk

# SUNGARD PUBLIC SECTOR DATE: 03/08/2024 TIME: 16:08:15

#### CITY OF BUENA PARK CHECK REGISTER(CONCISE)

PAGE NUMBER: 1 PAYREP83

SELECTION CRITERIA: checkhis.pay\_run='MK3' ALL CHECKS

PAYRUN: MK3 DATE: 03/04/2024

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT	MAN/VOID	EMPLOYEE	ID NUMBER
371936	.00	3.00		BEVINS, RONALD	9413
371937	.00	3.00		CHESSEN, DONNA	9428
371938	.00	153.00		DENNY. JOHNNIE	9440
371939	.00	153.00		FAIRMAN. ERIC	9451
371940	.00	153.00		GONZALES. ROBERT	9461
371941	.00	3.00		CHESSEN, DONNA DENNY, JOHNNIE FAIRMAN, ERIC GONZALES, ROBERT HAMBY, PAUL	9466
371942	.00	153.00		JACKSÓN, GARY	9482
371943	.00	153.00		KIMERY, ERIC	9012
371944	.00	15.00		LONG, ĹINDA	9664
371945	.00	3.00		MACIŚ, NORMA	9504
371946	.00	3.00		MAYS, MARY	9677
371947	.00	153.00		MCCAÝ, DONALD	9517
371948	.00	43.00		ROBLES, AMPARO	9550
371949	.00	153.00		SCHWENGEL, LLOYD SIGLER, CAROL	9558
371950	.00	3.00		SIGLER, CÁROL	9620
371951	.00	15.00		TRUJILLO, FRANK	9663
371952	.00	151.00		TUTHILL, LOREN	9581
371953	.00	3.00		TRUJILO, FRANK TUTHILL, LOREN WINNER, SAMUEL	9589
v371954	15.00	.00		AGUIRRE, RICHARD	9624
v371955	2,824.84	.00		WINNER, SAMUEL AGUIRRE, RICHARD BANKS, TAMRA BECKER, LLOYD	9687
v371956	15.00	.00		BECKER, LLOYD	9409
v371957	151.00	.00		BERRY, STEVE	9682
v371958	747.95	.00		BISBING, KRISTOPHER	9675
v371959	153.00	.00		BORREGARD, MICHAEL BRANUM, TERRY	9416
v371960	153.00	.00		BRANUM, TERRY	9418
v371961	1,441.88	.00		CARNEY, PATRICK	9014
v371962	43.00	.00		CARNEY, PATRICK CIAMPA, LISA CISNEROS, RUDY CLARK, LAURENCE CONN, SANDRA COX, BARBARA CRISP, BEVERLY DASCENZI, PHILLIP	9429
v371963	151.00	.00		CISNEROS, RUDY	9625
V371964	43.00	.00		CLARK, LAURENCE	9430
v371965	308.00	.00		CONN, SANDRA	9676
V371966	43.00	.00		COX, BARBARA	9435
V371967	3.00	.00		CRISP, BEVERLY	9612
V371968	153.00	.00		DASCENZI, PHILLIP DESOUCY, DOLORES	9438
V371969	43.00	.00		DESOUCY, DOLORES	9441
V371970	153.00	.00		DIXON, JAMES	9442
V371971	153.00	.00		DOCK, HENRY	9443
V371972	3.00	.00		EERNISSE, NOLA	9448
V371973	151.00	.00		FONCECA, ARTHUR	9456
V371974	712.14	.00		FORSYTH, RICHARD	9680
V371975	153.00	.00		FROST, FRANK	9458
V371976	308.00	.00		HAINLEY, LAWRENCE	9651
V371977	174.00	.00		HENEIN, NABIL	9662
V371978	153.00	.00		HESTER, KATHLEEN HICKEN, GARY	9627
V371979	153.00	.00			9475
V371980	263.00	.00		HOLGUIN, ALEXANDER	9604
V371981	153.00	.00		HORNUNG, EDISON	9479
V371982	151.00	.00		JACKSON, TERESA	9628
V371983	153.00	.00		JONES, MICHAEL	9656
V371984	43.00	.00		JONES, SHIRLEY	9486
v371985	151.00	.00		JONES, WILLIAM	9485

PAGE NUMBER: 2 PAYREP83

#### SELECTION CRITERIA: checkhis.pay\_run='MK3' ALL CHECKS

V371986		43.00	.00	KELLY, ANDREA	9661
v371987		43.00	.00		9654
				KERBAUGH, MARILYN	
V371988		153.00	.00	KIRBY, GEORGE	9488
v371989		43.00	.00	KIRK, BRET	9490
v371990		989.86	.00	KOHANEK, WILLIAM	9669
v371991		3.00	.00	KYLE, LESLIE	9493
v371992		153.00	.00	LININGER, RODNEY	9497
V371993		15.00	.00	LITCHFIEĹD, WILLIAM	9630
V371994		151.00	.00	LOEHR, LOTHAR	9499
v371995		1,441.88	.00	LOVCHIK, MICHAEL	9684
v371996		43.00	.00	LOWRY, MARILYN	9501
v371997		153.00	.00	LUCENTI, THOMAS	9502
				LUCENTI, THOMAS	
V371998		43.00	.00	MALOUFF, JOSEPHINE	9505
V371999		153.00	.00	MANNING, BRUCE	9506
v372000		43.00	.00	MARTIN, GLORIA	9508
v372001		43.00	.00	MARTINEZ, DAVID	9649
v372002		153.00	.00	MARTINEZ, MANUEL	9667
v372003		153.00	.00	MCNEILLY, MICHAEL	9522
v372004		15.00	.00	MEALER, JAMES	9523
V372005		153.00	.00	MONSON, THOMAS	9638
V372006		308.00	.00	MOTE, ROBERT	9600
V372007		43.00	.00	NUNEZ, RICHARD	9674
v372008		2,093.07	.00	PELTON, GREGORY	9699
v372009		153.00	.00	PENA, RICHARD	9598
		153.00	.00		9541
V372010				POTTER, BRUCE	
V372011		153.00	.00	POWELL, ROGER	9672
V372012		43.00	.00	REDDICK, SUZANNE	9655
v372013		151.00	.00	RILEY, MARGARET	9681
v372014		43.00	.00	RUGERS, REGINA	9631
v372015		49.00	.00	ROONEY, MARIAN	9622
v372016		153.00	.00	SANDERS, DARYL	9553
v372017		15.00	.00	SANDOVAL, SANTIAGO	9658
v372018		153.00	.00	SCHOALES, JAMES	9555
V372019		43.00	.00	SELLS, RÓBIN	9659
V372020		263.00	.00	SHEA, KEVIN	9671
v372021		43.00	.00	SHEARN, WYNNETTE	9641
v372022		994.50	.00	SIANEZ, COREY	9690
v372023		153.00	.00	STEWARD, GREGORY	9572
		153.00	.00		9652
V372024				SWISHER, JOHN	
V372025		153.00	.00	SYLVESTER, DAVID	9574
V372026		15.00	.00	TEMPLETON, JOHN	9686
V372027		151.00	.00	TILTON, SHALICE	9683
v372028		263.00	.00	VREDENBURGH, JOHN	9657
v372029		153.00	.00	WADELL, VERN	9584
v372030		739.30	.00	WARSINSKI, RICKY	9645
v372031		151.00	.00	WHITESIDE, JOHN	9668
v372032		43.00	.00	WHITLOCK, JOHN	9633
V372033		2,824.84	.00	WORRALL, GARY	9685
v372034		43.00	.00	WYMAN, GUADALUPE	9592
					555L
PAYRUN TOT	AL				
CHECK:	99	22,999.26	1,316.00		
TOTAL					
CHECKC	00	22 000 26	1 216 00		

CHECKS: 99 22,999.26 1,316.00

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA ALLOWING CERTAIN CLAIMS AND DEMANDS IN THE SUM OF \$966,273.29 COVERING REGULAR PAYROLL ENDING MARCH 01, 2024

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37208 of the Government Code, the Director of Finance or his designated representative hereby certifies to the accuracy of the following demands and to the availability of funds for payment thereof.

Director of Finance

SECTION 2: The claims and demands in the sum of \$966,273.29 set forth on this 8-page register attached to this resolution and made a part hereof have been audited as required by law and are hereby allowed in the amount set forth.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2024 by the following called vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. \_\_\_\_\_ Page 2

I hereby certify that the foregoing resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park held this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

City Clerk

PAGE NUMBER: 1 PAYREP83

#### SELECTION CRITERIA: checkhis.pay\_run='ML1' ALL CHECKS

PAYRUN: ML1 DATE: 03/08/2024

CHECK NUMBER	DEPOSIT AMOUNT	CHECK AMOUNT M/	AN/VOIDEMPLOYEE	ID NUMBER
v372035	1,151.36	.00	CABRERA, AMBER	248
v372036	4,052.38	.00	COPPING, SARA	951
v372037	1,246.73	.00	COPPING, SARA DIAZ, MICHELLE DIEZ, KARINA	419
v372038	2,454.84	.00	DIEZ, KARINA	169
v372039	2,184.38	.00	ENGLÉBRECHT, BRIDGET	261
v372040	2,538.92	.00	FEWER, JESSICA	580
v372041	6,932.19	.00	FRANCE, AARON	1650
v372042	2,701.37	.00	MEDINA, YARETZA	8
v372043	617.08	.00	MUNOZ, MICHELLE	440
v372044	667.89	.00	AHN, JOYCE	263
v372045	654.18	.00	BROWN, ARTHUR	655
v372046	727.58	.00	CASTANEDA, JOSE	277
v372047	468.53	.00	SONNE, SUSAN	5161
v372048	505.56	.00	TRAUT, CONNOR	5399
v372049	994.18	.00	AVITIÁ, LISA	114
v372050	2,681.32	.00	BADILLÓ, ANNA PATRICIA	168
v372051	1,628.15	.00		1470
v372052	5,017.91	.00	JIMENEŹ, ADRIA	2297
v372053	892.43	.00	KIRK, RÁLPH	384
v372054	1,833.11	.00	JIMENEZ, ADRIA KIRK, RALPH LOPEZ, ANGELICA CASTRO, GWENDOLYNE EENTON EDWARD	2928
v372055	2,849.70	.00	CASTRÓ, GWENDOLYNE	503
v372056	5,988.12	.00	FENTON, EDWARD	1564
v372057	2,141.86	.00	CASTRO, GWENDOLYNE FENTON, EDWARD GONZALEZ, JACQUELINE KERN, DONNA PREVO, DOREKA	157
v372058	1,732.65	.00	KERN, DOŃNA	2574
v372059	2,282.87	.00	PREVÓ, DOREKA	390
V372060	3,188.65	.00	VALDEZ, REBECCA	5490
v372061	1,623.22	.00	PREVO, DOREKA VALDEZ, REBECCA BUENROSTRO, PATRICIA CAPCTA ADPTAN	227
v372062	3,874.11	.00		1700
v372063	1,099.76	.00	GLAVIN, BARBARA HERNANDEZ, GLORIA HYUN, SUNG	1768
v372064	1,876.51	.00	HERNANDEZ, GLORIA	2092
v372065	6,273.16	.00	HYUN, SUNG	2248
v372066	2,030.04	.00	KIM, MIN	2584
v372067	1,986.50	.00	LOVÉJOY, REBEKAH	76
v372068	2,352.36	.00	MENDOZA, MARIA OZAKI, GRACE PAK TIMOTHY	3293
v372069	860.83	.00	OZAKI, GRACE	3881
v372070	1,924.68	.00	PAK, TIMOTHY	3955
v372071	2,575.32	.00	PEREZ, JESSICA	4111
v372072	2,450.64	.00	TOMASSETTI, JEEVANI TRAN, KRYSTLE	5623
v372073	2,050.89	.00	TRAN, KRYSTLE	242
v372074	5,436.83	.00	AVERELL, MARK	272
v372075	2,266.36	.00	COLES-GÚZMAN, MARY KENNEDY, SEAN	950
v372076	2,074.01	.00	KENNEDY, SEAN	111
V372077	1,725.80	.00	BELTRAN, CINDY	467
V372078	699.54	.00	CARDENAŚ, MARGARET	336
v372079	3,110.51	.00	CULL, ROBERT	1012
v372080	2,697.65	.00	LESTER, ALEXANDER	2868
V372081	1,745.26	.00	MACIAS, JUDITH	2996
v372082	2,171.15	.00	MAYORQUIN, RAYMUNDO	221
V372083	2,594.00	.00	TART, ANDRE	5235
v372084	3,986.88	.00	CAMACHO, MARIO	731

#### PAGE NUMBER: 2 PAYREP83

v372085	987.36	.00	CASTANEDA, GUADALUPE	280
v372086	2,269.83	.00	CATALDO, JOHN	766
v372087	583.37	.00		841
			COHEN-DORON, JILL	
V372088	1,947.98	.00	DAVIS-VALENTINE, SUZANNE	1085
v372089	2,232.71	.00	DE LA PAZ, TIANNA	297
v372090	978.24	.00		433
			DINH, MICHELLE	
v372091	5,941.03	.00	FOULKES, MATTHEW	9
v372092	3,467.73	.00	LUNA, HARALD	264
v372093	2,658.54	.00	MCALEESE, IAN	159
v372094	4,269.06	.00	MESHRAM, SWATI	3321
v372095	3,063.12	.00	NAVARRO, SANDRA	93
v372096	2,545.68	.00	SANTOS, RUTH	4640
			SANTOS, NOTI	
V372097	2,458.13	.00	SCHAETZL, RANA	431
v372098	1,620.29	.00	TAE, RAY	5196
v372099	2,108.30	.00	ZAPIEN, ERNESTINE	5777
v372100	47.39	.00	CHOI, YONG	388
v372101	47.39	.00	DAVIS, MONIQUE	386
v372102	47.39	.00	DIEP, DEBORAH	1208
v372103	47.39	.00	JUDEH, MIRVAT	389
V372104	47.39	.00	PATINO ESCALONA, HECTOR	387
V372105	2,182.81	.00	ARDAIZ, LANA	190
V372106	12.70	.00	DE LA LUZ, ALICIA	408
v372107	3,152.20	.00	DHAUW, MELISSA	1170
V372108	23.70	.00	KANDA, ANJALA	422
v372109	23.70	.00	MASSED, TANYA	409
v372110	23.70	.00	SERRANO, CHLOE	423
v372111	23.70	.00	SOLORZANO, RODOLFO	404
v372112	2,782.36	.00	SUAREZ, SARABETH	5169
v372113	2,917.46	.00	YOON, JIWON	91
v372114	513.14	.00	BARR, LISA	366
v372115	2,421.55	.00	COTA, LORRAINE	954
V372116	7,389.10	.00	GEYER, BRADLEY	1692
v372117	4,936.94	.00	HONG, ALEX	2130
v372118	2,300.65	.00	MARTINEZ, JESSICA	2936
v372119	5,903.37	.00		3755
			NGUYEN, NGHIA	
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V372397	633.78	.00	VELOZ, SABRINA	146
v372398	265.44	.00	WONGSUPHAKPHAN, BRIANNA	337
V372399	646.28	.00	GARCIA, JUSTIN	253
V372400	257.86	.00	RODRIGUEZ, PERLA	4488
V372401	638.40	.00	SINGH, YASHPREET	48
v372402	207.38	.00	SMITH, JOHN	210
v372403	422.04	.00	ZAPATA, ALEXANDRIA	303
v372404	925.36	.00	AGUILAR, KALVIN	23
V372405	182.49	.00	BARTOLO, BRYAN	338
v372406	1,245.83	.00	BUSTAMANTE VALLADARES, DIANA	285
v372407	696.81	.00		729
			CABUSAO, NINA MARINELLA	275
V372408	615.13	.00	CARDENAS, DIEGO	
V372409	577.57	.00	CASTILLO, DARLENE	119
v372410	752.68	.00	CERVANTES, BRIANA	757
v372411	2,296.45	.00	DAVIS, TANIKKA	1082
v372412	652.52	.00	DELGADO, ISABEL	502
V372413	745.07	.00	DETERDING, CARSON	1132
v372414	2,008.73	.00	GILLIAM, VERONICA	218
v372415	748.95	.00		44
			GUERRA, ROCCO	
V372416	809.12	.00	GUZMAN, NADINE	1917
V372417	736.74	.00	HONG, YI	2189
V372418	3,063.54	.00	HURTADO, MARIA	353
v372419	1,002.37	.00	JIMENEZ, GLADIS	434
V372420	846.31	.00	LARIZ RÚBALCAVA, CARLOS	429
			,	

SUNGARD PUBLIC SECTOR DATE: 03/08/2024 TIME: 17:33:08

#### CITY OF BUENA PARK CHECK REGISTER(CONCISE)

#### PAGE NUMBER: PAYREP83 8

# SELECTION CRITERIA: checkhis.pay\_run='ML1' ALL CHECKS

V372421 V372422 V372423 V372424 V372425 V372426 V372426 V372427 V372428 V372429 V372429 V372431 V372431 V372432 V372433 V372433 V372434		1,750.64 $1,405.87$ $447.93$ $2,171.02$ $1,729.64$ $389.87$ $561.77$ $184.66$ $481.11$ $497.70$ $95.40$ $601.28$ $704.51$ $408.20$	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	MARQUEZ PINEDO, ANALISA MINIKEY, MOLLY MORISON, MATTHEW NIELSEN, ROSEMARY NORIEGA, MICHELLE ONTIVEROS, STEVEN ORTIZ, YAHAIRA RUIZ, ANA SERRATOS, DARIAN SOSA, ELIANNA SOTO DONACIANO, ANGEL TAILOR, DIYA VALDEZ, NATALIA VEGA-MATA, PEDRO	3118 425 243 3760 3782 241 4591 160 341 287 175 46 278
V372435		414.75	.00	ZAZUETA, RYAN	267
PAYRUN TOT CHECK:	AL 401	966,273.29	.00		
TOTAL CHECKS:	401	966,273.29	.00		



### **City Council Regular Meeting Agenda Report**

#### **TREASURER'S REPORT FOR THE MONTH OF FEBRUARY 2024**

Meeting	Agenda Group
Tuesday, March 26, 2024, 5:00 PM	CONSENT CALENDAR Item: 4C
Presented By	Prepared By
Sung Hyun, Director of Finance	Sung Hyun, Director of Finance
Approved By	
Aaron France, City Manager	

#### **RECOMMENDED ACTION**

Receive and file the reports.

### PREVIOUS CITY COUNCIL ACTION

None.

#### DISCUSSION

The City of Buena Park's Investment Policy adopted by the City Council on February 13, 2024, requires the City Treasurer to submit a detailed investment report to the City Council.

Attached for review are the Treasurer's Investment Reports for the month of February 2024. All of the investments listed meet the requirements of both the Government Code and the City Investment Policy.

#### **BUDGET IMPACT**

None.

#### **Attachments**

Treasurers Report Att1of4.pdf Treasurers Report Att2of4.pdf Treasurers Report Att3of4.pdf Treasurers Report Att4of4.pdf

#### CITY OF BUENA PARK Treasurer's Report of Monies on Deposit Period Ending February 29, 2024

DESCRIPTION	City Book Balance	RDA Bond Proceeds Series B	Total
Union Bank - City Checking Account	3,019,786.56	-	3,019,786.56
Union Bank - Outstanding checks	(758,802.23)	-	(758,802.23)
Union Bank - Outstanding deposits	246,210.68	-	246,210.68
	2,507,195.01	-	2,507,195.01
Local Agency Investment Fund	28,322,424.58	-	28,322,424.58
Governmental Agency Securities	34,135,740.15	-	34,135,740.15
CMBS	961,171.88	-	961,171.88
Money Market Mutual	1,339,233.17	1,280,372.87	2,619,606.04
Supranational	3,383,135.00	-	3,383,135.00
Corporate	23,483,718.20	-	23,483,718.20
U S Treasury	41,493,107.45	-	41,493,107.45
Payables/Receivable	(1,250,601.87)		(1,250,601.87)
	131,867,928.56	1,280,372.87	133,148,301.43
Total	134,375,123.57	1,280,372.87	135,655,496.44

Fund Description	Cash Balance
11 - General Fund	56,556,457.89
12 - Economic Development Fund	8,093,174.05
17 - Opioid Settlement Fund	174,677.12
18 - Local Law Enforcement Fund	81,589.58
20 - Asset Forfeiture Fund	575,203.48
21 - Capital Project Fund	(362,411.55)
22 - Prop 172 PD Augment Fund	211,875.99
23 - State Law Enf Supp Fund	125,997.49
24 - State Gas Tax Fund	5,373,394.37
25 - Measure M2	3,179,350.37
28 - HOME Deferred Loan Fund	1,642,813.96
29 - Economic Development Fund (CDBG)	(56,021.53)
30 - State OCATT Fund	(5,960.00)
31 - Calhome Program	1,203,741.01
32 - Park In-Lieu Fund	(557,597.27)
33 - Traffic Congestion Relief Fund	53,107.31
40 - AB 2766 (AQMD) Fund	670,408.43
52 - Water Enterprise Fund	35,016,824.64
62 - Workers' Comp Self-Ins Fund	2,355,260.59
63 - Public Liab Self-Ins Fund	1,864,157.56
65 - Accrued Leave Fund	117,727.04
71 - Equip Maint & Replacement Fund	7,578,468.08
73 - Payroll Revolving Fund	-
74 - Management Info Systems Fund	1,796,594.83
77 - Gov't Buildings Maintenance Fund	718,073.39
96 - Tourism & Marketing Dist	341,415.73
97 - Successor Fund to RDA	5,951,311.78
98 - Housing Successor Fund	2,955,862.10
Total Cash	135,655,496.44

\* All investments are made in accordance with the City's adopted investment policy. \* The City has sufficient resources to meet expenditures for the next six (6) months.

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Portfolio Characteristics					
Average Modified Duration	2.04				
Average Coupon	2.60%				
Average Purchase YTM	2.99%				
Average Market YTM	4.85%				
Average Quality	AA+				
Average Final Maturity	2.21				
Average Life	2.20				

### Account Summary

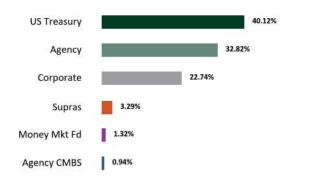
	Beg. Values as of 02/01/2024	End Values as of 02/29/2024
Market Value	101,917,176.99	101,521,048.60
Accrued Interest	686,002.89	644,671.41
Total Market Value	102,603,179.88	102,165,720.02
Income Earned	293,860.38	247,221.18
Cont/WD	(7,746.39)	(7,786.74)
Par	104,712,142.83	104,958,631.30
Book Value	103,565,177.04	103,845,232.41
Cost Value	103,267,764.89	103,545,503.98

### **Top Issuers**

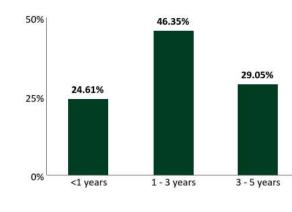
United States	40.12%
Federal Home Loan Banks	11.28%
Farm Credit System	10.79%
FNMA	6.88%
FHLMC	4.81%
Inter-American Development Bank	1.87%
International Bank for Recon and Dev	1.42%
Federated Hermes, Inc.	1.32%

CHANDLER ASSET MANAGEMENT

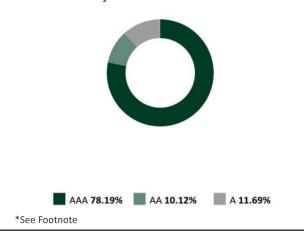
### Sector Allocation



# Maturity Distribution



### Credit Quality



### Performance Review

Total Rate of Return	1M	ЗМ	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (01/01/06)
City of Buena Park Core	(0.42%)	1.18%	(0.03%)	4.60%	0.96%	0.06%	1.41%	1.27%	2.21%
Benchmark Return*	(0.49%)	1.14%	(0.12%)	4.35%	0.67%	(0.09%)	1.27%	1.14%	2.03%

\*Periods over 1 year are annualized.

Benchmark: ICE BofA 0-5 Year US Treasury Index Secondary Benchmark:

The credit quality is a weighted average calculation of the highest of S&P, Moody's' and Fitch

Execution Time: 03/05/2024 10:41:18 PM

Chandler Asset Management | info@chandlerasset.com | www.chandlerasset.com | 800.317.4747

# STATEMENT OF COMPLIANCE



Rules Name	Limit	Actual	Compliance Status	Notes
AGENCY MORTGAGE SECURITIES (CMOS)				
Max % (MV)	100.0	0.0	Compliant	
Max % Issuer (MV; Agencies & Agency CMOs)	30.0	11.4	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
ASSET-BACKED SECURITIES (ABS)				
Max % (MV; Non Agency ABS & MBS)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
BANKERS' ACCEPTANCES				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	180	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
COLLATERALIZED BANK DEPOSITS				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COLLATERALIZED TIME DEPOSITS (NON-NEGOTIABLE CD/TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	25.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	270	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1)	0.0	0.0	Compliant	
CORPORATE MEDIUM TERM NOTES				
Max % (MV)	30.0	22.8	Compliant	
Max % Issuer (MV)	5.0	1.2	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	



# STATEMENT OF COMPLIANCE



Rules Name	Limit	Actual	Compliance Status	Notes
FDIC INSURED TIME DEPOSITS (NON-NEGOTIABLE CD/ TD)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	32.9	Compliant	
Max % Issuer (MV; Agencies & Agency CMOs)	30.0	11.4	Compliant	
Max Callables (MV)	20.0	0.0	Compliant	
Max Maturity (Years)	5	4	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max % (MV)	35.0	0.0	Compliant	
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	20.0	1.3	Compliant	
Max % Issuer (MV)	20.0	1.3	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
MORTGAGE-BACKED SECURITIES (NON-AGENCY)				
Max % (MV)	20.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5.0	0.0	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, OTHER STATES)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
MUTUAL FUNDS				
Max % (MV)	20.0	0.0	Compliant	

# STATEMENT OF COMPLIANCE

Rules Name	Limit	Actual	Compliance Status	Notes
Max % Issuer (MV)	10.0	0.0	Compliant	
Min Rating (AAA by 2)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	30.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Years)	5	0.0	Compliant	
Min Rating (A-1 by 1 or A- by 1 if > FDIC Limit)	0.0	0.0	Compliant	
REPURCHASE AGREEMENTS				
Max % (MV)	15.0	0.0	Compliant	
Max % Issuer (MV)	5.0	0.0	Compliant	
Max Maturity (Days)	30.0	0.0	Compliant	
SUPRANATIONAL OBLIGATIONS				
Max % (MV)	30.0	3.3	Compliant	
Max % Issuer (MV)	10.0	1.9	Compliant	
Max Maturity (Years)	5	4	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	40.0	Compliant	
Max % Issuer (BV)	100.0	40.3	Compliant	
Max Maturity (Years)	5	4	Compliant	



# **RECONCILIATION SUMMARY**



City of Buena Park Core | Account #405 | As of February 29, 2024

Maturities / Calls	
Month to Date	(2,025,000.00)
Fiscal Year to Date	(17,060,000.00)
Principal Paydowns	
Month to Date	0.00
Fiscal Year to Date	0.00
Dunch as a s	
Purchases Month to Date	4 781 000 02
	4,781,009.02
Fiscal Year to Date	36,568,271.59
Sales	
Month to Date	(1,256,242.99)
Fiscal Year to Date	(15,814,782.56)
Interest Received	
Month to Date	256,309.02
Fiscal Year to Date	1,465,098.98
Purchased / Sold Interest	
Month to Date	(1,623.26)
Fiscal Year to Date	(42,903.45)

# Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2023)
Beginning Book Value	103,565,177.04	101,104,268.05
Maturities/Calls	(2,025,000.00)	(17,060,000.00)
Principal Paydowns	0.00	0.00
Purchases	4,781,009.02	36,568,271.59
Sales	(1,256,242.99)	(15,814,782.56)
Change in Cash, Payables, Receivables	(1,253,577.56)	(1,252,402.02)
Amortization/Accretion	33,866.89	299,877.34
Realized Gain (Loss)	0.00	0.00
Ending Book Value	103,845,232.41	103,845,232.41

## Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2023)		
Beginning Market Value	101,917,176.99	97,396,632.23		
Maturities/Calls	(2,025,000.00)	(17,060,000.00)		
Principal Paydowns	0.00	0.00		
Purchases	4,781,009.02	36,568,271.59		
Sales	(1,256,242.99)	(15,814,782.56)		
Change in Cash, Payables, Receivables	(1,253,577.56)	(1,252,402.02)		
Amortization/Accretion	33,866.89	299,877.34		
Change in Net Unrealized Gain (Loss)	(676,183.75)	1,383,452.02		
Realized Gain (Loss)	0.00	0.00		
Ending Market Value	101,521,048.60	101,521,048.60		



Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P Fitch	Maturity Duration
AGENCY									
3130AB3H7	FEDERAL HOME LOAN BANKS 2.375 03/08/2024	1,600,000.00	04/16/2019 2.46%	1,593,136.00 1,599,973.11	99.94 4.63%	1,599,076.54 18,261.11	1.58% (896.57)	Aaa/AA+ AA+	0.02 0.02
3133EKNX0	FEDERAL FARM CREDIT BANKS FUNDING CORP 2.16 06/03/2024	1,500,000.00	07/08/2019 1.94%	1,515,675.00 1,500,822.70	99.15 5.43%	1,487,280.15 7,920.00	1.46% (13,542.55)	Aaa/AA+ AA+	0.26 0.25
3130A1XJ2	FEDERAL HOME LOAN BANKS 2.875 06/14/2024	1,500,000.00	06/12/2019 2.03%	1,562,100.00 1,503,568.97	99.28 5.36%	1,489,155.03 9,223.96	1.47% (14,413.94)	Aaa/AA+ AA+	0.29 0.28
3135G0V75	FEDERAL NATIONAL MORTGAGE ASSOCIATION 1.75 07/02/2024	1,300,000.00	07/23/2019 1.88%	1,291,602.00 1,299,427.73	98.79 5.35%	1,284,235.55 3,728.47	1.26% (15,192.18)	Aaa/AA+ AA+	0.34 0.33
3130A2UW4	FEDERAL HOME LOAN BANKS 2.875 09/13/2024	1,400,000.00	09/13/2019 1.81%	1,472,646.00 1,407,806.26	98.74 5.27%	1,382,366.87 18,783.33	1.36% (25,439.39)	Aaa/AA+ AA+	0.54 0.51
3133XVDG3	FEDERAL HOME LOAN BANKS 4.375 09/13/2024	1,500,000.00	10/04/2022 4.24%	1,503,525.00 1,500,974.47	99.51 5.31%	1,492,633.60 30,625.00	1.47% (8,340.87)	Aaa/AA+ AA+	0.54 0.51
3135G0W66	FEDERAL NATIONAL MORTGAGE ASSOCIATION 1.625 10/15/2024	1,200,000.00	03/31/2020 0.54%	1,259,004.00 1,208,113.94	97.80 5.24%	1,173,547.92 7,366.67	1.16% (34,566.02)	Aaa/AA+ AA+	0.63 0.60
3137EAEP0	FEDERAL HOME LOAN MORTGAGE CORP 1.5 02/12/2025	1,350,000.00	03/04/2020 0.88%	1,391,053.50 1,357,915.02	96.68 5.11%	1,305,220.50 1,068.75	1.29% (52,694.52)	Aaa/AA+ AA+	0.96 0.92
3130AUZC1	FEDERAL HOME LOAN BANKS 4.625 03/14/2025	1,000,000.00	03/16/2023 4.36%	1,004,960.00 1,002,575.38	99.59 5.03%	995,935.20 21,454.86	0.98% (6,640.18)	Aaa/AA+ AA+	1.04 0.98
3135G03U5	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.625 04/22/2025	1,300,000.00	08/11/2020 0.44%	1,311,492.00 1,302,795.90	95.24 4.94%	1,238,157.97 2,911.46	1.22% (64,637.92)	Aaa/AA+ AA+	1.15 1.11
3135G04Z3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 06/17/2025	1,400,000.00	06/18/2020 0.52%	1,398,866.00 1,399,705.93	94.63 4.81%	1,324,877.60 1,438.89	1.31% (74,828.33)	Aaa/AA+ AA+	1.30 1.26
3137EAEU9	FEDERAL HOME LOAN MORTGAGE CORP 0.375 07/21/2025	1,300,000.00	08/11/2020 0.43%	1,296,334.00 1,298,969.70	94.15 4.76%	1,223,982.98 541.67	1.21% (74,986.72)	Aaa/AA+ AA+	1.39 1.35
3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	1,000,000.00	02/16/2021 0.52%	993,538.00 997,876.04	93.69 4.81%	936,949.05 62.50	0.92% (60,926.99)	Aaa/AA+ AA+	1.49 1.44
3137EAEX3	FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025	1,500,000.00	10/19/2020 0.47%	1,492,845.00 1,497,729.01	93.41 4.79%	1,401,077.62 2,468.75	1.38% (96,651.39)	Aaa/AA+ AA+	1.57 1.52
3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	1,100,000.00	11/18/2020 0.52%	1,099,021.00 1,099,667.55	93.23 4.72%	1,025,529.21 1,741.67	1.01% (74,138.34)	Aaa/AA+ AA+	1.69 1.64
3130ATUC9	FEDERAL HOME LOAN BANKS 4.5 12/12/2025	895,000.00	05/31/2023 4.31%	899,072.25 897,865.98	99.60 4.73%	891,399.58 8,838.12	0.88% (6,466.41)	Aaa/AA+ AA+	1.79 1.68
3133EPLC7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026	2,000,000.00	06/07/2023 4.37%	1,987,746.00 1,991,037.57	99.14 4.58%	1,982,788.12 1,145.83	1.95% (8,249.45)	Aaa/AA+ AA+	1.99 1.88



Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P Fitch	Maturity Duration
3130AUU36	FEDERAL HOME LOAN BANKS 4.125 03/13/2026	1,000,000.00	03/16/2023 4.23%	997,070.00 998,009.10	98.91 4.69%	989,149.20 19,250.00	0.97% (8,859.90)	Aaa/AA+ AA+	2.04 1.89
3133EPHH1	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026	2,000,000.00	05/09/2023 3.90%	2,005,460.00 2,003,969.08	98.79 4.59%	1,975,889.52 27,333.33	1.95% (28,079.56)	Aaa/AA+ AA+	2.16 2.02
3130AWLZ1	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	1,000,000.00	08/24/2023 4.82%	998,180.00 998,512.21	100.33 4.59%	1,003,319.95 10,423.61	0.99% 4,807.74	Aaa/AA+ AA+	2.28 2.12
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	1,000,000.00	10/31/2023 5.06%	998,600.00 998,769.06	101.02 4.55%	1,010,154.14 4,305.56	1.00% 11,385.08	Aaa/AA+ AA+	2.42 2.24
3130AWTR1	FEDERAL HOME LOAN BANKS 4.375 09/08/2028	1,600,000.00	09/11/2023 4.50%	1,591,334.40 1,592,147.25	100.48 4.26%	1,607,633.20 40,250.00	1.58% 15,485.95	Aaa/AA+ AA+	4.53 3.96
3133EPC45	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028	2,500,000.00	11/14/2023 4.73%	2,488,100.00 2,488,797.70	101.47 4.28%	2,536,745.05 34,687.50	2.50% 47,947.35	Aaa/AA+ AA+	4.71 4.14
3133EPW84	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029	2,000,000.00	01/29/2024 4.05%	1,984,380.00 1,984,638.32	98.21 4.28%	1,964,134.32 9,256.94	1.93% (20,504.00)	Aaa/AA+ AA+	4.89 4.37
Total Agency		33,945,000.00	2.77%	34,135,740.15 33,931,667.98	98.22 4.80%	33,321,238.88 283,087.99	32.82% (610,429.10)	Aaa/AA+ AA+	1.84 1.69
AGENCY CMBS									
3137FBBX3	FHMS K-068 A2 3.244 08/25/2027	1,000,000.00	01/29/2024 4.42%	961,171.88 962,083.34	95.44 4.67%	954,428.00 2,703.33	0.94% (7,655.34)	Aaa/AA+ AA+	3.49 3.16
Total Agency CMBS		1,000,000.00	01/29/2024 4.42%	961,171.88 962,083.34	95.44 4.67%	954,428.00 2,703.33	0.94% (7,655.34)	Aaa/AA+ AA+	3.49 3.16
CASH									
CCYUSD	Payable	(1,252,867.01)	 0.00%	(1,252,867.01) (1,252,867.01)	1.00 0.00%	(1,252,867.01) 0.00	(1.23%) 0.00	Aaa/AAA AAA	0.00 0.00
CCYUSD	Receivable	2,265.14	 0.00%	2,265.14 2,265.14	1.00 0.00%	2,265.14 0.00	0.00% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		(1,250,601.87)	0.00%	(1,250,601.87) (1,250,601.87)	1.00 0.00%	(1,250,601.87) 0.00	(1.23%) 0.00	Aaa/AAA AAA	0.00 0.00
CORPORATE									
808513BN4	CHARLES SCHWAB CORP 0.75 03/18/2024	1,000,000.00	05/26/2021 0.47%	1,007,730.00 1,000,000.00	99.80 4.63%	997,950.02 3,395.83	0.98% (2,049.98)	A2/A- A	0.05 0.05
023135BW5	AMAZON.COM INC 0.45 05/12/2024	495,000.00	05/10/2021 0.50%	494,277.30 494,952.52	99.06 5.11%	490,368.29 674.44	0.48% (4,584.23)	A1/AA AA-	0.20 0.20



Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P Fitch	Maturity Duration
14913R2L0	CATERPILLAR FINANCIAL SERVICES	750,000.00	05/10/2021	748,995.00	99.00	742,478.13	0.73%	A2/A	0.21
79466LAG9	CORP 0.45 05/17/2024 SALESFORCE INC 0.625 07/15/2024	145,000.00	0.49%	749,929.39 144,926.05	5.12% 98.26	975.00 142,476.89	(7,451.26) 0.14%	A+ A2/A+	0.21
79400LAG9	SALESFORCE INC 0.025 07/15/2024	145,000.00	0.64%	144,990.85	5.32%	115.80	(2,513.96)	NA	0.36
69371RQ66	PACCAR FINANCIAL CORP 1.8 02/06/2025	750,000.00	06/09/2022 3.33%	720,862.50 739,716.18	96.83 5.31%	726,257.73 937.50	0.72% (13,458.45)	A1/A+ NA	0.94 0.90
87612EBL9	TARGET CORP 2.25 04/15/2025	700,000.00	03/14/2022 2.54%	693,847.00 697,759.56	96.87 5.14%	678,123.81 5,950.00	0.67% (19,635.75)	A2/A A	1.13 1.08
06367WB85	BANK OF MONTREAL 1.85 05/01/2025	750,000.00	08/12/2021 0.97%	774,285.00	96.10 5.32%	720,743.74 4,625.00	0.71% (36,896.89)	A2/A- AA-	1.17
91159HHZ6	US BANCORP 1.45 05/12/2025	1,000,000.00	12/29/2021 1.33%	1,003,770.00 1,001,278.71	95.69 5.19%	956,855.20 4,390.28	0.94%	A3/A A	1.20 1.16
78015K7H1	ROYAL BANK OF CANADA 1.15 06/10/2025	750,000.00	05/20/2021 0.95%	756,082.50	94.96 5.27%	712,224.93 1,940.62	0.70% (39,692.82)	A1/A AA-	1.28 1.23
89114QCK2	TORONTO-DOMINION BANK 0.75 09/11/2025	1,000,000.00	05/26/2021 0.91%	993,120.00 997,545.68	93.68 5.09%	936,785.17 3,541.67	0.92%	A1/A AA-	1.53 1.48
89236TKK0	TOYOTA MOTOR CREDIT CORP 5.4 11/10/2025	1,000,000.00	11/08/2022 5.36%	1,000,960.00 1,000,542.19	100.58 5.03%	1,005,801.95 16,650.00	0.99% 5,259.76	A1/A+ A+	1.70 1.57
46647PBK1	JPMORGAN CHASE & CO 2.083 04/22/2026	750,000.00	05/05/2021 1.15%	777,262.50	96.21 5.53%	721,587.32 5,598.06	0.71% (36,274.69)	A1/A- AA-	2.15 1.10
00440EAV9	CHUBB INA HOLDINGS INC 3.35 05/03/2026	1,000,000.00	03/16/2023 4.64%	962,870.00 974,171.85	96.41 5.11%	964,132.89 10,980.56	0.95% (10,038.96)	A3/A A	2.18 2.04
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	1,000,000.00	08/24/2023 5.47%	1,001,440.00 1,001,186.12	100.99 5.08%	1,009,889.38 1,995.50	0.99% 8,703.26	Aa1/A+ AA	2.47 2.20
61690U7W4	MORGAN STANLEY BANK NA 5.882 10/30/2026	1,000,000.00	10/31/2023 5.91%	999,160.00 999,252.22	101.84 5.11%	1,018,382.50 19,606.67	1.00% 19,130.28	Aa3/A+ AA-	2.67 2.33
084664CZ2	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027	500,000.00	03/14/2022 2.73%	489,930.00 493,880.75	93.70 4.54%	468,475.22 5,302.78	0.46% (25,405.52)	Aa2/AA A+	3.04 2.85
09247XAN1	BLACKROCK INC 3.2 03/15/2027	750,000.00	06/03/2022 3.36%	744,562.50 746,538.35	95.67 4.74%	717,521.03 11,066.67	0.71% (29,017.32)	Aa3/AA- NA	3.04 2.81
023135CF1	AMAZON.COM INC 3.3 04/13/2027	500,000.00	06/09/2022 3.59%	493,600.00 495,873.54	95.87 4.74%	479,356.10 6,325.00	0.47% (16,517.43)	A1/AA AA-	3.12 2.88
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	750,000.00	06/29/2022 3.91%	752,805.00 751,825.50	97.16 4.97%	728,689.45 9,250.00	0.72% (23,136.05)	A2/A+ A+	3.19 2.92
931142EX7	WALMART INC 3.95 09/09/2027	750,000.00	09/08/2022 3.92%	751,140.00	98.03 4.56%	735,190.46 14,154.17	0.72% (15,608.57)	Aa2/AA AA	3.53 3.18



Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P Fitch	Maturity Duration
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	750,000.00	12/28/2022 4.66%	695,400.00 708,722.40	93.92 4.80%	704,390.48 8,358.33	0.69% (4,331.92)	A2/A+ A	3.63 3.34
037833DK3	APPLE INC 3.0 11/13/2027	1,000,000.00	01/27/2023 4.12%	951,990.00 962,845.15	94.60 4.60%	945,966.03 9,000.00	0.93% (16,879.12)	Aaa/AA+ NA	3.71 3.41
69371RS31	PACCAR FINANCIAL CORP 4.6 01/10/2028	500,000.00	01/27/2023 4.30%	506,670.00 505,210.36	99.57 4.72%	497,832.30 3,258.33	0.49% (7,378.07)	A1/A+ NA	3.87 3.47
713448FL7	PEPSICO INC 3.6 02/18/2028	1,000,000.00	03/16/2023 4.29%	969,840.00 975,667.13	96.20 4.66%	962,013.42 1,300.00	0.95% (13,653.71)	A1/A+ NA	3.97 3.63
57636QAW4	MASTERCARD INC 4.875 03/09/2028	1,000,000.00	03/16/2023 4.53%	1,015,050.00 1,012,127.59	101.12 4.56%	1,011,175.30 23,291.67	1.00% (952.29)	Aa3/A+ NA	4.02 3.47
58933YBH7	MERCK & CO INC 4.05 05/17/2028	1,000,000.00	05/09/2023 4.07%	999,240.00 999,360.22	98.02 4.57%	980,174.79 11,700.00	0.97% (19,185.43)	A1/A+ NA	4.21 3.78
24422EXB0	JOHN DEERE CAPITAL CORP 4.95 07/14/2028	535,000.00	07/11/2023 4.98%	534,202.85 534,303.64	100.56 4.81%	537,997.82 3,457.44	0.53% 3,694.19	A1/A A+	4.37 3.87
532457CK2	ELI LILLY AND CO 4.5 02/09/2029	1,250,000.00	02/12/2024 4.54%	1,247,675.00 1,247,695.42	99.43 4.63%	1,242,845.20 3,437.50	1.22% (4,850.22)	A1/A+ NA	4.95 4.37
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	1,250,000.00	02/28/2024 4.81%	1,252,025.00 1,252,025.00	100.15 4.81%	1,251,930.24 842.01	1.23% (94.76)	A1/AA- NA	4.99 4.38
Total Corporate		23,625,000.00	3.40%	23,483,718.20 23,505,619.73	97.79 4.91%	23,087,615.79 192,120.82	22.74% (418,003.94)	A1/A+ A+	2.66 2.38
MONEY MARKET FUND									
60934N104	FEDERATED HRMS GV O INST	1,339,233.17	 5.16%	1,339,233.17 1,339,233.17	1.00 5.16%	1,339,233.17 0.00	1.32% 0.00	Aaa/ AAAm AA	0.00 0.00
Total Money Market Fund		1,339,233.17	5.16%	1,339,233.17 1,339,233.17	1.00 5.16%	1,339,233.17 0.00	1.32% 0.00	Aaa/ AAAm AA	0.00 0.00
SUPRANATIONAL									
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	1,500,000.00	07/24/2023 4.19%	1,454,115.00 1,459,657.64	96.43 4.41%	1,446,440.14 7,145.83	1.42% (13,217.50)	Aaa/AAA NA	4.37 3.97
4581X0DC9	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028	2,000,000.00	12/28/2023 3.96%	1,929,020.00 1,931,612.31	94.70 4.42%	1,894,016.44 28,298.61	1.87% (37,595.87)	Aaa/AAA NA	4.55 4.11

# HOLDINGS REPORT



Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P Fitch	Maturity Duration
Total Supranational		3,500,000.00	4.06%	3,383,135.00 3,391,269.96	95.45 4.42%	3,340,456.58 35,444.44	3.29% (50,813.37)	Aaa/AAA NA	4.47 4.05
US TREASURY									
91282CBV2	UNITED STATES TREASURY 0.375 04/15/2024	1,500,000.00	06/29/2021 0.42%	1,498,125.00 1,499,917.28	99.39 5.29%	1,490,785.40 2,120.90	1.47% (9,131.88)	Aaa/AA+ AA+	0.13 0.12
91282CEX5	UNITED STATES TREASURY 3.0 06/30/2024	2,000,000.00	05/31/2023 5.17%	1,954,921.88 1,986,191.26	99.22 5.33%	1,984,453.12 10,054.95	1.95% (1,738.14)	Aaa/AA+ AA+	0.33 0.33
912828YE4	UNITED STATES TREASURY 1.25 08/31/2024	1,500,000.00	05/26/2021 0.37%	1,542,773.44 1,506,566.73	98.03 5.29%	1,470,468.75 50.95	1.45% (36,097.98)	Aaa/AA+ AA+	0.50 0.48
912828YM6	UNITED STATES TREASURY 1.5 10/31/2024	1,500,000.00	10/04/2022 4.13%	1,422,187.50 1,474,919.09	97.59 5.22%	1,463,847.66 7,541.21	1.44% (11,071.43)	Aaa/AA+ AA+	0.67 0.64
912828YV6	UNITED STATES TREASURY 1.5 11/30/2024	1,500,000.00	08/26/2021 0.51%	1,547,988.28 1,511,040.13	97.30 5.20%	1,459,570.32 5,655.74	1.44% (51,469.81)	Aaa/AA+ AA+	0.75 0.73
91282CDN8	UNITED STATES TREASURY 1.0 12/15/2024	1,500,000.00	12/15/2021 0.97%	1,501,113.28 1,500,293.82	96.81 5.16%	1,452,187.50 3,155.74	1.43% (48,106.32)	Aaa/AA+ AA+	0.79 0.77
912828Z52	UNITED STATES TREASURY 1.375 01/31/2025	1,300,000.00	08/12/2021 0.55%	1,336,714.84 1,309,736.53	96.70 5.09%	1,257,039.06 1,473.21	1.24% (52,697.48)	Aaa/AA+ AA+	0.92 0.89
912828ZF0	UNITED STATES TREASURY 0.5 03/31/2025	1,250,000.00	03/29/2021 0.61%	1,244,531.25 1,248,521.45	95.30 5.00%	1,191,308.60 2,612.70	1.17% (57,212.85)	Aaa/AA+ AA+	1.08 1.05
912828ZT0	UNITED STATES TREASURY 0.25 05/31/2025	1,500,000.00	05/26/2021 0.56%	1,481,250.00 1,494,163.82	94.39 4.92%	1,415,917.96 942.62	1.39% (78,245.86)	Aaa/AA+ AA+	1.25 1.22
91282CFE6	UNITED STATES TREASURY 3.125 08/15/2025	2,000,000.00	05/31/2023 4.36%	1,948,281.25 1,965,863.06	97.64 4.82%	1,952,734.38 2,575.55	1.92% (13,128.68)	Aaa/AA+ AA+	1.46 1.40
91282CAT8	UNITED STATES TREASURY 0.25 10/31/2025	1,000,000.00	02/16/2021 0.50%	988,398.44 995,882.67	92.85 4.76%	928,515.62 837.91	0.91% (67,367.05)	Aaa/AA+ AA+	1.67 1.62
91282CBC4	UNITED STATES TREASURY 0.375 12/31/2025	1,250,000.00	01/11/2021 0.49%	1,243,017.58 1,247,421.04	92.52 4.68%	1,156,445.31 785.54	1.14% (90,975.73)	Aaa/AA+ AA+	1.84 1.78
91282CBH3	UNITED STATES TREASURY 0.375 01/31/2026	1,250,000.00	03/29/2021 0.85%	1,221,923.83 1,238,861.69	92.21 4.66%	1,152,636.72 386.33	1.14% (86,224.96)	Aaa/AA+ AA+	1.92 1.87
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	1,500,000.00	05/31/2023 4.17%	1,493,437.50 1,495,253.79	98.81 4.64%	1,482,128.91 2,472.53	1.46% (13,124.88)	Aaa/AA+ AA+	1.96 1.86
91282CBT7	UNITED STATES TREASURY 0.75 03/31/2026	1,500,000.00	09/28/2021 0.93%	1,487,871.09 1,494,389.55	92.46 4.58%	1,386,914.07 4,702.87	1.37% (107,475.48)	Aaa/AA+ AA+	2.08 2.02
912828654	UNITED STATES TREASURY 2.375 04/30/2026	1,300,000.00	08/29/2022 3.36%	1,255,972.66 1,274,004.79	95.49 4.58%	1,241,398.44 10,348.21	1.22% (32,606.34)	Aaa/AA+ AA+	2.17 2.06



Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P Fitch	Maturity Duration
91282CCF6	UNITED STATES TREASURY 0.75	1,500,000.00	06/03/2022	1,376,484.38	91.93	1,378,945.32	1.36%	Aaa/AA+	2.25
	05/31/2026		2.94%	1,430,304.93	4.56%	2,827.87	(51,359.61)	AA+	2.18
91282CCP4	UNITED STATES TREASURY 0.625 07/31/2026	1,500,000.00	06/03/2022 2.93%	1,364,414.06 1,421,116.89	91.17 4.52%	1,367,578.12 772.66	1.35% (53,538.76)	Aaa/AA+ AA+	2.42 2.35
	UNITED STATES TREASURY 1.5		10/04/2022	1,457,250.00	93.06	1,488,937.50	1.47%	Aaa/AA+	2.46
9128282A7	08/15/2026	1,600,000.00	4.00%	1,509,186.70	4.51%	989.01	(20,249.20)	AA+	2.37
91282CCZ2	UNITED STATES TREASURY 0.875		05/26/2022	924,257.81	91.33	913,281.25	0.90%	Aaa/AA+	2.59
912820022	09/30/2026	1,000,000.00	2.73%	954,880.05	4.46%	3,657.79	(41,598.80)	AA+	2.49
91282CDK4	UNITED STATES TREASURY 1.25	1,000,000.00	05/26/2022	937,500.00	91.77	917,734.38	0.90%	Aaa/AA+	2.75
	11/30/2026	1,000,000.00	2.72%	961,830.90	4.46%	3,142.08	(44,096.52)	AA+	2.64
91282CDQ1	UNITED STATES TREASURY 1.25	1,500,000.00	06/03/2022	1,391,015.63	91.62	1,374,316.41	1.35%	Aaa/AA+	2.84
	12/31/2026	,,	2.95%	1,432,415.32	4.43%	3,142.17	(58,098.91)	AA+	2.72
912828Z78	UNITED STATES TREASURY 1.5	1,500,000.00	06/09/2022	1,397,578.13	92.05	1,380,820.32	1.36%	Aaa/AA+	2.92
	01/31/2027		3.08%	1,435,623.99	4.43%	1,854.40	(54,803.67)	AA+	2.80
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	1,700,000.00	10/04/2022 3.94%	1,585,050.78 1,622,045.10	94.02 4.43%	1,598,398.45 1,576.24	1.57% (23,646.65)	Aaa/AA+ AA+	2.96 2.81
	UNITED STATES TREASURY 2.75				95.15	,	1.41%	Aaa/AA+	3.17
91282CEN7	04/30/2027	1,500,000.00	06/09/2022 3.07%	1,478,085.94 1,485,820.31	95.15 4.41%	1,427,285.16 13,825.55	(58,535.15)	Add/AA+ AA+	2.96
	UNITED STATES TREASURY 3.125		09/27/2022	1,428,808.59	95.96	1,439,355.46	1.42%	Aaa/AA+	3.50
91282CFH9	08/31/2027	1,500,000.00	4.20%	1,449,397.87	4.38%	127.38	(10,042.41)	AA+	3.26
012020255	UNITED STATES TREASURY 2.25	1 150 000 00	12/28/2022	1,060,560.55	92.87	1,068,017.58	1.05%	Aaa/AA+	3.71
9128283F5	11/15/2027	1,150,000.00	4.02%	1,082,042.08	4.35%	7,606.11	(14,024.50)	AA+	3.47
91282CGH8	UNITED STATES TREASURY 3.5	2,000,000.00	02/23/2023	1,942,421.88	97.00	1,939,921.88	1.91%	Aaa/AA+	3.92
912820018	01/31/2028	2,000,000.00	4.15%	1,954,174.48	4.34%	5,769.23	(14,252.60)	AA+	3.60
91282CGT2	UNITED STATES TREASURY 3.625	2,000,000.00	05/31/2023	1,981,171.88	97.39	1,947,734.38	1.92%	Aaa/AA+	4.08
	03/31/2028	2,000,000.00	3.84%	1,984,094.77	4.33%	30,307.38	(36,360.39)	AA+	3.69
				41,493,107.45	95.23	40,728,678.05	40.12%	Aaa/AA+	2.04
Total US Treasury		42,800,000.00	2.65%	41,965,960.09	4.73%	131,314.83	(1,237,282.04)	AA+	1.93
				102 545 502 00	06 72	101 531 040 60	400.000/	A-2/AA	2.24
Total Portfolio		104,958,631.30	2.99%	103,545,503.98 103,845,232.41	96.72 4.85%	101,521,048.60 644,671.41	100.00% (2,324,183.80)	Aa2/AA AA	2.21 2.04
Total Market		107,330,031.30	2.3370	103,073,232.41	05/0	077,071.71	(2,327,103.00)	~~	2.04
Value + Accrued						102,165,720.02			



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	02/02/2024	60934N104	2,975.69	FEDERATED HRMS GV O INST	1.000	5.19%	(2,975.69)	0.00	(2,975.69)	0.00
Purchase	02/05/2024	60934N104	936,562.50	FEDERATED HRMS GV O INST	1.000	5.19%	(936,562.50)	0.00	(936,562.50)	0.00
Purchase	02/06/2024	60934N104	6,750.00	FEDERATED HRMS GV O INST	1.000	5.18%	(6,750.00)	0.00	(6,750.00)	0.00
Purchase	02/12/2024	60934N104	10,125.00	FEDERATED HRMS GV O INST	1.000	5.17%	(10,125.00)	0.00	(10,125.00)	0.00
Purchase	02/14/2024	532457CK2	1,250,000.00	ELI LILLY AND CO 4.5 02/09/2029	99.814	4.54%	(1,247,675.00)	(781.25)	(1,248,456.25)	0.00
Purchase	02/15/2024	60934N104	92,375.00	FEDERATED HRMS GV O INST	1.000	5.18%	(92,375.00)	0.00	(92,375.00)	0.00
Purchase	02/20/2024	60934N104	45,630.00	FEDERATED HRMS GV O INST	1.000	5.17%	(45,630.00)	0.00	(45,630.00)	0.00
Purchase	02/26/2024	60934N104	2,703.33	FEDERATED HRMS GV O INST	1.000	5.18%	(2,703.33)	0.00	(2,703.33)	0.00
Purchase	02/26/2024	60934N104	43,125.00	FEDERATED HRMS GV O INST	1.000	5.18%	(43,125.00)	0.00	(43,125.00)	0.00
Purchase	02/29/2024	60934N104	1,141,062.50	FEDERATED HRMS GV O INST	1.000	5.18%	(1,141,062.50)	0.00	(1,141,062.50)	0.00
Purchase	03/01/2024	17275RBR2	1,250,000.00	CISCO SYSTEMS INC 4.85 02/26/2029	100.162	4.81%	(1,252,025.00)	(842.01)	(1,252,867.01)	0.00
Total Purchase			4,781,309.02				(4,781,009.02)	(1,623.26)	(4,782,632.28)	0.00
TOTAL ACQUISITIONS			4,781,309.02				(4,781,009.02)	(1,623.26)	(4,782,632.28)	0.00
DISPOSITIONS										
Sale	02/07/2024	60934N104	(7,786.74)	FEDERATED HRMS GV O INST	1.000	5.20%	7,786.74	0.00	7,786.74	0.00
Sale	02/14/2024	60934N104	(1,248,456.25)	FEDERATED HRMS GV O INST	1.000	5.18%	1,248,456.25	0.00	1,248,456.25	0.00
Total Sale			(1,256,242.99)				1,256,242.99	0.00	1,256,242.99	0.00
TOTAL DISPOSITIONS			(1,256,242.99)				1,256,242.99	0.00	1,256,242.99	0.00
OTHER TRANSACTIONS										
Cash Transfer	02/07/2024	CCYUSD	(7,786.74)	Cash		0.00%	(7,786.74)	0.00	(7,786.74)	0.00
Total Cash Transfer			(7,786.74)				(7,786.74)	0.00	(7,786.74)	0.00
Coupon	02/05/2024	3135G0V34	0.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 2.5 02/05/2024		2.50%	11,562.50	0.00	11,562.50	0.00
Coupon	02/06/2024	69371RQ66	0.00	PACCAR FINANCIAL CORP 1.8 02/06/2025		3.33%	6,750.00	0.00	6,750.00	0.00

# TRANSACTION LEDGER



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Coupon	02/12/2024	3137EAEP0	0.00	FEDERAL HOME LOAN MORTGAGE CORP 1.5 02/12/2025		0.88%	10,125.00	0.00	10,125.00	0.00
Coupon	02/15/2024	9128282A7	0.00	UNITED STATES TREASURY 1.5 08/15/2026		4.00%	12,000.00	0.00	12,000.00	0.00
Coupon	02/15/2024	912828V98	0.00	UNITED STATES TREASURY 2.25 02/15/2027		3.94%	19,125.00	0.00	19,125.00	0.00
Coupon	02/15/2024	91282CFE6	0.00	UNITED STATES TREASURY 3.125 08/15/2025		4.36%	31,250.00	0.00	31,250.00	0.00
Coupon	02/15/2024	91282CGL9	0.00	UNITED STATES TREASURY 4.0 02/15/2026		4.17%	30,000.00	0.00	30,000.00	0.00
Coupon	02/18/2024	713448FL7	0.00	PEPSICO INC 3.6 02/18/2028		4.29%	18,000.00	0.00	18,000.00	0.00
Coupon	02/18/2024	06428CAA2	0.00	BANK OF AMERICA NA 5.526 08/18/2026		5.47%	27,630.00	0.00	27,630.00	0.00
Coupon	02/25/2024	3137FBBX3	0.00	FHMS K-068 A2 3.244 08/25/2027		4.41%	2,703.33	0.00	2,703.33	0.00
Coupon	02/25/2024	3135G05X7	0.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025		0.52%	1,875.00	0.00	1,875.00	0.00
Coupon	02/26/2024	3133EPLC7	0.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026		4.37%	41,250.00	0.00	41,250.00	0.00
Coupon	02/29/2024	912828YE4	0.00	UNITED STATES TREASURY 1.25 08/31/2024		0.37%	9,375.00	0.00	9,375.00	0.00
Coupon	02/29/2024	91282CEA5	0.00	UNITED STATES TREASURY 1.5 02/29/2024		1.50%	8,250.00	0.00	8,250.00	0.00
Coupon	02/29/2024	91282CFH9	0.00	UNITED STATES TREASURY 3.125 08/31/2027		4.20%	23,437.50	0.00	23,437.50	0.00
Total Coupon			0.00				253,333.33	0.00	253,333.33	0.00
Dividend	02/29/2024	60934N104	0.00	FEDERATED HRMS GV O INST		5.18%	190.22	0.00	190.22	0.00
Total Dividend			0.00				190.22	0.00	190.22	0.00
Maturity	02/05/2024	3135G0V34	(925,000.00)	FEDERAL NATIONAL MORTGAGE ASSOCIATION 2.5 02/05/2024	100.000	2.50%	925,000.00	0.00	925,000.00	0.00

# TRANSACTION LEDGER



Transaction Type	Settlement Date CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
Maturity	02/29/2024 91282CEA5	(1,100,000.00)	UNITED STATES TREASURY 1.5 02/29/2024	100.000	1.50%	1,100,000.00	0.00	1,100,000.00	0.00
Total Maturity		(2,025,000.00)				2,025,000.00	0.00	2,025,000.00	0.00
TOTAL OTHER TRANSACTIONS		(2,032,786.74)				2,270,736.81	0.00	2,270,736.81	0.00

# **INCOME EARNED**



Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
60934N104	FEDERATED HRMS GV O INST	1,339,233.17	314,167.14 2,281,309.02 (1,256,242.99) 1,339,233.17	0.00 2,975.69 0.00 2,975.69	0.00 0.00 0.00 2,975.69	2,975.69
CCYUSD	Payable	(1,252,867.01)	0.00 0.00 0.00 (1,252,867.01)	0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00	0.00
CCYUSD	Receivable	2,265.14	2,975.69 0.00 0.00 2,265.14	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00
Total Cash & Equivalents		88,631.30	317,142.83 2,281,309.02 (1,256,242.99) 88,631.30	0.00 2,975.69 0.00 2,975.69	0.00 0.00 0.00 2,975.69	2,975.69
				<b>,</b>	,	,
<b>FIXED INCOME</b> 00440EAV9	CHUBB INA HOLDINGS INC 3.35 05/03/2026	03/16/2023 03/20/2023 1,000,000.00	973,227.32 0.00 0.00 974,171.85	8,188.89 0.00 10,980.56 2,791.67	944.54 0.00 944.54 3,736.20	3,736.20
023135BW5	AMAZON.COM INC 0.45 05/12/2024	05/10/2021 05/12/2021 495,000.00	494,933.40 0.00 0.00 494,952.52	488.81 0.00 674.44 185.62	19.12 0.00 19.12 204.75	204.75
023135CF1	AMAZON.COM INC 3.3 04/13/2027	06/09/2022 06/13/2022 500,000.00	495,768.38 0.00 0.00 495,873.54	4,950.00 0.00 6,325.00 1,375.00	105.16 0.00 105.16 1,480.16	1,480.16
037833DK3	APPLE INC 3.0 11/13/2027	01/27/2023 01/31/2023 1,000,000.00	962,048.19 0.00 0.00 962,845.15	6,500.00 0.00 9,000.00 2,500.00	796.96 0.00 796.96 3,296.96	3,296.96



Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
06367WB85	BANK OF MONTREAL 1.85 05/01/2025	08/12/2021 08/16/2021 750,000.00	758,160.76 0.00 0.00 757,640.63	3,468.75 0.00 4,625.00 1,156.25	0.00 (520.14) (520.14) 636.11	636.11
06428CAA2	BANK OF AMERICA NA 5.526 08/18/2026	08/24/2023 08/28/2023 1,000,000.00	1,001,225.71 0.00 0.00 1,001,186.12	25,020.50 27,630.00 1,995.50 4,605.00	0.00 (39.58) (39.58) 4,565.42	4,565.42
084664CZ2	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027	03/14/2022 03/16/2022 500,000.00	493,720.73 0.00 0.00 493,880.75	4,344.44 0.00 5,302.78 958.33	160.02 0.00 160.02 1,118.35	1,118.35
09247XAN1	BLACKROCK INC 3.2 03/15/2027	06/03/2022 06/07/2022 750,000.00	746,447.83 0.00 0.00 746,538.35	9,066.67 0.00 11,066.67 2,000.00	90.52 0.00 90.52 2,090.52	2,090.52
14913R2L0	CATERPILLAR FINANCIAL SERVICES CORP 0.45 05/17/2024	05/10/2021 05/17/2021 750,000.00	749,902.80 0.00 0.00 749,929.39	693.75 0.00 975.00 281.25	26.59 0.00 26.59 307.84	307.84
17275RBR2	CISCO SYSTEMS INC 4.85 02/26/2029	02/28/2024 03/01/2024 1,250,000.00	0.00 1,252,025.00 0.00 1,252,025.00	0.00 (842.01) 842.01 0.00	0.00 0.00 0.00 0.00	0.00
24422EXB0	JOHN DEERE CAPITAL CORP 4.95 07/14/2028	07/11/2023 07/14/2023 535,000.00	534,290.99 0.00 0.00 534,303.64	1,250.56 0.00 3,457.44 2,206.88	12.65 0.00 12.65 2,219.53	2,219.53
3130A1XJ2	FEDERAL HOME LOAN BANKS 2.875 06/14/2024	06/12/2019 06/14/2019 1,500,000.00	1,504,554.68 0.00 0.00 1,503,568.97	5,630.21 0.00 9,223.96 3,593.75	0.00 (985.71) (985.71) 2,608.04	2,608.04
3130A2UW4	FEDERAL HOME LOAN BANKS 2.875 09/13/2024	09/13/2019 09/16/2019 1,400,000.00	1,408,961.27 0.00 0.00 1,407,806.26	15,429.17 0.00 18,783.33 3,354.17	0.00 (1,155.01) (1,155.01) 2,199.16	2,199.16



Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income	
		04/16/2019	1,599,861.72	15,094.44	111.39		
3130AB3H7	FEDERAL HOME LOAN BANKS	04/17/2019	0.00	0.00	0.00	3,278.06	
STRADULL	2.375 03/08/2024	1,600,000.00	0.00	18,261.11	111.39	5,278.00	
		1,000,000.00	1,599,973.11	3,166.67	3,278.06		
		05/31/2023	897,993.65	5,481.88	0.00		
3130ATUC9	FEDERAL HOME LOAN BANKS	06/01/2023	0.00	0.00	(127.67)	3,228.58	
513041005	4.5 12/12/2025	895,000.00	0.00	8,838.12	(127.67)	5,220.50	
		000,000.00	897,865.98	3,356.25	3,228.58		
		03/16/2023	997,931.29	15,812.50	77.81		
3130AUU36	FEDERAL HOME LOAN BANKS	03/17/2023	0.00	0.00	0.00	3,515.31	
3130A0030	4.125 03/13/2026	1,000,000.00	0.00	19,250.00	77.81	5,515.51	
		1,000,000.00	998,009.10	3,437.50	3,515.31		
	FEDERAL HOME LOAN BANKS	03/16/2023	1,002,772.97	17,600.69	0.00		
3130AUZC1		03/17/2023	0.00	0.00	(197.58)	3,656,58	
JIJUAUZCI	4.625 03/14/2025	1,000,000.00	0.00	21,454.86	(197.58)	5,050.58	
		1,000,000.00	1,002,575.38	3,854.17	3,656.58		
		08/24/2023	998,460.41	6,465.28	51.80	4,010.13	
3130AWLZ1	FEDERAL HOME LOAN BANKS 4.75 06/12/2026	08/28/2023	0.00	0.00	0.00		
SISUAVVLZI		1,000,000.00	0.00	10,423.61	51.80	4,010.15	
			998,512.21	3,958.33	4,010.13		
		09/11/2023	1,592,009.39	34,416.67	137.85	5,971.18	
3130AWTR1	FEDERAL HOME LOAN BANKS	09/12/2023	0.00	0.00	0.00		
SISUAWIRI	4.375 09/08/2028	1,600,000.00	0.00	40,250.00	137.85	5,971.18	
		1,000,000.00	1,592,147.25	5,833.33	5,971.18		
	FEDERAL FARM CREDIT	07/08/2019	1,501,076.51	5,220.00	0.00		
3133EKNX0	BANKS FUNDING CORP 2.16	07/09/2019	0.00	0.00	(253.81)	2,446.19	
SISSEKINAU	06/03/2024	1,500,000.00	0.00	7,920.00	(253.81)	2,440.19	
	00/03/2024	1,300,000.00	1,500,822.70	2,700.00	2,446.19		
	FEDERAL FARM CREDIT	11/14/2022	2,488,608.60	25,052.08	189.10		
212250045	BANKS FUNDING CORP 4.625	11/14/2023 11/15/2023	0.00	0.00	0.00	0 0 2 4 5 1	
3133EPC45			0.00	34,687.50	189.10	9,824.51	
	11/13/2028	2,500,000.00	2,488,797.70	9,635.42	9,824.51		
		05/00/2022	2,004,115.15	20,666.67	0.00		
3133EPHH1	FEDERAL FARM CREDIT	05/09/2023 05/10/2023 2,000,000.00	0.00	0.00	(146.07)	6,520.60	
212254441	BANKS FUNDING CORP 4.0 04/28/2026		0.00	27,333.33	(146.07)		
			2,003,969.08	6,666.67	6,520.60		



Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3133EPLC7	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026	06/07/2023 06/08/2023 2,000,000.00	1,990,680.06 0.00 0.00 1,991,037.57	35,520.83 41,250.00 1,145.83 6,875.00	357.51 0.00 357.51 7,232.51	7,232.51
3133EPW84	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029	01/29/2024 01/31/2024 2,000,000.00	1,984,388.61 0.00 0.00 1,984,638.32	2,798.61 0.00 9,256.94 6,458.33	249.71 0.00 249.71 6,708.05	6,708.05
3133EPZY4	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026	10/31/2023 11/01/2023 1,000,000.00	998,728.54 0.00 0.00 998,769.06	138.89 0.00 4,305.56 4,166.67	40.52 0.00 40.52 4,207.19	4,207.19
3133XVDG3	FEDERAL HOME LOAN BANKS 4.375 09/13/2024	10/04/2022 10/05/2022 1,500,000.00	1,501,118.65 0.00 0.00 1,500,974.47	25,156.25 0.00 30,625.00 5,468.75	0.00 (144.18) (144.18) 5,324.57	5,324.57
3135G03U5	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.625 04/22/2025	08/11/2020 08/12/2020 1,300,000.00	1,302,990.33 0.00 0.00 1,302,795.90	2,234.38 0.00 2,911.46 677.08	0.00 (194.44) (194.44) 482.64	482.64
3135G04Z3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 06/17/2025	06/18/2020 06/19/2020 1,400,000.00	1,399,687.90 0.00 0.00 1,399,705.93	855.56 0.00 1,438.89 583.33	18.03 0.00 18.03 601.36	601.36
3135G05X7	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025	02/16/2021 02/18/2021 1,000,000.00	997,762.40 0.00 0.00 997,876.04	1,625.00 1,875.00 62.50 312.50	113.64 0.00 113.64 426.14	426.14
3135G06G3	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025	11/18/2020 11/19/2020 1,100,000.00	1,099,651.90 0.00 0.00 1,099,667.55	1,283.33 0.00 1,741.67 458.33	15.65 0.00 15.65 473.98	473.98
3135G0V34	FEDERAL NATIONAL MORTGAGE ASSOCIATION 2.5 02/05/2024	03/06/2019 03/08/2019 0.00	924,992.89 0.00 (925,000.00) 0.00	11,305.56 11,562.50 0.00 256.94	7.11 0.00 7.11 264.06	264.06



Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3135G0V75	FEDERAL NATIONAL MORTGAGE ASSOCIATION 1.75 07/02/2024	07/23/2019 07/24/2019 1,300,000.00	1,299,292.80 0.00 0.00	1,832.64 0.00 3,728.47	134.93 0.00 134.93	2,030.76
3135G0W66	FEDERAL NATIONAL MORTGAGE ASSOCIATION 1.625 10/15/2024	03/31/2020 04/01/2020 1,200,000.00	1,299,427.73 1,209,145.98 0.00 0.00 1,208,113.94	1,895.83 5,741.67 0.00 7,366.67 1,625.00	2,030.76 0.00 (1,032.04) (1,032.04) 592.96	592.96
3137EAEP0	FEDERAL HOME LOAN MORTGAGE CORP 1.5 02/12/2025	03/04/2020 03/05/2020 1,350,000.00	1,358,574.61 0.00 0.00 1,357,915.02	9,506.25 10,125.00 1,068.75 1,687.50	0.00 (659.59) (659.59) 1,027.91	1,027.91
3137EAEU9	FEDERAL HOME LOAN MORTGAGE CORP 0.375 07/21/2025	08/11/2020 08/12/2020 1,300,000.00	1,298,910.77 0.00 0.00 1,298,969.70	135.42 0.00 541.67 406.25	58.93 0.00 58.93 465.18	465.18
3137EAEX3	FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025	10/19/2020 10/20/2020 1,500,000.00	1,497,613.67 0.00 0.00 1,497,729.01	2,000.00 0.00 2,468.75 468.75	115.34 0.00 115.34 584.09	584.09
3137FBBX3	FHMS K-068 A2 3.244 08/25/2027	01/29/2024 01/31/2024 1,000,000.00	961,202.26 0.00 0.00 962,083.34	2,703.33 2,703.33 2,703.33 2,703.33	881.08 0.00 881.08 3,584.41	3,584.41
4581X0DC9	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028	12/28/2023 12/29/2023 2,000,000.00	1,930,419.03 0.00 0.00 1,931,612.31	23,090.28 0.00 28,298.61 5,208.33	1,193.29 0.00 1,193.29 6,401.62	6,401.62
459058KT9	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028	07/24/2023 07/26/2023 1,500,000.00	1,458,923.69 0.00 0.00 1,459,657.64	2,770.83 0.00 7,145.83 4,375.00	733.96 0.00 733.96 5,108.96	5,108.96
46647PBK1	JPMORGAN CHASE & CO 2.083 04/22/2026	05/05/2021 05/07/2021 750,000.00	758,408.76 0.00 0.00 757,862.01	4,296.19 0.00 5,598.06 1,301.88	0.00 (546.76) (546.76) 755.12	755.12



Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
532457CK2	ELI LILLY AND CO 4.5 02/09/2029	02/12/2024 02/14/2024 1,250,000.00	0.00 1,247,675.00 0.00 1,247,695.42	0.00 (781.25) 3,437.50 2,656.25	20.42 0.00 20.42 2,676.67	2,676.67
57636QAW4	MASTERCARD INC 4.875 03/09/2028	03/16/2023 03/20/2023 1,000,000.00	1,012,371.82 0.00 0.00 1,012,127.59	19,229.17 0.00 23,291.67 4,062.50	0.00 (244.24) (244.24) 3,818.26	3,818.26
58933YBH7	MERCK & CO INC 4.05 05/17/2028	05/09/2023 05/17/2023 1,000,000.00	999,348.16 0.00 0.00 999,360.22	8,325.00 0.00 11,700.00 3,375.00	12.06 0.00 12.06 3,387.06	3,387.06
61690U7W4	MORGAN STANLEY BANK NA 5.882 10/30/2026	10/31/2023 11/02/2023 1,000,000.00	999,229.94 0.00 0.00 999,252.22	14,705.00 0.00 19,606.67 4,901.67	22.29 0.00 22.29 4,923.95	4,923.95
665859AW4	NORTHERN TRUST CORP 4.0 05/10/2027	06/29/2022 07/01/2022 750,000.00	751,872.14 0.00 0.00 751,825.50	6,750.00 0.00 9,250.00 2,500.00	0.00 (46.64) (46.64) 2,453.36	2,453.36
69371RQ66	PACCAR FINANCIAL CORP 1.8 02/06/2025	06/09/2022 06/13/2022 750,000.00	738,844.16 0.00 0.00 739,716.18	6,562.50 6,750.00 937.50 1,125.00	872.02 0.00 872.02 1,997.02	1,997.02
69371RS31	PACCAR FINANCIAL CORP 4.6 01/10/2028	01/27/2023 01/31/2023 500,000.00	505,317.52 0.00 0.00 505,210.36	1,341.67 0.00 3,258.33 1,916.67	0.00 (107.16) (107.16) 1,809.50	1,809.50
713448FL7	PEPSICO INC 3.6 02/18/2028	03/16/2023 03/20/2023 1,000,000.00	975,180.13 0.00 0.00 975,667.13	16,300.00 18,000.00 1,300.00 3,000.00	486.99 0.00 486.99 3,486.99	3,486.99
78015K7H1	ROYAL BANK OF CANADA 1.15 06/10/2025	05/20/2021 05/24/2021 750,000.00	752,037.10 0.00 0.00 751,917.75	1,221.88 0.00 1,940.62 718.75	0.00 (119.35) (119.35) 599.40	599.40



Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
79466LAG9	SALESFORCE INC 0.625 07/15/2024	06/29/2021 07/12/2021 145,000.00	144,988.90 0.00 0.00	40.28 0.00 115.80	1.95 0.00 1.95	77.47
808513BN4	CHARLES SCHWAB CORP 0.75 03/18/2024	05/26/2021 05/28/2021 1,000,000.00	144,990.85 1,000,131.94 0.00 0.00 1,000,000.00	75.52 2,770.83 0.00 3,395.83 625.00	77.47 0.00 (131.94) (131.94) 493.06	493.06
87612EBL9	TARGET CORP 2.25 04/15/2025	03/14/2022 03/16/2022 700,000.00	697,601.09 0.00 0.00 697,759.56	4,637.50 0.00 5,950.00 1,312.50	158.47 0.00 158.47 1,470.97	1,470.97
89114QCK2	TORONTO-DOMINION BANK 0.75 09/11/2025	05/26/2021 05/28/2021 1,000,000.00	997,418.35 0.00 0.00 997,545.68	2,916.67 0.00 3,541.67 625.00	127.33 0.00 127.33 752.33	752.33
89236TKK0	TOYOTA MOTOR CREDIT CORP 5.4 11/10/2025	11/08/2022 11/10/2022 1,000,000.00	1,000,567.59 0.00 0.00 1,000,542.19	12,150.00 0.00 16,650.00 4,500.00	0.00 (25.40) (25.40) 4,474.60	4,474.60
91159HHZ6	US BANCORP 1.45 05/12/2025	12/29/2021 12/31/2021 1,000,000.00	1,001,370.05 0.00 0.00 1,001,278.71	3,181.94 0.00 4,390.28 1,208.33	0.00 (91.34) (91.34) 1,117.00	1,117.00
9128282A7	UNITED STATES TREASURY 1.5 08/15/2026	10/04/2022 10/05/2022 1,600,000.00	1,506,250.71 0.00 0.00 1,509,186.70	11,086.96 12,000.00 989.01 1,902.05	2,935.99 0.00 2,935.99 4,838.05	4,838.05
9128283F5	UNITED STATES TREASURY 2.25 11/15/2027	12/28/2022 12/29/2022 1,150,000.00	1,080,586.55 0.00 0.00 1,082,042.08	5,544.64 0.00 7,606.11 2,061.47	1,455.52 0.00 1,455.52 3,516.99	3,516.99
912828654	UNITED STATES TREASURY 2.375 04/30/2026	08/29/2022 08/31/2022 1,300,000.00	1,273,050.53 0.00 0.00 1,274,004.79	7,888.39 0.00 10,348.21 2,459.82	954.25 0.00 954.25 3,414.08	3,414.08



Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828V98	UNITED STATES TREASURY 2.25 02/15/2027	10/04/2022 10/05/2022 1,700,000.00	1,619,953.80 0.00 0.00	17,669.84 19,125.00 1,576.24	2,091.30 0.00 2,091.30	5,122.70
912828YE4	UNITED STATES TREASURY 1.25 08/31/2024	05/26/2021 05/27/2021 1,500,000.00	1,622,045.10 1,507,607.36 0.00 0.00	3,031.40 7,932.69 9,375.00 50.95	5,122.70 0.00 (1,040.63) (1,040.63)	452.63
912828YM6	UNITED STATES TREASURY 1.5 10/31/2024	10/04/2022 10/05/2022 1,500,000.00	1,506,566.73 1,471,938.16 0.00 0.00 1,474,919.09	1,493.26 5,748.63 0.00 7,541.21 1,792.58	452.63 2,980.93 0.00 2,980.93 4,773.51	4,773.51
912828YV6	UNITED STATES TREASURY 1.5 11/30/2024	08/26/2021 08/27/2021 1,500,000.00	1,512,208.61 0.00 0.00 1,511,040.13	3,872.95 0.00 5,655.74 1,782.79	0.00 (1,168.48) (1,168.48) 614.31	614.31
912828Z52	UNITED STATES TREASURY 1.375 01/31/2025	08/12/2021 08/13/2021 1,300,000.00	1,310,576.89 0.00 0.00 1,309,736.53	49.11 0.00 1,473.21 1,424.11	0.00 (840.36) (840.36) 583.75	583.75
912828278	UNITED STATES TREASURY 1.5 01/31/2027	06/09/2022 06/10/2022 1,500,000.00	1,433,872.67 0.00 0.00 1,435,623.99	61.81 0.00 1,854.40 1,792.58	1,751.32 0.00 1,751.32 3,543.90	3,543.90
912828ZF0	UNITED STATES TREASURY 0.5 03/31/2025	03/29/2021 03/31/2021 1,250,000.00	1,248,412.90 0.00 0.00 1,248,521.45	2,117.49 0.00 2,612.70 495.22	108.55 0.00 108.55 603.77	603.77
912828ZT0	UNITED STATES TREASURY 0.25 05/31/2025	05/26/2021 05/27/2021 1,500,000.00	1,493,792.66 0.00 0.00 1,494,163.82	645.49 0.00 942.62 297.13	371.16 0.00 371.16 668.29	668.29
91282CAT8	UNITED STATES TREASURY 0.25 10/31/2025	02/16/2021 02/18/2021 1,000,000.00	995,686.60 0.00 0.00 995,882.67	638.74 0.00 837.91 199.18	196.06 0.00 196.06 395.24	395.24



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91282CBC4	UNITED STATES TREASURY	01/11/2021 01/12/2021	1,247,309.42 0.00	412.09 0.00	111.63 0.00	485.08
912820804	0.375 12/31/2025	1,250,000.00	0.00 1,247,421.04	785.54 373.45	111.63 485.08	485.08
91282CBH3	UNITED STATES TREASURY	03/29/2021 03/31/2021	1,238,400.90 0.00	12.88 0.00	460.79 0.00	834.24
	0.375 01/31/2026	1,250,000.00	0.00 1,238,861.69	386.33 373.45	460.79 834.24	
91282CBT7	UNITED STATES TREASURY 0.75 03/31/2026	09/28/2021 09/30/2021 1,500,000.00	1,494,175.47 0.00 0.00 1,494,389.55	3,811.48 0.00 4,702.87 891.39	214.08 0.00 214.08 1,105.48	1,105.48
91282CBV2	UNITED STATES TREASURY 0.375 04/15/2024	06/29/2021 06/30/2021 1,500,000.00	1,499,863.97 0.00 0.00 1,499,917.28	1,675.20 0.00 2,120.90 445.70	53.31 0.00 53.31 499.01	499.01
91282CCF6	UNITED STATES TREASURY 0.75 05/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,427,843.11 0.00 0.00 1,430,304.93	1,936.48 0.00 2,827.87 891.39	2,461.82 0.00 2,461.82 3,353.22	3,353.22
91282CCP4	UNITED STATES TREASURY 0.625 07/31/2026	06/03/2022 06/06/2022 1,500,000.00	1,418,523.23 0.00 0.00 1,421,116.89	25.76 0.00 772.66 746.91	2,593.66 0.00 2,593.66 3,340.57	3,340.57
91282CCZ2	UNITED STATES TREASURY 0.875 09/30/2026	05/26/2022 05/31/2022 1,000,000.00	953,492.48 0.00 0.00 954,880.05	2,964.48 0.00 3,657.79 693.31	1,387.57 0.00 1,387.57 2,080.88	2,080.88
91282CDK4	UNITED STATES TREASURY 1.25 11/30/2026	05/26/2022 05/31/2022 1,000,000.00	960,728.40 0.00 0.00 961,830.90	2,151.64 0.00 3,142.08 990.44	1,102.49 0.00 1,102.49 2,092.93	2,092.93
91282CDN8	UNITED STATES TREASURY 1.0 12/15/2024	12/15/2021 12/16/2021 1,500,000.00	1,500,323.31 0.00 0.00 1,500,293.82	1,967.21 0.00 3,155.74 1,188.52	0.00 (29.48) (29.48) 1,159.04	1,159.04



Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91282CDQ1	UNITED STATES TREASURY	06/03/2022 06/06/2022	1,430,521.65 0.00	1,648.35 0.00	1,893.68 0.00	3,387.50
912820001	1.25 12/31/2026	1,500,000.00	0.00 1,432,415.32	3,142.17 1,493.82	1,893.68 3,387.50	5,567.50
91282CEA5	5 UNITED STATES TREASURY 1.5 02/29/2024	06/29/2023 06/30/2023	1,096,745.65 0.00 (1,100,000.00)	6,980.77 8,250.00 0.00	3,254.35 0.00 3,254.35	4,523.58
		0.00	0.00	1,269.23	4,523.58	
91282CEN7	UNITED STATES TREASURY 2.75 04/30/2027	06/09/2022 06/10/2022 1,500,000.00	1,485,464.29 0.00 0.00 1,485,820.31	10,539.15 0.00 13,825.55 3,286.40	356.03 0.00 356.03 3,642.43	3,642.43
91282CEX5	UNITED STATES TREASURY 3.0 06/30/2024	05/31/2023 06/01/2023 2,000,000.00	1,982,881.73 0.00 0.00 1,986,191.26	5,274.73 0.00 10,054.95 4,780.22	3,309.53 0.00 3,309.53 8,089.75	8,089.75
91282CFE6	UNITED STATES TREASURY 3.125 08/15/2025	05/31/2023 06/01/2023 2,000,000.00	1,964,002.21 0.00 0.00 1,965,863.06	28,872.28 31,250.00 2,575.55 4,953.27	1,860.85 0.00 1,860.85 6,814.12	6,814.12
91282CFH9	UNITED STATES TREASURY 3.125 08/31/2027	09/27/2022 09/28/2022 1,500,000.00	1,448,249.62 0.00 0.00 1,449,397.87	19,831.73 23,437.50 127.38 3,733.15	1,148.25 0.00 1,148.25 4,881.40	4,881.40
91282CGH8	UNITED STATES TREASURY 3.5 01/31/2028	02/23/2023 02/28/2023 2,000,000.00	1,953,245.80 0.00 0.00 1,954,174.48	192.31 0.00 5,769.23 5,576.92	928.68 0.00 928.68 6,505.60	6,505.60
91282CGL9	UNITED STATES TREASURY 4.0 02/15/2026	05/31/2023 06/01/2023 1,500,000.00	1,495,061.55 0.00 0.00 1,495,253.79	27,717.39 30,000.00 2,472.53 4,755.14	192.23 0.00 192.23 4,947.37	4,947.37
91282CGT2	UNITED STATES TREASURY 3.625 03/31/2028	05/31/2023 06/01/2023 2,000,000.00	1,983,785.42 0.00 0.00 1,984,094.77	24,562.84 0.00 30,307.38 5,744.54	309.36 0.00 309.36 6,053.89	6,053.89



Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
91324PDE9	UNITEDHEALTH GROUP INC 2.95 10/15/2027	12/28/2022 12/30/2022 750,000.00	707,817.60 0.00 0.00 708,722.40	6,514.58 0.00 8,358.33 1,843.75	904.80 0.00 904.80 2,748.55	2,748.55
931142EX7	WALMART INC 3.95 09/09/2027	09/08/2022 09/12/2022 750,000.00	750,817.47 0.00 0.00 750,799.02	11,685.42 0.00 14,154.17 2,468.75	0.00 (18.45) (18.45) 2,450.30	2,450.30
Total Fixed Income		104,870,000.00	103,248,034.21 2,499,700.00 (2,025,000.00) 103,756,601.11	686,002.89 251,710.07 644,671.41 210,378.59	43,732.93 (9,866.04) 33,866.89 244,245.49	244,245.49
TOTAL PORTFOLIO		104,958,631.30	103,565,177.04 4,781,009.02 (3,281,242.99) 103,845,232.41	686,002.89 254,685.76 644,671.41 213,354.28	43,732.93 (9,866.04) 33,866.89 247,221.18	247,221.18



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
MARCH 2024							
03/01/2024	Dividend	60934N104	0.00		2,265.14		2,265.14
03/08/2024	Coupon	3130AB3H7	1,600,000.00	FEDERAL HOME LOAN BANKS 2.375 03/08/2024		19,000.00	19,000.00
03/08/2024	Final Maturity	3130AB3H7	1,600,000.00	FEDERAL HOME LOAN BANKS 2.375 03/08/2024	1,600,000.00		1,600,000.00
03/08/2024	Coupon	3130AWTR1	1,600,000.00	FEDERAL HOME LOAN BANKS 4.375 09/08/2028		41,611.11	41,611.11
03/11/2024	Coupon	57636QAW4	1,000,000.00	MASTERCARD INC 4.875 03/09/2028		24,375.00	24,375.00
03/11/2024	Coupon	89114QCK2	1,000,000.00	TORONTO-DOMINION BANK 0.75 09/11/2025		3,750.00	3,750.00
03/11/2024	Coupon	931142EX7	750,000.00	WALMART INC 3.95 09/09/2027		14,812.50	14,812.50
03/13/2024	Coupon	3130A2UW4	1,400,000.00	FEDERAL HOME LOAN BANKS 2.875 09/13/2024		20,125.00	20,125.00
03/13/2024	Coupon	3130AUU36	1,000,000.00	FEDERAL HOME LOAN BANKS 4.125 03/13/2026		20,625.00	20,625.00
03/13/2024	Coupon	3133XVDG3	1,500,000.00	FEDERAL HOME LOAN BANKS 4.375 09/13/2024		32,812.50	32,812.50
03/14/2024	Coupon	3130AUZC1	1,000,000.00	FEDERAL HOME LOAN BANKS 4.625 03/14/2025		23,125.00	23,125.00
03/15/2024	Coupon	084664CZ2	500,000.00	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027		5,750.00	5,750.00
03/15/2024	Coupon	09247XAN1	750,000.00	BLACKROCK INC 3.2 03/15/2027		12,000.00	12,000.00
03/18/2024	Coupon	4581X0DC9	2,000,000.00	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028		31,250.00	31,250.00
03/18/2024	Coupon	808513BN4	1,000,000.00	CHARLES SCHWAB CORP 0.75 03/18/2024		3,750.00	3,750.00
03/18/2024	Final Maturity	808513BN4	1,000,000.00	CHARLES SCHWAB CORP 0.75 03/18/2024	1,000,000.00		1,000,000.00
03/25/2024	Coupon	3137EAEX3	1,500,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025		2,812.50	2,812.50
03/25/2024	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
March 2024 Total					2,602,265.14	258,501.94	2,860,767.08
APRIL 2024							
04/01/2024	Coupon	912828ZF0	1,250,000.00	UNITED STATES TREASURY 0.5 03/31/2025		3,125.00	3,125.00
04/01/2024	Coupon	91282CBT7	1,500,000.00	UNITED STATES TREASURY 0.75 03/31/2026		5,625.00	5,625.00
04/01/2024	Coupon	91282CCZ2	1,000,000.00	UNITED STATES TREASURY 0.875 09/30/2026		4,375.00	4,375.00
04/01/2024	Coupon	91282CGT2	2,000,000.00	UNITED STATES TREASURY 3.625 03/31/2028		36,250.00	36,250.00
04/15/2024	Coupon	023135CF1	500,000.00	AMAZON.COM INC 3.3 04/13/2027		8,250.00	8,250.00
04/15/2024	Coupon	3135G0W66	1,200,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 1.625 10/15/2024		9,750.00	9,750.00
04/15/2024	Coupon	87612EBL9	700,000.00	TARGET CORP 2.25 04/15/2025		7,875.00	7,875.00



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2024	Coupon	91282CBV2	1,500,000.00	UNITED STATES TREASURY 0.375 04/15/2024		2,812.50	2,812.50
04/15/2024	Final Maturity	91282CBV2	1,500,000.00	UNITED STATES TREASURY 0.375 04/15/2024	1,500,000.00		1,500,000.00
04/15/2024	Coupon	91324PDE9	750,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		11,062.50	11,062.50
04/22/2024	Coupon	3135G03U5	1,300,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.625 04/22/2025		4,062.50	4,062.50
04/22/2024	Coupon	46647PBK1	750,000.00	JPMORGAN CHASE & CO 2.083 04/22/2026		7,811.25	7,811.25
04/25/2024	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
04/29/2024	Coupon	3133EPHH1	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026		40,000.00	40,000.00
04/30/2024	Coupon	61690U7W4	1,000,000.00	MORGAN STANLEY BANK NA 5.882 10/30/2026		29,246.61	29,246.61
04/30/2024	Coupon	9128286S4	1,300,000.00	UNITED STATES TREASURY 2.375 04/30/2026		15,437.50	15,437.50
04/30/2024	Coupon	912828YM6	1,500,000.00	UNITED STATES TREASURY 1.5 10/31/2024		11,250.00	11,250.00
04/30/2024	Coupon	91282CAT8	1,000,000.00	UNITED STATES TREASURY 0.25 10/31/2025		1,250.00	1,250.00
04/30/2024	Coupon	91282CEN7	1,500,000.00	UNITED STATES TREASURY 2.75 04/30/2027		20,625.00	20,625.00
April 2024 Total					1,500,000.00	221,511.19	1,721,511.19
MAY 2024							
05/01/2024	Coupon	06367WB85	750,000.00	BANK OF MONTREAL 1.85 05/01/2025		6,937.50	6,937.50
05/03/2024	Coupon	00440EAV9	1,000,000.00	CHUBB INA HOLDINGS INC 3.35 05/03/2026		16,750.00	16,750.00
05/07/2024	Coupon	3135G06G3	1,100,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025		2,750.00	2,750.00
05/10/2024	Coupon	665859AW4	750,000.00	NORTHERN TRUST CORP 4.0 05/10/2027		15,000.00	15,000.00
05/10/2024	Coupon	89236TKK0	1,000,000.00	TOYOTA MOTOR CREDIT CORP 5.4 11/10/2025		27,000.00	27,000.00
05/13/2024	Coupon	023135BW5	495,000.00	AMAZON.COM INC 0.45 05/12/2024		1,113.75	1,113.75
05/13/2024	Final Maturity	023135BW5	495,000.00	AMAZON.COM INC 0.45 05/12/2024	495,000.00		495,000.00
05/13/2024	Coupon	037833DK3	1,000,000.00	APPLE INC 3.0 11/13/2027		15,000.00	15,000.00
05/13/2024	Coupon	3133EPC45	2,500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP		57,812.50	57,812.50
05/13/2024	Coupon	91159HHZ6	1,000,000.00			7,250.00	7,250.00
05/15/2024	Coupon	9128283F5	1,150,000.00	UNITED STATES TREASURY 2.25 11/15/2027		12,937.50	12,937.50
05/17/2024	Coupon	14913R2L0	750,000.00	CATERPILLAR FINANCIAL SERVICES CORP 0.45 05/17/2024 1,687.5		1,687.50	1,687.50
05/17/2024	Final Maturity	14913R2L0	750,000.00	CATERPILLAR FINANCIAL SERVICES CORP 0.45 05/17/2024	750,000.00		750,000.00



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/17/2024	Coupon	58933YBH7	1,000,000.00	MERCK & CO INC 4.05 05/17/2028		20,250.00	20,250.00
05/27/2024	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
05/31/2024	Coupon	912828YV6	1,500,000.00	UNITED STATES TREASURY 1.5 11/30/2024		11,250.00	11,250.00
05/31/2024	Coupon	912828ZT0	1,500,000.00	UNITED STATES TREASURY 0.25 05/31/2025		1,875.00	1,875.00
05/31/2024	Coupon	91282CCF6	1,500,000.00	UNITED STATES TREASURY 0.75 05/31/2026		5,625.00	5,625.00
05/31/2024	Coupon	91282CDK4	1,000,000.00	UNITED STATES TREASURY 1.25 11/30/2026		6,250.00	6,250.00
May 2024 Total					1,245,000.00	212,192.08	1,457,192.08
JUNE 2024							
06/03/2024	Coupon	3133EKNX0	1,500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 2.16 06/03/2024		16,200.00	16,200.00
06/03/2024	Final Maturity	3133EKNX0	1,500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 2.16 06/03/2024	1,500,000.00		1,500,000.00
06/10/2024	Coupon	78015K7H1	750,000.00	ROYAL BANK OF CANADA 1.15 06/10/2025		4,312.50	4,312.50
06/12/2024	Coupon	3130ATUC9	895,000.00	FEDERAL HOME LOAN BANKS 4.5 12/12/2025		20,137.50	20,137.50
06/12/2024	Coupon	3130AWLZ1	1,000,000.00	FEDERAL HOME LOAN BANKS 4.75 06/12/2026		23,750.00	23,750.00
06/14/2024	Coupon	3130A1XJ2	1,500,000.00	FEDERAL HOME LOAN BANKS 2.875 06/14/2024		21,562.50	21,562.50
06/14/2024	Final Maturity	3130A1XJ2	1,500,000.00	FEDERAL HOME LOAN BANKS 2.875 06/14/2024	1,500,000.00		1,500,000.00
06/17/2024	Coupon	3135G04Z3	1,400,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 06/17/2025		3,500.00	3,500.00
06/17/2024	Coupon	91282CDN8	1,500,000.00	UNITED STATES TREASURY 1.0 12/15/2024		7,500.00	7,500.00
06/25/2024	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
June 2024 Total					3,000,000.00	99,665.83	3,099,665.83
JULY 2024							
07/01/2024	Coupon	91282CBC4	1,250,000.00	UNITED STATES TREASURY 0.375 12/31/2025		2,343.75	2,343.75
07/01/2024	Coupon	91282CDQ1	1,500,000.00	UNITED STATES TREASURY 1.25 12/31/2026		9,375.00	9,375.00
07/01/2024	Coupon	91282CEX5	2,000,000.00	UNITED STATES TREASURY 3.0 06/30/2024		30,000.00	30,000.00
07/01/2024	Final Maturity	91282CEX5	2,000,000.00	UNITED STATES TREASURY 3.0 06/30/2024	2,000,000.00		2,000,000.00
07/02/2024	Coupon	3135G0V75	1,300,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 1.75 07/02/2024		11,375.00	11,375.00
07/02/2024	Final Maturity	3135G0V75	1,300,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 1.75 07/02/2024	1,300,000.00		1,300,000.00
07/10/2024	Coupon	69371RS31	500,000.00	PACCAR FINANCIAL CORP 4.6 01/10/2028		11,500.00	11,500.00



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/12/2024	Coupon	459058KT9	1,500,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		26,250.00	26,250.00
07/15/2024	Coupon	24422EXB0	535,000.00	JOHN DEERE CAPITAL CORP 4.95 07/14/2028		13,241.25	13,241.25
07/15/2024	Coupon	79466LAG9	145,000.00	SALESFORCE INC 0.625 07/15/2024		453.12	453.12
07/15/2024	Final Maturity	79466LAG9	145,000.00	SALESFORCE INC 0.625 07/15/2024	145,000.00		145,000.00
07/18/2024	Coupon	3133EPW84	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029		38,750.00	38,750.00
07/22/2024	Coupon	3137EAEU9	1,300,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.375 07/21/2025		2,437.50	2,437.50
07/25/2024	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
07/30/2024	Coupon	3133EPZY4	1,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 5.0 07/30/2026		25,000.00	25,000.00
07/31/2024	Coupon	912828Z52	1,300,000.00	UNITED STATES TREASURY 1.375 01/31/2025	8,937.50		8,937.50
07/31/2024	Coupon	912828Z78	1,500,000.00	UNITED STATES TREASURY 1.5 01/31/2027	11,		11,250.00
07/31/2024	Coupon	91282CBH3	1,250,000.00	UNITED STATES TREASURY 0.375 01/31/2026	2,343.75		2,343.75
07/31/2024	Coupon	91282CCP4	1,500,000.00	UNITED STATES TREASURY 0.625 07/31/2026	RY 0.625 07/31/2026 4,687.		4,687.50
07/31/2024	Coupon	91282CGH8	2,000,000.00	UNITED STATES TREASURY 3.5 01/31/2028		35,000.00	35,000.00
July 2024 Total					3,445,000.00	235,647.71	3,680,647.71
AUGUST 2024							
08/06/2024	Coupon	69371RQ66	750,000.00	PACCAR FINANCIAL CORP 1.8 02/06/2025		6,750.00	6,750.00
08/09/2024	Coupon	532457CK2	1,250,000.00	ELI LILLY AND CO 4.5 02/09/2029		28,125.00	28,125.00
08/12/2024	Coupon	3137EAEP0	1,350,000.00	FEDERAL HOME LOAN MORTGAGE CORP 1.5 02/12/2025		10,125.00	10,125.00
08/15/2024	Coupon	9128282A7	1,600,000.00	UNITED STATES TREASURY 1.5 08/15/2026		12,000.00	12,000.00
08/15/2024	Coupon	912828V98	1,700,000.00	UNITED STATES TREASURY 2.25 02/15/2027		19,125.00	19,125.00
08/15/2024	Coupon	91282CFE6	2,000,000.00	UNITED STATES TREASURY 3.125 08/15/2025		31,250.00	31,250.00
08/15/2024	Coupon	91282CGL9	1,500,000.00	UNITED STATES TREASURY 4.0 02/15/2026		30,000.00	30,000.00
08/19/2024	Coupon	06428CAA2	1,000,000.00	00 BANK OF AMERICA NA 5.526 08/18/2026 27,630.00		27,630.00	27,630.00
08/19/2024	Coupon	713448FL7	1,000,000.00	PEPSICO INC 3.6 02/18/2028		18,000.00	18,000.00
08/26/2024	Coupon	17275RBR2	1,250,000.00	CISCO SYSTEMS INC 4.85 02/26/2029		30,312.50	30,312.50
08/26/2024	Coupon	3133EPLC7	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.125 02/26/2026		41,250.00	41,250.00



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/26/2024	Coupon	3135G05X7	1,000,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.375 08/25/2025		1,875.00	1,875.00
08/26/2024	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
August 2024 Total						259,145.83	259,145.83
SEPTEMBER 2024							
09/03/2024	Coupon	912828YE4	1,500,000.00	UNITED STATES TREASURY 1.25 08/31/2024		9,375.00	9,375.00
09/03/2024	Final Maturity	912828YE4	1,500,000.00	UNITED STATES TREASURY 1.25 08/31/2024	1,500,000.00		1,500,000.00
09/03/2024	Coupon	91282CFH9	1,500,000.00	UNITED STATES TREASURY 3.125 08/31/2027		23,437.50	23,437.50
09/09/2024	Coupon	3130AWTR1	1,600,000.00	FEDERAL HOME LOAN BANKS 4.375 09/08/2028		35,000.00	35,000.00
09/09/2024	Coupon	57636QAW4	1,000,000.00	MASTERCARD INC 4.875 03/09/2028		24,375.00	24,375.00
09/09/2024	Coupon	931142EX7	750,000.00	WALMART INC 3.95 09/09/2027		14,812.50	14,812.50
09/11/2024	Coupon	89114QCK2	1,000,000.00	TORONTO-DOMINION BANK 0.75 09/11/2025		3,750.00	3,750.00
09/13/2024	Coupon	3130A2UW4	1,400,000.00	FEDERAL HOME LOAN BANKS 2.875 09/13/2024		20,125.00	20,125.00
09/13/2024	Final Maturity	3130A2UW4	1,400,000.00	FEDERAL HOME LOAN BANKS 2.875 09/13/2024	1,400,000.00		1,400,000.00
09/13/2024	Coupon	3130AUU36	1,000,000.00	FEDERAL HOME LOAN BANKS 4.125 03/13/2026		20,625.00	20,625.00
09/13/2024	Coupon	3133XVDG3	1,500,000.00	FEDERAL HOME LOAN BANKS 4.375 09/13/2024		32,812.50	32,812.50
09/13/2024	Final Maturity	3133XVDG3	1,500,000.00	FEDERAL HOME LOAN BANKS 4.375 09/13/2024	1,500,000.00		1,500,000.00
09/16/2024	Coupon	084664CZ2	500,000.00	BERKSHIRE HATHAWAY FINANCE CORP 2.3 03/15/2027		5,750.00	5,750.00
09/16/2024	Coupon	09247XAN1	750,000.00	BLACKROCK INC 3.2 03/15/2027		12,000.00	12,000.00
09/16/2024	Coupon	3130AUZC1	1,000,000.00	FEDERAL HOME LOAN BANKS 4.625 03/14/2025		23,125.00	23,125.00
09/18/2024	Coupon	4581X0DC9	2,000,000.00	INTER-AMERICAN DEVELOPMENT BANK 3.125 09/18/2028		31,250.00	31,250.00
09/23/2024	Coupon	3137EAEX3	1,500,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.375 09/23/2025		2,812.50	2,812.50
09/25/2024	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
09/30/2024	Coupon	912828ZF0	1,250,000.00	UNITED STATES TREASURY 0.5 03/31/2025		3,125.00	3,125.00
09/30/2024	Coupon	91282CBT7	1,500,000.00	UNITED STATES TREASURY 0.75 03/31/2026		5,625.00	5,625.00
09/30/2024	Coupon	91282CCZ2	1,000,000.00	UNITED STATES TREASURY 0.875 09/30/2026		4,375.00	4,375.00
09/30/2024	Coupon	91282CGT2	2,000,000.00	UNITED STATES TREASURY 3.625 03/31/2028		36,250.00	36,250.00
September 2024 Tota	I				4,400,000.00	311,328.33	4,711,328.33
OCTOBER 2024							



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2024	Coupon	023135CF1	500,000.00	AMAZON.COM INC 3.3 04/13/2027		8,250.00	8,250.00
10/15/2024	Coupon	3135G0W66	1,200,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 1.625 10/15/2024		9,750.00	9,750.00
10/15/2024	Final Maturity	3135G0W66	1,200,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 1.625 10/15/2024	1,200,000.00		1,200,000.00
10/15/2024	Coupon	87612EBL9	700,000.00	TARGET CORP 2.25 04/15/2025		7,875.00	7,875.00
10/15/2024	Coupon	91324PDE9	750,000.00	UNITEDHEALTH GROUP INC 2.95 10/15/2027		11,062.50	11,062.50
10/22/2024	Coupon	3135G03U5	1,300,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.625 04/22/2025		4,062.50	4,062.50
10/22/2024	Coupon	46647PBK1	750,000.00	JPMORGAN CHASE & CO 2.083 04/22/2026		7,811.25	7,811.25
10/25/2024	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
10/28/2024	Coupon	3133EPHH1	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.0 04/28/2026		40,000.00	40,000.00
10/30/2024	Coupon	61690U7W4	1,000,000.00	MORGAN STANLEY BANK NA 5.882 10/30/2026		29,410.00	29,410.00
10/31/2024	Coupon	912828654	1,300,000.00	UNITED STATES TREASURY 2.375 04/30/2026		15,437.50	15,437.50
10/31/2024	Coupon	912828YM6	1,500,000.00	UNITED STATES TREASURY 1.5 10/31/2024	UNITED STATES TREASURY 1.5 10/31/2024		11,250.00
10/31/2024	Final Maturity	912828YM6	1,500,000.00	UNITED STATES TREASURY 1.5 10/31/2024	1,500,000.00		1,500,000.00
10/31/2024	Coupon	91282CAT8	1,000,000.00	UNITED STATES TREASURY 0.25 10/31/2025		1,250.00	1,250.00
10/31/2024	Coupon	91282CEN7	1,500,000.00	UNITED STATES TREASURY 2.75 04/30/2027		20,625.00	20,625.00
October 2024 Total					2,700,000.00	169,487.08	2,869,487.08
NOVEMBER 2024							
11/01/2024	Coupon	06367WB85	750,000.00	BANK OF MONTREAL 1.85 05/01/2025		6,937.50	6,937.50
11/04/2024	Coupon	00440EAV9	1,000,000.00	CHUBB INA HOLDINGS INC 3.35 05/03/2026		16,750.00	16,750.00
11/07/2024	Coupon	3135G06G3	1,100,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 11/07/2025		2,750.00	2,750.00
11/12/2024	Coupon	665859AW4	750,000.00	NORTHERN TRUST CORP 4.0 05/10/2027		15,000.00	15,000.00
11/12/2024	Coupon	89236TKK0	1,000,000.00	TOYOTA MOTOR CREDIT CORP 5.4 11/10/2025		27,000.00	27,000.00
11/12/2024	Coupon	91159HHZ6	1,000,000.00	US BANCORP 1.45 05/12/2025		7,250.00	7,250.00
11/13/2024	Coupon	037833DK3	1,000,000.00	APPLE INC 3.0 11/13/2027		15,000.00	15,000.00
11/13/2024	Coupon	3133EPC45	2,500,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 4.625 11/13/2028		57,812.50	57,812.50
11/15/2024	Coupon	9128283F5	1,150,000.00	00 UNITED STATES TREASURY 2.25 11/15/2027 12,937.50		12,937.50	12,937.50
11/18/2024	Coupon	58933YBH7	1,000,000.00	MERCK & CO INC 4.05 05/17/2028		20,250.00	20,250.00



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/25/2024	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
November 2024 Total						184,390.83	184,390.83
DECEMBER 2024							
12/02/2024	Coupon	912828YV6	1,500,000.00	UNITED STATES TREASURY 1.5 11/30/2024		11,250.00	11,250.00
12/02/2024	Final Maturity	912828YV6	1,500,000.00	UNITED STATES TREASURY 1.5 11/30/2024	1,500,000.00		1,500,000.00
12/02/2024	Coupon	912828ZT0	1,500,000.00	UNITED STATES TREASURY 0.25 05/31/2025		1,875.00	1,875.00
12/02/2024	Coupon	91282CCF6	1,500,000.00	UNITED STATES TREASURY 0.75 05/31/2026		5,625.00	5,625.00
12/02/2024	Coupon	91282CDK4	1,000,000.00	UNITED STATES TREASURY 1.25 11/30/2026		6,250.00	6,250.00
12/10/2024	Coupon	78015K7H1	750,000.00	ROYAL BANK OF CANADA 1.15 06/10/2025		4,312.50	4,312.50
12/12/2024	Coupon	3130ATUC9	895,000.00	FEDERAL HOME LOAN BANKS 4.5 12/12/2025		20,137.50	20,137.50
12/12/2024	Coupon	3130AWLZ1	1,000,000.00	FEDERAL HOME LOAN BANKS 4.75 06/12/2026		23,750.00	23,750.00
12/16/2024	Coupon	91282CDN8	1,500,000.00	UNITED STATES TREASURY 1.0 12/15/2024		7,500.00	7,500.00
12/16/2024	Final Maturity	91282CDN8	1,500,000.00	UNITED STATES TREASURY 1.0 12/15/2024	1,500,000.00		1,500,000.00
12/17/2024	Coupon	3135G04Z3	1,400,000.00	FEDERAL NATIONAL MORTGAGE ASSOCIATION 0.5 06/17/2025		3,500.00	3,500.00
12/25/2024	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
12/31/2024	Coupon	91282CBC4	1,250,000.00	UNITED STATES TREASURY 0.375 12/31/2025		2,343.75	2,343.75
12/31/2024	Coupon	91282CDQ1	1,500,000.00	UNITED STATES TREASURY 1.25 12/31/2026		9,375.00	9,375.00
December 2024 Total					3,000,000.00	98,622.08	3,098,622.08
JANUARY 2025							
01/10/2025	Coupon	69371RS31	500,000.00	PACCAR FINANCIAL CORP 4.6 01/10/2028		11,500.00	11,500.00
01/13/2025	Coupon	459058KT9	1,500,000.00	INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPM 3.5 07/12/2028		26,250.00	26,250.00
01/14/2025	Coupon	24422EXB0	535,000.00	JOHN DEERE CAPITAL CORP 4.95 07/14/2028		13,241.25	13,241.25
01/21/2025	Coupon	3133EPW84	2,000,000.00	FEDERAL FARM CREDIT BANKS FUNDING CORP 3.875 01/18/2029		38,750.00	38,750.00
01/21/2025	Coupon	3137EAEU9	1,300,000.00	FEDERAL HOME LOAN MORTGAGE CORP 0.375 07/21/2025		2,437.50	2,437.50
01/27/2025	Coupon	3137FBBX3	1,000,000.00	FHMS K-068 A2 3.244 08/25/2027		2,703.33	2,703.33
January 2025 Total						94,882.08	94,882.08
Grand Total			200,890,000.00		21,892,265.14	2,145,375.01	24,037,640.15

# **PORTFOLIO SUMMARY**

#### City of Buena Park Liquid | Account #406 | As of February 29, 2024

#### **Portfolio Characteristics**

Average Modified Duration	0.00
Average Coupon	3.95%
Average Purchase YTM	3.95%
Average Market YTM	3.95%
Average Quality	AAA
Average Final Maturity	0.00
Average Life	0.00

#### Account Summary

Maturity Distribution

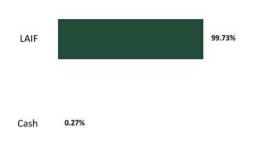
	Beg. Values as of 02/01/2024	End Values as of 02/29/2024
Market Value	26,322,422.44	28,322,424.58
Accrued Interest	0.00	0.00
Total Market Value	26,322,422.44	28,322,424.58
Income Earned	186,489.44	0.00
Cont/WD	9,500,000.00	2,000,000.00
Par	26,322,422.44	28,322,424.58
Book Value	26,322,422.44	28,322,424.58
Cost Value	26,322,422.44	28,322,424.58

#### **Top Issuers**

LAIF 99.73%

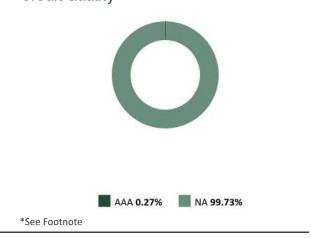
CHANDLER ASSET MANAGEMENT

## Sector Allocation



# 150% 100% 50% 0% <1 years

## Credit Quality



#### Performance Review

Total Rate of Return	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (01/01/06)
City of Buena Park Liquid	0.00%	0.67%	0.34%	3.39%	2.45%	1.72%	1.71%	1.40%	1.68%
Benchmark Return*	0.41%	1.31%	0.84%	5.22%	3.64%	2.43%	1.97%	1.33%	1.42%

\*Periods over 1 year are annualized.

Benchmark: ICE BofA 3-Month US Treasury Bill Index Secondary Benchmark:

The credit quality is a weighted average calculation of the highest of S&P, Moody's' and Fitch

Execution Time: 03/07/2024 09:58:59 AM

Chandler Asset Management | info@chandlerasset.com | www.chandlerasset.com | 800.317.4747

# **RECONCILIATION SUMMARY**

### City of Buena Park Liquid | Account #406 | As of February 29, 2024

Maturities / Calls	
Month to Date	0.00
Fiscal Year to Date	0.00
Principal Paydowns	
Month to Date	0.00
Fiscal Year to Date	0.00
Purchases	
Month to Date	4,000,000.00
Fiscal Year to Date	23,079,357.70
Sales	
Month to Date	(2,000,000.00)
Fiscal Year to Date	(21,000,000.00)
Interest Received	
Month to Date	0.00
Fiscal Year to Date	579,357.70
Purchased / Sold Interest	
Month to Date	0.00
Fiscal Year to Date	0.00

## Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2023)
Beginning Book Value	26,322,422.44	26,167,766.57
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	4,000,000.00	23,079,357.70
Sales	(2,000,000.00)	(21,000,000.00)
Change in Cash, Payables, Receivables	2.14	75,300.31
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Book Value	28,322,424.58	28,322,424.58

### Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2023)
Beginning Market Value	26,322,422.44	26,167,766.57
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	4,000,000.00	23,079,357.70
Sales	(2,000,000.00)	(21,000,000.00)
Change in Cash, Payables, Receivables	2.14	75,300.31
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Market Value	28,322,424.58	28,322,424.58

# **HOLDINGS REPORT**



Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	75,300.31		75,300.31	1.00	75,300.31	0.27%	Aaa/AAA	0.00
	Песегиане	73,300.31	0.00%	75,300.31	0.00%	0.00	0.00	AAA	0.00
				75,300.31	1.00	75,300.31	0.27%	Aaa/AAA	0.00
Total Cash		75,300.31	0.00%	75,300.31	0.00%	0.00	0.00	AAA	0.00
LAIF									
	State Deal	20 247 124 27		28,247,124.27	1.00	28,247,124.27	99.73%	NA/NA	0.00
90LAIF\$00	State Pool	28,247,124.27	3.96%	28,247,124.27	3.96%	0.00	0.00	NA	0.00
				28,247,124.27	1.00	28,247,124.27	99.73%	NA/NA	0.00
Total LAIF		28,247,124.27	3.96%	28,247,124.27	3.96%	0.00	0.00	NA	0.00
				28,322,424.58	1.00	28,322,424.58	100.00%	Aaa/AAA	0.00
Total Portfolio		28,322,424.58	3.95%	28,322,424.58	3.95%	0.00	0.00	AAA	0.00
Total Market									
Value + Accrued						28,322,424.58			

# TRANSACTION LEDGER



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	02/29/2024		4,000,000.00	State Pool	1.000	0.00%	(4,000,000.00)	0.00	(4,000,000.00)	0.00
Total Purchase			4,000,000.00				(4,000,000.00)	0.00	(4,000,000.00)	0.00
TOTAL ACQUISITIONS			4,000,000.00				(4,000,000.00)	0.00	(4,000,000.00)	0.00
DISPOSITIONS										
Sale	02/15/2024		(1,500,000.00)	State Pool	1.000	0.00%	1,500,000.00	0.00	1,500,000.00	0.00
Sale	02/22/2024		(500,000.00)	State Pool	1.000	0.00%	500,000.00	0.00	500,000.00	0.00
Total Sale			(2,000,000.00)				2,000,000.00	0.00	2,000,000.00	0.00
TOTAL DISPOSITIONS			(2,000,000.00)				2,000,000.00	0.00	2,000,000.00	0.00
OTHER TRANSACTIONS										
Cash Transfer	02/15/2024	CCYUSD	(1,500,000.00)	Cash		0.00%	(1,500,000.00)	0.00	(1,500,000.00)	0.00
Cash Transfer	02/22/2024	CCYUSD	(500,000.00)	Cash		0.00%	(500,000.00)	0.00	(500,000.00)	0.00
Cash Transfer	02/29/2024	CCYUSD	4,000,000.00	Cash		0.00%	4,000,000.00	0.00	4,000,000.00	0.00
Total Cash Transfer			2,000,000.00				2,000,000.00	0.00	2,000,000.00	0.00
TOTAL OTHER TRANSACTIONS			2,000,000.00				2,000,000.00	0.00	2,000,000.00	0.00

# **INCOME EARNED**



Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
<b>CASH &amp; EQUIVALENTS</b>						
			75,298.17	0.00	0.00	
CCYUSD	Receivable		0.00	0.00	0.00	0.00
CCTUSD	Receivable	75,300.31	0.00	0.00	0.00	0.00
		75,500.51	75,300.31	0.00	0.00	
			75,298.17	0.00	0.00	
			0.00	0.00	0.00	
			0.00	0.00	0.00	
Total Cash & Equivalents	s	75,300.31	75,300.31	0.00	0.00	0.00
LAIF						
			26,247,124.27	0.00	0.00	
90LAIF\$00	State Pool		4,000,000.00	0.00	0.00	0.00
JULAIFŞUU	State FOOI	28,247,124.27	(2,000,000.00)	0.00	0.00	0.00
		20,247,124.27	28,247,124.27	0.00	0.00	
			26,247,124.27	0.00	0.00	
			4,000,000.00	0.00	0.00	
			(2,000,000.00)	0.00	0.00	
Total LAIF		28,247,124.27	28,247,124.27	0.00	0.00	0.00
			26,322,422.44	0.00	0.00	
			4,000,000.00	0.00	0.00	
			(2,000,000.00)	0.00	0.00	
TOTAL PORTFOLIO		28,322,424.58	28,322,424.58	0.00	0.00	0.00



Payment Date	Transaction Type	CUSIP	Quantity Security Description	Principal Amount	Income	Total Amount
APRIL 2024						
04/15/2024	Dividend	90LAIF\$00	28,247,124.27 State Pool	75,300.31		75,300.31
April 2024 Total				75,300.31		75,300.31
Grand Total			28,247,124.27	75,300.31		75,300.31



City of Buena Park RDA Series B Bond | Account #10033 | As of February 29, 2024

#### **Portfolio Characteristics**

Average Modified Duration	0.00
Average Coupon	5.16%
Average Purchase YTM	5.16%
Average Market YTM	5.16%
Average Quality	AAA
Average Final Maturity	0.00
Average Life	0.00

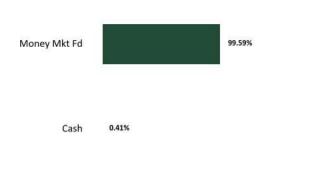
#### Account Summary

	Beg. Values as of 02/01/2024	End Values as of 02/29/2024
Market Value	1,275,127.51	1,280,372.87
Accrued Interest	0.00	0.00
Total Market Value	1,275,127.51	1,280,372.87
Income Earned	5,599.75	5,612.34
Cont/WD	0.00	0.00
Par	1,275,127.51	1,280,372.87
Book Value	1,275,127.51	1,280,372.87
Cost Value	1,275,127.51	1,280,372.87

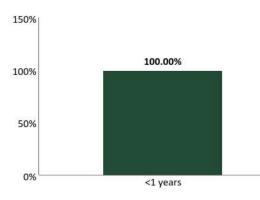
#### **Top Issuers**

Federated Hermes, Inc.	99.59%

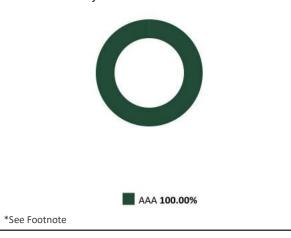
## Sector Allocation



# Maturity Distribution



#### Credit Quality



#### Performance Review

Total Rate of Return	1M	3M	YTD	1YR	2YRS	3YRS	5YRS	10YRS	Since Inception (08/01/08)
Buena Park RDA Series B Bond	0.41%	1.29%	0.86%	5.10%	3.47%	2.31%	1.83%	1.21%	1.30%

# STATEMENT OF COMPLIANCE



Rules Name	Limit	Actual	Compliance Status	Notes
BANKERS' ACCEPTANCES				
Max % (MV)	100.0	0.0	Compliant	
Max Maturity (Days)	30.0	0.0	Compliant	
Min Rating (A-1 by 1)	0.0	0.0	Compliant	
COMMERCIAL PAPER				
Max % (MV)	100.0	0.0	Compliant	
Max Maturity (Days)	270.0	0.0	Compliant	
Min Rating (A-1+ by S&P & Moody's)	0.0	0.0	Compliant	
FEDERAL AGENCIES				
Max % (MV)	100.0	0.0	Compliant	
LOCAL AGENCY INVESTMENT FUND (LAIF)				
Max Concentration (MV)	75.0	0.0	Compliant	
MONEY MARKET MUTUAL FUNDS				
Max % (MV)	100.0	99.6	Compliant	
Min Rating (AA- by 1)	0.0	0.0	Compliant	
MUNICIPAL SECURITIES (CA, LOCAL AGENCY)				
Max % (MV)	100.0	0.0	Compliant	
Min Rating (A- by 1)	0.0	0.0	Compliant	
NEGOTIABLE CERTIFICATES OF DEPOSIT (NCD)				
Max % (MV)	100.0	0.0	Compliant	
Max Maturity (Days)	30.0	0.0	Compliant	
Min Rating (A-1 by 1)	0.0	0.0	Compliant	
U.S. TREASURIES				
Max % (MV)	100.0	0.0	Compliant	

# **RECONCILIATION SUMMARY**



City of Buena Park RDA Series B Bond | Account #10033 | As of February 29, 2024

Maturities / Calls	
Month to Date	0.00
Fiscal Year to Date	0.00
Principal Paydowns	
Month to Date	0.00
Fiscal Year to Date	0.00
Purchases	
Month to Date	5,612.34
Fiscal Year to Date	43,766.74
Sales	
Month to Date	0.00
Fiscal Year to Date	0.00
Interest Received	
Month to Date	5,612.34
Fiscal Year to Date	43,766.74
Purchased / Sold Interest	
Month to Date	0.00
Fiscal Year to Date	0.00

## Accrual Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2023)
Beginning Book Value	1,275,127.51	1,236,972.45
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	5,612.34	43,766.74
Sales	0.00	0.00
Change in Cash, Payables, Receivables	(366.98)	(366.32)
Amortization/Accretion	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Book Value	1,280,372.87	1,280,372.87

## Fair Market Activity Summary

	Month to Date	Fiscal Year to Date (07/01/2023)
Beginning Market Value	1,275,127.51	1,236,972.45
Maturities/Calls	0.00	0.00
Principal Paydowns	0.00	0.00
Purchases	5,612.34	43,766.74
Sales	0.00	0.00
Change in Cash, Payables, Receivables	(366.98)	(366.32)
Amortization/Accretion	0.00	0.00
Change in Net Unrealized Gain (Loss)	0.00	0.00
Realized Gain (Loss)	0.00	0.00
Ending Market Value	1,280,372.87	1,280,372.87

# HOLDINGS REPORT



Cusip	Security Description	Par Value/ Units	Purchase Date Purchase Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody's/ S&P Fitch	Maturity Duration
CASH									
CCYUSD	Receivable	5,245.36	 0.00%	5,245.36 5,245.36	1.00 0.00%	5,245.36 0.00	0.41% 0.00	Aaa/AAA AAA	0.00 0.00
Total Cash		5,245.36	0.00%	5,245.36 5,245.36	1.00 0.00%	5,245.36 0.00	0.41% 0.00	Aaa/AAA AAA	0.00 0.00
MONEY MARKE	г								
60934N104	FEDERATED HRMS GV O INST	1,275,127.51	 5.18%	1,275,127.51 1,275,127.51	1.00 5.18%	1,275,127.51 0.00	99.59% 0.00	Aaa/ AAAm AA	0.00 0.00
Total Money Market Fund		1,275,127.51	5.18%	1,275,127.51 1,275,127.51	1.00 5.18%	1,275,127.51 0.00	99.59% 0.00	Aaa/ AAAm AA	0.00 0.00
Total Portfolio		1,280,372.87	5.16%	1,280,372.87 1,280,372.87	1.00 5.16%	1,280,372.87 0.00	100.00% 0.00	Aaa/AAA AA	0.00
Total Market Value + Accrued						1,280,372.87			

# TRANSACTION LEDGER



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/ Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	02/02/2024	60934N104	5,612.34	FEDERATED HRMS GV O INST	1.000	5.19%	(5,612.34)	0.00	(5,612.34)	0.00
Total Purchase			5,612.34				(5,612.34)	0.00	(5,612.34)	0.00
TOTAL ACQUISITIONS			5,612.34				(5,612.34)	0.00	(5,612.34)	0.00
OTHER TRANSACTIONS										
Dividend	02/29/2024	60934N104	0.00	FEDERATED HRMS GV O INST		5.18%	181.11	0.00	181.11	0.00
Total Dividend			0.00				181.11	0.00	181.11	0.00
TOTAL OTHER TRANSACTIONS			0.00				181.11	0.00	181.11	0.00



Cusip	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
CASH & EQUIVALENTS						
			1,269,515.17	0.00	0.00	
60934N104	FEDERATED HRMS GV O INST		5,612.34	5,612.34	0.00	E 610 24
60954N104	FEDERALED HRIVIS GV O INST	1 275 127 51	0.00	0.00	0.00	5,612.34
		1,275,127.51	1,275,127.51	5,612.34	5,612.34	
	Receivable		5,612.34	0.00	0.00	
COVUED			0.00	0.00	0.00	0.00
CCYUSD		E 24E 20	0.00	0.00	0.00	
		5,245.36	5,245.36	0.00	0.00	
			1,275,127.51	0.00	0.00	
			5,612.34	5,612.34	0.00	
			0.00	0.00	0.00	
Total Cash & Equivalents		1,280,372.87	1,280,372.87	5,612.34	5,612.34	5,612.34
			1,275,127.51	0.00	0.00	
			5,612.34	5,612.34	0.00	
			0.00	0.00	0.00	
TOTAL PORTFOLIO		1,280,372.87	1,280,372.87	5,612.34	5,612.34	5,612.34



Payment Date	Transaction Type	CUSIP	Quantity Security Description	Principal Income Amount	e Total Amount
MARCH 2024					
03/01/2024	Dividend	60934N104	0.00	5,245.36	5,245.36
March 2024 Total				5,245.36	5,245.36
Grand Total			0.00	5,245.36	5,245.36



#### ADOPT A RESOLUTION TO REESTABLISH EXISTING PARKING RESTRICTIONS ON THE EAST SIDE OF VALLEY VIEW STREET BETWEEN LA PALMA AVENUE AND LA CANADA CIRCLE TO ALLOW FOR A 30-FOOT LOADING ZONE AT 7860 VALLEY VIEW STREET

Agenda Group		
CONSENT CALENDAR Item: 4D		
Prepared By		
Mina Mikhael, Director of Public Works/City Engineer		

#### **RECOMMENDED ACTION**

1) Adopt a resolution to rescind Resolution R5771; 2) Reestablish existing parking restrictions on the east side of Valley View Street between La Palma Avenue and La Canada Circle; and, 3) Create a 30-foot loading zone at 7860 Valley View Street.

#### PREVIOUS CITY COUNCIL ACTION

On November 2, 2023, the Traffic and Transportation Commission unanimously recommended the City Council approve the installation of a 30-foot loading zone in front of the Las Mariposas Apartment complex at 7860 Valley View Street.

#### DISCUSSION

A local apartment complex manager approached the Public Works Department expressing their desire to establish a loading zone in front of the Las Mariposas Apartment complex at 7860 Valley View Street. The complex contains 96 units and receives numerous deliveries throughout the day. The manager claims that delivery vehicles park in the two-way left-turn lane when they see that parking is prohibited in front of the structure. The apartment complex representative requested that the loading zone be established adjacent to the center gate of the apartment entrance for the purpose of material deliveries.

Valley View Street between La Palma Avenue and La Canada Circle is a major arterial with community shopping, multifamily residential, and single-family residential zoning on the east side of the street. The street is 104 ft. wide and is a sixlane arterial street with two-way-left-turn-lanes and limited driveways fronting the east side of the street. The speed limit is 45 MPH. The City of Buena Park's right-of-way encompasses the east side of the street and the City of La Palma's right-ofway on the west side of the street.

Currently, there is a resolution (Resolution No. 5771) that establishes a 1,100 ft. section on the east side of Valley View Street as a "no parking zone." This resolution was passed and adopted in April 1976. This "no parking zone" extends from La Palma Avenue to the centerline of La Canada Circle. The lane width at this location is 20 ft. wide and can accommodate a travel lane and a parked vehicle.

Upon review of this request, staff is proposing establishing a 30-foot loading zone on the east side of Valley View Street adjacent to Las Mariposas Apartments. To accomplish this, staff is recommending that the City Council rescind Resolution No. 5771, reestablish parking prohibition on Valley View Street between La Palma Avenue and La Canada Circle, and establish a new 30-foot loading zone at 7860 Valley View Street.

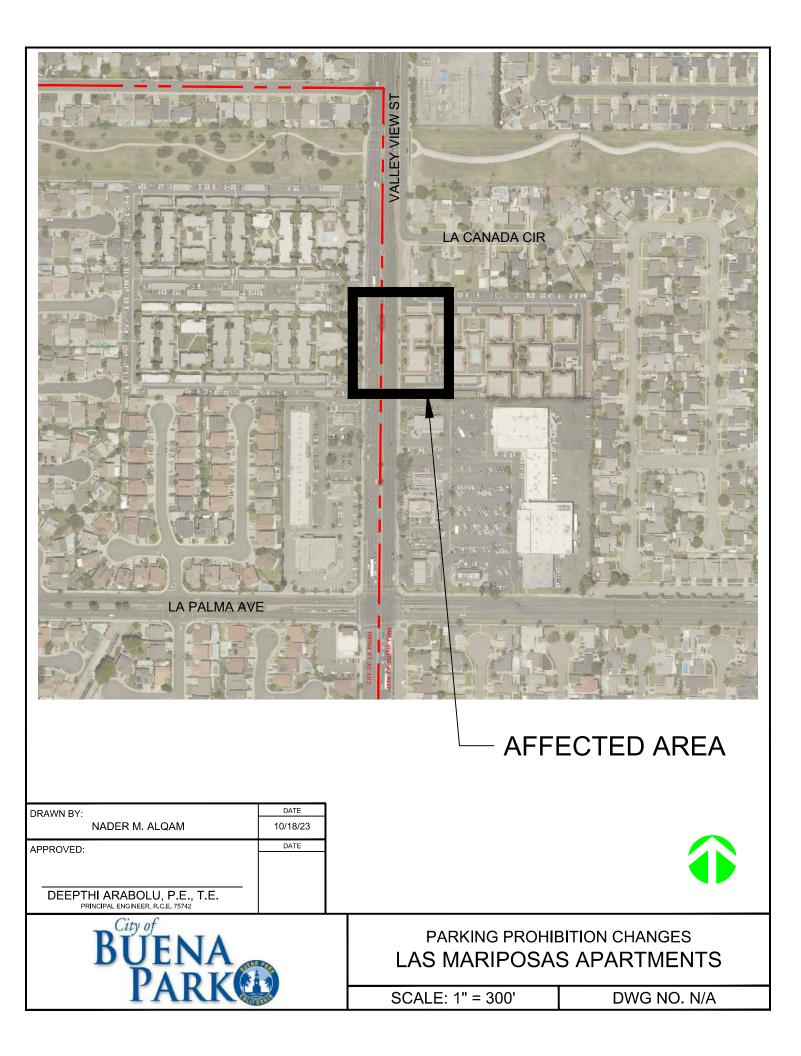
This item was presented to the Traffic and Transportation Commission on November 2, 2023. The Commission unanimously approved the item recommending the installation of a 30-foot loading zone in front of the Las Mariposas Apartment complex at 7860 Valley View Street.

#### BUDGET IMPACT

The estimated cost to install the necessary striping is \$100, which can be absorbed by the FY 23-24 budget.

#### **Attachments**

Attachment 1 - Vicinity Map.pdf
Attachment 2 - Resolution 5771.pdf
Attachment 3 - Resolution to Rescind R5771.pdf



RESOLUTION NO. 5771

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK AMENDING RESOLUTION NO. 3202, AS AMENDED, WHICH IS THE CITY'S TRAFFIC RESOLUTION, BY AMENDING SECTION 5 THEREOF, AND PROVIDING FOR PROHIBITION OF PARKING AT ALL TIMES ON VALLEY VIEW STREET BETWEEN LA PALMA AVENUE AND LA CANADA CIRCLE, AS MORE PARTICULARLY DESCRIBED HEREIN, WITHIN THE CITY OF BUENA PARK.

WHEREAS, Resolution No. 3202 did adopt the traffic regulations for the City of Buena Park; and

WHEREAS, it is necessary to bring such resolution up to date from time to time;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

<u>SECTION 1</u>: Resolution No. 3202, as amended, is hereby amended by amending Section 5 thereof, and adding subsection 376 to read as follows:

"376. On the east side of Valley View Street from the centerline of La Palma Avenue to the centerline of La Canada Circle."

<u>SECTION 2</u>: Except as amended by this resolution, Resolution No. 3202, as previously amended, shall remain in full force and effect as it existed prior to this amendment.

PASSED AND ADOPTED THIS <u>5th</u> day of <u>April</u>, 1976, by the following called vote:

AYES: 5 COUNCILMEN: Bousman, Griffin, Jarrell, Meyer and Davis

NOES: 0 COUNCILMEN: None

0

ABSENT:

1.1

COUNCILMEN: None

MAYOR

ATTEST ;

que ente G.C. CITY CLÉRK

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted at a <u>regular</u> meeting of the City Council of the City of Buena Park held this <u>5th</u> day of <u>April</u>, 1976.

G. Coursen - hoursel CITY

RESOLUTION NO.

A RESOLUTION OF THE CITY OF BUENA PARK, CALIFORNIA, RESCINDING RESOLUTION NO. 5771, AMENDING RESOLUTION NO. 3202, AS AMENDED, WHICH IS THE CITY'S TRAFFIC RESOLUTION, BY AMENDING SECTION 5 THEREOF

WHEREAS, Resolution No. 3202 did adopt the Traffic Regulations for the City of Buena Park ("Traffic Regulations"); and

WHEREAS, Resolution No. 5771, adopted by the City Council on April 5, 1976, amended the Traffic Regulations to prohibit parking at all times on the eastside of Valley View Street, from the centerline of La Palma Avenue to the centerline of La Canada Circle ("No Parking Zone"); and,

WHEREAS, a local apartment complex adjacent to the No Parking Zoning and located at 7860 Valley View Street has requested a portion of the No Parking Zoning be replaced with a loading zone for the purposes of making material deliveries; and,

WHEREAS, the City Engineer and Public Works Departments have reviewed the request and determined the revised traffic regulations are necessary and appropriate.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1: Resolution No. 5771 is hereby rescinded in its entirety.

<u>SECTION 2</u>: Resolution No. 3202, as amended, is hereby amended by amending Section 5 thereof, and adding subsection 988 and 989 to read as follows:

"988. On the east side of Valley View Street from the centerline of La Palma Avenue to a point 810 feet northerly"

"989. On the east side of Valley View Street from the centerline of La Canada Circle to a point 320 feet southerly"

SECTION 3: Resolution No. 3202, as amended, is hereby amended by amending Section 16 thereof, and adding subsection 11 to read as follows:

"11. On the east side of Valley View Street from a point 810 feet northerly of the centerline of La Palma Avenue to a point 830 feet northerly of the centerline of La Palma Avenue.

<u>SECTION 4:</u> Except as amended by this resolution, Resolution No. 3202, as previously amended shall remain in full force and effect as it existed prior to this amendment. The City Engineer / Public Works Director is authorized and directed to make associated physical improvements and changes to the subject area as necessary to effectuate the purpose of this Resolution.

<u>SECTION 5.</u> CEQA. This Resolution is exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Minor Alteration to Existing Public Facilities), which exempts from

RESOLUTION NO. \_\_\_\_\_ Page 2

CEQA the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use beyond that existing at the time of the determination. This action involves the replacement of an existing no-parking area along a public right of way with a loading zone, and will not result in a significant expansion of use. Further, pursuant to Section 15061 (b)(3), it can be seen with certainty this action does not have the potential for causing a significant effect on the environment and accordingly CEQA does not apply.

<u>SECTION 6.</u> The City Clerk shall certify to the adoption of this Resolution and it shall become effective immediately.

PASSED AND ADOPTED this 26<sup>th</sup> day of March, 2024, by the following called vote:

- AYES: COUNCILMEMBERS:
- NOES: COUNCILMEMBERS:
- ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ATTEST:

Mayor

City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, hereby certify that the foregoing Resolution was duly and regularly passed and adopted at a regular meeting of the City Council of the City of Buena Park, held this 26<sup>th</sup> day of March, 2024.

City Clerk



**City Council Regular Meeting Agenda Report** 

#### CHANGE ORDER NO. 2 WITH RMS CONSTRUCTION FOR THE SENIOR CENTER PICKLEBALL COURT PROJECT

Meeting	Agenda Group
Tuesday, March 26, 2024, 5:00 PM	CONSENT CALENDAR Item: 4E
Presented By	Prepared By
Aaron Esparza-Almaraz, EIT, Assistant Engineer	Mina Mikhael, Director of Public Works/City Engineer
Approved By	
Aaron France, City Manager	
RECOMMENDED ACTION	I

1) Approve Change Order (CO) No. 2 in the amount of \$14,831.13 for the Senior Center Pickleball Court Project; 2) Authorize a budget transfer in the amount of \$13,000 from the Senior Center Interior Development Fund Account for this purpose; and, 3) Authorize the Director of Public Works to execute CO No. 2.

### **PREVIOUS CITY COUNCIL ACTION:**

On January 9, 2024, the City Council awarded a contract to RMS Construction in the amount of \$78,554.08 with contingency funds in the amount of \$7,855.41 and construction engineering funds in the amount of \$3,590.51. On February 8, 2024, CO No. 1 was approved, in the amount of \$1,178, to add bonds to the bid proposal.

### DISCUSSION

The original scope of work for this project included preparation of the project site and installation of a regulation size pickle ball court in the west outdoor courtyard of the Buena Park Senior Center. This work also included protecting the existing two shade structures on the northerly side of the area. The two shade structures are currently comprised of canopies supported by five posts (three at the back and two at the front). The posts at the back contain luminaires that are currently nonoperational. Please see Exhibit A, Figure 1.

The new scope of work includes partially removing the two shade structures. The canopies along with the two posts in the front will be removed but the three posts at the back will remain as is. Please see Exhibit A, Figure 2. The advantages of this include:

- A larger area surrounding the regulation size pickle ball court, which will enhance safety to players by creating more buffer space.
- The luminaires remaining in place will provide additional lighting as needed.

Staff recommends approval of CO No. 2 in the amount of \$14,831.13 to complete this additional work.

#### **BUDGET IMPACT**

Associated cost of CO No. 1 = \$1,178Associated cost of CO No. 2 = \$14,831.13Total costs of both COs = \$16,009.13

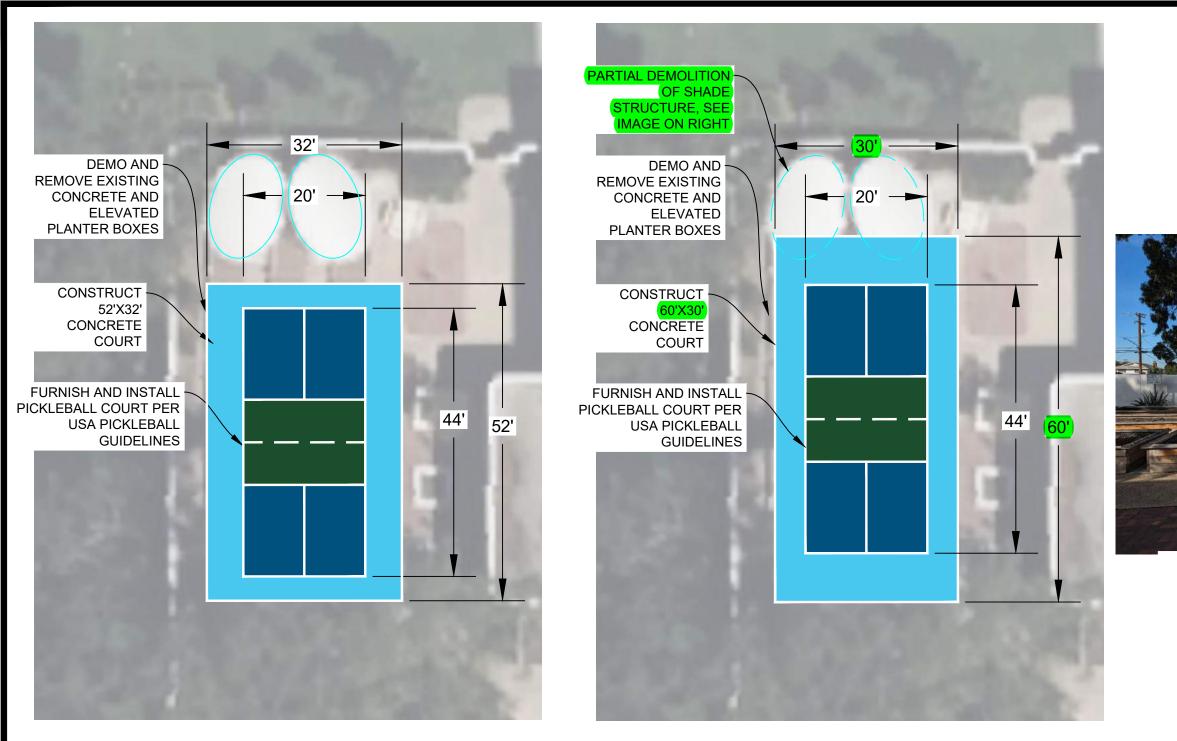
Available Contingency Amount = \$7,855.41 Available Construction Engineering Amount = \$3,590.51

The two COs exceed the available contingency amount of \$7,855.41 approved for this project. However, staff recommends reallocating the construction engineering funds in the amount of \$3,590.51 towards the COs and retaining the available contingency as is. Therefore, the outstanding amount needed would be \$12,418.62.

There are enough funds in the Senior Center Interior Development Fund (11-2248) to cover the additional costs. Staff is requesting a budget transfer of \$13,000 from the Senior Center Interior Development Fund (11-2248) to cover this shortfall.

### Attachments

Exhibit A\_Change Order.pdf SeniorCenterPickleball\_CCO#02.pdf

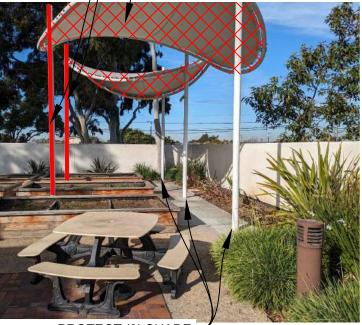


# FIGURE 1: ORIGINAL SCOPE OF WORK

FIGURE 2: NEW SCOPE OF WORK CHANGE ORDER #2

> CITY OF BU SENIOR ( PICKLEBAL EXHIE

# REMOVE (2) SHADE STRUCTURES & (2) POLES



PROTECT (3) SHADE STRUCTURE POST FOR LUMINAIRES

LEGEND: NEW SCOPE OF WORK<mark>IN GREEN</mark>



SCALE: NTS

JENA PARK	DRAWN BY:	DRAWING N	10.
			REV.
CENTER	AEA	E-01	
LL COURT	DATE		
BITA	3/8/2024	SHEET 1 OF	1

### **CITY OF BUENA PARK**

### Department of Public Works

### **CONTRACT CHANGE ORDER NO. 2**

Sheet 1 of 1

#### Date: March 5, 2024 Project Title. Senior Center Pickleball Court Proiect #135

### TO CONTRACTOR: RELIABLE MONITORING SERVICES dba RMS CONSTRUCTION

You are hereby directed to make the herein described changes from the plans and specifications or to do the following described work not included in the plans and specifications on this contract.

This change order constitutes a full accord and satisfaction as to claims for all additional costs and extensions of the contract time relating to the portion of the work described under the term "Item". The execution of this change order is a waiver of any rights or claims by the contractor to any additional compensation for the "Item" work or extensions of the contract time for the work.

Break down two posts supported in the concrete with two shade canopy. (The three posts against the wall will remain.) Additional 136 square feet of new concrete and the removal of two steel umbrellas that are approx 16' tall. With this addition the new concrete will be 60' x 30'.

Payment shall be adjusted based on quantities as verified in the field. All payments shall include all the necessary costs for labor, tools, equipment, materials and appurtenances, work by subcontractors and including all markups, as compensation in full for all work added/deleted as specified under this change order.

TOTAL COST: Decrease:	Or	Increase:	\$14,831.13
By reason of this change order, the	time of completion will be	adjusted as follows:	3 days
<i>I, the undersigned contractor, have this proposal is approved, that I w necessary for the work above specie</i>	vill provide all equipment,	furnish all materials	s and perform all services

Contractor: RELIABLE MONITORING SERVICES dba RMS CONSTRUCTION

*By*:\_\_\_\_\_ Title:

Signature:\_\_\_\_

Prepared by: With Esponger - Ulmway Project Manager

Approved by:

Director of Public Works

Date: 3/5/2024

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

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



Reliable Monitoring Services 2698 Junipero Ave., Suite # 105-107 Signal Hill, CA 90755 Tel: 855-760-1822 / Fax: 805-435-1647 www.rmslifesafety.com

CUSTOMER:	City of Buena Park Department of Public Works	CHANGE ORDER #:	2.2
ADDRESS:	6650 Beach Boulevard	CONTACT:	Aaron Esparza
	Buena Park, CA 92621	PHONE#:	(714)562-3670
		EMAIL:	aesparzaalmaraz@buenapark.com
PROJECT:	Senior Center Pickleball Court Project	DATE:	2/22/2024
ADDRESS:	8150 Knott Ave		
	Buena Park, CA 90620		

#### DESCRIPTION:

Break down two posts supported in the concrete with two shade canopy. (The three posts against the wall will remain.) We still need to use a scissor lift to reach out and tear down the shade canopy. Demolish an additional 136 square feet of concrete and supply new concrete.

#### Breakdown:

Because these two steel umbrellas are 16 feet high, we will need to employ a scissor lift to remove the shade canopy over the course of two days and three guys to perform this job in the safest way possible. As this is a CWA project, we need an operator for the use of an excavator and skid steer for 1 day and three guys and one foreman for three days to complete the demolition and new construction of this additional work.

#### Exclusions:

#### CHANGE REASON:

MATERIAL COST:

A request for an additional 136 square feet of new concrete and the removal of two steel umbrellas that are approx 16' tall. With this addition the new concrete will be 60' x 30'.

misc materials (1%)

SALES TAX 10.25%

				TOTAL LABOR COST:	\$8,220.48
Project Engineer	<u>8</u> HRS.	@	\$75.00 /HOUR	\$600.00	
Cement Mason Journeyman	72 HRS.	@	\$77.50 /HOUR	\$5,580.00	
Operator	<u>8</u> HRS.	@	\$88.98 /HOUR	\$711.84	
Cement Mason Foreman	<u>16</u> HRS.	@	\$83.04 /HOUR	\$1,328.64	
Carpenter Journeyman	<u>0</u> HRS.	@	\$76.85 /HOUR	\$0.00	
Carpenter Foreman	<u>0</u> HRS.	@	\$80.82 /HOUR	\$0.00	
Electrician Journeyman	<u>0</u> HRS.	@	\$109.63 /HOUR	\$0.00	
Electrician Foreman	0 HRS.	@	\$119.62 /HOUR	\$0.00	
LABOR COSTS:					

QTY	DESCRIPTION	UNIT \$	EXT \$
2	dumpster	\$875.00	\$1,750.00
2.5	yards of concrete	\$157.00	\$392.50
2	wire mesh 6"x6" 10Ga	\$36.69	\$73.38
3	scissor lift 3 days	\$260.00	\$780.00
1	excavator 1 day	\$416.00	\$416.00
1	skid steer 1 day	\$283.00	\$283.00
0		\$0.00	\$0.00

\$36.95

TOTAL MATERIAL COST:

\$36.95

\$382.51

\$4,114.34

SUBCONTRACTOR: TYPE: N/A TOTAL SUBCONTRACTORS: \$0.00 EXPENSES delivery charge for the scissor lift \$170.00 Pick up Charge for the scissor lift \$170.00 \$0.00 \$0.00 \$0.00 TOTAL EXPENSES: \$340.00 SUBTOTAL (EXCLUDING SUBCONTRACTOR) \$12,674.82 15% OH/ (EXCLUDING SUBCONTRACTOR) \$1,901.22 SUBCONTRACTOR SUBTOTAL \$0.00 5% SUBCONTRACTOR MARKUP \$0.00 BOND MARKUP (1.75%) \$255.08 **GRAND TOTAL** \$14,831.13 TIME EXTENSION REQUIRED BY THIS CHANGE: 3 WORK DAYS

APPROVED BY:	NAME:	
TITLE:	DATE:	



#### FINAL PAYMENT FOR THE PHASE 2 TRAIL IMPROVEMENTS SCE CORRIDOR PROJECT

Meeting	Agenda Group
Tuesday, March 26, 2024, 5:00 PM	CONSENT CALENDAR Item: 4F
Presented By	Prepared By
Aaron Esparza-Almaraz, EIT, Assistant Engineer	Mina Mikhael, Director of Public Works/City Engineer
Approved By	
Aaron France, City Manager	
RECOMMENDED ACTION	

Accept project as complete and approve final payment to CS Legacy Construction, Inc. in the amount of \$44,198.05; and,
 Authorize the Public Works Department to file a Notice of Completion.

### PREVIOUS CITY COUNCIL ACTION

On July 25, 2023, the City Council approved a contract with CS Legacy Construction, Inc. in the amount of \$1,481,251.14 that included a contingency in the amount of \$135,000 and the administration of the Community Workforce Agreement in the amount of \$7,000.

#### DISCUSSION

The SCE Trail Phase 2 Improvements Project has been completed. In accordance with the SCE Corridor Master Plan, this project included extending the existing multimodal trail to promote outdoor recreation and active transportation in Buena Park. This project included construction of the trail between Stanton Avenue and east of Camellia Drive/west of Ortiz Brother's Nursery. Additional work for the maintenance of the SCE Phase 1 Trail decomposed granite was included.

The contractor has submitted a bill for work completed as of February 16, 2024. All items, quantities, and prices have been checked and found to be in accordance with the contract documents. The final contract cost for this project is \$1,384,198.21 and the approved contract amount is \$1,474,251.14 (including the \$135,000 contingency amount). This figure is \$90,052.93 (or about 6.1%) below the approved contract budget. The total retention is in the amount of \$69,209.91, and will be released following the expiration of the 35-day lien period. At this time, the final payment is in the amount of \$44,198.05. An analysis of expenditures is listed as Appendix "A."

#### BUDGET IMPACT

The final cost of the project is \$1,384,198.21. This project was funded by the Park-in-Lieu Fund (Account No. 32-9806-290153).

### Attachments

SCETrailPhase2 Att1of4 Memo to Finance.pdf

SCETrailPhase2 Att2of4 Final Report.pdf

SCETrailPhase2 Att3of4 Appendix A.pdf

SCETrailPhase 2 Att4of4 Final Invoice.pdf





# MEMORANDUM Department of Public Works

DATE:	March 26, 2024		
TO:	Adrian Garcia, Fiscal Services Manager		
FROM:	Mina Mikhael, P.E., Director of Public Works/City Engineer		
SUBJECT:	SCE TRAIL PHASE 2 IMPROVEMENTS PROJECT		
Amount:	\$44,198.05	Account No.: 32-9806-290157	
Purchase Order:	240101		
Contractor:	CS LEGACY CONSTRUCTION, INC. 675 BREA CANYON ROAD STE 8 WALNUT, CA 91789		

Payment Processed on Warrant Register: 03/28/2024

### RECOMMENDATION

It is recommended that the Finance Officer issue a warrant for the final payment on this contract.

### **CERTIFICATION**

This is to certify that the subject project has been completed satisfactorily. The contractor has submitted final bill for the completed work and is entitled to total to date payment in the amount of \$46,524.26 less 5% retained (attached). Bid items, quantities and prices have been checked through this department and are found to be accurate in accordance with the contract documents. A copy of the final report is attached for your file. A "Notice of Completion" will be filed by the Public Works upon approval of the City Council, and following the expiration of the 35-day lien period; the 5% retention will be released to the contractor. Final Payment represents 100% completion to date.

C: Gloria Hernandez, Account Clerk Aaron Esparza-Almaraz, Assistant Engineer



Department of Public Works

### **Capital Improvement Project Final Report**

PROJ	IECT		CONTRAC	TOR
PHASE 2 TRAIL II CORRIDOR PROJECT	MPROVEMENT	SCE	CS Legacy Construction, I	nc.
CONTRAC	T DATES		CONTRACT C	OSTS
Advertisement:	06/16/2023		Original Project Cost:	\$1,339,251.14
Contract Awarded:	07/25/2023		Contingency:	\$135,000.00
Notice to Proceed:	09/06/2023		Total Budget:	\$1,474,251.14
Work Completed:	03/15/2024		Contract Adjustment:	\$44,947.07
			Total Project Cost:	\$1,384,198.21
CONTRACTOR RATING				
The contractor completed all phases of work in an expedient and satisfactory manner.				

This project included extending the existing multimodal trail to promote outdoor recreation and active transportation in the City of Buena Park in accordance to the SCE Corridor Master Plan. This project includes construction of the trail between Stanton Avenue and east of Camellia Drive/ west of Ortiz Brother's Nursery. Additional work for the maintenance of the SCE Phase 1 Trail decomposed granite was included.

On June 16, 2023, a request for bids was sent out on Planwell. On June 30, one bid was received. CS Legacy Construction, Inc. was the lowest responsible bidder with the bid amount of \$1,339,251.14. On July 25, 2023, a construction contract was awarded to CS Legacy Construction, Inc.

Following contract execution, construction began on September 9, 2023. The contractor accomplished all work, including punch list items.

### CONTRACT CHANGE ORDER:

- 1. Reduction of scope credit. Removal of one pedestal from the proposed work. The cost associated with this change order is -\$11,937.00.
- 2. Canceling the Myers pedestal and ordering approved equal Strong Box Pedestal due to manufacturer delay time. The cost associated with this change order is \$987.28.
- 3. SCE Phase 1 Trail Decomposed granite path one-time maintenace. The cost associated with this change order is \$38,050.71.
- 4. Provide 3 dog waste stations and 3 trash bins delivered to City Yard to be installed by City. The cost associated with this change order is \$6,451.88.

Page:2 of 2Date:March 12, 2024Subject:Project Final Report

### QUANTITY ADJUSTMENT:

Quantity Increases:	Various items of work:	\$11,394.20
Quantity Decreases:	Various items of work:	\$0.00

### CONTRACT COSTS

The final quantities resulted in a total contract cost of \$ \$1,384,198.21. This represents \$90,052.93, or about 6.1% below the approved contract budget of \$1,474,251.14 (contract amount with contingency). An analysis of project costs is included as Appendix "A".

### CONCLUSION

It is hereby recommended that the City Council accept the project as complete and turn the public facility over to City forces for maintenance and operation.

### **CONCLUSION**

It is hereby recommended that the City Council accept the project as complete.

Prepared by: Aaron Esparza-Almaraz, Assistant Engineer

Approved by: Mina Mikhael, Director of Public Works/City Engineer





### APPENDIX "A"

# Phase 2 Trail Improvement SCE Corridor Project

CONTRACT	
Original Contract Amount Council Approved Contingency Funds Approved Contract Amount	\$1,339,251.14 \$135,000.00 <b>\$1,474,251.14</b>
CONTRACT ADJUSTMENTS	
Contract Change Orders	
1. Remove 1x Electric Pedestal	-\$11,937.00
2. Substitute with Strong Box Pedestal	\$987.28
3. SCE Phase 1 Trail Maintenance	\$38,050.71
4. Dog Waste and Trash Bins	\$6,451.88
Quantity Adjustments	
Increases	\$11,394.20
Decreases	\$0.00
Total	\$11,394.20
Total Contract Adjustments	\$44,947.07
CONTRACT EXPENDITURES	
Value of Work Done Previously	\$1,337,673.94
Value of Work Done This Period	\$46,524.27
Subtotal	\$1,384,198.21
Less Total Retention	-\$69,209.91
Less Previous Payments	-\$1,270,790.24
Total amount Due This Payment	\$44,198.06
PROJECT SUMMARY	
Original Contract Amount	\$1,339,251.14
Total Contract adjustment	\$44,947.07
Revised Contract	\$1,384,198.21
Cost of Work Completed to Date	\$1,384,198.21
Amount Below the Contract Amount	\$90,052.93
Percentage Under the Contract Amount	6.1%

### APPLICATION AND CERTIFICATE FOR PAYMENT

and the second se				
TO: CITY OF BUENA PARK			APP #	5 Distribution To:
6650 BEACH BLVD				02/16/24 🛛 🖂 Owner
BUENA PARK, CA 90622-50	09		PERIOD FROM:	02/01/24
			PERIOD TO:	
FROM: C.S. LEGACY CONSTRUCT	ION			
675 BREA CANYON ROAD	STE 8		PROJECT NAME: SCE TRAIL IMPROVEMENTS PHASE 2 PR	OJECT
WALNUT, CA 91789				
CONTRACTOR'S APPLIC		ACAIT		
CONTRACTOR 5 APPLIC	ATION FOR PATE	AEN I	The undersigned Contractor certifies that to the best of the	
Application is made for comment on abo	non balaur in composition with	the Contract	and belief the Work covered by this Application for Paymen	
Application is made for payment, as sho		ine Contract.	accordance with the Contract Documents, that all amounts	
Continuation Sheet, Form 2, is attached	1,		for Work for which previous Certificates for Payment were it	
1. ORIGINAL CONTRACT SUM		e 4 949 574 44	from the Owner, and that current payment shown herein is CONTRACTOR: CONSTRUCTION	now due.
		\$ 1,342,574.14	CONTRACTOR: CONSTRUCTION	
2. Net Change by Change Orders	- 4 - 45	\$ 33,552.87	- <u>(</u> )//	
3. CONTRACT SUM TO DATE (Line		\$ 1,376,127.01	By:	Date: 2/16/2024
4. TOTAL COMPLETED & STORED (Column G on Form 2)	D TO DATE	\$ 1,384,198.21	GREGG STRUMPF PRESIDENT	
5. RETAINAGE:				
a. 5% of Completed Work	\$ 69,209.91			
(Columns D + E on Form 2)	\$ 09,209.91			
	• • • • • • • • • • • • • • • • • • • •			
<li>b. <u>5</u>% of Stored Material (Column F on Form 2)</li>	\$0.00	6		
Total Retainage (Line 5a + 5b or				
Total in Column I of Form 2)		A 60 200 04		
6. TOTAL EARNED LESS RETAINA	AP	\$ 69,209.91		A 2 000
(Line 4 less Line 5 Total)	log.	\$ 1,314,988.30	CONTRACTORS CERTIFICATE FOR PAYME	
7. LESS PREVIOUS CERTIFICATES		4 070 700 05	In accordance with the Contract Documents, based on on-s	
=	SFOR PAYMEN!	\$ 1,270,790.25	comprising this application, the Architect certifies to the Own	
(Line 6 from prior Certificate)			Architect's knowledge, information and belief the Work has	•
8. CURRENT PAYMENT DUE 9. BALANCE TO FINISH, INCLUDIN	C DETAINAGE	\$ 44,198.05	of the Work is in accordance with the Contract Documents,	and the Contractor is entitled to
(Line 3 less Line 6)			payment of the AMOUNT CERTIFIED.	
	\$ 61,138.71		AMOUNT CERTIFIED \$	\$44,198.05
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	(Attach explenation if amount certified differs from the amount applie CONSTRUCTION MANAGER	a tor. Initial ligures on this Application
CHANGE ORDERS		DEGOONONG	By:	Date:
			This certificate is not negotiable. The AMOUNT CERTIFIE	
			named herein. Issuance, payment and acceptance of paym	
TOTAL APPROVED PRIOR MONTH	\$0.00		rights of the Owner or Contractor under this Contract.	·····
			PROJECT MANAGER	DATE
TOTAL APROVED THIS MONTH	\$ 33,552.87			
NET CHANGES BY CHANGE ORDER	\$ 33,552.87			
THE PROPERTY OF A CONTRACT OF A CONDER	4 90100T.01			

#### CONTINUATION SHEET

Form 2, APPLICATION AND CERTIFICATE FOR PAYMENT,

PROJECT NAME: PHASE 2 TRAIL IMPROVEMENTS SCE CORRIDOR PROJECT

APP. NO: 6 APP. DATE: 02/16/2024

PERIOD FROM: 02/81/2024 PERIOD TO: 02/29/2024

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Image         Description of model.         Unit         User Property         Outring Control         Personal Statuting         Description of Model         Personal Statuting	A	B			E	F T							н	1
Image: Section of the sectin of the section of the section			TRACT QTY/C	OSTS		PRI	EVIOUS PERI	ODS 1	THIS PERIO	0	TO DATE			
2         averying and Stading         100         11.209730         1000         11.209730         1000         11.209730         1000         11.209730         1000         11.209730         1000         11.209730         1000         11.209730         1000         11.209730         1000         11.209730         1000         11.209730         1000         11.209730         1000         11.209730         1000         11.209730         1000         11.209730         1000         11.209730         10000         11.209730         10000         11.209730         10000         11.209730         10000         11.209730         10000         11.209730         10000         11.209730         10000         11.209730         10000         11.209730         10000         11.209730         10000         11.209730         10000         11.209730         10000         11.209730         11.2000         11.209730         11.2000         11.209730         11.20000         11.20000         11.200730         11.20000         11.20073         11.2000         11.20073         11.20000         11.20073         11.20073         11.20073         11.20073         11.20073         11.20073         11.20073         11.20073         11.20073         11.20073         11.20073         11.20073         11.20073			qry	UNIT	UNIT PRICE	CONT. ANT.	PROVIDE PROVIDE	PREVIOUS ANT.	OTY COMP.	ANT: DUE	QTY TO DATE	BILLED TO DATE	BALANCE TO COMPLETE	RET.
2         Sin Aprix Of Stating         1         LS         914,4778-22         01005         914,4778-22         0005         914,4778-22         0005         914,4778-22         0005         914,4778-22         0005         914,4778-22         0005         914,0778-22         0005         914,0778-22         0005         914,0778-22         0005         914,0778-22         0005         914,0778-22         0005         914,0778-22         0005         914,0778-22         0005         914,0778-22         0005         914,0778-22         0005         914,0778-22         0005         914,0778-22         0005         914,0778-22         0005         914,08         914,08         914,08 <th>1.</th> <th>Mobilization / Demobilization</th> <th>1</th> <th>L\$</th> <th>\$125,999.55</th> <th>\$125,999.55</th> <th>100%</th> <th>\$125,999.55</th> <th>0%</th> <th>\$0.00</th> <th>100%</th> <th>\$125,999.55</th> <th>\$0.00</th> <th>\$8,299.98</th>	1.	Mobilization / Demobilization	1	L\$	\$125,999.55	\$125,999.55	100%	\$125,999.55	0%	\$0.00	100%	\$125,999.55	\$0.00	\$8,299.98
3.         Period Control         1         L3         94,4725         95,4725         95,4725         95,4         95,000         95,230,12         95,830,12         95,930,12         95,930,12         95,930,12         95,930,12         95,930,12         95,930,12         95,930,12         95,930,12         95,930,12         95,930,12         95,930,12         95,930,12         95,930,12         95,930,12         95,930,12         95,930,12         95,930,12         95,930,12         95,930,12         95	2.	Surveying and Staking	1	LS	\$14,879.52	\$14,879.52	100%	\$14,679.52	0%	\$0.00	100%			\$733.98
4         Ensen Control         1         LS         56.301 Tent         100         80.001 Tont         90.00	3.		1	LS	\$6,447.25	\$6,447.25	100%	\$8,447.25	0%		100%			\$322.36
5.         Sale Text         1         L3         8.42.30         9.3,02.30         100%         8.3.52.00         0.4         0.00         100%         8.1.52.00         9.00         9.77           6.         Remove Existing Pance         1         L6         9.8,52.00         94,832.80         100%         8.4.00         9.00         100%         8.4.52.80         90.00         100%         8.4.52.80         90.00         100%         8.4.52.80         90.00         100%         8.4.52.80         90.00         100%         8.4.52.80         90.00         100%         8.4.52.80         90.00         100%         8.4.52.80         90.00         100%         8.4.52.80         90.00         100%         8.4.52.80         90.00         100%         8.4.52.80         90.00         100%         8.4.52.80         90.00         100%         8.4.50.00         100%         8.4.50.00         100         8.4.50.00         100         8.0.00         100         8.4.50.00         100         8.4.20.00         8.4.20.00         90.00         100         8.4.50.00         100         8.4.20.00         8.4.20.00         90.00         100         8.4.50.00         100         8.4.20.00         8.4.20.00         10.00         8.4.20.00         8.4.20.00 <th>4.</th> <th>Erosion Control</th> <th>1</th> <th>LS</th> <th>\$6,830,12</th> <th>\$6.830.12</th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th>\$341.51</th>	4.	Erosion Control	1	LS	\$6,830,12	\$6.830.12								\$341.51
6.         Perrove Existing Fences         1         LS         94,052,26         94,052,26         1007         44,052,26         000         44,052,26         000         44,052,26         000         44,052,26         000         50,000         1000         84,052,26         90,000         1000         84,052,26         000         1000         84,052,26         000         1000         84,052,26         000         1000         84,052,26         000         1000         84,052,26         000         1000         84,052,00         1000         84,050,00         1000         84,210,00         1000         84,210,00         1000         84,210,00         1000         84,210,00         1000         84,210,00         1000         84,210,00         1000         84,210,00         1000         84,210,00         1000         84,210,00         1000         84,210,00         1000         84,210,00         1000         84,210,00         1000         84,210,00         1000         84,210,00         1000         84,210,00         1000         84,210,00         1000         84,210,00         1000         84,210,00         1000         84,000         1000         84,000         1000         84,000         1000         1000         1000         1000         10	5.	Solia Test	1	LS						¢0.00	1001/	** *** **		
7.         Remove Exating RP-Rap:         1         L6         98,713.00         55,713.00         100%         100%         100%	8.	Remove Existing Fence	1	LS				•						
Benove Ex. CAG. Prevenent. Landscaping.         Concerts	7.	Remove Existing Rip-Rep	1	LS									•	
S         Sitewalit         I         IS         94/210.09         100%         84/210.09         100%         84/210.09         100%         84/210.09         100%         84/210.09         100%         84/210.09         100%         84/210.09         100%         84/210.09         100%         84/210.09         100%         84/210.09         100%         84/210.09         100%         84/210.09         100%         84/210.09         100%         84/210.09         100%         84/210.09         100%         84/210.09         100%         84/210.09         100%         84/210.09         100%         84/210.09         100%         83/210.09         100         83/210.00         100         83/210.00         100         83/210.00         100%         83/210.09         100%         83/210.09         100%         83/210.09         100%         83/210.09         100%         83/210.09         100%         83/210.09         100%         83/210.09         100%         83/210.09         100%         83/210.09         100%         83/210.09         100%         83/210.09         100%         83/210.09         100%         83/210.09         100%         83/210.09         100%         83/210.09         100%         83/210.09         100%         83/210.09         100		Remove Ex. C&G, Pavement, Landscaping,											\$0.00	\$290.65
10.         Curd         42.07         52.078.02         42.000         51.02.000         43.000         51.02.000         43.000         51.02.000         43.000         51.02.000         43.000         51.02.000         43.000         51.02.000         43.000         51.02.000         43.000         51.02.000         54.02.5         50.00         54.02.5         50.00         54.02.5         50.00         54.02.5         50.00         53.02.00         50.00         53.02.00         53.00.0		Sidewalk			\$4,210.09		100%	\$4,210.09	0%	\$0.00	100%	\$4,210.09	\$0.00	\$210.50
H         C         220333         340,311,20         620         30,00         420         \$100,511,20         60         30,00         420         \$100,511,20         60,00         \$3,040           12         Export         120         CY         \$144,80         \$17,816,00         100         \$10,00         50,00         120         \$17,816,00         200,20         \$33,3225,80         80,00         200,20         \$33,3225,80         80,00         200,20         \$33,3225,80         80,00         200,20         \$33,3225,80         80,00         100         \$5,016,00         0         \$0,00         200,20         \$33,3225,80         80,00         1100         \$17,816,00         100         \$5,016,00         0         \$0,00         1100         \$5,016,00         100         \$5,016,00         100         \$5,016,00         1100         \$5,016,00         1100         \$5,016,00         1100         \$5,016,00         1100         \$5,016,00         1100         \$5,016,00         1100         \$5,016,00         1100         \$5,016,00         1100         \$5,016,00         1100         \$5,016,00         1100         \$5,016,00         1100         \$5,016,00         1100         \$5,016,00         1100         \$5,016,00         \$5,016,00         \$5,016		- ·						\$31,920.00	¢	\$0.00	42000	\$91,920.00	(\$8,071,20)	\$1,596.00
12.         Export         12.         CV         \$14.8.0         CV         State of the state o				-					0	\$0.00	420	\$108,511.20	\$0.00	\$5,425.56
1         Vinitude Concrete Parking (14* wide SCE         20.22         SF 4.48         ST 30.225.80         0         ST 00         ST 00 <thst 00<="" th=""> <thst 00<="" th="">         ST 00</thst></thst>								\$66,939.00	0	\$0.00	300	\$66,839.00	\$0.00	\$3,346.95
Image: Sources Trail         20.200         ST0.40	12.	· ·	120	CY	\$148.80	\$17,616.00	120	\$17,816.00	¢	\$0.00	120	\$17,616.00	\$0.00	\$680.60
Internation         Internation <thinternation< th="">         Internation</thinternation<>	13,		20,220	SF	\$16.48	\$333,225.60	20220	\$333,225.80	0	\$0.00	20220	\$333,225.60	\$0.00	\$16,661.28
Concrete Now Curb (5" wide @ DO Paving)         1.130         F         331.66         S35,114.60         1130         \$30,114.80         0         \$0.00         1130         \$30,014.80         \$0.00         \$1130         \$30,014.80         \$0.00         \$1130         \$30,014.80         \$0.00         \$1130         \$30,014.80         \$0.00         \$1130         \$30,014.80         \$0.00         \$1130         \$30,014.80         \$0.00         \$1130         \$30,014.80         \$0.00         \$1130         \$30,014.80         \$0.00         \$1130         \$30,014.80         \$0.00         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$1130         \$30,014.80         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$11,02         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$10,02         \$11,02         \$10,02 </th <th>14,</th> <th>Pedeelrian Concrete</th> <th>100</th> <th>SF</th> <th>\$50.15</th> <th>\$5,015.00</th> <th>100</th> <th>\$5,015.00</th> <th>0</th> <th>\$0.00</th> <th>100</th> <th>\$5,015.00</th> <th>\$0.00</th> <th>\$250.75</th>	14,	Pedeelrian Concrete	100	SF	\$50.15	\$5,015.00	100	\$5,015.00	0	\$0.00	100	\$5,015.00	\$0.00	\$250.75
Instruct         Concrete New Curb (15" wide at Long 15" wide at Long 15" and	15.	Concrete Mow Curb (6" wide @ DG Paving)	1,130	IE	\$31.04	\$38 114 CG	1100	E20 444 00		40.00	44.004	000 444 55		
17.         Pedestian DG Paving (9 wide)         6,935         SF         36.19         35,992,85         0         \$0.00         480,07         480,00         \$1,022           18.         Concrete Sidewalk and Driveway         1         LS         \$17,849,28         \$17,849,28         00         \$10,021         \$0.00         483,032,265         \$0.00         \$17,849,28         \$0.00         \$17,849,28         \$0.00         28         \$12,675,94         0         \$0.00         28         \$12,675,94         0         \$0.00         28         \$12,675,94         0         \$0.00         28         \$12,675,94         \$0.00         \$100%         \$81,43,90         \$0.00         \$17,849,28         \$0.00         \$100%         \$81,43,90         \$0.00         \$17,849,28         \$0.00         \$100%         \$81,43,90         \$0.00         \$17,849,28         \$0.00         \$100%         \$81,43,90         \$0.00         \$100%         \$81,43,90         \$0.00         \$10,90         \$17,840,28         \$0.00         \$100%         \$81,43,90         \$0.00         \$100,00         \$100,00         \$100,00         \$100,00         \$100,00         \$100,00         \$100,00         \$100,00         \$100,00         \$100,00         \$100,00         \$100,00         \$100,00         \$100,00	16.	Concrete Mow Curb (18" wide at		-										\$1,805.74
B.         Concrete Sidewalk and Driveway         1         LS         917,649.26         100%         917,649.26         00%         917,849.28         00%         917,849.28         00%         917,849.28         00%         917,849.28         00%         917,849.28         90%         920.02         26         917,849.28         90%         920.02         26         917,849.28         90%         920.02         26         917,849.28         90.00         26         917,849.28         90.00         26         917,849.28         90.00         26         917,849.28         90.00         26         917,849.28         90.00         26         917,849.28         90.00         26         917,849.28         90.00         26         917,849.28         90.00         26         91,43.50         90.00         380         91,43.50         90.00         380         91,43.50         90.00         380         91,43.50         90.00         380         91,43.50         90.00         380         91,43.50         90.00         380         91,43.50         90.00         380         91,43.50         90.00         380         91,43.50         90.00         380         91,43.50         90.00         91         91,43.50         90.00         91,43.50	17								-					\$1,002.06
19.       Full Depth AC Parement       20.       10.00000000000000000000000000000000000			6,835				6935	\$35,992.65	0	\$0.00	6936	\$35,992.65	\$0.00	\$1,799.63
20.         Fundsh & Install Hydroseed Mix         1         LS         \$9,143.50         \$12,313.57         \$0         \$0,00         \$25,313.57         \$0,00         \$30,00			1					\$17,849.28	0%	\$0.00	100%	\$17,849.28	\$0.00	\$692.46
Interference       1       LS       89,143.90       49,143.90       69,143.90       0%       80,00       100%       89,143.90       90,00       8467.2         22.       Furnish & install 24' Box Tree       5       EA       \$\$75,755       \$\$3,382.90       0       \$\$3,382.80       0       \$\$0.00       5       \$\$3,382.90       \$\$0.00       \$\$3,382.80       0       \$\$0.00       \$\$3,382.80       \$\$0.00       \$\$3,382.80       \$\$0.00       \$\$3,382.80       \$\$0.00       \$\$3,382.80       \$\$0.00       \$\$3,382.80       \$\$0.00       \$\$3,382.80       \$\$0.00       \$\$3,382.80       \$\$0.00       \$\$3,382.80       \$\$3,080.72       \$\$0.00       \$\$2       \$\$1,560.52       \$\$0.00       \$\$3,382.80       \$\$3,080.72       \$\$0.00       \$\$2       \$\$1,560.52       \$\$0.00       \$\$71,786.40       \$\$3,080.72       \$\$0.00       \$\$2       \$\$1,560.52       \$\$0.00       \$\$3,080.72       \$\$0.00       \$\$2       \$\$1,660.52       \$\$0.00       \$\$2       \$\$1,660.52       \$\$0.00       \$\$2       \$\$1,660.52       \$\$0.00       \$\$2       \$\$1,660.52       \$\$0.00       \$\$2       \$\$1,660.52       \$\$0.00       \$\$2       \$\$1,660.52       \$\$0.00       \$\$18,40       \$\$0.00       \$\$3,689.72       \$\$0.00       \$\$18,40       \$\$0.00       \$\$\$18,40       <			26	LF	\$463.69	\$12,575.94	26	\$12,575.94	D	\$0.00	26	\$12,575.94	\$0.00	\$628.80
21.       Furnish & Install Lodge Pole Fence       330       LF       \$326,01.60       330       \$32,01.60       300.00       \$32,01.60       300.00       \$32,01.60       300.00       \$32,01.60       300.00       \$32,01.60       \$00.00       \$32,01.60       \$00.00       \$32,01.60       \$00.00       \$32,01.60       \$00.00       \$32,01.60       \$00.00       \$32,01.60       \$00.00       \$32,01.60       \$00.00       \$33,382.80       \$00.00       \$1,660.50       \$3,382.80       \$00.00       \$1,660.50       \$3,382.80       \$00.00       \$2,53,382.80       \$00.00       \$1,660.52       \$00.00       \$1,660.52       \$00.00       \$1,660.52       \$00.00       \$1,660.52       \$00.00       \$1,660.52       \$00.00       \$1,660.52       \$00.00       \$1,660.52       \$00.00       \$1,660.52       \$00.00       \$1,660.52       \$00.00       \$1,660.52       \$00.00       \$1,660.52       \$00.00       \$1,660.52       \$00.00       \$1,660.52       \$00.00       \$1,660.52       \$00.00       \$1,660.52       \$00.00       \$1,660.52       \$00.00       \$1,660.52       \$00.00       \$1,660.52       \$00.00       \$1,660.52       \$00.00       \$1,680.63       \$00.00       \$1,680.63       \$00.00       \$1,680.63       \$00.00       \$1,680.63       \$00.00       \$1,680.63 <td< th=""><th>20.</th><th>Furnish &amp; Install Hydroseed Mix</th><th>1</th><th>LS</th><th>\$9,143.00</th><th>\$9,143,60</th><th>100%</th><th>\$9 142 00</th><th>084</th><th>60.00</th><th>10.00/</th><th>0 440 00</th><th></th><th>A 407 A</th></td<>	20.	Furnish & Install Hydroseed Mix	1	LS	\$9,143.00	\$9,143,60	100%	\$9 142 00	084	60.00	10.00/	0 440 00		A 407 A
22.         Furnish & Install 24* Box Trase         6         EA         St70.55         \$3,382.80         0         \$0.00         5         \$3,382.80         \$0.00         \$5         \$3,382.80         \$0.00         \$5         \$3,382.80         \$0.00         \$5         \$3,382.80         \$0.00         \$5         \$3,382.80         \$0.00         \$5         \$3,382.80         \$0.00         \$5         \$3,382.80         \$0.00         \$5         \$3,382.80         \$0.00         \$5         \$3,382.80         \$0.00         \$5         \$3,382.80         \$0.00         \$5         \$3,382.80         \$0.00         \$22         \$7,815.36         \$0.00         \$22         \$7,815.36         \$0.00         \$22         \$7,815.36         \$0.00         \$22         \$7,806.52         \$0.00         \$25         \$7,806.52         \$0.00         \$5         \$3,382.80         \$0.00         \$25         \$7,806.52         \$0.00         \$25         \$7,806.52         \$0.00         \$25         \$7,806.52         \$0.00         \$25         \$7,806.72         \$0.00         \$25         \$7,808.22         \$0.00         \$25         \$7,808.22         \$0.00         \$3         \$7,768.40         \$0.00         \$3         \$7,768.40         \$0.00         \$3         \$7,768.40         \$0.00	21.	Furnish & Install Lodge Pole Fence	-											
22.         Furnish & Install 5 Geton Shrubs         22         EA         C334.89         S7,815.36         C000000000000000000000000000000000000	22.	Furnish & Install 24" Box Tree		EA							1			
24.         Furnish & Instail Root Barrier         52         LS         S30.01         \$1,580.52         552         9         90.00         £2         \$1,510.50         \$10.00         \$15,80.52         90.00         52         \$1,510.50         \$10.00         \$15,80.52         90.00         52         \$1,510.50         \$10.00         \$15,80.52         90.00         16         \$3,698.72         \$90.00         16         \$3,698.72         \$90.00         16         \$3,698.72         \$90.00         16         \$3,698.72         \$90.00         16         \$3,698.72         \$90.00         \$184.           26.         Point of connection for Irrigation         2         EA         \$339,449.14         \$76,898.28         0         \$0.00         2         \$76,898.28         \$90.00         \$2         \$77,964.0         \$90.00         \$3,899.72         \$90.00         \$3,899.72         \$90.00         \$3,899.72         \$90.00         \$3,899.72         \$90.00         \$3,899.72         \$90.00         \$3,899.72         \$90.00         \$3,899.72         \$90.00         \$3,899.72         \$90.00         \$3,899.72         \$90.00         \$3,899.72         \$90.00         \$3,899.72         \$90.00         \$90.00         \$90.20         \$71,796.40         \$90.00         \$90.84.16 <td< th=""><th>23.</th><th>Furnish &amp; Instell 5 Getion Shrubs</th><th>-</th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th></td<>	23.	Furnish & Instell 5 Getion Shrubs	-											
26.       Furnish & Install Mulch       16       CY       \$231.17       33.080.72       16       \$3.080.72       0       \$0.00       16       \$3.080.72       \$0.00       18         26.       Point of connection for irrigation       2       EA       \$39.449.14       \$76,898.28       2       \$73,898.25       0       \$0.00       16       \$3.080.72       \$0.00       \$3,844.1         27.       Furnish & install irrigation Controller       2       EA       \$35,880.20       \$71,796.40       2       \$71,796.40       0       \$0.00       2       \$77,851.93       \$0.00       \$3,884.1         28.       Furnish & install irrigation Controller       2       EA       \$25,887.31       \$77,651.93       3       \$77,651.93       0       \$0.00       3       \$77,651.93       \$0.00       \$38,481.40       \$0.00       \$38,481.40       \$30.00       \$38,481.40       \$0.00       \$38,481.40       \$0.00       \$38,481.40       \$0.00       \$38,481.40       \$0.00       \$38,481.40       \$0.00       \$38,481.40       \$0.00       \$38,481.40       \$0.00       \$38,481.40       \$0.00       \$38,481.40       \$0.00       \$38,481.40       \$0.00       \$38,481.40       \$0.00       \$38,481.40       \$0.00       \$38,484.140       \$0.00<	24.	Furnish & Instell Root Barrier	52	LS										
28.       Point of connection for irrigation       2       EA       \$39,449,14       \$76,898,28       2       \$73,999,25       0       \$0.00       2       \$76,696,26       \$0.00       \$3,944,1         27.       Furnish & install Irrigation Controller       2       EA       \$35,899,20       \$71,796,40       2       \$71,796,40       0       \$0.00       2       \$71,796,40       \$0.00       \$3,944,1         28.       Furnish & install Irrigation Controller       2       EA       \$25,897,31       \$77,661,93       3       \$77,661,93       0       \$0.00       3       \$77,661,93       \$0.00       \$3,944,16       \$0.00       \$3,944,16       \$0.00       \$3,893,284,00       \$3,944,16       \$0.00       \$3,893,284,00       \$3,944,16       \$0.00       \$3,893,284,00       \$3,00,00       \$3,77,661,93       0       \$0.00       3       \$77,661,93       \$0.00       \$3,894,41,40       \$0.00       \$3,893,284,00       \$3,893,044,15       \$0.00       \$3,844,140       \$0,00       \$3,893,284,00       \$3,00,00       \$3,894,41,40       \$3,00,00       \$3,894,41,40       \$3,00,00       \$3,894,41,40       \$3,00,00       \$3,894,41,40       \$3,00,00       \$3,844,41,40       \$3,00,00       \$3,844,41,40       \$3,00,00       \$3,894,41,40       \$3,00,00 <th< th=""><th>26.</th><th>Fumish &amp; Install Mulch</th><th>16</th><th>CY</th><th>\$231.17</th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th></th<>	26.	Fumish & Install Mulch	16	CY	\$231.17									
27.       Furnish & install Intgalion Controller       2       EA       \$35,899.20       \$71,796.40       2       \$71,796.40       0       \$0.00       2       \$71,796.40       \$0.00       \$3,699.00<	26. 1	Point of connection for Irrigation	2	EA	\$39,449.14				1.					
28.       Furnish & Install Tree Bubbler System       3       EA       \$26,897.31       \$77,651.93       3       \$77,651.93       0       \$0.00       3       \$77,651.93       \$0.00       \$3,893.7         29.       Furnish & Install Rotor System       1       L8       \$56,491.40       \$58,491.40       100%       \$58,481.40       0%       \$0.00       3       \$77,681.93       \$0.00       \$3,893.7         30.       Furnish & Install Pedestrian Boliards       10       L8       \$59,084.15       100%       \$39,084.15       0%       \$0.00       100%       \$39,084.16       \$0.00       \$1,994.3         31.       Furnish & Install Benches       2       EA       \$1,771.72       \$31,890.96       16       \$31,690.96       0       \$0.00       18       \$31,890.96       \$1,994.3         32.       Furnish & Install Benches       2       EA       \$4,245.36       \$8,490.72       2       \$8,490.72       \$2       \$8,490.72       \$2       \$8,490.72       \$2       \$8,490.72       \$2       \$8,490.72       \$2       \$8,490.72       \$2       \$8,490.72       \$2       \$8,490.72       \$2       \$8,490.72       \$2       \$8,490.72       \$2       \$8,490.72       \$2       \$8,490.72       \$2       \$8	27.	Furnish & install Irrigation Controller	2	EA	\$35,899.20		1		11					
29.         Furnish & Install Rotor System         1         L8         \$56,461,40         \$51,461,40         \$56,461,40         \$51,461,40         \$56,461,40         \$51,461,40         \$51,461,40         \$51,461,40         \$51,461,40         \$51,461,40         \$51,461,40         \$51,461,40         \$51,461,40         \$51,461,40<	28.	Furnish & Instalt Tree Bubbler System	3	EA										
30.         Furnish & Install Drip (migation System         1         L8         \$39,084.15         \$39,084.15         100%         \$39,084.15         0%         \$0.00         100%         \$39,084.16         \$0.00         \$1,954.15         \$39,084.15         0%         \$0.00         100%         \$39,084.16         \$0.00         \$1,954.15         \$0.00         \$100%         \$39,084.15         0%         \$0.00         100%         \$39,084.16         \$0.00         \$1,954.15         \$0.00         \$1,954.15         \$0.00         \$100%         \$39,084.15         0%         \$0.00         100%         \$39,084.16         \$0.00         \$1,954.15         \$0.00         \$1,954.15         \$0.00         \$1,954.15         \$0.00         \$100%         \$39,084.15         0%         \$0.00         100%         \$39,084.16         \$0.00         \$1,954.15         \$0.00         \$1,954.15         \$0.00         \$1,954.15         \$0.00         \$1,954.15         \$0.00         \$1,954.15         \$0.00         \$1,954.15         \$0.00         \$1,00%         \$39,084.15         \$0.00         \$1,00%         \$39,084.16         \$0.00         \$1,954.15         \$0.00         \$1,954.15         \$0.00         \$1,28.15         \$0.00         \$1,954.15         \$0.00         \$1,934.15         \$0.00         \$1,934.15 <th></th> <th></th> <th>1</th> <th>LS</th> <th></th> <th></th> <th></th> <th></th> <th>1</th> <th></th> <th></th> <th></th> <th></th> <th></th>			1	LS					1					
31.       Fundeh & Install Pedestrian Bollards       18       £4, \$1,771.72       \$31,890.96       16       \$31,690.96       0       \$0.00       18       \$31,890.96       \$1,994,8         32.       Fundeh & Install Benches       2       EA       \$4,245,35       \$8,490,72       2       \$8,490,72       0       \$0.00       18       \$31,890.96       \$0.00       \$42,45         33.       Fundeh & Install Benches       2       EA       \$4,245,35       \$8,490,72       2       \$8,490,72       0       \$0.00       2       \$8,490,72       \$0.00       \$42,45         34.       Fundeh & Install Electrical Service Ped       2       \$24,665,30       100%       \$24,565,30       0%       \$0.00       100%       \$24,568,30       \$0.00       \$1,223,2         35.       Provie 90 Day Maintenance       2,483       SF       \$7,60       \$19,367,40       620       \$8,396,00       1683       \$12,971,40       2483       \$19,367,40       \$0.00       \$968,33         36.       C/OH1       1       LS       \$967,28       \$967,28       \$96,00       100%       \$91,937,00       100%       \$81,937,00       \$0.00       \$968,23       \$10,00%       \$987,28       \$0.00       \$967,28       \$0.00       <	30. 1	Furnish & Install Drip Irrigation System	1	18	\$39,084.15									\$1,954.21
32.         Furnish & Instail Benches         2         EA         \$4,245.35         \$8,490.72         2         \$5,400.72         0         \$0.00         2         \$6,490.72         \$0.00         \$424.5           33.         Furnish & Instail Electrical Service Ped         2         EA         \$13,034.63         \$22,039.66         2         \$22,009.66         0         \$0.00         2         \$26,090.72         \$0.00         \$1,034.63           34.         Furnish & Instail Electrical Service Ped         2         \$24,655.30         100%         \$24,565.30         0%         \$0.00         100%         \$24,585.30         \$0.00         \$1,228.7           35.         Provie 90 Day Maintenence         2,483         SF         \$7,60         \$19,367.40         620         \$8,396.00         1683         \$12,971.40         2483         \$19,367.40         \$90.00         \$90.30         \$100%         \$24,585.30         \$90.00         \$988.33           36.         C/OH1         1         LS         \$967.28         \$90.00         \$100%         \$91.337.00         \$90.00         \$987.28         \$90.00         \$987.28         \$90.00         \$987.28         \$90.00         \$987.28         \$90.00         \$987.28         \$90.00         \$987.28	31. 1	Furnish & Install Pedestrian Boilards	18	EA	\$1,771.72				1					\$1,594.55
33.         Furnieh & Install Electrical Service Ped         2         EA         \$13,034.83         \$26,059,66         2         \$26,059,66         0         \$0.00         2         \$26,069,66         \$0,000         \$1,034.83         \$26,059,66         2         \$26,059,66         0         \$0.00         2         \$26,069,66         \$0,000         \$1,034.83         \$26,059,66         0         \$0.00         100%         \$24,565,30         \$0.00         \$1,034.83         \$20,059,66         \$0.00         \$1,034.83         \$12,261.30         \$0.00         \$100%         \$24,565,30         \$0.00         \$100%         \$24,565,30         \$0.00         \$100%         \$24,565,30         \$0.00         \$100%         \$24,565,30         \$0.00         \$100%         \$24,565,30         \$0.00         \$100%         \$24,565,30         \$0.00         \$100%         \$24,565,30         \$0.00         \$100%         \$24,565,30         \$0.00         \$100%         \$24,565,30         \$0.00         \$100%         \$24,565,30         \$0.00         \$100%         \$24,565,30         \$0.00         \$100%         \$24,565,30         \$0.00         \$100%         \$24,565,30         \$0.00         \$100%         \$24,565,30         \$0.00         \$100%         \$24,565,30         \$0.00         \$100%         \$24,565,30	32. F	Fumish & Install Benches	2	EA					-					\$424.54
34.         Furnieh & instalf Conduit & Wires         1         LS         \$24,585.30         \$24,585.30         100%         \$24,585.30         100%         \$24,585.30         100%         \$24,585.30         100%         \$24,585.30         100%         \$24,585.30         100%         \$24,585.30         100%         \$24,585.30         100%         \$24,585.30         100%         \$24,585.30         100%         \$24,585.30         100%         \$24,585.30         100%         \$24,585.30         100%         \$24,585.30         \$0.00         \$1,223.7           35.         Provie 90 Day Maintenance         2,483         SF         \$7.00         \$19,367.40         \$620         \$6,396.00         1083         \$12,971.40         2483         \$19,367.40         \$0.00         \$988.3           36.         C/ON1         1         LS         \$967.28         \$997.28         0%         \$0.00         100%         \$\$19,367.40         \$0.00         \$\$19,925.33           37.         C/O #2         1         LS         \$967.28         \$997.28         0%         \$0.00         100%         \$987.28         \$0.00         \$49.33           38.         C/ON4         1         LS         \$94,51.86         \$0.00         100%         \$38,050.71	33. F	Furnish & Install Electrical Service Ped	2	EA			_							\$1,303.46
35.         Provie 90 Day Maintenance         2,483         SF         \$7,80         \$19,367,40         620         \$8,396.00         1883         \$12,971.40         2483         \$19,367,40         \$0.00         \$988.3           36.         C/OH1         1         LS         (\$11,937.00)         (\$11,937.00)         0%         \$0.00         100%         \$19,367,40         \$0.00         \$988.3           37.         C/O #2         1         LS         \$967.28         \$997.28         0%         \$0.00         100%         \$\$19,367.40         \$0.00         \$\$19,367.40         \$\$0.00         \$\$19,367.40         \$\$0.00         \$\$19,367.40         \$\$0.00         \$\$10,0%         \$\$11,937.00         \$\$0.00         \$\$100%         \$\$19,367.40         \$\$0.00         \$\$100%         \$\$11,937.00         \$\$0.00         \$\$100%         \$\$11,937.00         \$\$0.00         \$\$100%         \$\$11,937.00         \$\$0.00         \$\$100%         \$\$100%         \$\$19,367.40         \$\$0.00         \$\$100%         \$\$100%         \$\$11,937.00         \$\$0.00         \$\$100%         \$\$10,00%         \$\$19,367.40         \$\$0.00         \$\$100%         \$\$10,00%         \$\$19,367.40         \$\$0.00         \$\$100%         \$\$10,00%         \$\$10,00%         \$\$10,00%         \$\$10,00%         \$\$10,00%	34. F	Furnish & Install Conduit & Wires	1	LS					- 11		-	1		\$1,228.27
36.         C/CWI         1         LS         (\$11,937.00)         (\$11,937.00)         0%         \$0.00         100%         \$11,937.00         \$0.00         (\$595.6           37.         C/O #2         1         LS         \$967.28         \$907.28         0%         \$0.00         100%         \$987.28         \$0.00         \$987.28         \$0.00         \$0.00         \$987.28         \$0.00         \$100%         \$987.28         \$0.00         \$49.3           38.         C/O#4         1         LS         \$38,050.71         \$0.00         \$100%         \$38,050.71         \$0.00         \$10.0%         \$38,050.71         \$0.00         \$10.0%         \$38,050.71         \$0.00         \$10.0%         \$38,050.71         \$0.00         \$10.0%         \$38,050.71         \$0.00         \$10.0%         \$38,050.71         \$0.00         \$10.0%         \$38,050.71         \$0.00         \$10.0%         \$38,050.71         \$0.00         \$32.0%         \$32.	35. F	Provie 90 Day Maintenance	2,483	SF	\$7.80								•••••	5968.37
37.       C/O #2       1       LS       \$967.28       \$967.28       \$000       100%       \$987.28       100%       \$887.25       \$0.00       \$49.3         38.       C/O#4       1       LS       \$38,050.71       \$0%       \$0.00       100%       \$38,050.71       \$00%       \$1,00%       \$38,050.71       \$0.00       \$1,00%       \$38,050.71       \$0.00       \$1,00%       \$38,050.71       \$0.00       \$1,00%       \$38,050.71       \$0.00       \$1,00%       \$38,050.71       \$0.00       \$1,00%       \$38,050.71       \$0.00       \$32,050.71       \$0.00       \$1,00%       \$6,451.88       \$0.00       \$322,050         0UNDERTING       0UNDERTING       0UNDERTING       \$0.00 <th></th> <th></th> <th>1</th> <th>LS</th> <th>(\$11,837.00)</th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> <th>(\$596.85)</th>			1	LS	(\$11,837.00)									(\$596.85)
38.         C/O#4         1         LS         \$38,050.71         \$38,050.71         0%         \$38,050.71         100%         \$38,050.71         \$0.00         \$1,902.5           39.         C/O#5         1         LS         \$36,451.86         \$8,451.86         \$0.00         100%         \$38,050.71         100%         \$38,050.71         \$0.00         \$1,902.5           39.         C/O#5         1         LS         \$36,451.86         \$8,451.86         \$0.00         100%         \$36,451.88         100%         \$6,451.88         \$0.00         \$322.6			1 (	LS	\$967.28	\$997.28	0%						F	\$49.36
						\$38,050.71	0%	\$0.00	100%	· · · · · · · · · · · · · · · · · · ·			** **	\$1,902.54
SUBTOTALS \$4 376 127 01 \$4 377 075 64 \$4 924 07 07 075 64 \$4 924 400 94 \$40 900 000 000 000 000 000 000 000 000			1	LS	\$6,451.88	\$6,451.98	0%	\$0.00	100%	\$6,451.88	100%	\$6,451.58	\$0.00	\$322.59
	\$	SUBTOTALS				1,376,127.01		\$1,337,875.94		\$46,524.27		51,384,198.21	(88,071.20)	569,209.91



#### FINAL PAYMENT FOR THE CERRITOS AVENUE FRONTAGE ROAD REHABILITATION PROJECT

Meeting	Agenda Group			
Tuesday, March 26, 2024, 5:00 PM	CONSENT CALENDAR Item: 4G			
Presented By	Prepared By			
Aaron Esparza-Almaraz, EIT, Assistant Engineer	Mina Mikhael, Director of Public Works/City Engineer			
Approved By	]			
Aaron France, City Manager				
RECOMMENDED ACTION	1			

1) Accept project as complete and approve final payment to Onyx Paving Company, Inc. in the amount of \$46,075; 2) Authorize the Public Works Department to file a Notice of Completion; and, 3) Approve a budget transfer in the amount of \$33,683.50 from the La Palma Turn Lane Extension CIP account (21-3914-599700).

### PREVIOUS CITY COUNCIL ACTION

On October 10, 2023, the City Council approved a contract with Onyx Paving Company, Inc. in the amount of \$515,000 for the Cerritos Avenue Frontage Road Rehabilitation Project. The approved construction project budget, including a contingency amount of \$52,000, was \$567,000.

#### DISCUSSION

The Cerritos Avenue Frontage Road Rehabilitation Project has been completed. This project included the grind and overlay of three inches of asphalt concrete from Lorinda Avenue to Carlotta Avenue, improvements to existing curb and gutter, cross gutters, sidewalks, curb ramps, driveway approaches, and sewer frame and covers. Additional work was done to extend the left turn pocket on La Palma Avenue, at the intersection of La Palma Avenue and Camellia Drive. The City received a total of \$33,683.50 from the Village at Buena Park developer for this additional work. This amount was deposited in the La Palma Turn Lane Extension CIP Account (21-9806-599700). However, these funds were not appropriated for expenditure. Therefore, staff is requesting a transfer of the available funds into the project account.

The contractor has submitted a bill for work completed as of January 31, 2024. All items, quantities, and prices have been checked and found to be in accordance with the contract documents. The final payment is in the amount of \$46,075. The final contract cost for this project is \$484,385.61, which includes change orders and quantity adjustments summing to a savings of \$30,614.39. This amount is \$82,614.39 (or 14.6%) below the approved construction project budget. The total retention is in the amount of \$24,219.28, and will be released following the expiration of the 35-day lien period. An analysis of expenditures is listed as Appendix "A".

The final cost of the project is \$484,385.61. This project was included in the FY 2022-2023 Capital Improvement Program budget and was funded by Gas Tax funds (Account No. 24-9806-590168).

### Attachments

Cerritos Att1of4 Memo to Finance.pdf

Cerritos Att2of4 Final Report.pdf

Cerritos Att3of4 Appendix A.pdf

Cerritos Att4of4 Final Invoice.pdf





# MEMORANDUM Department of Public Works

DATE:	March 26, 2024
TO:	Adrian Garcia, Finance Manager
FROM:	Mina Mikhael, P.E., Director of Public Works / City Engineer
SUBJECT:	CERRITOS AVENUE FRONTAGE ROAD REHABILITATION PROJECT

Amount: \$46,075.00 Account No.: 24-9806-590168

Purchase Order: 240266

Contractor: ALL AMERICAN ASPHALT 400 EAST SIXTH STREET CORONA, CA 92879

Payment Processed on Warrant Register: 03/28/2024

### RECOMMENDATION

It is recommended that the Finance Officer issue a warrant for the final payment on this contract.

### CERTIFICATION

This is to certify that the subject project has been completed satisfactorily. The contractor has submitted final bill for the completed work and is entitled to total to date payment in the amount of \$48,500 less 5% retained (attached). Bid items, quantities and prices have been checked through this department and are found to be accurate in accordance with the contract documents. A copy of the final report is attached for your file. A "Notice of Completion" will be filed by the Public Works upon approval of the City Council, and following the expiration of the 35-day lien period; the 5% retention will be released to the contractor. Final Payment represents 100% completion to date.

C: Aaron Esparza-Almaraz, Assistant Engineer Gloria Hernandez, Account Clerk



Department of Public Works

### **Capital Improvement Project Final Report**

PROJ	ECT	CONTRACT	OR	
CERRITOS AVENUE REHABILITATION PRO		ONYX PAVING COMPANY, INC.		
CONTRAC	T DATES	CONTRACT COSTS		
Advertisement:	09/18/2023	Original Project Cost:	\$515,000.00	
Contract Awarded:	10/10/2023	Contingency:	\$52,000.00	
Notice to Proceed:	11/13/2023	Total Budget:	\$567,000.00	
Work Completed:	03/08/2024	Contract Adjustment:	-\$30,614.39	
		Total Project Cost:	\$484,385.61	
CONTRACTOR RATIN	3			
The contractor complete	d all phases of work in a	an expedient and satisfactor	/ manner.	

The Cerritos Avenue Frontage Road Rehabilitation Project has been completed. This project included the grind and overlay of 3-inches of asphalt concrete from Lorinda Avenue to Carlotta Avenue, improvements to existing curb and gutter, cross gutters, sidewalks, curb ramps, driveway approaches, and sewer frame & covers. Additional work was done to extend the left turn pocket on La Palma Ave at the intersection with Camellia Dr.

On September 18, 2023, a request for bids was sent out on Planwell. On October 2, 2023 five bids were received. Onyx Paving Company, Inc. was the lowest responsible bidder with the bid amount of \$515,000.00. On October 10, 2023, a construction contract was awarded to Onyx Paving Company, Inc.

Following contract execution, construction began on November 13, 2023. The contractor accomplished all work, including punch list items.

### CONTRACT CHANGE ORDER:

- 1. Additional work was done to extend the left turn pocket on La Palma Ave at the intersection with Camellia Dr. The cost associated with this change order is \$48,500.00.
- 2. Remove installation of epoxy coating on installed frame & covers. The cost decrease associated with this change order is \$32,000.00.

### QUANTITY ADJUSTMENT:

Quantity Increases:	Various items of work:	\$8,008.00
Quantity Decreases:	Various items of work:	\$55,122.39

Page:2 of 2Date:March 26, 2024Subject:Project Final Report

### CONTRACT COSTS

The final quantities resulted in a total contract cost of \$484,385.61. This represents \$82,614.39, or about 14.6% below the approved contract budget of \$567,000.00 (contract amount with contingency). An analysis of project costs is included as Appendix "A".

### CONCLUSION

It is hereby recommended that the City Council accept the project as complete and turn the public facility over to City forces for maintenance and operation.

### CONCLUSION

It is hereby recommended that the City Council accept the project as complete.

- Prepared by: Aaron Esparza-Almaraz, Assistant Engineer
- Approved by: Mina Mikhael, Director of Public Works/City Engineer





## APPENDIX "A"

## CERRITOS AVENUE FRONTAGE ROAD REHABILITATION PROJECT

CONTRACT	
Original Contract Amount Council Approved Contingency Funds Approved Contract Amount	\$515,000.00 \$52,000.00 <b>\$567,000.00</b>
CONTRACT ADJUSTMENTS	
Contract Change Orders	
1. Left Turn Pocket at La Palma and Camellia Dr.	\$48,500.00
2. Remove Epoxy Sewer Lining from Scope of Work	-\$32,000.00
Quantity Adjustments	
Increases	\$8,008.00
Decreases	-\$55,122.39
Total	-\$47,114.39
Total Contract Adjustments	-\$30,614.39
-	<i>+,-</i>
CONTRACT EXPENDITURES	<i>•••••••••••••••••••••••••••••••••••••</i>
- -	\$435,885.61
CONTRACT EXPENDITURES Value of Work Done Previously Value of Work Done This Period	\$435,885.61 \$48,500.00
CONTRACT EXPENDITURES Value of Work Done Previously Value of Work Done This Period Subtotal	\$435,885.61 <u>\$48,500.00</u> <b>\$484,385.61</b>
CONTRACT EXPENDITURES Value of Work Done Previously Value of Work Done This Period Subtotal Less Total Retention	\$435,885.61 <u>\$48,500.00</u> <b>\$484,385.61</b> -\$24,219.28
CONTRACT EXPENDITURES Value of Work Done Previously Value of Work Done This Period Subtotal Less Total Retention Less Previous Payments	\$435,885.61 \$48,500.00 <b>\$484,385.61</b> -\$24,219.28 -\$414,091.33
CONTRACT EXPENDITURES Value of Work Done Previously Value of Work Done This Period Subtotal Less Total Retention	\$435,885.61 <u>\$48,500.00</u> <b>\$484,385.61</b> -\$24,219.28
CONTRACT EXPENDITURES Value of Work Done Previously Value of Work Done This Period Subtotal Less Total Retention Less Previous Payments	\$435,885.61 \$48,500.00 <b>\$484,385.61</b> -\$24,219.28 -\$414,091.33
CONTRACT EXPENDITURES Value of Work Done Previously Value of Work Done This Period Subtotal Less Total Retention Less Previous Payments Total amount Due This Payment	\$435,885.61 \$48,500.00 <b>\$484,385.61</b> -\$24,219.28 -\$414,091.33
CONTRACT EXPENDITURES Value of Work Done Previously Value of Work Done This Period Subtotal Less Total Retention Less Previous Payments Total amount Due This Payment PROJECT SUMMARY Original Contract Amount Total Contract Amount	\$435,885.61 \$48,500.00 <b>\$484,385.61</b> -\$24,219.28 <u>-\$414,091.33</u> <b>\$46,075.00</b> \$515,000.00 <u>-\$30,614.39</u>
CONTRACT EXPENDITURES Value of Work Done Previously Value of Work Done This Period Subtotal Less Total Retention Less Previous Payments Total amount Due This Payment PROJECT SUMMARY Original Contract Amount	\$435,885.61 \$48,500.00 <b>\$484,385.61</b> -\$24,219.28 <u>-\$414,091.33</u> <b>\$46,075.00</b> \$515,000.00
CONTRACT EXPENDITURES Value of Work Done Previously Value of Work Done This Period Subtotal Less Total Retention Less Previous Payments Total amount Due This Payment PROJECT SUMMARY Original Contract Amount Total Contract Adjustment Revised Contract Cost of Work Completed to Date	\$435,885.61 \$48,500.00 <b>\$484,385.61</b> -\$24,219.28 -\$414,091.33 <b>\$46,075.00</b> \$515,000.00 -\$30,614.39 <b>\$484,385.61</b> \$484,385.61
CONTRACT EXPENDITURES Value of Work Done Previously Value of Work Done This Period Subtotal Less Total Retention Less Previous Payments Total amount Due This Payment PROJECT SUMMARY Original Contract Amount Total Contract Adjustment Revised Contract	\$435,885.61 \$48,500.00 <b>\$484,385.61</b> -\$24,219.28 -\$414,091.33 <b>\$46,075.00</b> \$515,000.00 <u>-\$30,614.39</u> <b>\$484,385.61</b>

#### **ONYX PAVING COMPANY, INC**

2890 E. La Cresta Ave. Anaheim, CA 92806 Office: (714) 632-6699 Fax: (714) 632-1883 CSLB 630360 DIR 1000004798 Date: 1/31/2024 Progress Payment #: 3 Invoice #: 23-113-03 Job Location: BUENA PARK Onyx Job #: 23-113

#### **CITY OF BUENA PARK**

#### CERRITOS AVE FRONTAGE RD REHABILITATION PROJECT

#### PAY REQUEST MONTH ENDING: 1/31/2024 THIS PERIOD BILLING PREVIOUS BILLING TOTAL BILLING TO DATE TOTAL BID **BID ITEM** DESCRIPTION QUANTITY UMO UNIT PRICE BILLED BILLED BILLED PRICE PERIOD BILLING PERIOD BILLING PERIOD BILLING QUANTITY QUANTITY QUANTITY STORM WATER POLLUTION PREVENTION PLAN (SWPPP) BMPS 9,000.00 \$ 9,000.00 0.00 1.00 \$ 9,000.00 1.00 \$ 9,000.00 1 1 LS \$ TRAFFIC CONTROL INCLUDING COMPUTERIZED MESSAGE SIGNS, CONSTRUCTION INFORMATION SIGNS, AND STEEL PLATES \$ 53,550.00 \$ 53.550.00 0.00 1.00 \$ 53.550.00 1.00 53.550.00 2 LS REMOVE AND CONSTRUCT PCC CURB AND GUTTER PER CITY STD 202 50 0.00 154.00 \$ 11,858.00 154.00 11,858.00 LF Ś 77.00 \$ 3,850.00 Ś 3 REMOVE AND CONSTRUCT 4" THICK PCC SIDEWALK PER CITY STANDARD 208. ADJUST EXISTING PULL-BOX, WATER VALVE, AND ALL MISCELLANEOUS ITEMS IN SIDEWALK TO GRADE \$ 11.00 \$ 9,350.00 0.00 850.00 \$ 9,350.00 850.00 9,350.00 4 850 SF REMOVE AND CONSTRUCT PCC CROSS GUTTER PER OCPW STD 122-2. ADJUST TO GRADE AS NEEDED DURING CONSTRUCTION 1,400 SF Ś 27.00 \$ 37,800.00 0.00 1,375.00 \$ 37,125.00 1,375.00 Ś 37,125.00 5 REMOVE AND CONSTRUCT NEW ADA COMPLIANT WHEELCHAIR RAMP FROM BCR TO ECR WITH BLUE TRUNCATED DOME (CAST-IN-PLACE). ADJUST EXISTING PULL BOXES, WATER VALVES AND ALL MISCELLANEOUS ITEMS ON THE RAMPS TO GRADE 6,000.00 \$ 84,000.00 0.00 14.00 \$ 84,000.00 84,000.00 6 14 ΕA Ś 14.00 Ś ADJUST EXISTING WATER VALVE AND COVER TO GRADE 2,000.00 2.000.00 2 1,000.00 \$ 2,000.00 0.00 2.00 Ś 2.00 7 ΕA \$ OVER EXCAVATION (UNSUITABLE AREA) Ś 127.00 \$ 12,700.00 0.00 ¢ 0.00 \$ 0.00 8 100 CY -9 ASPHALT CONCRETE BRIDGE MIX 100 TON \$ 127.00 \$ 12,700.00 0.00 Ś 0.00 \$ 0.00 ASPHALT CONCRETE LEVELING COURSE TYPE D2 MIX (DENSE FINE) PG 64-10 (3/8" ROCK) 0.00 0.00 \$ 10 100 TON Ś 127.00 \$ 12,700.00 0.00 COLD MILL AND REMOVE 2.5" OF EXISTING AC PAVEMENT, AND REMOVE EXISTING PETROMAT PAVING FABRIC, AND PROVIDE STEEL PLATES 85,000 0.00 SF 0.37 \$ 31,450.00 84,753.00 \$ 31,358.61 84,753.00 \$ 31,358.61 Ś 11 CONSTRUCT 2.5" THICK ASPHALT CONCRETE SURFACE COURSE, TYPE III C3 PG 70-10 (1/2" ROCK) WITH FORTA-FI FIBER REINFORCEMENT OR APPROVED EQUAL 1,400 127.00 \$ 177,800.00 0.00 Ś 1,272.00 \$ 161,544.00 1,272.00 \$ 161,544.00 12 TON Ś -REMOVE AND INSTALL A NEW COMPOSITE FRAME & COVER TO GRADE PER CITY STANDARD NO. 505 & SPECIFICATION SECTION 500. INSTALL EPOXY COATING SYSTEM PER SPECIFICATION 502-2 & 502-3. PROVIDE 4" 0.00 \$ 13 OVERLAP AT EPOXY AND POLYURETHANE INTERFACE. ΕA \$ 4,000.00 \$ 32,000.00 8.00 \$ 32,000.00 8.00 \$ 32,000.00 8 ADJUST EXISTING MANHOLE TO GRADE 7 1,300.00 \$ 9,100.00 0.00 7.00 \$ 9,100.00 7.00 9,100.00 14 ΕA \$ -Ś ADJUST EXISTING CLEANOUT TO GRADE 15 1 ΕA Ś 1,000.00 \$ 1,000.00 0.00 1.00 \$ 1,000.00 1.00 1,000.00 CONSTRUCTION STAKING \$ 13,000.00 \$ 13,000.00 0.00 Ś 1.00 \$ 13,000.00 1.00 Ś 13.000.00 16 1 LS -17 INSTALL TRAFFIC LOOPS, SIGNING AND STRIPING COMPLETE PER PLAN 1 LS \$ 13,000.00 \$ 13,000.00 0.00 -1.00 \$ 13.000.00 1.00 Ś 13.000.00 Ś CONTRCT CHANGE ORDERS CCO #1 1 LEFT TURN POCKET EXTENSION - MOBILIZATION 1.00 LS 2,000.00 \$ 2,000.00 1.00 2,000.00 0.00 \$ 1.00 2,000.00 Ś Ś Ś -LEFT TURN POCKET EXTENSION - TRAFFIC CONTROL 8.860.00 0.00 \$ 1.00 8.860.00 CCO #1 2 1.00 LS Ś 8.860.00 \$ 8.860.00 1.00 -Ś LEFT TURN POCKET EXTENSION - UNCLASSIFIED EXCAVATION 8.00 CY Ś 8.000.00 8.00 ¢ 8.000.00 0.00 \$ 8.00 8.000.00 1.000.00 \$ CCO #1 3 -LEFT TURN POCKET EXTENSION - FORM & POUR 6" CURB 6,500.00 0.00 \$ CCO #1 4 65.00 LF 100.00 \$ 6,500.00 65.00 Ś 65.00 Ś 6,500.00 Ś -LEFT TURN POCKET EXTENSION - 9" BASE PAVE 6,000.00 15.00 6,000.00 0.00 \$ 15.00 6,000.00 CCO #1 5 15.00 TN \$ 400.00 \$ -Ś CCO #1 6 LEFT TURN POCKET EXTENSION - 3" GRIND & CAP 1,220.00 SF \$ 12.00 \$ 14,640.00 1,220.00 Ś 14,640.00 0.00 \$ -1,220.00 Ś 14,640.00 CCO #1 7 LEFT TURN POCKET EXTENSION - STRIPING 1.00 LS \$ 2,500.00 \$ 2,500.00 1.00 Ś 2,500.00 0.00 \$ 1.00 Ś 2,500.00 -REMOVE BID ITEM #13 8.00 EA (4,000.00) \$ (32,000.00) 8.00 (32,000.00 0.00 \$ 8.00 \$ (32,000.00) CCO #2 \$ \$ -Ś CONTRACT TOTALS 515.000.00 Ś 48.500.00 \$ 435.885.61 \$ 484,385.61

LESS 5% RETENTION	\$ 24,219.28
SUB-TOTAL	\$ 460,166.33

LESS PREVIOUS PAYMENTS	
TOTAL AMOUNT DUE THIS PROG PAY	\$ 46,075.00



Onyx Paving Company, Inc. 2890 E. La Cresta Avenue Anaheim, CA 92806 CSLB# 630360 714-632-6699 | accounting@onyxpaving.com

DATE	INVOICE #
1/31/2024	23-113-3

BILL TO			JOB ADDRE	ESS			
CITY OF BUEN 6650 Beach Blvo Buena Park, CA	d.						
PROJECT #	P.(	D. NO.	PROJECT MANAGER	FOREMAN	REP	TERMS	DUE DATE
						Net 30	3/1/2024
ITEM			DESCF	RIPTION		AI	MOUNT
Service		CERRIT PROJEC	OS AVE. FRONTAG	E ROAD REHA	ABILITATIO	N	48,500.00
Retention Less 5	5%		6 RETENTION				-2,425.00
contractor, subcontra	ctor, labo	Law (Califor rer, supplier	NOTICE rnia Code of Civil Procedure, or other person who helps to	improve your propert	ty but is		\$46,075.00
after a court hearing,	your pro	perty could b	e sold by a court officer and t	the proceeds of the sale used		ents/Credits	\$0.00
-		to satisfy the indebtedness. This can happen, even if you have paid your subcontractor, laborer, or supplier remains unpa				ce Due	\$46,075.00



**City Council Regular Meeting Agenda Report** 

### APPROVAL TO RENAME THREE CITY PARKS: SMITH MURPHY PARK, CHARLES A. LINDBERG PARK AND SAN MARINO PARK

Meeting	Agenda Group		
Tuesday, March 26, 2024, 5:00 PM	CONSENT CALENDAR Item: 4H		
Presented By	Prepared By		
Mark Sauceda, Community Services Supervisor	Mark Sauceda, Community Services Supervisor		
Approved By			
Aaron France, City Manager			

#### **RECOMMENDED ACTION**

1) Approve the renaming of Smith Murphy Park to Friendship Park, Charles A. Lindbergh Park to Bessie Coleman Park, and San Marino Park to Heroes Park.

### PREVIOUS CITY COUNCIL ACTION

At the Study Session on September 26, 2023, the City Council reviewed the recommendations from the former Parks and Recreation Commission on renaming Smith Murphy Park, Charles A. Lindbergh Park, and San Marino Park. The City Council provided direction to staff to proceed with the renaming of these three City parks to Friendship Park, Bessie Coleman Park, and Heroes Park, respectively.

#### DISCUSSION

In early 2023, Mayor Susan Sonne and Council Member Connor Traut requested discussion regarding renaming City parks after women for City Council consideration. On March 28, 2023, the City Council requested this item go before the former Parks and Recreation Commission for review and to make recommendations to the City Council for consideration. A volunteer committee was established at the Parks and Recreation Commission meeting on April 20, 2023, consisting of Commissioners Hoque and Weinstock, along with City staff. The committee was tasked with reviewing the City Council Policy No. 30 criteria, eligibility, authority, and history of the naming of all parks in the City, as well as making recommendations for renaming of certain parks.

#### Policy Statement No. 30

The naming or renaming of City structures and facilities is a powerful and permanent identity for a public place. The City reserves the naming of structures and facilities to those circumstances which tradition and practice have shown to serve interests of the residents and assure a worthy and enduring legacy for the City's public place.

#### <u>Criteria</u>

In considering any proposal to name or rename a structure or facility, the following shall be considered:

- The name shall have historical, cultural, or social significance for generations to come.
- The name shall engender a strong and positive image.
- The name shall commemorate people, places or events that are of enduring importance to the community.

#### <u>Eligibility</u>

- Naming a structure or facility in the memory of a deceased person cannot be considered until at least 12 months after the date of death. The person memorialized shall have made extraordinary accomplishments towards the overall quality of life to the community.
- Naming a structure or facility after the name of a donor may be considered when 50 percent or more of the value of the land is donated or 50 percent or more of the cost of development is donated. In such cases, the naming shall not result in the undue commercialization of the structure or facility.

As part of the assessment and evaluation process, each committee member visited all City parks, and researched prominent women leaders within the United States, including Buena Park, Orange County, and California. A survey was also conducted at one of the Parks and Recreation Master Plan workshops inviting participants to share their thoughts on renaming of City parks after women.

After careful evaluation, the committee recommendations are as follows:

- Charles A. Lindbergh Park (corner of 4th Street and Stanton Avenue) to be renamed Bessie Coleman Park. Bessie
  Coleman was an early American civil aviator. She was the first African American woman and first person of selfidentified Native American descent to hold a pilot license. The current Charles A. Lindbergh Park has an aeronauticalthemed playground structure and the committee recommended to keep the current park theme and rename it after a
  woman within the aeronautical field.
- San Marino Park (6200 San Rolando Circle) to be renamed Heroes Park, which would "Celebrate our Local Women Leaders". The focus of this park would be to recognize women leaders within the Buena Park community who have made a significant contribution in the following fields: education, first responders, civic leadership, armed forces, and athletics. The names of these women heroes will be inscribed onto a walkway featuring a new public art piece "Celebrating Women" to be located in the middle of the park.
- Smith Murphy Park (5290 Cameron Drive) to be renamed Friendship Park. This park is not recommended to be named
  after a woman or related to women. However, the committee believed that due to the park being located within an area
  with a large Korean-American population, it would be fitting to name this park Friendship Park and carry a Korean
  theme, which may include a piece of art or symbol of heritage representative of the Korean culture.

### BUDGET IMPACT

The cost of the new signs for the renamed parks will be approximately \$85,000 for five signs. The Public Works Department will return to the City Council for a budget appropriation at a later date. Any additional changes to the park design will be brought forward for City Council approval.



**City Council Regular Meeting Agenda Report** 

# BUDGET AMENDMENT TO CULTURAL PROGRAMS BUDGET FOR MEMORIAL DAY REMEMBRANCE SERVICE AND JUNETEENTH CELEBRATION

Meeting	Agenda Group
Tuesday, March 26, 2024, 5:00 PM	CONSENT CALENDAR Item: 41
Presented By	Prepared By
Jim Box, Director of Community Services	Dale Kurata, Community Services Supervisor
Approved By	]
Aaron France, City Manager	

#### **RECOMMENDED ACTION**

1) Approve a budget amendment in the amount of \$17,850 for FY 23-24 and \$17,850 for FY 24-25 to implement the Memorial Day Remembrance Service (\$6,640) and Juneteenth Celebration (\$11,210) for each fiscal year.

### PREVIOUS CITY COUNCIL ACTION

At the October 24, 2023 study session, the City Council approved the creation of a Juneteenth Celebration on June 19, 2024. At the March 12, 2024 study session, the City Council directed staff to allocate necessary resources for the 2024 Juneteenth and 2024 Memorial Day celebrations.

#### DISCUSSION

The annual Memorial Day Remembrance Service will be held on Monday, May 27, 2024, 10:00 a.m., at the Buena Park Civic Center. This event brings the community together to honor the brave men and women, who have sacrificed their lives to protect democracy, freedom and liberty. The event consists of singers, a guest speaker and a wreath ceremony. The event is presented in partnership with Buena Park service organizations.

The inaugural Juneteenth Celebration will take place at Boisseranc Park on Wednesday, June 19, 2024, from 6:00 p.m. to 9:00 p.m. This event celebrates Juneteenth, a national holiday marking the end of slavery in the United States. This event will include guest speakers, a children's area, community vendors, food trucks, and a live band performance.

In order to host both events, staff is requesting a budget amendment in the amount of \$17,850 for FY 23-24 and FY 24-25 from the General Fund to the Cultural Programs budget for part-time salaries/benefits and supplies/contract services.

#### **BUDGET IMPACT**

Staff is requesting the City Council to approve a budget amendment in the amount of \$17,850 for FY 23-24 and \$17,850 for FY 24-25 from the undesignated General Fund balance to budget for part-time salaries, benefits, and supplies and contract services associated with implementing the two events.

### Attachments

2023-10-24 CC M 5PM.pdf

9B. DISCUSS AND PROVIDE DIRECTION FOR REMOVING DISCRETIONARY APPROVAL PROCESSES TO TRANSITION TO BY-RIGHT APPROVALS FOR HOUSING DEVELOPMENT

Planning Manager Meshram provided a report regarding the removal of discretionary approval processes to transition to by-right approvals for housing development. Planning Manager Meshram discussed the differences between discretionary approval and ministerial approval; and, current Buena Park Municipal Code requirements for housing development. Moreover, Planning Manager Meshram provided a summary of state legislations for ministerial housing approval as it relates to Accessory Dwelling Units (ADUs); Housing Element; Urban Lot Split; Density Bonus; and, Objective Design Standards. The 2021-2029 Housing Element identified market, governmental, infrastructure and environmental constraints to the development of affordable housing in Buena Park. The Housing Element acknowledges that while the constraints have an effect on housing development, many of these factors are outside the control of the City. Planning Manager Meshram continued with a discussion of the Programs adopted by the Housing Element to reduce or eliminate governmental constraints by amending the discretionary approved process for development of affordable housing. As for implementation, City staff has been working with CASC Engineering to implement the discussed Housing Element programs and its objectives. Furthermore, the City adopted ordinances requiring ministerial reviews of ADUs and lot splits/two unit developments as required by state law. The City is currently not subject to SB 35 ministerial review of projects; however, is in the process of creating Objective Design Standards for all the Housing Element sites, as well as updating the Zoning Code to streamline other reviews. A public review draft is anticipated by January 2024.

The City Council asked about the other Housing Element Programs and the City Council's role in addressing its objectives; the next steps for bringing forward Buena Park Municipal Code updates on by-right approvals; clarification on Housing Element Program 15; and, conversion of hotels and motels for special needs housing and the need for ministerial review and approval.

Planning Manager Meshram explained that responsible departments for each program are notified about the progress. Therefore, no further City Council action is required at this time. Moreover, a public review draft for the new objective design standards will be available in January 2024. This report would then trigger an amendment to the Zoning Code which the Planning Commission would first review. Recommendations on a code amendment will be brought to the City Council for review and approval. In regards to Housing Element Program 15, Planning Manager Meshram explained that applicants who would want to expand their existing house would not need to go through a public hearing, but only a ministerial review and approval process. If the property owner would want to build multiple units in one lot with an existing house, the Housing Element is not specific on what is permissible on single-family residential zones. The Housing Element, however, identified sites on industrial and commercial corridors along major arterials and streets within the City. Planning Manager Meshram also discussed that the Housing Element identified a need for ministerial review and approval for senior housing and affordable housing identified in mixed-use zones.

Received and filed.

# 9C. DISCUSS AND PROVIDE DIRECTION REGARDING JUNETEENTH CITYWIDE SPECIAL EVENT

Community Services Supervisors Kurata provided a report regarding a request for a Juneteenth Citywide special event. Juneteenth is a holiday commemorating the end of slavery in the United States. It is also referred to as Emancipation Day or Juneteenth Independence Day wherein the name "Juneteenth" references the date of the holiday, combining the words "June" and "nineteenth" as it is observed annually on June 19. Supervisor Kurata discussed several cities in Orange County that celebrate Juneteenth on or around June 19. Council Member Castañeda proposed to add an additional concert at Boisseranc Park on Wednesday, June 19, 2024, separate from that of the Summer Concert Series. The Juneteenth concert festivities would celebrate the African-American community and include live music, food, and activities for everyone to enjoy. It was also proposed that this event be assigned to the Cultural Engagement Commission to develop and implement in partnership with the Community Services Department. The proposed event is estimated to cost \$13,200. Donations may be sought to offset some event costs. Nevertheless, the Community Services Department would absorb all other costs associated with this proposal.

The City Council spoke in support of the event and recommended for the Cultural Engagement Commission to reach out to Rev. Dion Thompson and Buena Park residents to engage in the development and implementation of the Juneteenth Citywide special event.

Following the discussion, the City Council assigned the Cultural Engagement Commission, with the help of the Community Services Department, to develop and implement the Juneteenth event; and, directed staff to reach out to Rev. Dion Thompson and Buena Park residents to engage in the development and implementation of the Juneteenth Citywide special event.

### 9D. DISCUSS AND PROVIDE DIRECTION ON EFFORTS TO REVITALIZE THE NORTH SIDE OF AUTO CENTER DRIVE BETWEEN STANTON AVENUE AND BEACH BOULEVARD

Director Foulkes provided a report regarding efforts to revitalize the north side of Auto Center Drive between Stanton Avenue and Beach Boulevard. The subject properties along this section of Auto Center Drive are within the Auto Center Specific Plan (ACSP) and have a General Plan land use designation of Commercial. The existing land uses consist of businesses such as a restaurant, two motels, auto detailing, tire repair, smog check and a fueling station. There are several additional commercial properties along Whitaker Street, west of Stanton Avenue, that include collision repair and auto auction businesses. There have been several discussions by the former Redevelopment Agency and the County over the last 20+ years to acquire properties along the north side of Auto Center Drive, specifically the Coral Motel and Travel Lodge (formerly the Copper Barrel Motel), for redevelopment. As part of the 2012-2029 General Plan Housing Element, all of the properties within the study session boundaries were identified as Opportunity Sites for future redevelopment with mixed-use residential development at a density of up to 60 dwelling units per acre. Once adopted, this Housing Incentive Overlay will provide development standards which will give the existing property owners greater flexibility to redevelop the site with residential uses, substantially increasing the value of the property. However, without allocating General Funds for private property revitalization efforts, the City's options to improve or revitalize this area are limited. Director Foulkes discussed two options for the City Council to consider. First option is to initiate a proactive Code Enforcement activity focusing on exterior violations. Second option is to amend the Auto Center Specific Plan to change the list of permitted uses within Sub-District A-2 to make the current use or a subset of uses, non-conforming. Based on the direction provided by the City Council, staff will take the necessary steps to either increase proactive code enforcement in this area or begin to process the required code amendments to change the list of permitted uses in the ACSP.

The City Council asked about updates on the Travel Lodge renovations; revocation of conditional use permit for operating businesses per amending the ACSP; permitted uses within Sub-District-A-2; likelihood of significant improvement in the area brought about by proactive code enforcement; and, revitalization efforts of neighboring cities' Anaheim and Stanton.

Director Foulkes indicated that Travel Lodge property was sold in 2021 and new ownership submitted plans and permits to renovate rooms and upgrade the exterior of the building which reduces its likelihood for redevelopment. Staff noticed that the new owners stopped making progress. There has been evident non-compliance with City codes. Therefore, a Code Enforcement case has been opened to address and resolve code violations. Director Foulkes also explained that the option presented is not geared towards revocation of permits but an amendment to the ACSP regarding the uses of the subject properties along the section of Auto Center Drive. If the City Council directs staff to proceed with Option 2, current uses of the businesses in that section will no longer be permitted. Businesses would then have to choose at the conclusion of the ten-year mark whether to change operations to a conforming use or be discontinued within 10-years of the date of becoming non-conforming. Moreover, Director Foulkes explained the change in the list of permitted uses within the Sub-District-A-2 if the ACSP is amended. This approach is more aggressive for it will force businesses to shut down. At the end of the ten-year period, businesses will no longer be allowed to operate. As for option 1, Director Foulkes indicated that improvement on properties will be observed immediately. Nevertheless, the same businesses will continue to operate just more maintained. City of Stanton did improvements and conversions of their motels through Project Home Key, but did not make a substantial City investment in the properties. City of Anaheim, on the other hand, adopted a specific plan for the Beach Boulevard corridor and proceeded with a very aggressive property acquisition to acquire properties.

City Manager France spoke about staff's preference. A proactive code enforcement approach is what is more appropriate at this time. However, if no improvement is observed, then staff will report back to the City Council in six months to discuss proceeding with a more drastic approach.



### ADOPT AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT; ADOPT RESOLUTIONS APPROVING VARIANCE AND SITE PLAN REVIEW; AND, APPROVE THE PURCHASE AND SALE AGREEMENT FOR A NEW HOTEL DEVELOPMENT PROJECT AT 7860 BEACH BOULEVARD

Agenda Group
PUBLIC HEARING Item: 6A
Prepared By
Matt Foulkes, Director of Community and Economic Development

#### **RECOMMENDED ACTION**

1) Adopt an Ordinance approving Development Agreement (DA-23-1) and Resolutions approving Variance (V-23-2) and Site Plan Review (SP-24-3) for the development of a six-story, 140-room hotel development at 7860 Beach Boulevard; and 2) Approve the Purchase and Sale Agreement (PSA) between the City of Buena Park and KB Acquisitions, LLC, for the sale of City-owned property located at 7860 Beach Boulevard; 3) Authorize the City Manager and City Attorney to make any necessary, non-monetary changes to the agreement; and, 4) Authorize the City Manager and City Clerk to execute the agreement.

### PREVIOUS CITY COUNCIL ACTION

- The property was acquired by the Buena Park Redevelopment Agency in 2009 and the prior motel on-site (Best Inn) was demolished in 2010.
- In March 2015, the Successor Agency sold the property to Stanford Hotel, LLC to construct and operate a 10-story, 175room hotel on the property.
- In June 2016, the City Council approved a statutory Development Agreement, which defined the Hotel Project and the Developer's obligation to develop and operate the Hotel on the Property.
- In 2020, the City Council declared the Developer in default of the Land Use Covenant and Development Agreement.
- In July 2021, the City and Stanford Hotel, LLC entered into a Settlement Agreement that resulted in the City repurchasing the property.
- The City released a Request for Proposals (RFP) to solicit proposals for the development of the property, and in September 2022, the City Council approved an Exclusive Negotiating Agreement with KB Acquisitions, LLC for the development of the property with a new hotel.

#### DISCUSSION

The project site consists of an approximately 1.45-acre parcel on the east side of Beach Boulevard, 750 ft. north of La Palma Avenue. The property is within the Entertainment Corridor Specific Plan (ECSP), Sub-District C-1a and has a General Plan Land Use Designation of Tourist-Entertainment (TE). The site is currently vacant but was previously developed with a 70room motel.

The proposed project consists of a six-story, 140-room Hilton (Home-2-Suites) hotel, parking, and supporting amenities. The narrow property frontage and irregular lot shape resulted in the hotel being designed to maximize surface level parking by constructing a podium-style building to provide parking under the building. A lower-lobby and entrance bag-drop are provided on the ground level while the main lobby, lounge, pool, and primary guest amenities are located on the second level. Floors three through six consist of guest rooms and back-of-house areas for hotel staff. The total building square footage, including the first level podium is 100,006 sq. ft. and the total building height is approximately 75 ft. to the top of the parapet. Parking is provided along the southern and western edges of the property with additional parking provided under the building for a total of 121 parking spaces. Vehicular access to the site will be from a driveway on the south side of the property fronting Beach Boulevard.

The architectural style is modern and consists of a combination of flat roof design with angled parapet and roof features. The building colors are an earth-toned palette (i.e. grey, brown, beige, and white) with small portions of bright green to highlight the hotel's branding. A variety of exterior materials and variations in wall-planes and building heights are incorporated to break up the building massing and provide visual interest. The ground level entrance, 2nd level balcony, and pool deck feature large angular canopies to provide shade and complement the building design. The proposed exterior materials include metallic panels, stucco, decorative fiber cement panels, glass, and concrete. The 2nd level pool deck will feature a glass guardrail to allow visibility from the pool deck overlooking Beach Boulevard and Knott's Berry Farm.

The site design includes approximately 11,000 sq. ft. of landscaping throughout the site. The proposed plant materials are consistent with the Entertainment Corridor palate and include a mixture of mature trees, shrubs, and groundcover. A variety of tree species are proposed along the northern and eastern property lines to provide screening for the adjacent properties in addition to a new six-foot tall decorative wall along the eastern, northern, and southern property lines.

The following entitlements are required for this project:

- Development Agreement The ECSP, land use sub-district C-1a requires a Development Agreement for hotel and entertainment uses. The Development Agreement establishes the rights and obligations of the developer and the City relating to the development of the project and secures the Developer's vested right to develop the project in accordance with the requirements of the Development Agreement and the Development Plan. The Development Agreement also provides the City with certainty that the project will be constructed according to the approved plans and in a timely manner.
- Variances As proposed, the project does not meet all the development standards contained in the ECSP. Specifically, variances are required for building height, parking, and landscape setbacks. The irregular lot shape and narrow street frontage constitute special circumstances under which variances from the Municipal Code can be granted. A parking analysis was also conducted which found that the amount of parking provided was sufficient for the hotel based on its location, anticipated occupancy, and guest profile.
- Site Plan Review A Site Plan Review application is required for new construction. The purpose of a Site Plan Review is
  to review the project's design, layout, and configuration for conformance with the Buena Park Municipal Code. The
  proposed hotel development, subject to the variances requested, has been designed to comply with the Buena Park
  Municipal Code, Building and Fire Codes. Further, the site layout and architectural design is consistent with the City's
  goals for development within the Entertainment Corridor and will not negatively impact adjacent properties.

A more detailed project description as well as a comprehensive analysis for each of the requested discretionary actions is provided in the Planning Commission Agenda report dated February 28, 2024, and the attached Resolutions and Ordinances (Attachments 1 - 6). The Planning Commission considered the requested applications at its meeting on February 28, 2024. Following a presentation from staff, testimony from the applicant and the public, and deliberation from the Planning Commission, the Commission recommended that the City Council approve the entitlements by a 4-0 vote with Chair Judeh recusing herself from the item.

### Purchase and Sale Agreement

Pursuant to the Purchase and Sale Agreement (Attachment 4), the Buyer has agreed to purchase the property for \$2,275,000, with an initial deposit of \$100,000. This purchase price is equal to the City's appraised fair market value for the property and the price listed in the RFP. Escrow will open within five days of the effective date of the Agreement and will close following the completion and recordation of specified documents to the satisfaction of the City, but in no case more than one year from the effective date. At the request of the City, the Buyer will provide the City with project financing, sources of funds and a project budget to confirm that it has adequate financial capacity to complete the project. The City has also required a Declaration of Construction Covenants and a Schedule of Performance. These documents will provide the City with reasonable assurance that construction activities commence promptly following the close of escrow, and once started, are completed in a timely manner. In the unlikely event that the Developer is unable to perform, or for any reason defaults on the terms of the Purchase and Sale Agreement, the City may exercise its option to repurchase the property or, if ownership has been vested in the lender and the lender subsequently fails to complete the project, the City may purchase the loans and manage the project to construction completion.

The developer, Kingsbarn Realty Capital (KB Acquisitions, LLC), is a multi-faceted, private real estate firm with over 112 properties in 26 states. With over \$1 billion in assets managed, their portfolio includes hospitality, multi-family and commercial developments. Their management team has extensive experience in both the development and management of hotels and have several hotel developments in California, Arizona, and Nevada.

#### **ENVIRONMENTAL ASSESSMENT**

In accordance with the California Environmental Quality Act (CEQA) Guidelines, the City has determined that the proposed project is Categorically Exempt pursuant to Section 15332. Section 15332 (Class 32) Categorically Exempts projects characterized as in-fill development meeting the following criteria:

- The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
- The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- The project site has no value as habitat for endangered, rare or threatened species.
- Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- The site can be adequately served by all required utilities and public services.

The proposed hotel is consistent with the Tourist-Entertainment General Plan land use designation and the permitted uses in the Entertainment Corridor Specific Plan, Sub-district C-1a zoning. The subject property is less than five acres in size and is surrounded by urban uses along Beach Boulevard. The site is currently vacant but was previously developed with a 70room motel and has no value for habitat for endangered or threatened species. The proposed project has been reviewed by the City and Orange County Fire Authority and, as conditioned, will not result in any significant effects on traffic, noise, air quality or water quality. Lastly, the site was previously developed with motel and is already served by all required utilities and public services.

#### **PUBLIC HEARING NOTICE**

On March 14, 2024, a notice of public hearing was posted at City Hall, Buena Park Library, and Ehlers Event Center and eight public hearing notices were mailed to property owners located within 300 ft. of the subject property. A notice of public hearing was published in the *Buena Park Independent* on March 15, 2024.

### BUDGET IMPACT

The purchase price specified in the Purchase and Sale Agreement is \$2,275,000, which will be deposited into the City's General Fund.

#### **Attachments**

- Attachment 1 CC Ordinance DA-23-1 Development Agreement\_w\_Exhibits.pdf
- Attachment 1 Exhibit B Development Plans.pdf
- Attachment 2 CC Resolution V-23-2 Variances.pdf
- Attachment 3 CC Resolution SP-24-3 Site Plan Review.pdf
- Attachment 4 Purchase Sale Agreement 7860 Beach Boulevard (Agenda Draft).pdf
- Attachment 4 Exhibit D to PSA (Kingsbarn Site Plan).pdf
- Attachment 5 PC Agenda Materials February 28, 2024.pdf

### ORDINANCE NO. \_\_\_\_\_ DEVELOPMENT AGREEMENT NO. DA-23-1

AN ORDINANCE OF THE CITY OF BUENA PARK CITY COUNCIL APPROVING DEVELOPMENT AGREEMENT NO. DA-23-1 FOR THE DEVELOPMENT OF A SIX-STORY, 140-ROOM HOTEL WITH ASSOCIATED PARKING AND SITE IMPROVEMENTS AT 7860 BEACH BOULEVARD AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SAME ON BEHALF OF THE CITY OF BUENA PARK

- A. <u>Recitals.</u>
  - (i) California Government Code § 65864 now provides, in pertinent part, as follows:

"The Legislature finds and declares that:

"(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to comprehensive planning which would make maximum efficient utilization of resources at the least economic cost to the public.

"(b) Assurance to the applicant for a development project that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development."

(ii) California Government Code § 65865 provides, in pertinent part, as follows:

"Any City may enter into a development agreement with any person having a legal or equitable interest in real property for the development of such property as provided in this article."

(iii) California Government Code § 65865.2 provides as follows:

"A development agreement shall specify the duration of the agreement, the permitted uses of the property, the density or intensity of use, the maximum height and size of proposed buildings, and provision for reservation or dedication of land for public purposes. The development agreement may include conditions, terms, restrictions and requirements for subsequent discretionary actions, provided that such conditions, terms, restrictions and requirements for subsequent discretionary actions shall not prevent development of the land for the uses and to the density or intensity of development set forth in the agreement".

(i) PBR Consulting Services, on behalf of KB Acquisitions, LLC, 2260 Corporate Circle, Suite 490, Henderson, NV 89074 ("Developer" or "Applicant") has filed planning applications to redevelop real property located at 7860 Beach Boulevard ("Site") with a six-story, 140-room hotel including 121 parking spaces ("Project"). The Developer submitted applications

Ordinance No. \_\_\_\_\_ Development Agreement No. DA-23-1 March 26, 2024 Page 2

for a Development Agreement, Site Plan Review and Variances from specified standards in the ECSP.

(ii) The Developer submitted a request to enter into a Development Agreement (DA-23-1) with the City to develop a six-story, 140-room hotel, parking and associated site improvements on property located at 7860 Beach Boulevard, in the City of Buena Park, California, (APN: 136-231-35) in the County of Orange. Hereinafter, in this Ordinance, the subject Development Agreement (DA-23-1) request is referred to as "Development Agreement". The Development Agreement, a substantive form of which is attached hereto as Exhibit "A", establishes the rights and obligations of the Developer and the City relating to the development of the Project, secures the Developer's vested right to development the Project in accordance with the requirements of the Development Agreement and the Development Plan, attached as Exhibit "B" to the Development Agreement.

(iii) Attached to this Ordinance, marked Exhibit "A" and incorporated herein by reference, is a proposed Development Agreement (DA-23-1), concerning that property located at 7860 Beach Boulevard in the City of Buena Park, and as legally described within the attached Exhibit "A". Hereinafter in this Ordinance, that agreement attached hereto as Exhibit "A" is referred to as "the Development Agreement."

(iv) The Project's potential environmental impacts were analyzed and it was determined that the project is Categorically Exempt from the provisions of CEQA pursuant to Section 15332 (In-Fill Exemption).

(v) On February 28, 2024, the Planning Commission conducted a duly noticed public hearing on the Development Agreement and other project entitlements, as required by law, and recommended (4-0) that the City Council approve said entitlements, including the Development Agreement.

(vi) On March 26, 2024, the City Council has heretofore conducted a duly noticed public hearing concerning the potential adoption of the Development Agreement and said public hearing was concluded prior to the adoption of this Ordinance.

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

B. <u>Ordinance</u>.

NOW, THEREFORE, the City Council of the City of Buena Park does ordain as follows:

<u>Section 1.</u> The City Council hereby finds that all the facts as set forth in the Recitals, Part A, of this Ordinance are true and correct and are incorporated herein by this reference.

Section 2. Based upon substantial evidence presented to the City Council during the above-referenced hearing, including written staff reports, verbal testimony, and Development Plans stamped "RECEIVED NOV. 17, 2023 PLANNING DIV." the City Council hereby finds that Development Agreement No. DA-23-1 will promote the orderly development of the project area along with the public health, safety and welfare.

Ordinance No. \_\_\_\_\_ Development Agreement No. DA-23-1 March 26, 2024 Page 3

- 1. The City Council also makes the following specific findings in support of Development Agreement DA-23-1.
  - a. The location, design, and proposed hotel development set forth in the Development Agreement and the Development Plan will be compatible with the existing and anticipated development in the vicinity and is consistent with the General Plan. The Site is designated Tourist-Entertainment in the General Plan, which focuses on the entertainment and tourist-related land uses that are unique to Buena Park. The proposed hotel development will redevelop a currently vacant property with a high-quality nationally branded hotel for guests seeking lodging in Buena Park. The Project is harmonious with the surrounding commercial development within the Entertainment Corridor and is consistent with the General Plan's desired character and expressed vision for the Entertainment Corridor Focus Area.
  - b. The Development Agreement will continue to produce an environment of stable and desirable character, will not significantly impact traffic on the surrounding streets, and will include adequate on-site circulation and pedestrian access.
  - c. The proposed project and improvements will enhance site and area aesthetics. The proposed project and improvements will be compatible with the surrounding development and will enhance site utility. Further, the Development Agreement will promote the orderly development of the project area along with the public health, safety and welfare. The Project is harmonious with the surrounding commercial development and will promote the orderly development of the Site by redeveloping a currently vacant property with a high-quality hotel development.
  - d. In conjunction with the associated Variance and Site Plan Review, the Development Agreement will conform with the City of Buena Park's General Plan and Zoning Ordinance requirements. The proposal will promote the maximum efficient utilization of the site.

<u>Section 3.</u> The City Council hereby finds and determines that the Project identified above in this Ordinance has been reviewed pursuant to CEQA and it has been determined that the project is Categorically Exempt from CEQA pursuant to Section 15332 (In-Fill). The project meets the specified criteria in Section 15332 to qualify for a Categorical Exemption.

<u>Section 4.</u> The City Council hereby adopts Development Agreement DA-23-1, the substantive form of which is attached hereto as Exhibit "A". This Ordinance is adopted under the authority of the California Government Code Section 65868 et seq. ("Development Agreement Statute") and City Council finds that the Development Agreement substantially complies with the requirements of the Development Agreement Statute.

<u>Section 5.</u> The City Council hereby authorizes and directs the Mayor and City Clerk to execute the Development Agreement DA-23-1 on behalf of the City of Buena Park forthwith upon adoption of this Ordinance, substantially in the form attached hereto as Exhibit "A".

<u>Section 6</u>. The City Clerk is hereby directed to record this Ordinance, including the fully executed form of the Development Agreement with the Orange County Recorder no later than ten (10) days following the effective date of this Ordinance.

<u>Section 7.</u> The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published in the manner required by law.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, California, do hereby certify that the foregoing ordinance was introduced and passed at a regular meeting of the City Council of the City of Buena Park held on the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

ATTACHMENTS: Exhibit A – Draft Development Agreement Exhibit B – Development Plans

EXHIBIT A – Draft Development Agreement

Record At The Request Of And When

Recorded Mail To:

Adria M. Jimenez City Clerk 6650 Beach Boulevard Post Office Box 5009 Buena Park, California 90622

### DEVELOPMENT AGREEMENT NO. DA [\_\_\_\_] CONCERNING PROPERTY LOCATED AT 7860 BEACH BOULEVARD (APN 136-231-35), BUENA PARK, CALIFORNIA

THIS DEVELOPMENT AGREEMENT (this "Agreement") is dated for reference this 9th day of April, 2024 ("Reference Date"), and is entered into by and between KB ACQUISITIONS, LLC, a Nevada limited liability company ("Developer"), and the CITY OF BUENA PARK, a California municipal corporation ("City").

### **RECITALS**

A. City is the owner of certain real property located at 7860 Beach Boulevard, Buena Park, California (APN 136-231-35), as such real property is legally described in **Exhibit "A"** hereto (the **"Property**").

B. By way of that certain Agreement for the Purchase And Sale of Real Property dated March 26, 2024 ("**Purchase Agreement**"), City has agreed to sell and Developer has agreed to buy the Property subject to, among other conditions precedent to the closing, Developer applying for and being issued by City all land use and zoning approvals needed to develop and use the Property as a hotel.

C. The Property is governed by the land use and development regulations of the Buena Park Entertainment Corridor Specific Plan ("ECSP") and the Buena Park Zoning Code ("Zoning Code"), both of which allow a hotel use of the Property provided Developer enters into and City approves a development agreement under authority of California Government Code section 65865 *et. seq.* (the "Development Agreement Law").

D. The Development Agreement Law authorizes cities, and any person with a legal or equitable interest in real property, to enter into binding a development agreement that prescribes the permissible uses and development controls for the subject property, and provides private property owners with vested rights to use and develop the subject property in accordance with the land use polices, rules and regulations existing as of the date of the development agreement.

E. Developer has submitted and City has accepted an application for all land use and zoning approvals needed to develop and use the Property for the "Project" defined hereinbelow. In furtherance of their mutual interests and the benefits offered by the Development Agreement Law the Parties desire to enter into this development agreement pursuant to the Development Agreement Law granting Developer the vested right to use and develop the Property for the Project

on the terms and conditions specified herein.

F. The City has duly satisfied all procedural and legal prerequisites to entering into this Agreement including:

1) The potential environmental impacts of the Project have been independently reviewed and evaluated by the City pursuant to the California Environmental Quality Act (Public Resources Code § 21000 *et seq.*, "**CEQA**"), and the City has determined the Project is Categorically Exempt from the provisions of CEQA pursuant to Section 15332 (Class 32 In-fill Exemption) because: the Project is consistent with the applicable general plan and specific plan designation, all applicable policies of those plans, and applicable zoning code regulations; the Property is located within City limits and is less than five acres; the Property was previously developed with a hotel and has no value as habitat for endangered, rare or threatened species; and the Project will not result in any significant effects related to traffic, noise, air quality or water quality and the site is already served by all required utilities and public services ("**CEQA Determination**").

2) On February 28, 2024, the Planning Commission for the City of Buena Park conducted the duly noticed public hearing required by Government Code Section 65867 and thereafter adopted Resolution No. DA-23-1 to: (a) approve Developer's application for a variance excepting the Project from certain development standards of the Zoning Code ("Variance"); (b) approve a Site Plan Review establishing the location of building(s) and associated improvements comprising the Project ("Site Plan Review"); and (c) recommending the City Council for the City of Buena Park ("City Council") make the CEQA Determination and approve this Agreement.

(3) On March 26, 2024, the City Council conducted the duly noticed public hearing required by Government Code Section 65867, and after considering all public comment, testimony, evidence, and other matters presented at the hearing adopted Ordinance No. \_\_\_\_\_ making certain findings and approving this Agreement in the manner specified by law.

NOW, THEREFORE, City and Developer (at times herein individually a "**Party**" and jointly the "**Parties**") agree as follows:

### **AGREEMENT**

1. <u>Definitions</u>. In addition to the terms defined in the Recitals, the capitalized terms and phrases used throughout this Agreement shall have the following meaning:

"Applicable Rules" is defined in Section 6.A.

"City Representative" is defined in Section 8.A

"Deed of Trust" is defined in Section 10.A.

"Effective Date" means the date of the recording of this Agreement in the Official Records

of the County of Orange.

"Existing Standards" is defined in Section 6.B.

"Force Majeure" means: Acts of God; unusually severe weather; enemy action; civil disturbances; wars; terrorist acts; insurrection; riots; fire; floods; earthquakes; casualties; a local, state, or federal declaration of emergency based on an epidemic or pandemic including any quarantine or other health-related orders, directives, regulations, laws or other requirements implemented in response to such epidemic or pandemic; strikes, walkouts lockouts, and other labor difficulties; regional and enduring breakdown in communication facilities, electrical service, or wireless service; failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body; or mediation, arbitration, litigation, or other administrative or judicial proceeding involving the Existing Standards or this Agreement.

"Lender" is defined in Section 10.A.

"Minor Change" is defined in Section 6.D.

"Permitted Delays" is defined in Section 9.

"Project" means and refers to development of the Property with an approximately 140-room extended stay hotel branded as a Hilton Home2Suites (or an equivalent Upper Midscale brand / chain based on the STR Chain Scales – North America and Caribbean, last updated February 10, 2018), and all associated amenities, landscaping, and other on and off-site improvements comprising the development that is described in Developer's plans and specifications on file with City and dated November 17, 2023, and will be specifically described in the Project Entitlements and final building permits issued by City.

"Project Entitlements" means and refers cumulatively to the Variance, the Site Plan Review, the CEQA Determination, and this Agreement.

"Purchase Agreement" is defined in Recital B., a true and correct of which is on file with City's Community Development Department located at 6650 Beach Boulevard, Buena Park, California 90622

"Reserved Powers" means the following specific City police powers statutorily excepted from this Agreement and which are instead reserved to the City, and include the power to enact regulations or take future discretionary actions after the Effective Date that may be in conflict with the Applicable Rules but: (1) pertain to a change in the Permitted Use requested by Developer; (2) are reasonably necessary to protect the public health and safety, and is generally applicable on a Citywide basis; (3) are necessary to protect persons or property from dangerous or hazardous conditions which create a threat to the public health or safety or create a physical risk, so long as the City Council makes findings after a noticed public hearing that: identifies the dangerous or hazardous conditions requiring such regulations; explains why there are no commercially or economically reasonable alternatives to the regulation; and explains how such

changes would alleviate the dangerous or hazardous condition; (4) are construction, engineering and design standards for private and public improvements that are applicable on a Citywide basis; or (5) are required to comply with state or federal laws and regulations (whether enacted previous or subsequent to the Effective Date).

"Schedule of Performance" is the outline of time and milestones for developing and opening of the Project that is set forth in Section 5.C of the Purchase Agreement.

"Subsequent Approvals" is defined in Section 6.C.

"Term" is defined in Section 5.

2. <u>Recitals Incorporated.</u> The introductory Recitals are true, correct, and made a material part of this Agreement.

3. <u>Binding Effect of Agreement.</u> As of the Effective Date and continuing for the entire Term, the conditions, terms and provisions of this Agreement are enforceable by the Parties as equitable servitudes affecting the Property, and the whole thereof, constituting covenants running with such Property pursuant to California law including, without limitation, Civil Code Section 1468. Each covenant in this Agreement to act or refrain from acting is for the benefit of or a burden upon the Property, and the whole thereof, run with such Property and shall be binding upon Developer and the successors and assigns of Developer during their respective ownerships of the Property, or any portion thereof. Each and every contract, deed or other instrument executed, covering or conveying the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

4. <u>Relationship of Parties.</u> Each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement, and for purposes of this Agreement the only relationship between the Parties is that of a government entity regulating the development and use of private property.

5. <u>Term of Agreement.</u> The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect expiring at 12:00 a.m. on the day that is ten (10) years after the Effective Date ("Term"); unless such Term is extended or earlier terminated in the manner permitted by the Development Agreement Law. Notwithstanding the foregoing, so long as there are no material changes to the Project and Developer is not then in material breach of this Agreement the Term shall automatically renew and extend for one term of five (5) years without notice of demand by either Party.

### 6. <u>Development and Use of the Property</u>.

A. <u>Applicable Rules</u>. Developer shall have the vested right to develop and use the Property

in the manner permitted by this Agreement, the Project Entitlements, and the Existing Standards ("**Applicable Rules**"); provided that Developer shall obtain any Subsequent Approvals required by governmental entities with jurisdiction over the Property or Project. Subject to City's exercise of its Reserved Powers, the maximum height and size of the proposed buildings, parking requirements, setbacks, development standards, provisions for reservation or dedication of land for public purposes and location of public improvements, and the design, improvement, construction and other guidelines, standards and specifications applicable to the development and use of the Property shall be those set forth in the Project Entitlements. The payment of fees associated with the construction of the Project, including land use approvals, development fees, building permits, shall be pursuant to those fees in effect as of the Reference Date.

B. <u>Existing Standards.</u> Unless expressly provided otherwise in the Project Entitlements, all substantive and procedural requirements and provisions contained in City's ordinances, specific plans, rules and regulations, including but not limited to the General Plan, ECSP, Municipal Code, or Zoning Code in effect on the Effective Date shall govern use and development of the Property ("Existing Standards").

C. <u>Subsequent Approvals</u>. In addition to the Project Entitlements, certain other permits and approvals from City or other governmental agencies with jurisdiction over the Property will be necessary for Developer to construct and operate the Project on the Property including, without limitation: demolition permits, excavation permits, grading permits, building permits, sewer and water connection permits, utility connections, and/or certificates of occupancy ("**Subsequent Approvals**"). The conditions, terms, restrictions, and requirements associated with any Subsequent Approval shall be consistent with the Existing Standards except as otherwise provided in in the Project Entitlements. City shall in good faith review, consider, and make a final determination on any application from Developer for a Subsequent Approval in a manner that is consistent with the Project Entitlements and the Existing Standards. City shall not unreasonably delay or deny Developer's application for any Subsequent Approval unless Developer is in material default of the Project Entitlements.

D. <u>Minor Changes to Project</u>. Upon written application of Developer to City, minor modifications and changes to the Project or Project Entitlements may be approved by the Director of Community Development pursuant to the interdepartmental review process set forth in of Section 19.128100 of the Zoning Code ("**Minor Changes**"). Minor Changes shall not be deemed to be an amendment to this Agreement under Government Code Section 65868, but any changes or modification to the Project or Project Entitlements other than Minor Changes shall require an amendment to this Agreement pursuant to Government Code Section 65868.

E. Changes in Applicable Rules.

1) <u>Non-Application of Changes in Applicable Rules</u>. The adoption of any subsequent applicable general or specific plan, zoning, subdivision, or building regulation after the Effective Date, or any change in, or addition to, the Applicable Rules that would, absent this Agreement, be applicable to the Property and that conflicts in any way

with or is more restrictive than the Applicable Rules shall not be applied to the Property during the Term of this Agreement, unless such changes represent an exercise of the City's Reserved Powers.

2) <u>Changes in Uniform Codes</u>. Notwithstanding any provision of this Agreement to the contrary, the Property and Project shall be subject to changes occurring from time to time in the provisions of the City's building, fire, seismic, mechanical, plumbing electrical, or similar health and safety regulations which become applicable within the City's jurisdiction, including, but not limited to, the California Building Code and other similar or related uniform codes.

3) Changes Mandated by Federal or California Law. Changes or additions to the Applicable Rules after the Effective Date shall apply to the Project or Property if and to the extent mandated by applicable California or federal law or regulations to be applied. If either Party believes that such a change or addition exists, then the applicable Party shall provide the other Party with a copy of such law or regulation and a statement of the nature of the change and any responsive action required. In the event any such changes in law or regulation prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with such changes. In the event that the application to the Project of any of the City's Reserved Powers, or any change in California or federal law or regulation, materially impact the financial viability of the Project as demonstrated by Developer based upon a showing of substantial evidence, then City and Developer agree to meet and negotiate potential modifications or revisions to this Agreement provided that any amendment (other than a Minor Change) or cancelation of this Agreement shall require compliance with Government Code Section 65868.

4) <u>Future Discretionary Approvals</u>. City shall not require Developer obtain any approvals or permits for the Project other than those permits or approvals that are required by the Applicable Rules or Reserved Powers. However, any subsequent discretionary approval initiated by Developer that change the uses, intensity, density, or building height, or decreases the lot area, setbacks, yards, parking or other development standards permitted on the Property by the Project Entitlements shall be subject to the rules, regulations, ordinances and official policies of City then in effect.

5) <u>Future Consistent Enactments</u>. City may apply any and all new ordinances, rules, regulations, plans and specifications adopted after the Effective Date to the Property provided such new rules and

regulations apply jurisdiction wide and do not conflict with the Existing Standards or Project Entitlements.

F. Timing of Development. With the exception for Permitted Delays, Developer shall commence, pursue with reasonable diligence, and complete construction of the Project in accordance with the Schedule of Performance established by the Purchase Agreement. Notwithstanding the foregoing, the Parties acknowledge that Developer cannot at this time predict when or the rate at which the Project will be developed. Developer may, in Developer's sole discretion, build the Project in phases, provided doing so is consistent with the Project Entitlements and Purchase Agreement. Decisions about the timing and phasing of construction depend upon numerous factors not all of which are within the control of Developer, such as market orientation and demand, availability of financing and competition. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), that the failure of the Parties therein to provide for the timing of development permitted a later adopted initiative restricting the timing of development and controlling the Parties' agreement, Developer and City acknowledge and provide for the right of Developer to develop the Project in an order and at a rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment, subject to any restrictions that may exist in the Project Entitlements or Purchase Agreement. Developer shall use its best efforts, in accordance with its own business judgment and taking into consideration market conditions and other economic factors influencing its business decision, to promptly commence construction of the Project after the Effective Date and proceed with construction uninterrupted until complete.

> 1) <u>Expiration</u>. This Agreement and Developer's vested right to proceed with construction of the Project in accordance with the Applicable Rules shall expire if: (a) construction of the Project is not commenced within six months of the Effective Date; or (b) if building permits expire at any time after issuance and before a final certificate of occupancy is issued for the Project.

2) Extensions. Developer may apply to City for an extension of the deadline to commence or complete construction of the Project prior to expiration of the original deadline. A first-time extension shall be granted by the Director of Community Development if the Director finds, in the exercise of reasonable discretion and based upon substantial evidence, that because of Permitted Delays the original deadline is infeasible or would create a hardship on Developer. For any additional extensions, the Planning Commission, or the City Council on appeal, may in the exercise of reasonable discretion grant an extension (or extensions) of such original deadline with each extension not exceeding one year from the original deadline if the Planning Commission, or the City Council on appeal, finds based on a showing of substantial evidence that, due to Permitted Delays, the original deadline is infeasible or would create a hardship, and such extension would not be materially detrimental to the public health, safety, and welfare in light of the facts and circumstances existing at the

time.

G. <u>Permitted Use</u>. The uses allowed on the Property, as well as the density and intensity of such uses, the maximum height and size of proposed buildings, and other terms and conditions applicable to the Property shall be those set forth in the Project Entitlements.

H. <u>Architectural Quality</u>. Developer shall develop the Project by means of materials, workmanship and overall design that will result in a product that is in accordance with the approved plans. The building materials, elevations, surfaces, design, and architectural styling of the Project shall be consistent with that of the Applicable Rules.

I. <u>Public Improvements</u>. Public improvements consisting of sidewalk and drive approaches, as set forth in the Project plans and specifications on file with City and dated November 17, 2023, 2024, shall be installed by the Developer as part of the Project. City shall reimburse Developer for all documented costs actually incurred by Developer up to the maximum sum of \$200,000.00. Developer shall comply with California labor and prevailing wage laws in completing said public improvements as a condition of reimbursement, and the terms, conditions, and Developer's receipt of such reimbursement shall be documented in a separate reimbursement agreement entered into by the Parties.

7. <u>Cooperation and Implementation by the Parties</u>. City agrees that it is bound to permit the use, intensity of use and density on the Property that are permitted by the Project Entitlements. The City hereby agrees that it will not unreasonably delay, withhold or unreasonably condition any future discretionary action or approval which may be issued by City in order for the Project to proceed, provided that Developer reasonably and satisfactorily complies with all preliminary procedures, actions, payments of fees, and criteria generally required of developers in the City. City further agrees to cooperate with Developer in Developer's endeavors to obtain permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Property or portions thereof (such as, for example, without limitation, public utilities or utility districts and agencies having jurisdiction over transportation facilities and air quality issues), so long as the cooperation by City will not require City to incur any cost, liability or expense without adequate indemnity against or right of reimbursement therefor from Developer.

### 8. <u>Review of Developer's Compliance.</u>

A. <u>Annual Reviews</u>. City shall conduct annual reviews to determine whether Developer is acting in good faith compliance with the provisions of this Agreement pursuant to Government Code Section 65865.1. The costs and expenses of each annual review conducted during the term of this Agreement shall be borne by the Party incurring the cost.

B. <u>Special Reviews</u>. In addition, the City Council may order a special periodic review of Developer's compliance with this Agreement at any time if it believes, on basis of substantial evidence, the Developer is in default of this Agreement. The cost

of such special reviews shall be borne by City, unless such special review demonstrates that Developer is in default under the provisions of this Agreement after any notice and cure period hereunder. In such cases, Developer shall reimburse the City for all out of pocket third party costs incurred in conjunction with the special review.

Procedure for Review. The City Manager, or his or her designee ("City С. Representative"), shall conduct the reviews contemplated by this Section to ascertain whether Developer has reasonably complied in good faith with the material terms and conditions of this Agreement during the period for which the review is conducted. The City Representative shall give Developer notice that any such review has been commenced, and shall give Developer at least twenty (20) days after Developer's receipt of such notice to provide such information as Developer deems reasonably relevant to such review. In addition, Developer shall furnish such documents or other information as is reasonably requested by the City Representative. During the period of Construction, City must notify Developer of the date and time City would like to enter the construction site. City must obtain permission from the Developer and Developer's contractor to enter the site and must follow all required safety protocol when on the Property. To the extent City fails to abide by any safety protocol while on the Property for any reason, the City and any Indemnitee unconditionally waive Developer's duty to indemnify and defend the City and any Indemnitee for any injury, damage, or loss under this or any other agreement.

D. <u>Result of Review</u>.

1) <u>Compliance</u>. Following such a review, the City Representative shall issue to Developer an executed certificate of compliance covering the period of such review, unless the City finds and determines, on the basis of substantial evidence, that the Developer has not complied in good faith with the terms or conditions of the Agreement.

2) Noncompliance. If, following such a review, City Representative finds and determines, on the basis of substantial evidence, that Developer has not complied in good faith with the terms and conditions of the Agreement, the City Representative shall provide notice to Developer detailing such non-compliance. Upon receipt of such notice, Developer may commence to cure the stated non-compliance in accordance with the terms of this Agreement. If Developer fails to cure the non-compliance within 120 days after receipt of such written notice (or such longer commercially reasonable period provided that Developer has commenced the cure and diligently pursues such cure) pursuant to the terms of this Agreement, City Representative shall notify the Planning Commission, which may recommend to City Council that the Agreement be terminated pursuant to the terms hereof. Developer shall have the ability to dispute any such claim of non-compliance or failure to cure at a public hearing prior to such termination.

3) <u>Effect on Default Procedures</u>. Nothing in this Section shall be interpreted to prevent City from providing Developer with a notice of default hereunder at any time, including any time other than during a periodic review under this Section.

**9.** <u>Permitted Delays</u>. Neither Party shall be deemed in default and performance shall be excuded, where delays or defaults are caused unavoidably and beyond the reasonable control of the Party seeking the delay by a Force Majeure event (each a "**Permitted Delay**"). An extension of time for any such cause shall be for the period of the Permitted Delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within sixty (60) days of the commencement of the cause. If notice is sent after such sixty (60) day period, then the extension shall commence to run no sooner than sixty (60) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City Manager and Developer. Developer's inability or failure to obtain financing shall not be deemed to be a cause outside the reasonable control of the Developer and shall not be the basis for a Permitted Delay.

### 10. Rights of Lenders Under this Agreement.

A. Should Developer place or cause to be placed any encumbrance or lien on the Property ("**Deed of Trust**"), or any part thereof, the City acknowledges the beneficiary ("**Lender**") of said Deed of Trust shall have the right at any time during the term of this Agreement and the Deed of Trust to:

1) Do any act or thing required of Developer under this Agreement, and any such act or thing done or performed by Lender shall be as effective as if done by Developer;

2) Realize on the security afforded by the Deed of Trust by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security document evidencing the Deed of Trust;

3) Transfer, convey or assign the title of Developer to the Project to any purchaser at any foreclosure sale, whether the foreclosure sale be conducted pursuant to court order or pursuant to a power of sale contained in a Deed of Trust; and

4) Acquire and succeed to the interest of Developer by virtue of any foreclosure sale, whether the foreclosure sale be conducted pursuant to a court order or pursuant to a power of sale contained in a Deed of Trust.

5) Should any Lender require or request an amendment of this Agreement with respect to the rights and remedies granted to a Lender in this Section 10, City hereby agrees to execute and deliver such an amendment so long as the proposed amendment does not materially and adversely affect the rights, powers, and remedies of the City with respect to a default by Developer hereunder.

B. <u>Notice to Lender.</u> City shall give written notice of any default or breach under this Agreement by Developer to Lender (if known by City) and afford Lender the opportunity after service of the notice to:

1) Cure the breach or default within thirty (30) days after service of said notice, where the default can be cured by the payment of money;

2) Cure the breach or default within thirty (30) days after service of said notice where the breach or default can be cured by something other than the payment of money and can be cured within that time; or

3) Cure the breach or default in such reasonable time as may be required where something other than payment of money is required to cure the breach or default and cannot be performed within thirty (30) days after said notice, provided that acts to cure the breach or default are commenced within a thirty (30) day period after service of said notice of default on Lender by City and are thereafter diligently continued by Lender.

C. <u>Action by Lender.</u> Notwithstanding any other provision of this Agreement, a Lender may forestall any action by City for a breach or default under the terms of this Agreement by Developer by commencing proceedings to foreclose its encumbrance or lien on the Project. The proceedings so commenced may be for foreclosure of the encumbrance by order of court or for foreclosure of the encumbrance under a power of sale contained in the instrument creating the encumbrance or lien. The proceedings shall not, however, forestall any such action by the City for the default or breach by Developer unless:

1) They are commenced within thirty (30) days after service on Developer of the notice described hereinabove;

2) They are, after having been commenced, diligently pursued in the manner required by law to completion; and

3) Lender keeps and performs all of the terms, covenants and conditions of this Agreement requiring the payment or expenditure of money by Developer until the foreclosure proceedings are complete or are discharged by redemption, satisfaction or payment.

11. <u>Notices.</u> Any notice required to be given by the terms of this Agreement shall be provided by certified mail, return receipt requested, at the address of the respective parties as specified below or at any other such address as may be later specified by the parties hereto.

To City:

City of Buena Park Buena Park City Hall ATTN: City Manager

	6650 Beach Boulevard Buena Park CA 90622
With Copy To:	Christopher G. Cardinale, City Attorney ALVAREZ-GLASMAN & COLVIN 13181 Crossroads Pwky North – Suite 400 City of Industry, CA 91746
To Developer:	C/o Kingsbarn Realty Capital, LLC 1645 Village Center Circle, Suite 200 Las Vegas, NV 89131 ATTN: Anthony Hama With Copy to: General Counsel

**12.** Assignment. Developer's identity, experience, and capacity to complete the Project are important to City, and except as permitted by the Purchase Agreement, prior to issuance of a final certificate of occupancy for the Project Developer shall not assign or transfer this Agreement or Property, in whole or in part, without the advance written approval of City, which City may grant or deny in the exercise of its sole and independent discretion. Upon and after the issuance of a certificate of occupancy for the Project, Developer shall have the right to sell, mortgage, hypothecate, assign, or transfer the Site to any person or entity at any time. If this Agreement is then in effect, any such transfer shall be conditioned upon the Developer causing to be executed and delivering to the City a fully executed assignment and assumption agreement in a form attached in Exhibit B and shall provide the City with written notice of the effective date of a transfer of any right, title or interest in any portion of the Property within ten (10) days after such effective date. Upon the execution and delivery of the assignment and assumption agreement, Developer shall be released from any prospective liability or obligation under the Agreement with respect to those rights, duties, obligations or interests and real property so transferred. The written assumption by the assignee of all of the obligations of Developer under this Agreement pursuant to any such transfer shall relieve Developer, without any act or concurrence by the City, of its legal duty to perform those obligations except to the extent that Developer is in default with respect to any and all obligations at the time of the proposed transfer.

13. Indemnification. Except as expressly provided in this Agreement, Developer shall, defend, indemnify and hold City and its elected officials, officers, contractors serving as City officials, agents, and employees ("Indemnitees") harmless from liability for damage and/or claims for damage for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities under California or federal law for damages caused or alleged to have been caused by reason of Developer's activities in connection with Developer's exercise and enjoyment of rights arising out of this Agreement, and which may arise from the direct or indirect actions or inactions of Developer or of Developer's contractors, agents, employees or any other persons acting or failing to act on Developer's behalf. This defense and indemnity obligation includes payment of attorney's fees and all costs of litigation. City shall have the right to select counsel of its choice. The parties hereby agree to cooperate in defending such action. City will not voluntarily assist in any such third-party challenge or take any position adverse to the Developer

in connection with such third-party challenge.

Notwithstanding the foregoing, Developer shall not be liable for, and shall not indemnify any Indemnitee(s) from any liability for damage and/or claims for damage for personal injuries, including death, and claims for property damage, and liabilities for damages to the extent caused by the intentional misconduct or gross negligence of such Indemnitee(s).

14. <u>Amendments.</u> This Agreement may be amended or canceled, in whole or in part, only by mutual written consent of the parties and then in the manner provided for in California Government Code § 65868, *et seq.*, or successor provisions thereto.

15. Enforcement. In the event of a default under the provisions of this Agreement by Developer, City shall give written notice to Developer (or its successor) by registered or certified mail addressed at the address stated in this Agreement. If such violation is not corrected to the reasonable satisfaction of City within thirty (30) days after such notice is given, or if not corrected within such reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within said thirty (30) days and must thereafter be diligently pursued by Developer), then City may, without further notice, declare a default under this Agreement and, upon any such declaration of default, City may bring any action necessary to specifically enforce the obligations of Developer growing out of the operation of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Developer of any provision of this Agreement, or apply for such other relief as may be appropriate. Before sending a notice of default in accordance with this, the party asserting that the other party has failed to perform or fulfill its obligations under this Agreement shall first attempt to meet and confer with the other Party to discuss the alleged failure and shall permit such Party a reasonable period, but not less than thirty (30) days, to respond to or cure such alleged failure.

> A. <u>Event of Default. Developer is in default under this Agreement</u> upon the happening of one or more of the following events or conditions:

> > 1) If a material warranty, representation or statement is made or furnished by Developer to City and is false or proved to have been false in any material respect when it was made;

> > 2) If a finding and determination is made by City following an annual or special review, upon the basis of substantial evidence, that Developer has not complied in good faith with any material terms and conditions of this Agreement, after notice and opportunity to cure as described in this Section 15 hereinabove; or

3) A breach by Developer of any of the provisions or terms of this Agreement, after notice and opportunity to cure as provided in this Section 15 above.

> B. <u>No Waiver of Remedies</u>. City does not waive any claim of defect in performance by Developer if on periodic review City does not enforce this Agreement. With the exceptions of Permitted Delays, nonperformance by Developer shall not be excused because performance by Developer of the obligations herein contained would be unprofitable, difficult or expensive or because of a failure of any third party or entity, other than City. Subject to the limitations expressly set forth in this Agreement, all remedies at law or in equity which are not otherwise provided for in this Agreement are available to the Parties to pursue in the event that there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

> C. City Not Liable For Damages. Except for the payment of attorney's fees in accordance with Section 16.A. this Agreement, City shall not be liable in damages to the Developer, or to any assignee, transferee or any other person, unless caused by any intentional misconduct or gross negligence of City. Otherwise, the Parties agree that in the event of a breach of this Agreement, each of the Parties hereto may pursue the following: (a) specific performance: (b) suits for declaratory or injunctive relief; (c) suits for mandamus or special writs; or (d) cancellation of this Agreement. The Parties hereby warrant that each enters into this Agreement with the understanding that if the City defaults on its obligations under this Agreement due to an action taken by the electorate of the City in the exercise of the reserved powers of citizen initiative and referendum, this Agreement shall be modified or suspended to the extent required by California Government Code Section 65869.5 and the Developer's right to seek specific performance, a writ of mandate, or other mandatory relief shall be limited by such force as the action taken by the electorate may have in light of state law as determined by any court of competent jurisdiction, in which case the Developer's principal remedy shall lie in reformation of this Agreement.

### 16. Miscellaneous Terms.

A. <u>Attorneys' Fees</u>. In any court proceedings arising from the enforcement or to interpret this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees and experts' fees incurred during the proceeding (including appeals) as may be fixed within the sound discretion of the court.

B. <u>Binding Effect.</u> This Agreement shall bind, and the benefits and burdens hereof shall inure to, the respective Parties hereto and their legal representatives, executors, administrators, successors and assigns, wherever the context requires or admits.

C. <u>Applicable Law and Venue.</u> This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for any action or litigation brought for breach or to enforce any provision of this Agreement shall be the Superior Court of the County of Orange, California. D. <u>Partial Invalidity</u>. If any provisions of this Agreement is be deemed to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. In the event of any litigation challenging the effectiveness of this Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending, unless otherwise ordered by the court.

E. <u>Recordation</u>. This Agreement shall be deposited into the escrow established by the Purchase Agreement within ten (10) business days following adoption of the Ordinance, and as instructed in the Purchase Agreement shall be recorded on the Property at the closing of said escrow as a condition precedent to the closing. Upon the expiration of the terms of this Agreement, upon the request of the Developer, City will execute and deliver to Developer, in recordable form, an instrument confirming that the provisions of this Agreement have expired.

F. <u>Time of Essence</u>. Time is of the essence in every provision hereof in which time is a factor.

G. <u>Integrated Agreement.</u> This Agreement consists of this Agreement together with all Exhibits attached hereto, and referenced documents, and all of the same are hereby incorporated herein by reference. The provisions of this Agreement shall govern over any inconsistent or conflicting provisions set forth in the Exhibits or incorporated documents, or in any other agreement between the parties. No representation or promise, verbal or written, not expressly set forth herein shall be binding or have any force or effect.

IN WITNESS WHEREOF, this Agreement has been executed by the parties and shall be effective on the Agreement Date set forth hereinabove.

CITY OF BUENA PARK,

a Municipal Corporation

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

Mayor

ATTEST:\_\_\_\_\_

Adria M. Jimenez, City Clerk City of Buena Park

Approved as to form:

City Attorney [remaining signatures on following page]

	By:
	(Developer)
Dated:	By:
Dated:	By:

### Exhibit A LEGAL DESCRIPTION

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

PARCEL 1:

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, IN TOWNSHIP 4 SOUTH , RANGE 11 WEST, IN THE RANCHO LOS COYOTES, AS SHOWN ON MAP THEREOF RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE LAND DESCRIBED AS PARCEL 1 IN THE DEED TO MT. SPINDLE, AND OTHERS, RECORDED MAY 01, 1961 IN BOOK 5707, PAGE 855 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THENCE NORTH 89° 42' 22" EAST 300 FEET; THENCE NORTH 0° 12' 50" WEST 45 FEET, THENCE 89° 42' 22" EAST 100 FEET TO THE WESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO M.T. SPINDLER RECORDED JULY 13, 1961 IN BOOK 5783, PAGE 318 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THENCE NORTH 89° 42' 22" EAST 20 FEET TO THE NORTHEAST CORNER OF LAST SAID SPINDLER LAND; THENCE SOUTH 0° 12' 50" EAST 125 FEET ALONG THE EAST LINE OF LAST SAID LAND OF SPINDLER AND THE EAST LINE OF SAID LAND OF SPINDLER RECORDED MAY 01, 1961 TO THE SOUTHEAST CORNER OF SAID SPINDLER LAND RECORDED MAY 01, 1961, SAID POINT BEING ALSO THE NORTHEASTCORNER OF THE LAND DESCRIBED AS PARCEL 2 IN SAID DEED TO SPINDLER RECORDED MAY 01, 1961; THENCE SOUTH 89° 42' 22" WEST 420 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE NORTH 0° 12' 50" WEST 80 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY A DEED RECORDED AUGUST 27, 1998 AS INSTRUMENT NO. 98-570962 OF OFFICIAL RECORDS.

PARCEL 2:

THE SOUTHERLY 60 FEET OF THE WESTERLY 499.70 FEET OF THE NORTHERLY 585 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, IN TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

EXCEPT THE WESTERLY 80 FEET THEREOF.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY A DEED RECORDED AUGUST 27, 1998 AS INSTRUMENT NO. 98570962 OF OFFICIAL RECORDS.

APN: 136-231-35

### Exhibit B

### FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY CITY CLERK OF THE CITY OF BUENA PARK (Exempt from Recording Fees Pursuant to Government Code Section 27383) AND WHEN RECORDED MAIL TO:

### ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO f FOR [\_\_\_\_]

 THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "Assignment") is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_, by and between\_\_\_\_\_, a \_\_\_\_\_ ("Assignor") and \_\_\_\_\_\_("Assigner").

### RECITALS

A. \_\_\_\_\_\_, a \_\_\_\_\_ and the City of Buena Park, a California charter city and municipal corporation of the State of California (the "**City**"), entered into that certain Development Agreement (the "**Agreement**") dated as of \_\_\_\_\_\_, 20\_\_\_ for reference purposes, with respect to certain real property owned by Assignor, as such property is more particularly described in the Agreement (the "**Property**"). The Agreement was recorded in the Official Records of the Orange County on \_\_\_\_\_\_ as Document No. \_\_\_\_\_.

B. The Agreement provides that, subject to the terms and requirements set forth therein, Developer (Assignor) has the right to: (i) transfer all or a portion of the Property, (ii) assign all of its rights, title, interest and obligations under the Agreement to a transferee with respect to the portions of the Property transferred to the transferee, and (iii) upon the execution and delivery of an approved Assignment and Assumption Agreement, to be released from any prospective liability or obligation under the Agreement with respect to those rights, duties, obligations or interests and real property so Transferred, except as otherwise provided in the Agreement.

C. Assignor intends to convey certain real property as more particularly identified and described on <u>Exhibit A</u> attached hereto (hereafter the "**Transferred Property**") to Assignee. The Transferred Property is subject to the Agreement.

D. Assignor desires to assign and Assignee desires to assume Assignor's right, title, interest, burdens and obligations under the Agreement with respect to and as related to the Transferred Property, as more particularly described below.

### ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. <u>Defined Terms</u>. Initially capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Agreement.

2. <u>Assignment of Agreement</u>. Assignor hereby assigns to Assignee, effective as of the later of (i) Assignor's conveyance of the Transferred Property to Assignee or (ii) the date on which City receives a copy of the fully executed Assignment and Assumption Agreement, all of the rights, title, interest, burdens and obligations of Assignor under the Agreement with respect to the Transferred Property (the "Assigned and Assumed Obligations"). Assignor retains all the rights, title, interest, burdens and obligations under the Agreement with respect to (i) the Transferred Property that are not Assumed and Assigned Obligations and (ii) all other portions of the Project Site owned by Assignor.

3. <u>Assumption of Development Agreement</u>. Assignee hereby assumes, effective as of Assignor's conveyance of the Transferred Property to Assignee, all of the Assigned and Assumed Obligations with respect to the Transferred Property and agrees to observe and fully perform, and to be subject to, all of the Assumed and Assigned Obligations. The parties intend that, upon the execution of this Assignment and conveyance of the Transferred Property to Assignee, Assignee shall become the "Owner" under the Agreement with respect to the Transferred Property and the Assigned and Assumed Obligations.

4. <u>Reaffirmation of Indemnifications</u>. Assignee hereby consents to and expressly reaffirms any and all indemnifications of the City set forth in the Agreement, including without limitation Section \_\_\_\_\_ of the Agreement.

5. <u>Binding on Successors</u>. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

6. <u>Notices</u>. The notice address for Assignee under Section \_\_\_\_\_ of the Agreement shall be:

Attn:			

With copy to:

Attn:

7. <u>Counterparts</u>. This Assignment may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

8. <u>Governing Law</u>. This Assignment and the legal relations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to its principles of conflicts of law.

IN WITNESS HEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR: [insert signature block]

### ASSIGNEE:

[insert signature block]



# BASIS OF DESIGN

THE CONTRACTOR SHALL CONFORM TO ALL CODES, ORDINANCES, ETC., WHICH HAVE JURISDICTION OVER THE WORK. THE CONTRACTOR SHALL RETAIN RESPONSIBILITY FOR COMPLIANCE WITH THE LATEST REVISIONS OF ALL OTHER APPLICABLE CODES AND ORDINANCES, INCLUDING THE FOLLOWING:

- CITY OF BUENA PARK, MUNICIPAL CODE AS AMENDED (BPMC) • 2015
- 2022 CALIFORNIA BUILDING CODE, TITLE 24 C.C.R.
- CALIFORNIA ELECTRICAL CODE, TITLE 24 C.C.R • 2022 CALIFORNIA MECHANICAL CODE, TITLE 24 C.C.R • 2022
- CALIFORNIA PLUMBING CODE, TITLE 24 C.C.R • 2022
- 2022 CALIFORNIA FIRE CODE, TITLE 24 C.C.R
- CALIFORNIA ENERGY CODE, TITLE 24 C.C.R • 2022
- CALIFORNIA GREEN BUILDING STANTDSARD CODE, TITLE 24 C.C.R 2022
- CALIFORNIA EXISTING BUILDING CODE, TITLE 24 C.C.R • 2022

# CODE ANALYSIS

SEE SHEET A0.01

RCHITECTURE • PLANNING • INTERIOR DESIGN

Dean Martin Drive , Las Vegas, NV. 89103 ph:702.878.0000 fax:702.878.843

	SYMBOLS	& LEGEN	1D	
FLOOR PL	AN			DRAWING TITLE
SCALE: 1/8" = 1'-0"				DRAWING SCALE
XX			_	DETAIL TITLE
SCALE: X				DETAIL SCALE
DRAWING NO. SHEET NO.	BUILDING SECTION REFERENCE		WINDOW NO.	WINDOW REFERENCE
DRAWING NO.	BUILDING WALL	1 1	KEYNOTE NO	KEYNOTE REFERENCE
SHEET NO.	SECTION REFERENCE		KEYNOTE NO	EQUIPMENT OR FURNISHING REFERENCE
SHEET NO.	DETAIL REFERENCE		WALL NO.	INDIVIDUAL INTERIOR WALL ELEV. REFERENCE
- WALL TAG	WALL TYPE REFERENCE	BOTTOM	ROOM NAME	ROOM REFERENCE
WALL NO. X DET/SHT NO.	INTERIOR ELEVATION KEYS	$\sim$	ROOM NUMBER	
У SHT. 0'-0"	DATUM		DRAWING NUMBER	EXTERIOR ELEVATION
FF ELEV	REFERENCE		SHEET NO.	REFERENCE
DOOR NO.	DOOR REFERENCE		REVISION NO.	REVISION
			CLOUD INDIC/ REVISED POR	
			FINISH CODE NUMBER	FINISH REFERENCE
W E S T A WESTAR Architectural Group/Neva	R da, Inc.		GRID LINE NO	GRID LINE REFERENCE

#### PROJECT NAME: HOME 2 SUITES - BUENA PARK, CALIFOI NEW CONSTRUCTION OF A 6-STORY HO PROJECT DESCRIPTION: LAUNDRY, FITNESS ROOM, SWIMMING F PROJECT ADDRESS: 7860 BEACH BLVD BUENA PARK, CALIFORNIA 90620 136-231-35 1.45 ACRES [64,170 SF] 18ED '-0" OF FRONT YARD ALONG BEAC LOT COVERAGE: 34.6 PERCENT (LARGEST FLOOR AREA LANDSCAPE AREA: 15.3 PERCENT (LANDSCAPE AREA 9,812 VACANT LAND PROPOSED USE: HOTEL & PARKING ECSP; ENTERTAINMENT CORRIDOR SPE CITY OF BUENA PARK, CALIFORNIA A-2 MEETING ROOMS, GROUP EATIN A-3 FITNESS, SWIMMING POOL DECK F-1 LAUNDRY R-1 HOTEL S-2 OPEN PARKING GARAGE, STORA NUMBER OF STORIES: TOTAL OF 6 STORIES COMPRISED OF -STORY 1 (PODIUM, TYPE I-A) - GRADE LEVEL STORY 2 (TYPE III-A)- UPPER LOBBY, DINING, STORY 3 TO 6 (TYPE III-A) - GUEST ROOMS PROPOSED BUILDING 74'-7" TOP OF PARAPET 71'-1" (FROM GRADE PLANE TO AVERAGE ROOF SUF 80'-9" (FRONT TOWER - FROM GRADE PLANE TO TOP 82'-0" (ROOF POP-OUTS - FROM GRADE PLANE TO TO

ALLOWABLE: BUILDING HEIGHT: **BUENA PARK ORDINANCE - 67.5 FEET** CONDITIONAL USE PERMIT) CBC TABLE 504.3 - 85.0 FEET BUILDING STORIES: BUENA PARK ORDINANCE - 4 STORIES CBC TABLE 504.4 - 1 STORY PODIUM V BUILDING AREA: BUENA PARK ORDINANCE - UNDEFINED CBC TABLE 506.2 - BLDG 1-GARAGE - UNLIMI

BLDG 2 - HOTEL - 84,000 S 74'-7" (FINISHED GRADE TO TOP PARAPET)

71'-1" (FROM GRADE PLANE TO AVERAGE RO BUILDING STORIES - 6 TOTAL (1 - STORY

### OWNER

PARCEL APN:

SIDEWALK

DEDICATION:

EXISTING USE:

JURISDICTION

OCCUPANCY

ZONING;

GROUP:

HEIGHT:

PROPOSED:

SITE ACREAGE:

KINGSBARN REALTY CAPITAL, LLC 1645 VILLAGE CENTER CIRCLE, SUITE 200 LAS VEGAS, NEVADA 89134 MAIN PHONE: (702) 410.5225

#### OWNER REPRESENTATIVE MR. JONAS PAYNE

22260 CORPORATE CIRCLE, SUITE 490 LAS VEGAS, NEVADA 89074 MAIN PHONE: (702) 882.6711

DIRECTOR OF CONSTRUCTION CONTACT: JONAS PAYNE EMAIL: <u>JPAYNEPBR@COX.NET</u>

#### ARCHITECT OF RECORD WESTAR ARCHITECTURAL GROUP/NEVADA INC. 4052 DEAN MARTIN DRIVE LAS VEGAS, NV 89103

MAIN PHONE: (702) 878.0000 | FAX (702) 878.8430 |

PATRICK KLENK, AIA, LEED AP.

CONTACT: PATRICK KLENCK, PRINCIPAL-IN-CHARGE EMAIL: PKLENK@WAGNARCHITECTS.COM

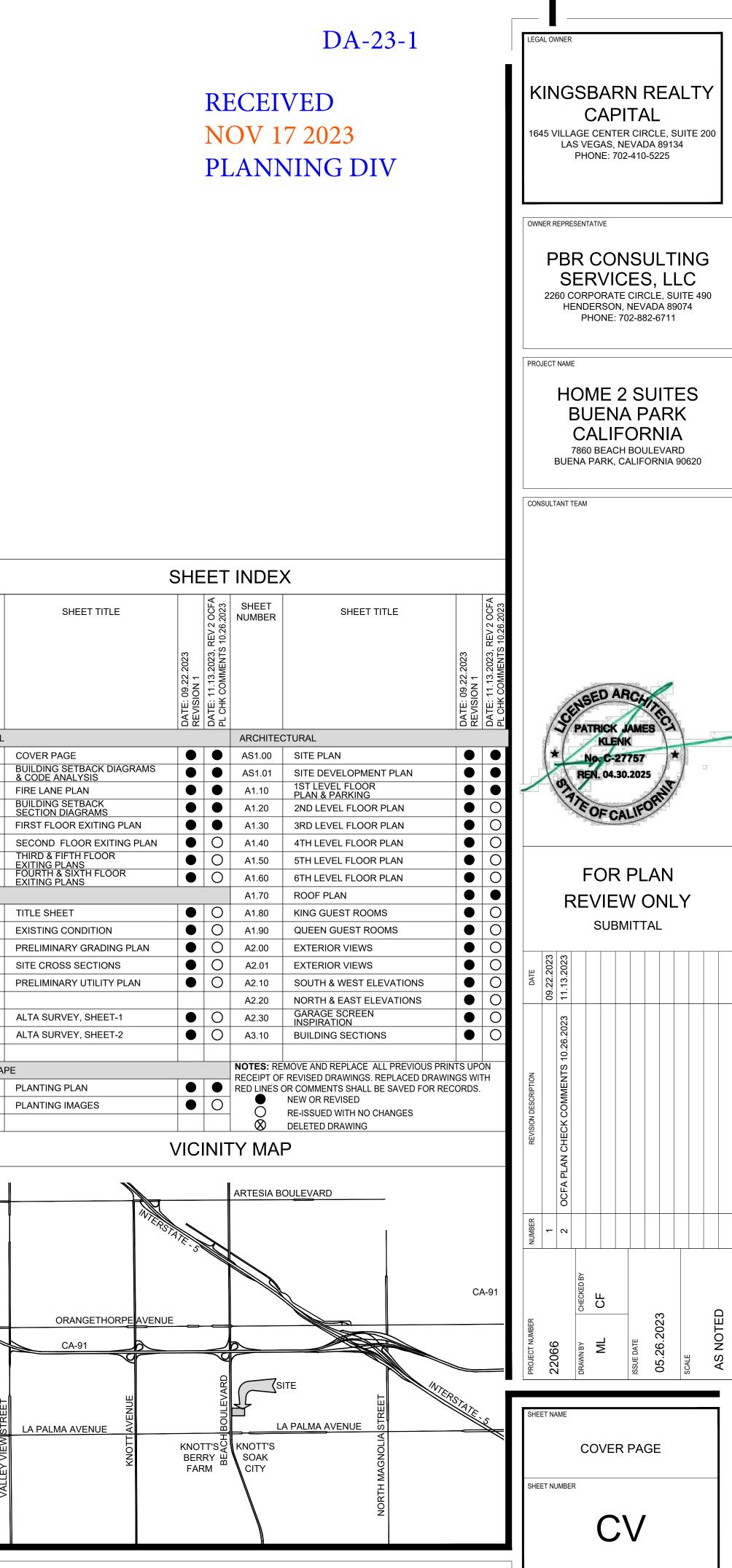
CONTACT: CHERYL FELSKE, PROJECT MANAGER EMAIL: CFELSKE@WAGNARCHITECTS.COM

# **HOME 2 SUITES, BUENA PARK** 7860 BEACH BLVD. BUENA PARK, CALIFORNIA 90620

# PROJECT DATA

RNIA		BUILDING AREA -	BLDG 1 - GARA	AGE: 20,553 SQUAR	E FEET	SHEET
OME 2 SUITES HOTEL WITH DINING AREA, MEETING AREA, POOL AND GUESTROOMS.			BLDG 2 - HOTE TOTAL	EL: <u>79,453 SQUAR</u> 100,006 SQUAR		NUMBER
	TYPE OF CONSTRU			) BBY/EQUIPMENT/ (		
		TYPE I-A - 1 <sup>01</sup> LEVE TYPE III-A - 2 <sup>ND</sup> THO	UGH 6 <sup>TH</sup> LEVEL FOI	R HOTEL	PENPARNING	
	FIRE RESISTIVE					
22,198 SF/LOT AREA OF 64,170 SF) 2 SF/LOT AREA OF 64,170 SF)	RATINGS:	FIRE RESISTIVE RATING	G REQUIREMENTS F		IENI	
	BUILDING ELE STRUCTURAL		REQUIRED 3	REQUIRED		
ECIFIC PLAN)	BEARING WAL		3	I		GENERA
	EXTERIO		3	2		CV
NG AREAS		WALLS AND PARTITIONS	•	·		A0.01
K	EXTERIO		0 0	0 1		A0.02
	FLOOR CONS	TRUCTION	2	1		A0.03
AGE	ROOF CONSTI	RUCTION	1-1/2	1		A0.10
	FIRE SPRINKLER:	HOTEL - FIRE SPRINKLE OPEN PARKING AREA L				A0.20
PARKING, LOWER LOBBY, FITNESS ROOM, EQUIPMENT ROOMS		OPEN PARKING AREA (		RE SPRINKLERED I		A0.30
POOL, LAUNDRY, GUEST ROOMS	FIRE ALARM:	FIRE ALARM ALL OCCU	PIED AREAS			A0.40
	PARKING CALCULA	ATIONS:				CIVIL
		PARKING SPACE DEMA	ND: 181 SPACES P	ER		1
RFACE OF THE BUILDING) P OF ROOF)		BASED ON INFORMATIC STRAFORD HOTEL TRA				2
OP OF ROOF)		TABLE 19.536.040 - 1 SF	,			3
		REDUCTIONS:				4
REAR ADJACENCY/112 FEET FRONT HORIZONTAL DISTANCE (WITH		HOTEL AMENITIES - NO SHARED ANALYSIS - PE		- 41 SPACES - 19 SPACES		5
6/45 FEET OR MORE WITH CONDITIONAL USE PERMIT		TOTAL REQUIRED:		121 SPACES		1
WITH 5 STORIES ABOVE	PARING SPACE PR	OVIDED:		120 SPACES		2
			TND ADA	COMPACT	TOTAL	
IITED SQUARE FEET	GRADE LEVEL PAR - GRADE LEV		67 0	0	67	LANDSC
SQUARE FEET	<u>- GRADE LEV</u> TOTAL GRADE LEV		0 <u>5</u> 75	<u> </u>	<u>54</u>	L.01
OF SURFACE OF THE BUILDING)	$\sim$	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	~~~~~		L.02
Y PODIUM, 1 - MIXED USE, 4 - RESIDENTIAL)	ACCESSIBLE PARK LOADING SPACE:	ING PROVIDED 5	(4-STANDARD	/ 1-VAN)	$\rightarrow$	
	hunn	SEE AS1.01		·····		
DESIGN TEAM / CON	SULTANTS					
CONSULTING ARCHITECT		WNER CONSULTANT	•		AL ENGINEER	
<b>G2 - GRIGGS GROUP INC.</b> 1500 NORTHWOOD DRIVE, SUITE 208	<b>RA SMITH</b> 8911 RESEARCH				IDMILL LANE, SUITE 100	
HURST, TEXAS 76054-3644	IRVINE, CALIFOR	NIA 92618			GAS, NEVADA 89123	
MAIN PHONE: (817) 285.7801	MAIN PHONE: (94	9) 242.8044		MAIN PI	HONE: (702) 896.1100	
CONTACT: GLENN GRIGGS EMAIL: GGRIGGS@GRIGGS-GROUP.COM		ROBLES P.E., PROJEC		CONTA	CT: FRASER SMITH	
	EMAIL: ERIC.ROB	BLES@RASMITH.COM	<u>_</u>		FRASER.SMITH@IMEGCORP.COM	
CONTRACTOR - COMPETITIVE BID TBD	CONTACT: CHRIS	S BRATTY ATTY@RASMITH.COI	M			
					AL/PLUMBING/ELECRICAL ENGINEER	
INTERIOR DESIGN SERVICES WESTAR ARCHITECTURAL GROUP/NEVADA INC.	LANDSCAPE SLALAND ARCHI	TECTS			GHRIDGE WAY	
4052 DEAN MARTIN DRIVE	1700 WEST HORIZ	ZONTAL RIDGE PARK	WAY, SUITE 203		CO CANYON, CA 92679	
LAS VEGAS, NV 89103 MAIN PHONE:  (702) 878.0000   FAX (702) 878.8430	HENDERSON, NE MAIN PHONE: (70			MAIN PH	DNE: (949) 742.6785	
PAUL HERETAKIS, RA				CONTAC	T: PATRICK LEM, PROJECT MANAGER	
	CONTACT: CASSI EMAIL: <u>CASSIEG(</u>	IE GRIMES @SLALANDARCHITEC	CTS.COM	EMAIL: P	ATRICKLE@MEPGREENDESIGNS.COM	
CONTACT: PAUL HERETAKIS VICE-PRINCIPAL-IN-CHARGE	CONTACT: CARY			CONTAC	T: MIKE HUYUH	
PHERETAKIS@WAGNARCHITECTS.COM		L DAVIES )SLALANDARCHITEC	TS.COM	PROJECT	MANAGER ASSIST.	
CONTACT: CHERYL FELSKE, PROJECT MANAGER				EMAIL: <u>M</u>	IKEHUYNH@MEPGREENDESIGNS.COM	
EMAIL CFELSKE@WAGNARCHITECTS.COM				GROUP E	MAIL: MEP@MEPGREENDESIGNS.COM	

**GEOTECHNICAL ENGINEER - OWNER CONSULTANT** TBD

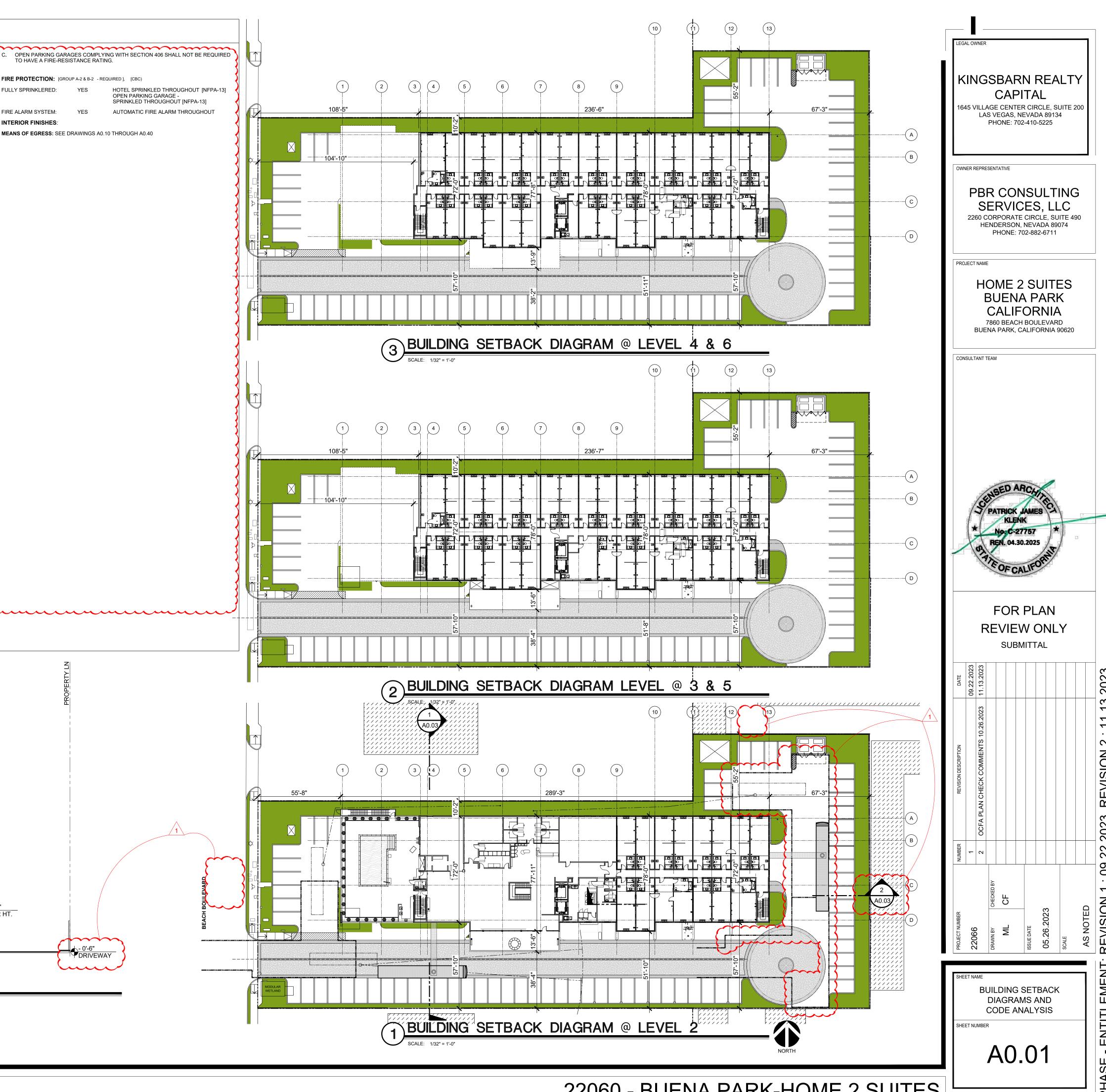


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22060 - BUENA PARK-HOME 2 SUITES

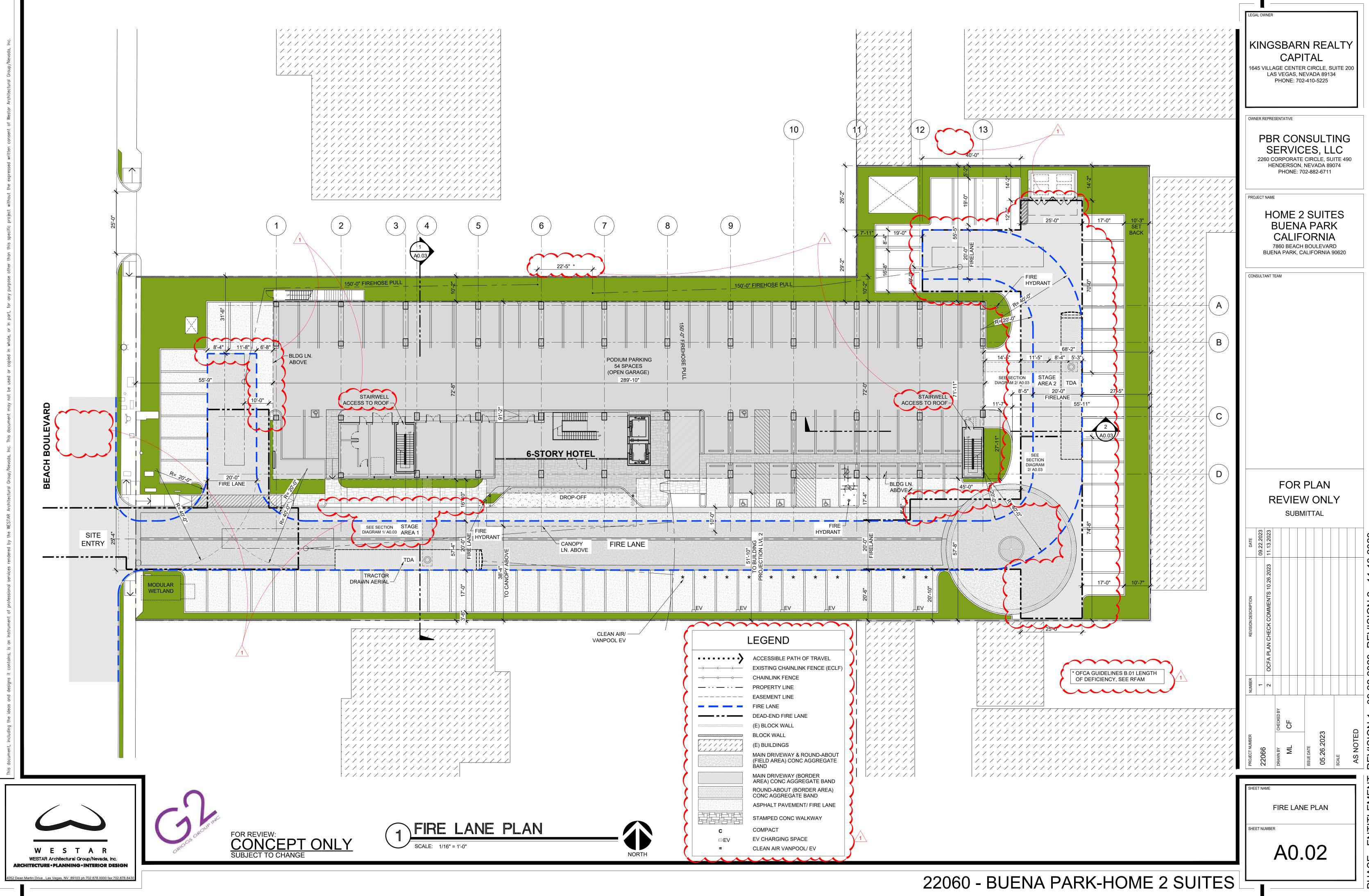
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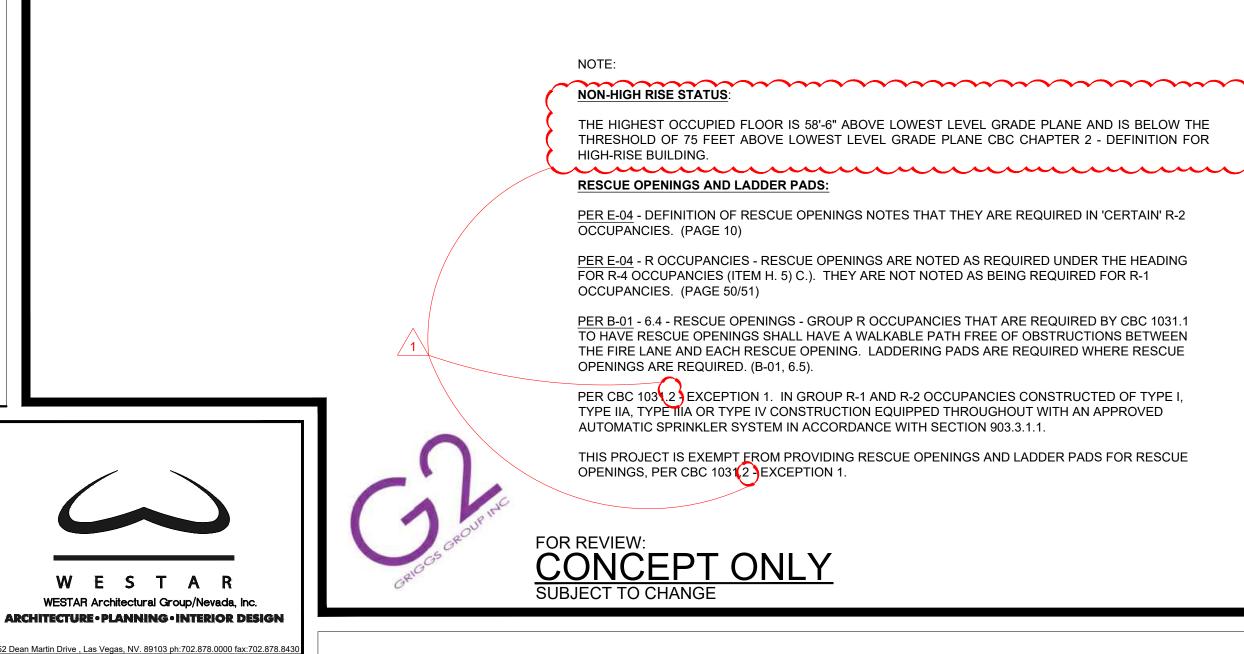
MAIN OCCUPANCY CLASSIFICATION:				$FORMIII \Delta \cdot \Delta =$	[ A <sub>T</sub> + (NS X L <sub>F</sub> )]		-			
MAIN OCCUPANCY - BUILDING 1: S-2-0 MAIN OCCUPANCY - BUILDING 2: R-1-1	OPEN PARKING GARAGE, STO HOTEL	ORAGE		TOTAL		A	В	F-1	R-1	
SUB-OCCUPANCY WITHIN THE BUILDING GROUP A-2 - ASSEMBLY-LOBBY, MEE	ETING ROOMS. EATFRY	(CBC 303.3)	AC	TUAL LEVEL 2 P0 22,915	DDIUM	9015	1710	6095	6095	
GROUP A-2 - ASSEMBLT-LOBBT, MEE GROUP A-3 - ASSEMBLY-FITNESS, PO GROUP B - BUSINESS	,	(CBC 303.3) (CBC 303.4) (CBC 304.1)	AT NS		E PER TABLE 506.2- 506.2	42,000 14,000	85,500 28,500	57,000 19,000	72,000 NP	
GROUP F-1 - LAUNDRY GROUP R-1 - HOTEL		(CBC 304.1) (CBC 306.2) (CBC 310.2)	L	PER TABLE		0	0	0		
GROUP S-2 - OPEN PARKING GARAG	GE, STORAGE	(CBC 310.2) (CBC 311.3)	NS A	S X L <sub>F</sub> A <sub>T</sub> + (NS X	LF)	0 42,000	0 85,500	0 57,000	72,000	6 7
PLICABLE SPECIAL REQUIREMENT DTOR-VEHICLE-RELATED OCCUPAN				RATIO: AC .41 < 1	TUAL / ALLOWABLE	.21	.02	.10	.08	1
OUP R-1 OCCUPANCY:	(CBC 420)			ALLOWABI MOST RES LEVEL 2 - F	TRICTIVE	42,000				
UILDING HEIGHTS & STORIES: [CBC, PECIAL PROVISIONS PER CBC 504.1.2 AI	-			MIXED-OCCUPAN		N BUILDING	AREA	(CBC 506.2.2)		
ALLOWABLE BUILDING HEIGHT AN	(-	3C 504.3 AND 504.4)		BASED ON SECTION S						
A-2/A-3 YPE OF CONSTRUCTION III-A	<b>B F-1</b> III-A III-A	<b>R-1</b> III-A	<b>S-2</b> I-A	LEVEL 2 PODIUM	ACTUAL 22,915 14,175	ALLOWABLE 42,000 42,000	.54 .33			
LLOWABLE HEIGHT * 85 F F:504.3]	85 FT 85 FT	85 FT	UL	LEVEL 3 - HOTEL LEVEL 4 - HOTEL LEVEL 5 - HOTEL	14,175 14,094 14,175	42,000 42,000 42,000	.33 .33 .33			
ALLOWABLE STORIES * 4 T:504.4]	6 4	5	UL	LEVEL 5 - HOTEL LEVEL 6 - HOTEL <b>TOTAL 79,453</b>	14,175 14,094	42,000 42,000	.33 .33 1.86			
LLOWABLE AREA 42000 SF S, (WITHOUT AREA INCREASE)	85000 SF 57000 SF	72000 SF	UL SF	TOTAL 79,453 508.3.2 ALLOWABLE - MAX		42,000 X 2 <b>84,000</b>	1.86 1.86 < 2 *			
POSED OVERALL BUILDING HEIGHT:				BUILDING RATIO:	79453 / 84000 =					
BLDG 1 - OPEN PARKING GARAGE - BLDG 2 - HOTEL -	5'-0" 67'-0"			SPECIAL PROVIS				LY -		
OTAL BUILDING HEIGHT: BLDG 1 & BLD					NSTRUCTION:					
OPOSED STORIES:				BLDG 1 - OP BLDG 2 - HO	EN PARKING GAR TEL		1: TYPE-IA - [S-2 -IIIA- [R-1 / 5 ST			
BLDG 1 - OPEN PARKING GARAGE - BLDG 2 - HOTEL -	ONE (1) (MODIFIED-C FIVE (5) (MODIFIED-C			PARKING BENEA	TH GROUP R		(CBC 510.04)			
TOTAL STORIES - BLDG 1 & BLDG 2 = <b>DOF TOP STRUCTURES</b> : COMPLY V	SIX (6) WITH CBC 504.3 EXCEPTIOI	N AND CBC 1510	).2.4.	TYPE OF CC	NSTRUCTION BEI		R: TYPE 1A		E THE PARKI	ING
				PODIUM.			UUT.T IU IVIE#			
JILDING AREA: JILDING 1: OPEN PARKING GARAGE & 、	JUMP LOBBY		4.	TYPE OF CONS BLDG 1 - OP	<b>FRUCTION:</b> EN PARKING GAR		[CBC, CHAPTER I: TYPE - IA	6]		
VEL 1 - UNLIMITED - ACCESSORY USES GARAGE AND STORAGE OCCUPANC				BLDG 2 - HO		TYPE				
JUMP LOBBY OCCUPANCY: A-3. B. F-1				FIRE RESISTANC	E RATING ANALYS TYPE			1]		
ACTUAL SQUARE FOOTAGE: 20,55 ALLOWABLE SQUARE FOOTAGE: UNLI				BUILDING ELEME	NT REQU	IA TYPE IRED <u>REQU</u> 1				
ILDING 2: HOTEL				STRUCTURAL FR BEARING WALLS		·				
VEL 2 - PODIUM MIXED-OCCUPANCY:	: A-2; A-3; F-1; B; R-1 - NON- - ACCESSORY USES	-SEPARATED US	ES	EXTERIOR INTERIOR	3 3	2 1				
VEL 4 - HOTEL OCCUPANCY: R-1	- ACCESSORY USES - ACCESSORY USES			NON-BEARING W	0	ONS 0				
	- ACCESSORY USES			INTERIOR FLOOR CONSTRU	0 CTION 2	1 1				
CTUAL SQUARE FOOTAGE TABULATION A B F-1	N R-1 FLOOR PLATE			ROOF CONSTRUC		2 1				
<b>EVEL 2 PODIUM</b> 9015 1710 6095	6095 22,915		5.	FIRE AND SMOR		FEATURES	;	[CBC, CHAPTE	ER 7]	
LEVEL 3 - HOTEL LEVEL 4 - HOTEL	14,175 14,175 14,094 14,094			REQUIRED FIRE F	RESISTANCE OF E		ALLS DUE TO L		PROPERTY ER 7 - TABLE 705	551
LEVEL 5 - HOTEL LEVEL 6 - HOTEL	14,175 14,175 14,094 14,094							-	TABLE /05	J.J ]
	,				EXTERIOR WALL					
<b>TOTAL</b> 9015 1710 6095	62,633 79,453				FIRE	SEPARATION D	ISTANCE = X FEET			
MIXED-OCUUPANCY BUILDING (CBC 4 *BASED ON SECTION 506.2.2 -EQUATION 5-3, THE R THE AGGREGATE SUM OF THE RATIOS O ALLOWABLE AREA OF SUCH STORIES, DETERMINI APPLICABLE PROVISIONS OF <u>SECTION 508.1</u> , SHAL THE RATIOS FOR PORTIONS OF <u>MIXED-OCCUPAN</u> OCCUPANCIES, HIGH-RISE BUILDINGS, AND OTHER	506.2.2) RATIO OF ACTUAL TOTAL <u>BUILDIN</u> OF THE ACTUAL <u>AREA</u> OF EA ED IN ACCORDANCE WITH <b>EC</b> L NOT EXCEED THREE, PROVID ICY, MULTISTORY BUILDINGS CC R APPLICATIONS LISTED IN SEC	ACH <u>Story</u> Divided Quation 5-3 Base Ded the Aggrega Ontaining A, E, H, Stion 1.11 Regulat	BY THE D ON THE TE SUM OF I, L AND R ED BY THE	C 0 < X < 5 5 ≤ X < 10 5 ≤ X < 10 10 ≤ X < 30		SEPARATION D	ISTANCE = X FEET REQUIRED: JP: F-1 OCC		- <u>2</u>	
MIXED-OCUUPANCY BUILDING (CBC # *BASED ON SECTION 506.2.2 -EQUATION 5-3, THE R THE AGGREGATE SUM OF THE RATIOS O ALLOWABLE <u>AREA</u> OF SUCH <u>STORIES</u> , DETERMINI APPLICABLE PROVISIONS OF <u>SECTION 508.1</u> , SHAL THE RATIOS FOR PORTIONS OF MIXED-OCCUPAN	506.2.2) RATIO OF ACTUAL TOTAL <u>BUILDIN</u> OF THE ACTUAL <u>AREA</u> OF EA ED IN ACCORDANCE WITH <b>EC</b> L NOT EXCEED THREE, PROVID ICY, MULTISTORY BUILDINGS CC R APPLICATIONS LISTED IN SEC	ACH <u>Story</u> Divided Quation 5-3 Base Ded the Aggrega Ontaining A, E, H, Stion 1.11 Regulat	BY THE D ON THE TE SUM OF I, L AND R ED BY THE	0 < X < 5 5 ≤ X < 10 5 ≤ X < 10	FIRE TYPE OF HOUR ONSTRUCTION ALL 2 IA 2 OTHERS 1	SEPARATION D LY RATING F OCCI 1 1 1 1	ISTANCE = X FEET REQUIRED: JP: F-1 OCC	-	<u>2</u>	~~
MIXED-OCUUPANCY BUILDING (CBC * *BASED ON SECTION 506.2.2 -EQUATION 5-3, THE R THE AGGREGATE SUM OF THE RATIOS O ALLOWABLE AREA OF SUCH STORIES, DETERMINI APPLICABLE PROVISIONS OF <u>SECTION 508.1</u> , SHAL THE RATIOS FOR PORTIONS OF MIXED-OCCUPAN OCCUPANCIES, <u>HIGH-RISE BUILDINGS</u> , AND OTHER OFFICE OF THE STATE FIRE MARSHAL, INCLUDING	506.2.2) RATIO OF ACTUAL TOTAL <u>BUILDIN</u> OF THE ACTUAL <u>AREA</u> OF EA ED IN ACCORDANCE WITH <b>EC</b> L NOT EXCEED THREE, PROVID ICY, MULTISTORY BUILDINGS CC R APPLICATIONS LISTED IN SEC	ACH <u>Story</u> Divided Quation 5-3 Base Ded the Aggrega Ontaining A, E, H, Stion 1.11 Regulat	BY THE D ON THE TE SUM OF I, L AND R ED BY THE	0 < X < 5 5 ≤ X < 10 5 ≤ X < 10 10 ≤ X < 30 10 ≤ X < 30	TYPE OF HOUR ONSTRUCTION ALL 2 IA 2 OTHERS 1 IA 1 OTHERS 1	SEPARATION D LY RATING F 0CCI 1 1 1 1 1 1 1	ISTANCE = X FEET REQUIRED: JP: F-1 OCC	-	<u>-2</u>	~~
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MIXED-OCUUPANCY BUILDING (CBC #	506.2.2) RATIO OF ACTUAL TOTAL <u>BUILDIN</u> OF THE ACTUAL <u>AREA</u> OF EA ED IN ACCORDANCE WITH <b>EC</b> L NOT EXCEED THREE, PROVID ICY, MULTISTORY BUILDINGS CC R APPLICATIONS LISTED IN SEC	ACH <u>STORY</u> DIVIDED QUATION 5-3 BASE DED THE AGGREGAT ONTAINING A, E, H, <u>ITION 1.11</u> REGULATI IN-SEPARATED OCC	BY THE D ON THE TE SUM OF I, L AND R ED BY THE SUPANCIES,	0 < X < 5 5 ≤ X < 10 5 ≤ X < 10 10 ≤ X < 30 10 ≤ X < 30	FIRE TYPE OF HOUR ONSTRUCTION ALL 2 IA 2 OTHERS 1 IA 1 OTHERS 1 ALL 0	SEPARATION D LY RATING F 0CCI 1 1 1 1 1 1 1	ISTANCE = X FEET REQUIRED: <u>JP: F-1</u> OCC	-	<u>-2</u>	~~
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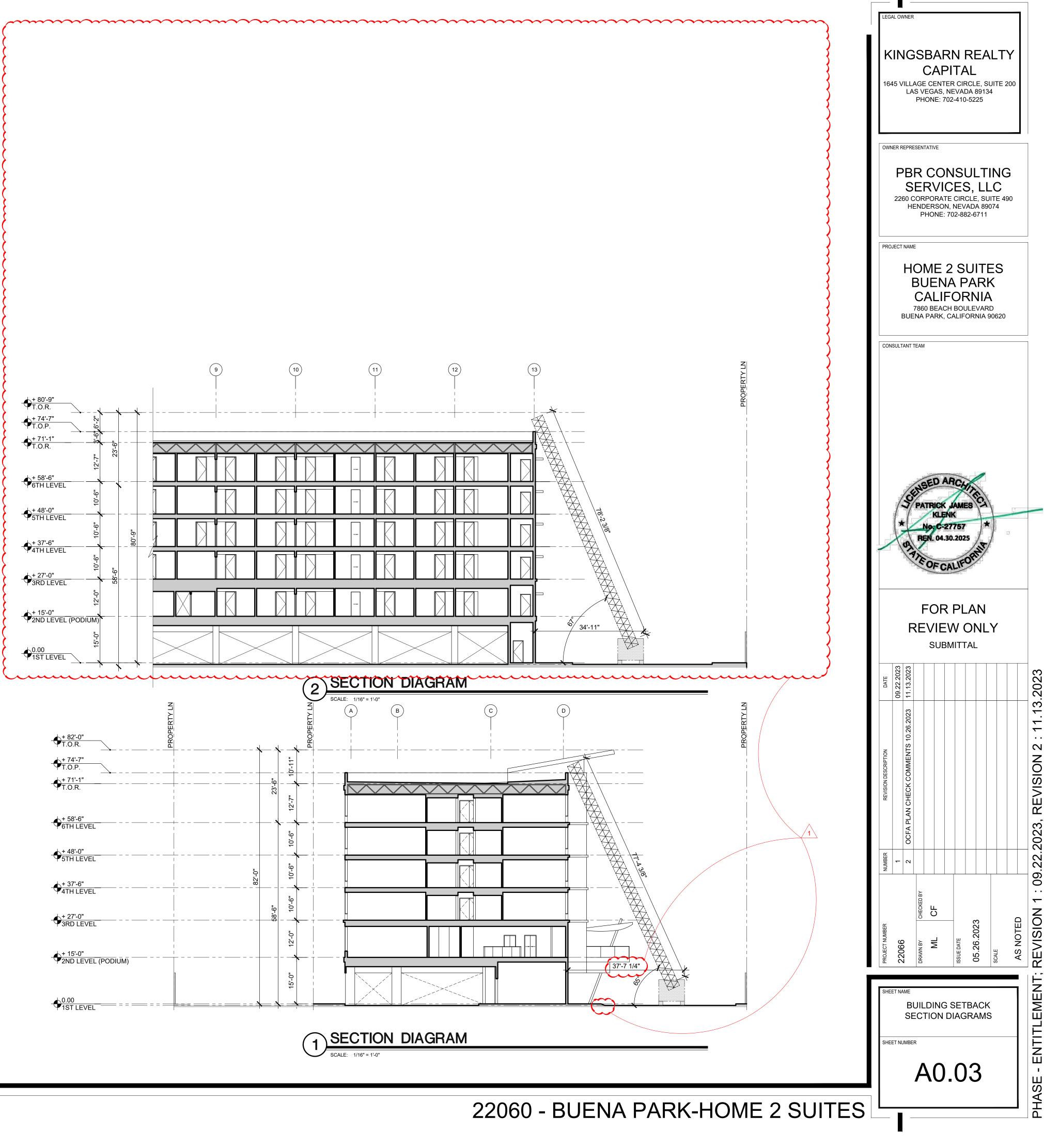


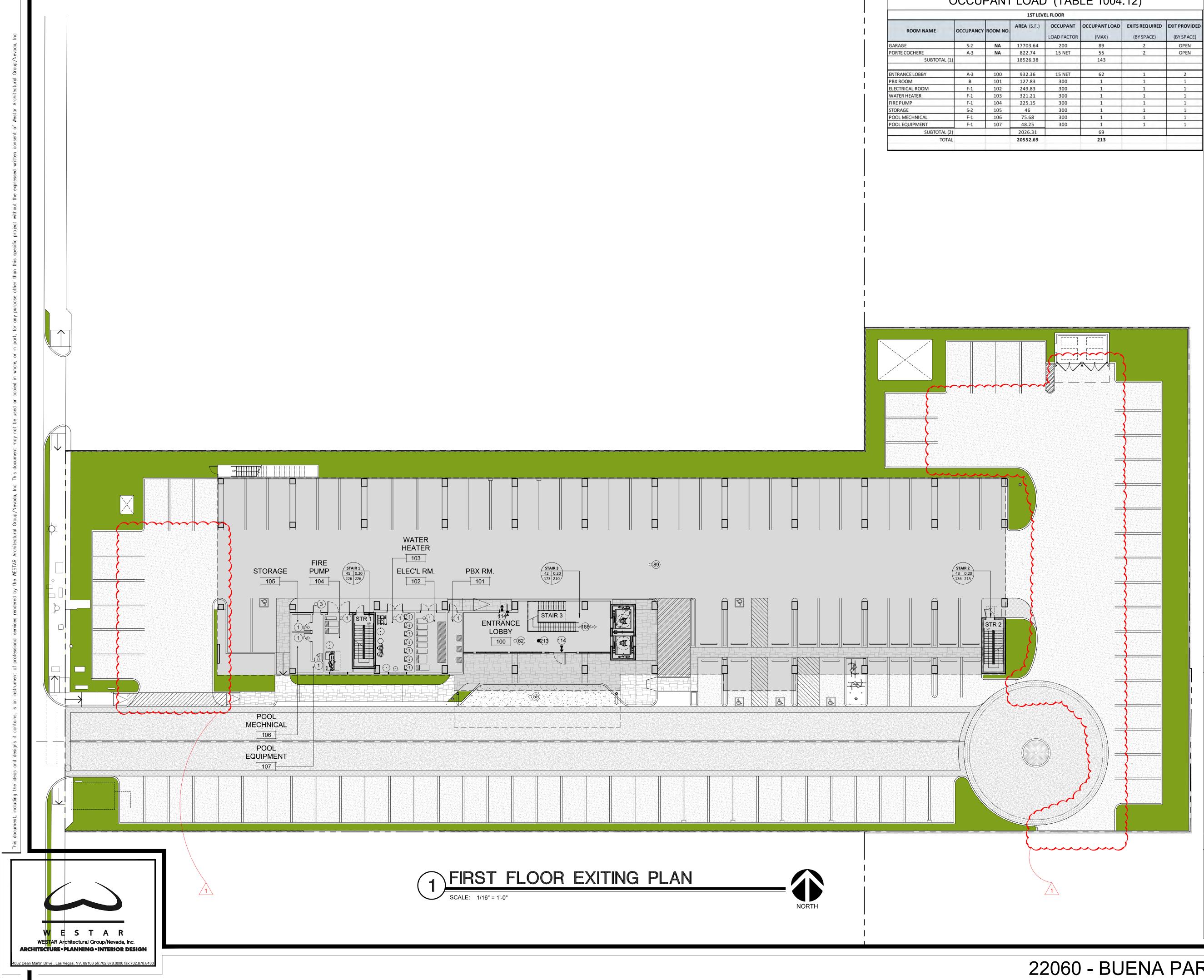


VISION Ż









1ST LEVEL FLOOR									
ROOM NAME	OCCUPANCY	ROOM NO.	AREA (S.F.)	OCCUPANT LOAD FACTOR	OCCUPANT LOAD (MAX)	EXITS REQUIRED (BY SPACE)	EXIT PROVIDED		
GARAGE	S-2	NA	17703.64	200	89	2	OPEN		
PORTE COCHERE	A-3	NA	822.74	15 NET	55	2	OPEN		
SUBTOTAL (1)			18526.38		143				
ENTRANCE LOBBY	A-3	100	932.36	15 NET	62	1	2		
PBX ROOM	В	В	101	127.83	300	1	1	1	
ELECTRICAL ROOM	F-1	102	249.83	300	1	1	1		
WATER HEATER	F-1	103	321.21	300	1	1	1		
FIRE PUMP	F-1	104	225.15	300	1	1	1		
STORAGE	S-2	105	46	300	1	1	1		
POOL MECHNICAL	F-1	106	75.68	300	1	1	1		
POOL EQUIPMENT	F-1	107	48.25	300	1	1	1		
SUBTOTAL (2)			2026.31		69				
TOTAL			20552.69		213				

# EGRESS GENERAL NOTES

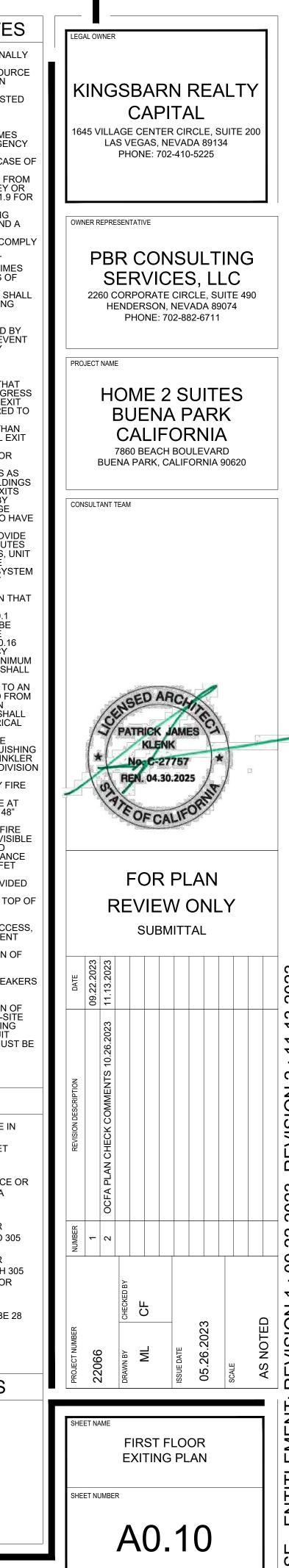
- 1. EXIT SIGNS SHALL BE INTERNALLY OR EXTERNALLY ILLUMINATED 2. EXIT SIGNS ILLUMINATED BY AN EXTERNAL SOURCE SHALL HAVE AN INTENSITY OF NOT LESS THAN 5-FOOT CANDLES
- 5-FOOT CANDLES
  3. INTERNALLY ILLUMINATED SIGNS SHALL BE LISTED AND LABELED AND SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND SECTION 2702
  4. EXIT SIGNS SHALL BE ILLUMINATED AT ALL TIMES
  5. EXIT SIGNS SHALL BE CONNECTED TO EMERGENCY POWER SYSTEMS THAT WILL PROVIDE AN ILLUMINATION OF NOT LESS THAN 90 MIN IN CASE OF DEMANDY DOWER LOSS (1011 2 1011 6 2)
- PRIMARY POWER LOSS (1011.2-1011.6.3)
  EGRESS DOORS SHALL BE READILY ENABLED FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT. SEE 1008.1.9 FOF
- EXCEPTIONS
  7. DOOR HANDLES, LOCK AND OTHER OPERATING DEVICES SHALL BE INSTALLED AT A MIN 34" AND A MAX 48" ABOVE THE FINISHED FLOOR
- MAX 48" ABOVE THE FINISHED FLOOR
  8. ALL EGRESS DOOR OPERATION SHALL ALSO COMPLY WITH SECTION 1008.1.-1008.9.1.2
  9. THE MEANS OF EGRESS, INCLUDING THE EXIT DISCHARGE, SHALL BE ILLUMINATED AT ALL TIMES THE BUILDING SPACE SERVED BY THE MEANS OF EGRESS IS OCCUPIED
  10. THE MEANS OF EGRESS ILLUMINATION LEVEL SHALL BE LESS THAN 1 FOOT-CANDLE AT THE WALKING SURFACE
- SURFACE 11. THE POWER SUPPLY FOR MEANS OF EGRESS ILLUMINATION SHALL NORMALLY BE PROVIDED BY THE PREMISES ELECTRICAL SUPPLY. IN THE EVENT OF POWER SUPPLY FAILURE, AN EMERGENCY ELECTRICAL SYSTEM SHALL AUTOMATICALLY ILLUMINATE THE FOLLOWING AREAS: a. AISLES AND UNENCLOSED EGRESS
  - STAIRWAYS IN ROOMS AND SPACES THAT REQUIRE TWO OR MORE MEANS OF EGRESS CORRIDORS, EXIT ENCLOSURES AND EXIT PASSAGEWAYS IN BUILDINGS REQUIRED TO b.
  - HAVE TWO OR MORE EXITS EXTERIOR COMPONENTS AT OTHER THAN C. THE LEVEL OF EXIT DISCHARGE UNTIL EXIT DISCHARGE IS ACCOMPLISHED FOR
  - BUILDINGS REQUIRED TO HAVE TWO OR /IORE EXITS d. INTERIOR EXIT DISCHARGE ELEMENTS AS PERMITTED IN SECTION 1024.1 IN BUILDINGS REQUIRED TO HAVE TWO OR MORE EXITS EXTERIOR LANDINGS. AS REQUIRED BY
- е. SECTION 1008.1.5 FOR EXIT DISCHARGE DOORWAYS IN BODINGS REQUIRED TO HAVE
- DOORWAYS IN BODINGS REQUIRED TO HAVE TWO OR MORE EXITS 12. THE EMERGENCY POWER SYSTEM SHALL PROVIDE POWER DURATION OF NOT LESS THAN 90 MINUTES AND SHALL CONSIST OF STORAGE BATTERIES, UNIT EQUIPMENT OR AN ON-SITE GENERATOR. THE INSTALLATION OF THE EMERGENCY POWER SYSTEM SHALL BE IN ACCORDANCE WITH CHAPTER 27 13. EMERGENCY LIGHTING FACILITIES SHALL BE ARRANGED TO PROVIDE INITIAL ILLUMINATION THAT IS AT LEAST AN AVERAGE OF 1 FOOT-CANDLE AVERAGE AND A MINIMUM AT ANY POINT OF 0.1 FOOT-CANDLE, ILLUMINATION LEVELS SHALL BE
- FOOT-CANDLE. ILLUMINATION LEVELS SHALL BE PERMITTED TO DECLINE TO 0.6 FOOT-CANDLE AVERAGE AND A MINIMUM AT ANY POINT OF 0.16 FOOT-CANDLE AT EH END OF THE EMERGENCY LIGHTING TIME DURATION. A MAXIMUM-TO-MINIMUM LUMINATION UNIFORMITY RATIO OF 40 TO 1 SHALL NOT BE EXCEEDED
- 14. THE EXIT SIGNS SHALL ALSO BE CONNECTED TO AN EMERGENCY ELECTRICAL SYSTEM PROVIDED FROM STORAGE BATTERIES UNIT EQUIPMENT OR AN ON-SITE GENERATOR SET AND THE SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH ELECTRICAL
- 15. THIS BUILDING AND GARAGE PODIUM MUST BE EQUIPPED WITH AN AUTOMATIC FIRE EXTINGUISHING SYSTEM COMPLYING WITH NFPA-13; THE SPRINKLER SYSTEM SHALL BE APPROVED BY PLUMBING DIVISION PRIOR TO INSTALLATION (903.2.8)J 16.PROVIDE FIRE EXTINGUISHER AS REQUIRE BY FIRE
- INSPECTOR 17. FIRE EXTINGUISHER MOUNT HEIGHT SHALL BE AT REACHABLE RANGE (MIN 15" HIGH / MAXIMUM 48" HIGH)
- 18. PROPERLY MOUNTED FIRE EXTINGUISHERS / FIRE 18. PROPERLY MOUNTED FIRE EXTINGUISHERS / FIRE EXTINGUISHER CABINETS MUST BE READILY VISIBLE AND INSTALLED IN THE COMMONLY TRAVELED PORTIONS OF THE STRUCTURE. TRAVEL DISTANCE TO AN EXTINGUISHER MUST NOT EXCEED 75 FET FROM ANY LOCATION IN THE STRUCTURE
  19. APPROVED RADIO COVERAGE SHALL BE PROVIDED ACCORDING TO LAFCBC 510
  20. PROVIDE AUTOMATIC SPRINKLER SYSTEM AT TOP OF RUBBISH AND LINEN CHUTES AND IN THEIR
- RUBBISH AND LINEN CHUTES AND IN THEIR TERMINAL ROOM (903.2.11.2) 21.IDENTIFY MECHANICAL, ELECTRICAL, ROOF ACCESS,
- FIRE RISER AND PUMP ROOMS WITH PERMANENT SIGNAGE
- 22. THE APPROPRIATE LOCATION AND OPERATION OF ALL EXIT SIGNS IS SUBJECT TO AN ON-SITE INSPECTION. ADDITONAL EXIT SIGNS MAY BE REQUIREID. PROVIDE ELECTRIAL CIRCUIT BREAKERS FOR ALL EXIT LIGHTING, IDENTIFY AND LABEL PROPERLY UPON INSPECTION.
- 23. THE APPROPRIATE LOCATION AND OPERATION OF EMERGENCY LIGHTING IS SUBJECT TO AN ON-SITE INSPECTION. ADDITIONAL EMERGENCY LIGHTING UNITS MAY BE REQRUIED. ELECTRICAL CIRCUIT BREAKERS FOR ALL EMERGENCY LIGHTING MUST BE IDENTIFIED AND PROPERLY LABELED UPON INSPECTION.

# ADA NOTES

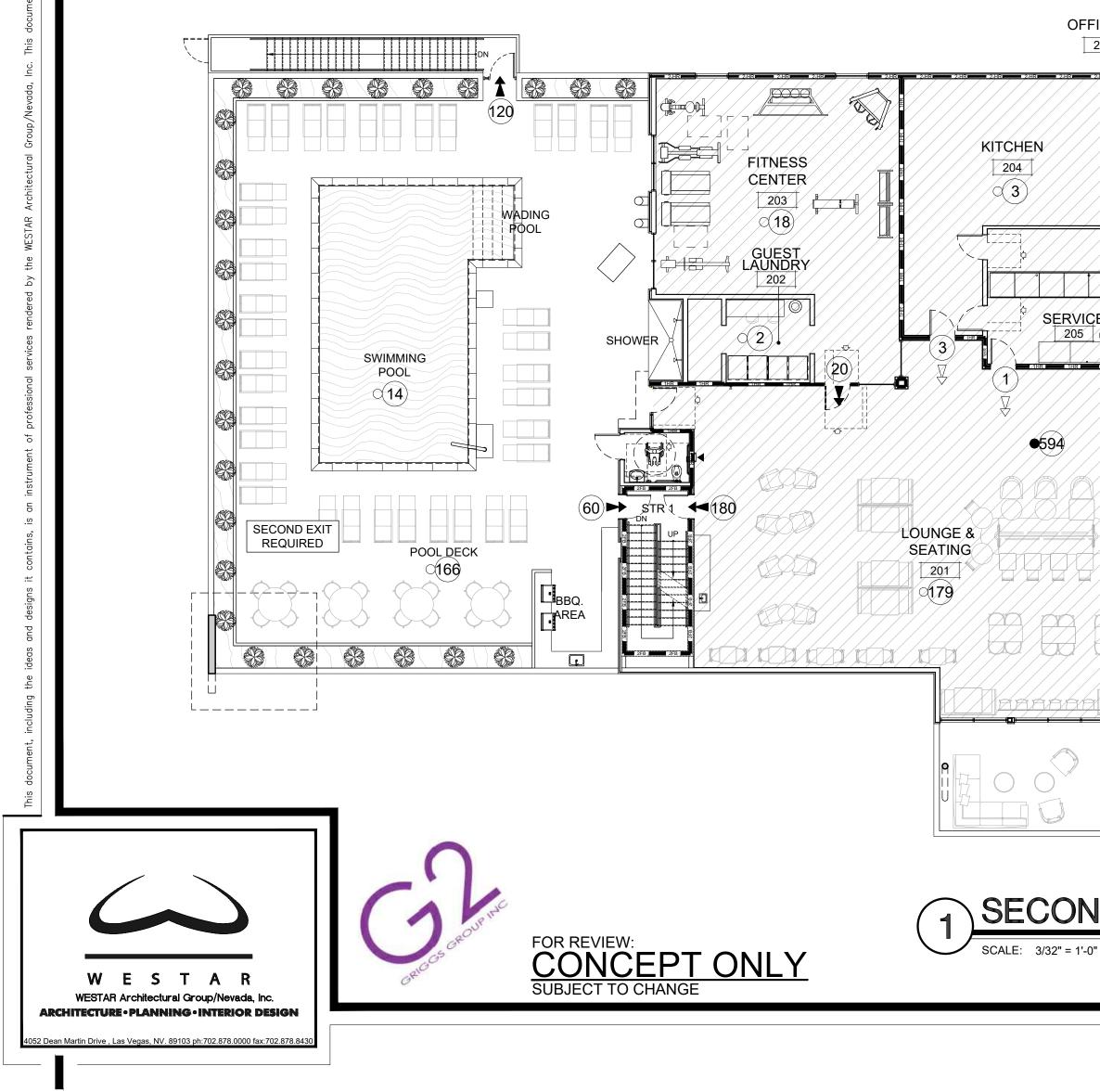
- ADA.01 (E) CLEARANCES AT DOORS SHALL BE IN ACCORDANCE WITH THE AMERICAN DISABILITIES ACT AS NOTED ON SHEET ADA.01. MAINTAIN 60 IN. CLEAR TURNING SPACE OR ADA.02 "T-SHAPED" TURNING SPACE PER ADA 3.04.3.1 OR 3.04.3.2. MAINTAIN 30 IN. x 48 IN. CLEAR FLOOR ADA.05 SPACE AT URINALS. ADAAG 605.3 AND 305 MAINTAIN 30 IN. x 48 IN. CLEAR FLOOR ADA.06
- SPACE AT LAVATORIES. COMPLY WITH 305 FOR CLEAR FLOOR SPACE AND 306 FOR TOE AND KNEE CLEARANCE.
- ADA.07 MILLWORK WORK SURFACES SHALL BE 28 IN. MINIMUM AND 34 IN. MAXIMUM IN ACCORDANCE WITH ADAAG 902.3.

LEGENDS & SYMBOLS

(SEE SHEET A0.20)



22060 - BUENA PARK-HOME 2 SUITES



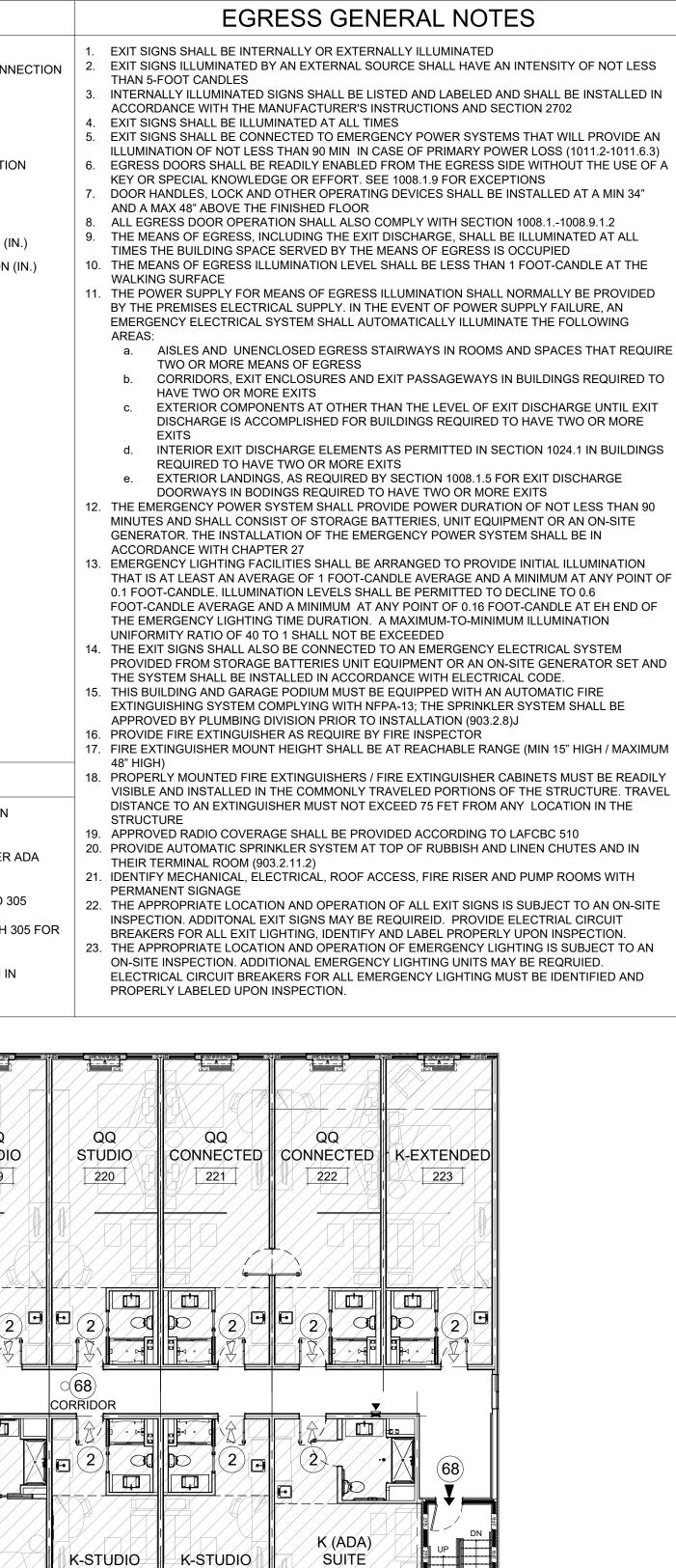
ROOM NAME	
LOBBY	
LOUNGE & SEATING	
GUEST LAUNDRY	
FITNESS CENTER	
KITCHEN	
SERVICE	
REGISTRATION	
WORK AREA	
OFFICE 01	
OFFICE 02	
OFFICE 03	
OFFICE 04	
MEETING ROOM	
COMM. LAUNDRY	
GATHERING AREA	
SWIMMING POOL (PO	OL ARE
POOLSIDE DECK (POOL	AREA)
STAFF BREAK ROOM	
QQ-STUDIO	
K-EXTENDED	
QQ-STUDIO	
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QQ-CONNECTED	
QQ-CONNECTED	
K-EXTENDED	
K (ADA) SUITE	
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SUITE (ADA)	
QQ-STUDIO	
QQ-STUDIO	
CORRIDOR	

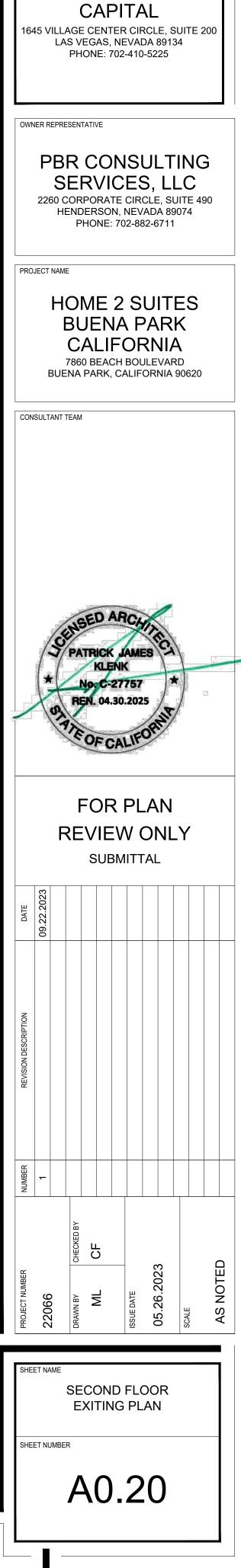
			2ND LEVE	•		/				
	OCCURANCY	POOM NO	AREA (S.F.)	OCCUPANT	OCCUPANTLOAD	EXITS REQUIRED	EXIT PROVIDED		OCCUPIED BUILDING SPACE	
All         All <td>OCCOPANCI</td> <td>KOOM NO.</td> <td></td> <td>LOAD FACTOR</td> <td>(MAX)</td> <td>(BY SPACE)</td> <td>(BY SPACE)</td> <td></td> <td></td> <td>FIRE HYDRANT</td>	OCCOPANCI	KOOM NO.		LOAD FACTOR	(MAX)	(BY SPACE)	(BY SPACE)			FIRE HYDRANT
									FIRE-LANE IDENTIFICATION	CLASS 1 STANDPIPE
1       1								XXX 🔪		
				1					- ROOM NAME & NUMBER	<b>U</b> 1 / U(
				1				(#)	OCCUPANT LOAD SPACE	
				1						
							Y	•#		CLEAR EXIT WIDTH (I
	В	209	106.25	150	1	1	1	( <b>#</b> )		
	A-2	212	1191.83	15	79	2		₩#		
		213								
		214			1			$\bullet X$		
									EXIT SIGN [IBC 1011 3]	
				1						
83. 222       22. 1       1       1         83. 223       431.1       200       2       1       1         84. 223       302.1       200       2       1       1         84. 223       302.1       200       2       1       1         84. 223       302.1       200       2       1       1         84. 225       302.1       200       2       1       1         84. 227       311.0       200       2       1       1         85. 227       311.0       200       2       1       1         85. 227       301.1       200       2       1       1         85. 227       301.1       200       2       1       1         86. 227       301.1       200       2       1       1         86. 227       301.0       200       2       1       1         87.0       200.0       2       1       1       1       1         88.1       200.0       2       1       1       1       1       1       1         88.1       200.0       2       1       1       1       1       1 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>LIMITS OF WORK</td> <td></td>									LIMITS OF WORK	
								>	PATH OF EGRESS TRAVEL	
								-	1-HOUR	
No.         225         807.11         200         2         1         1           RA         227         615.31         200         1										
								2HR 2HR 2HR		
				1				2-HR 2-HR 2-HR		
No.     COUNT     253,27       100/2     19394     100/2     19394       100/2     19394     100/2     19394       100/2     19394     100/2     19394       100/2     19394     100/2     100/2       100/2     19394     100/2     100/2       100/2     19394     100/2     100/2       100/2     100/2     100/2     100/2       100/2     100/2     100/2     100/2       100/2     100/2     100/2     100/2       100/2     100/2     100/2     100/2       100/2     100/2     100/2     100/2       100/2     100/2     100/2     100/2       100/2     100/2     100/2     100/2       100/2     100/2     100/2     100/2       100/2     100/2     100/2     100/2       100/2     100/2     100/2     100/2       100/2     100/2     100/2     100/2       100/2     100/2     100/2     100/2       100/2     100/2     100/2     100/2       100/2     100/2     100/2     100/2       100/2     100/2     100/2     100/2       100/2     100/2     100/2 <td>R-1</td> <td></td> <td>381.1</td> <td></td> <td></td> <td></td> <td></td> <td> 2FB 2FB</td> <td></td> <td></td>	R-1		381.1					2FB 2FB		
SUBJE BANKEN HOBE REACH MAY 15 UT HOBE REACH MAY 15 UT HOBE REACH MAY 15 UT ADA 31 EF DEFENSION AND THE N ACCORDANCE WITH THE PARENE ADA 32 MARTAN DIN 14 BIN CLEAR FLOOR SPACE AT URBALS ADAAG 005 AN ADA 35 MARTAN DIN 14 BIN CLEAR FLOOR SPACE AT URBALS ADAAG 005 AN ADA 36 MARTAN DIN 14 BIN CLEAR FLOOR SPACE AT URBALS ADAAG 005 AN ADA 37 MILLINGEN WORK SUBJECT TURBALS ADAAG	R-1	TOTAL			594	_				
CHILD BALL AND ALL AND		TOTAL	10540.22		554			2SB 2SB		
AD.01 ELCLARANCES AT DOORS SHALL BE IN ACCORDANCE WITH THE ALMERK MANUTES AT 2010 DO INCEL ON THE ALMERK ADA29 MANUTAN SI IN LABAR TURING SPACE AT UNINALS ADAAC USS A ADA39 MANUTAN SI IN LABAR TURING SPACE AT UNINALS ADAAC USS A ADA50 MANUTAN SI IN LABAR TURING SPACE AT UNINALS ADAAC USS A ADA50 MANUTAN SI IN LABAR TURING SPACE AT UNINALS ADAAC USS A ADA50 MANUTAN SI IN LABAR TURING SPACE AT UNINALS ADAAC USS A ADA50 MANUTAN SI IN LABAR TURING SPACE AT UNINALS ADAAC USS A ADA50 MANUTAN SI IN LABAR TURING SPACE AT UNINALS ADAAC USS A ADA50 MANUTAN SI IN LABAR TURING SPACE AT UNINALS ADAAC USS A ADA50 MANUTAN SI IN LABAR TURING SPACE AT UNINALS ADAAC USS A ADA50 MANUTAN SI IN LABAR TURING SPACE AT UNINALS ADAAC USS A ADA50 MANUTAN SI IN LABAR TURING SPACE AT UNINALS ADA50 MANUTANALS ADA50 MANUTAN TURING SPACE AT UNINALS ADA50 MANUTANALS ADA50 MANUTANALS ADA5									HOSE REACH (MAX 150 LF)	
ADA 01 ELCLARANCES AT DOORS SHALL BE IN ACCORDANCE WITH THE ALMERK MARAUTES AT A DOOR SHALL BE IN ACCORDANCE WITH THE ALMERK ADA 29 MAINTAIN BIN A 48 IN CLEAR TURING SHACE AT UNINALS ADARG DSS AN ADA 39 MAINTAIN BIN A 48 IN CLEAR TURING SHACE AT UNINALS ADARG DSS AN ADA 39 MAINTAIN BIN A 48 IN CLEAR TURING SHACE AT UNINALS ADARG DSS AN ADA 39 MAINTAIN BIN A 48 IN CLEAR TURING SHACE AT UNINALS ADARG DSS AN ADA 30 MAINTAIN BIN A 48 IN CLEAR TURING SHACE AT UNINALS ADARG DSS AN ADA 30 MAINTAIN BIN A 48 IN CLEAR TURING SHACE AT UNINALS ADARG DSS AN ADA 30 MAINTAIN BIN A 48 IN CLEAR TURING SHACE AT UNINALS ADARG DSS AN ADA 30 MAINTAIN BIN A 48 IN CLEAR TURING SHACE AT UNINALS ADARG DSS AN ADA 30 MAINTAIN BIN A 48 IN CLEAR TURING SHACE AT UNINALS ADARG DSS AN ADA 30 MAINTAIN BIN A 48 IN CLEAR TURING SHACE AT UNINALS ADARG DSS AN ADA 30 MAINTAIN BIN A 48 IN CLEAR TURING SHACE AT UNINALS ADARG DSS AN ADA 30 MAINTAIN BIN A 48 IN CLEAR TURING SHACE AT UNINALS ADARG DSS AN ADA 30 MAINTAIN BIN A 48 IN CLEAR TURING SHACE AT UNINALS ADARG DSS AN ADA 30 MAINTAIN BIN A 48 IN CLEAR TURING SHACE AT UNINALS ADARG DSS AN ADA 30 MAINTAIN BIN A 48 IN CLEAR TURING SHACE AT UNINALS ADARG DSS AN ADA 30 MAINTAIN BIN A 48 IN CLEAR TURING SHACE AT UNINALS ADARG DSS AN ADA 30 MAINTAIN BIN A 48 IN CLEAR TURING SHACE AT UNINALS ADARG DSS AN ADA 30 MAINTAIN BIN A 48 IN CLEAR TURING SHACE AT UNINALS ADARG DSS AN ADA 30 MAINTAIN BIN A 48 IN CLEAR TURING SHACE AT UNINALS ADARG DSS AN ADA 30 MAINTAIN BIN A 48 IN CLEAR TURING SHACE AT UNINALS ADARG DSS AN ADA 30 MAINTAIN BIN A 48 IN CLEAR TURING SHACE AT UNINALS ADARG DSS AN ADA 30 MAINTAIN BIN A 48 IN CLEAR TURING SHACE AT UNINALS ADARG DSS AN ADA 30 MAINTAIN BIN A 48 IN CLEAR TURING SHACE AT UNINALS ADARG DSS AN ADA 30 MAINTAIN BIN A 48 IN CLEAR TURING SHACE AT UNINALS ADARG DSS AN ADA 30 MAINTAIN BIN A 48 IN CLEAR TURING SHACE AT UNINALS ADARG DSS AN ADA 30 MAINTAIN BIN A 48 IN CLEAR TURING SHACE AT UNINALS ADA 48 IN CLEAR TURING SHACE AT UNINALS ADARG DSS AN ADA 30 MAINTAIN BIN A 48 IN CLEAR T									ADA N	IOTES
CORRIDOR STAIR 1 LOBBY 200 4 COMM. LAUNDRY 200 COMM. LAUNDRY 201 COMM. LAUNDRY 201 COMM. LAUNDRY 201 COMM. LAUNDRY COMM. LAUNDRY COMM. LAUNDRY COMM. LAUNDRY COMM. C			ICE 03 AR	EA OFFIC 7 20 20 20 20 20 20 20 20 20 20 20 20 20 2		208 40	212 (79)	ADA.06 MAINT. CLEAR ADA.07 MILLW ACCOF	AIN 30 IN. x 48 IN. CLEAR FLOOR R FLOOR SPACE AND 306 FOR TO ORK WORK SURFACES SHALL B RDANCE WITH ADAAG 902.3.	E SPACE AT LAVATORIES. COMPLY WITH S DE AND KNEE CLEARANCE. BE 28 IN. MINIMUM AND 34 IN. MAXIMUM IN QQ ENDED STUDIO 17 17 17 17 17 17 17 17 17 17 17 17 17
					OBBY 200		MM. VDRY 13 2) 1 1 1 1 1 1 1 1 1 1 1 1 1	STAFF BRK RM 214		

# SECOND FLOOR EXITING PLAN

PODIUM LEVEL







LEGAL OWNER

KINGSBARN REALTY

# 22060 - BUENA PARK-HOME 2 SUITES

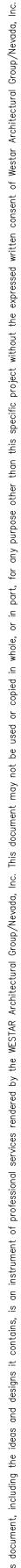
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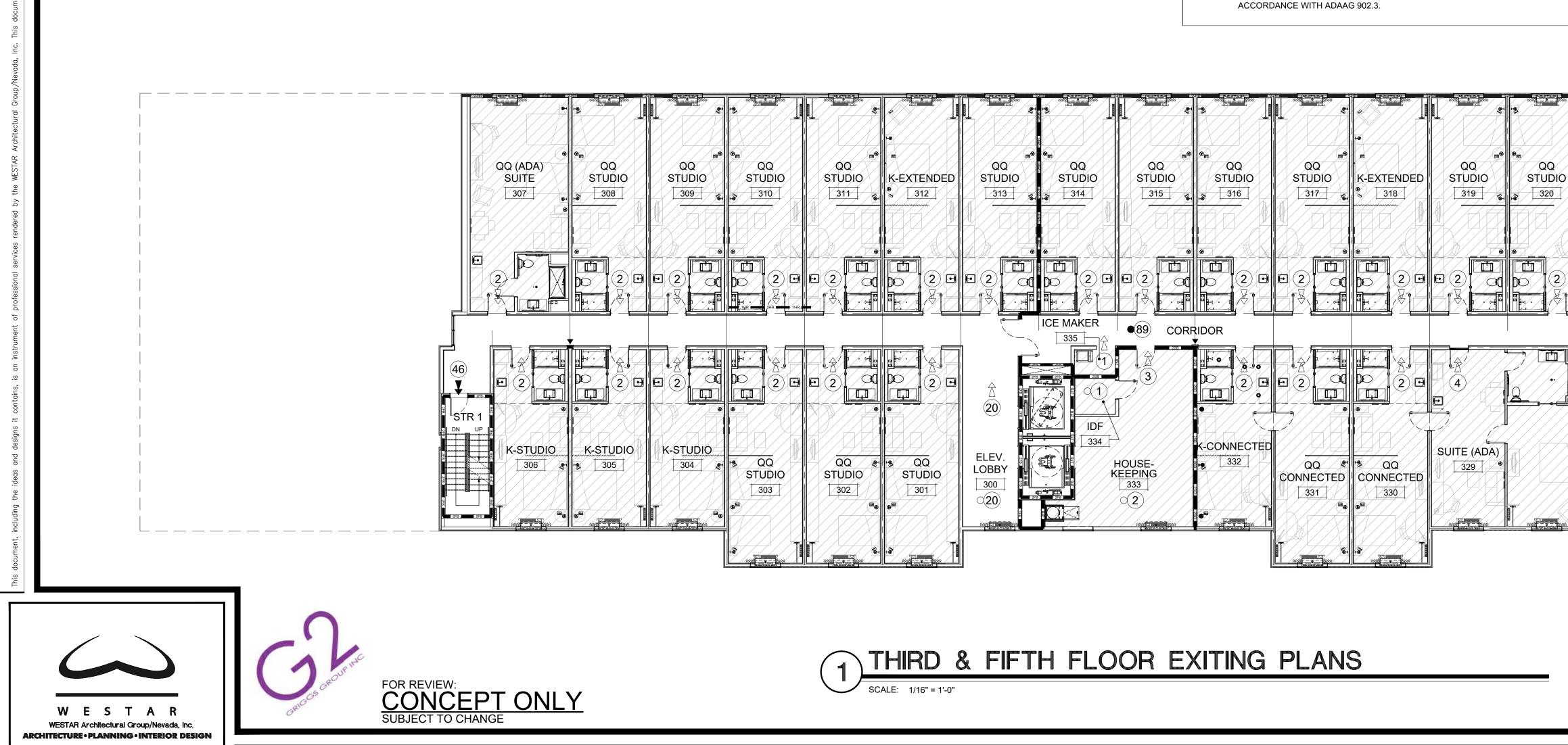
K-STUDIO

225

K-STUDIO

226





		JFAN	I LUA		DLE 1004.	. ( 2 )		LEGENDS & SYMBOLS
			3RD & 5T	H LEVEL FLOOR	1			
ROOM NAME	OCCUPANCY	ROOM NO.	AREA (S.F.)	OCCUPANT	OCCUPANT LOAD	EXITS REQUIRED (BY SPACE)	EXIT PROVIDED (BY SPACE)	OCCUPIED BUILDING SPACE       OCCUPIED BUILDING SPACE       FIRE DEPARTMENT CONNECTION         Image: Comparison of the second sec
ELEVATOR LOBBY	R-1	300	294.9	15 NET	20	1	1	FIRE-LANE IDENTIFICATION
QQ-STUDIO	R-1	301	381.1	200	2	1	1	O1 CLASS 1 STANDPIPE
QQ-STUDIO	R-1	302	381.1	200	2	1	1	XXX 🔪
QQ-STUDIO	R-1	303	381.1	200	2	1	1	XXX - ROOM NAME & NUMBER S1-XX STAIRWAY IDENTIFICATION
K-STUDIO	R-1	304	307.14	200	2	1	1	SIGN. SEE DETAIL
K-STUDIO	R-1	305	307.14	200	2	1	1	O(#) OCCUPANT LOAD SPACE
K-STUDIO	R-1	306	307.14	200	2	1	1	EXIT NUMBER
QQ (ADA) SUITE	R-1	307	483.29	200	2	1	1	TOTAL OCCUPANT LOAD.       #       CLEAR EXIT WIDTH (IN.)         USING EXIT ACCESS       #       #
QQ-STUDIO	R-1	308	381.1	200	2	1	1	WIDTH PER PERSON (IN)
QQ-STUDIO	R-1	309	381.1	200	2	1	1	Image: Width Per Person (in.)       Image: Width Per Per Person (in.)       Image: Width Per Per Person (in.)       Image: Width Per
QQ-STUDIO	R-1	310	381.1	200	2	1	1	
QQ-STUDIO	R-1	311	381.1	200	2	1	1	
K-EXTENDED	R-1	312	381.1	200	2	1	1	★ (#) LOAD EXITING FROM SPACE
QQ-STUDIO	R-1	313	381.1	200	2	1	1	
QQ-STUDIO	R-1	314	381.1	200	2	1	1	FIRE EXTINGUISHER CABINET
QQ-STUDIO	R-1	315	381.1	200	2	1	1	
QQ-STUDIO	R-1	316	381.1	200	2	1	1	BRACKET MOUNTED FIRE     EXTINGUISHER
QQ-STUDIO	R-1	317	381.1	200	2	1	1	
K-EXTENDED	R-1	318	381.1	200	2	1	1	EXIT SIGN [IBC 1011.3]
QQ-STUDIO	R-1	319	381.1	200	2	1	1	
QQ-STUDIO	R-1	320	381.1	200	2	1	1	
QQ-STUDIO	R-1	321	381.1	200	2	1	1	
QQ-CONNECTED	R-1	322	381.1	200	2	1	1	PATH OF EGRESS TRAVEL
QQ-CONNECTED	R-1	323	381.1	200	2	1	1	1-HOUR
K-EXTENDED	R-1	324	381.1	200	2	1	1	FIRE-RATED PARTITION
K (ADA) SUITE	R-1	326	402.31	200	3	1	1	2-HOUR
K-STUDIO	R-1	327	307.11	200	2	1	1	FIRE-RATED PARTITION
K-STUDIO	R-1	328	307.11	200	2	1	1	2-HOUR FIRE-RATED
SUITE (ADA)	R-1	329	615.23	200	4	1	1	
QQ-CONNECTED	R-1	330	381.1	200	2	1	1	2-HOUR
QQ-CONNECTED	R-1	331	381.1	200	2	1	1	FIRE BARRIER
K-CONNECTED	R-1	332	307.14	200	2	1	1	2-HOUR
HOUSE KEEPING	B (1)	333	535.33	300	2	1	1	
IDF	B (1)	334	76.3	300	1	1	1	—— — — — HOSE REACH (MAX 150 LF)
ICE MAKER	R-1	335	42.47	300	1	1	1	
CORRIDOR	R-1		1497.86	N/A				ADA NOTES
		TOTAL	14174.67		89			ADANOTEO
								ADA.01 (E) CLEARANCES AT DOORS SHALL BE IN ACCORDANCE WITH THE AMERICAN
								DISABILITIES ACT AS NOTED ON SHEET ADA.01.
								ADA.02 MAINTAIN 60 IN. CLEAR TURNING SPACE OR "T-SHAPED" TURNING SPACE PER ADA
								3.04.3.1 OR 3.04.3.2.
								ADA.05 MAINTAIN 30 IN. x 48 IN. CLEAR FLOOR SPACE AT URINALS. ADAAG 605.3 AND 305
								ADA.06 MAINTAIN 30 IN. x 48 IN. CLEAR FLOOR SPACE AT LAVATORIES. COMPLY WITH 305 FOR CLEAR FLOOR SPACE AND 306 FOR TOE AND KNEE CLEARANCE.

# LEGENDS & SYMBOLS

ADA.07 MILLWORK WORK SURFACES SHALL BE 28 IN. MINIMUM AND 34 IN. MAXIMUM IN

# 22060 - BUENA PARK-HOME 2 SUITES



		®n QQ CONNECTED 322		
				€a (43) ↓ ↓
B Na	K-STUDIO	K-STUDIO	K (ADA) SUITE 326	STR 2
$\nearrow$				

- THEIR TERMINAL ROOM (903.2.11.2) PERMANENT SIGNAGE PROPERLY LABELED UPON INSPECTION.
- THE EMERGENCY LIGHTING TIME DURATION. A MAXIMUM-TO-MINIMUM ILLUMINATION UNIFORMITY RATIO OF 40 TO 1 SHALL NOT BE EXCEEDED 14. THE EXIT SIGNS SHALL ALSO BE CONNECTED TO AN EMERGENCY ELECTRICAL SYSTEM THE SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH ELECTRICAL CODE. 15. THIS BUILDING AND GARAGE PODIUM MUST BE EQUIPPED WITH AN AUTOMATIC FIRE
- EXTERIOR LANDINGS, AS REQUIRED BY SECTION 1008.1.5 FOR EXIT DISCHARGE DOORWAYS IN BODINGS REQUIRED TO HAVE TWO OR MORE EXITS MINUTES AND SHALL CONSIST OF STORAGE BATTERIES, UNIT EQUIPMENT OR AN ON-SITE GENERATOR. THE INSTALLATION OF THE EMERGENCY POWER SYSTEM SHALL BE IN ACCORDANCE WITH CHAPTER 27

d. INTERIOR EXIT DISCHARGE ELEMENTS AS PERMITTED IN SECTION 1024.1 IN BUILDINGS

12. THE EMERGENCY POWER SYSTEM SHALL PROVIDE POWER DURATION OF NOT LESS THAN 90 THAT IS AT LEAST AN AVERAGE OF 1 FOOT-CANDLE AVERAGE AND A MINIMUM AT ANY POINT OF

EGRESS GENERAL NOTES

2. EXIT SIGNS ILLUMINATED BY AN EXTERNAL SOURCE SHALL HAVE AN INTENSITY OF NOT LESS

5. EXIT SIGNS SHALL BE CONNECTED TO EMERGENCY POWER SYSTEMS THAT WILL PROVIDE AN ILLUMINATION OF NOT LESS THAN 90 MIN IN CASE OF PRIMARY POWER LOSS (1011.2-1011.6.3)

6. EGRESS DOORS SHALL BE READILY ENABLED FROM THE EGRESS SIDE WITHOUT THE USE OF A

DOOR HANDLES, LOCK AND OTHER OPERATING DEVICES SHALL BE INSTALLED AT A MIN 34"

ALL EGRESS DOOR OPERATION SHALL ALSO COMPLY WITH SECTION 1008.1.-1008.9.1.2 9. THE MEANS OF EGRESS, INCLUDING THE EXIT DISCHARGE, SHALL BE ILLUMINATED AT ALL

10. THE MEANS OF EGRESS ILLUMINATION LEVEL SHALL BE LESS THAN 1 FOOT-CANDLE AT THE

11. THE POWER SUPPLY FOR MEANS OF EGRESS ILLUMINATION SHALL NORMALLY BE PROVIDED BY THE PREMISES ELECTRICAL SUPPLY. IN THE EVENT OF POWER SUPPLY FAILURE, AN

EMERGENCY ELECTRICAL SYSTEM SHALL AUTOMATICALLY ILLUMINATE THE FOLLOWING

a. AISLES AND UNENCLOSED EGRESS STAIRWAYS IN ROOMS AND SPACES THAT REQUIRE

CORRIDORS, EXIT ENCLOSURES AND EXIT PASSAGEWAYS IN BUILDINGS REQUIRED TO

EXTERIOR COMPONENTS AT OTHER THAN THE LEVEL OF EXIT DISCHARGE UNTIL EXIT DISCHARGE IS ACCOMPLISHED FOR BUILDINGS REQUIRED TO HAVE TWO OR MORE

TIMES THE BUILDING SPACE SERVED BY THE MEANS OF EGRESS IS OCCUPIED

ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND SECTION 2702

KEY OR SPECIAL KNOWLEDGE OR EFFORT. SEE 1008.1.9 FOR EXCEPTIONS

INTERNALLY ILLUMINATED SIGNS SHALL BE LISTED AND LABELED AND SHALL BE INSTALLED IN

EXIT SIGNS SHALL BE INTERNALLY OR EXTERNALLY ILLUMINATED

EXIT SIGNS SHALL BE ILLUMINATED AT ALL TIMES

AND A MAX 48" ABOVE THE FINISHED FLOOR

TWO OR MORE MEANS OF EGRESS

REQUIRED TO HAVE TWO OR MORE EXITS

HAVE TWO OR MORE EXITS

THAN 5-FOOT CANDLES

WALKING SURFACE

EXITS

AREAS:

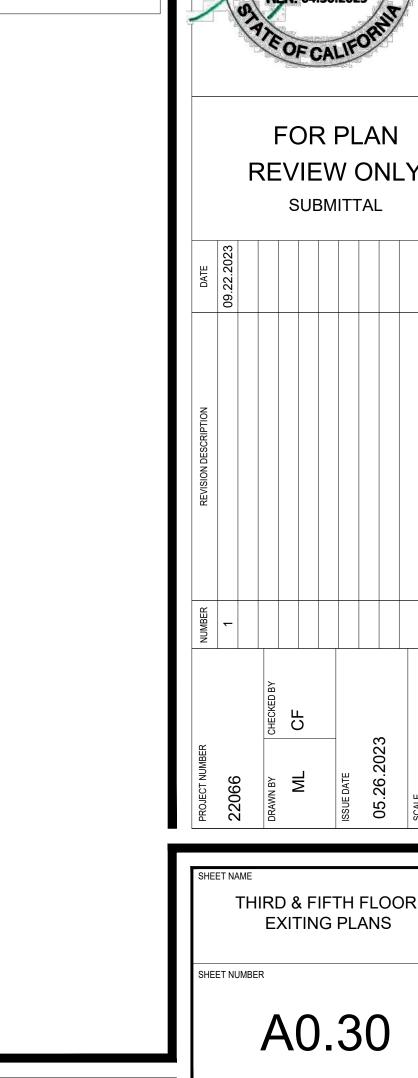
- 0.1 FOOT-CANDLE. ILLUMINATION LEVELS SHALL BE PERMITTED TO DECLINE TO 0.6

- 13. EMERGENCY LIGHTING FACILITIES SHALL BE ARRANGED TO PROVIDE INITIAL ILLUMINATION
- FOOT-CANDLE AVERAGE AND A MINIMUM AT ANY POINT OF 0.16 FOOT-CANDLE AT EH END OF
- PROVIDED FROM STORAGE BATTERIES UNIT EQUIPMENT OR AN ON-SITE GENERATOR SET AND
- EXTINGUISHING SYSTEM COMPLYING WITH NFPA-13; THE SPRINKLER SYSTEM SHALL BE APPROVED BY PLUMBING DIVISION PRIOR TO INSTALLATION (903.2.8)J
- 48" HIGH)
- VISIBLE AND INSTALLED IN THE COMMONLY TRAVELED PORTIONS OF THE STRUCTURE. TRAVEL

- 16. PROVIDE FIRE EXTINGUISHER AS REQUIRE BY FIRE INSPECTOR 17. FIRE EXTINGUISHER MOUNT HEIGHT SHALL BE AT REACHABLE RANGE (MIN 15" HIGH / MAXIMUM
- 18. PROPERLY MOUNTED FIRE EXTINGUISHERS / FIRE EXTINGUISHER CABINETS MUST BE READILY
- DISTANCE TO AN EXTINGUISHER MUST NOT EXCEED 75 FET FROM ANY LOCATION IN THE STRUCTURE

- 19. APPROVED RADIO COVERAGE SHALL BE PROVIDED ACCORDING TO LAFCBC 510

- 20. PROVIDE AUTOMATIC SPRINKLER SYSTEM AT TOP OF RUBBISH AND LINEN CHUTES AND IN 21. IDENTIFY MECHANICAL, ELECTRICAL, ROOF ACCESS, FIRE RISER AND PUMP ROOMS WITH 22. THE APPROPRIATE LOCATION AND OPERATION OF ALL EXIT SIGNS IS SUBJECT TO AN ON-SITE
- INSPECTION. ADDITONAL EXIT SIGNS MAY BE REQUIREID. PROVIDE ELECTRIAL CIRCUIT BREAKERS FOR ALL EXIT LIGHTING, IDENTIFY AND LABEL PROPERLY UPON INSPECTION. 23. THE APPROPRIATE LOCATION AND OPERATION OF EMERGENCY LIGHTING IS SUBJECT TO AN ON-SITE INSPECTION. ADDITIONAL EMERGENCY LIGHTING UNITS MAY BE REQRUIED. ELECTRICAL CIRCUIT BREAKERS FOR ALL EMERGENCY LIGHTING MUST BE IDENTIFIED AND



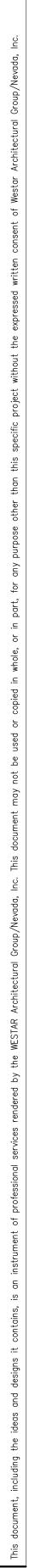
1645 VILLAGE CENTER CIRCLE, SUITE 200 LAS VEGAS, NEVADA 89134 PHONE: 702-410-5225 OWNER REPRESENTATIVE PBR CONSULTING SERVICES, LLC 2260 CORPORATE CIRCLE, SUITE 490 HENDERSON, NEVADA 89074 PHONE: 702-882-6711 PROJECT NAME **HOME 2 SUITES BUENA PARK** CALIFORNIA 7860 BEACH BOULEVARD BUENA PARK, CALIFORNIA 90620 CONSULTANT TEAM KLENK EN. 04.30.2025 FOR PLAN **REVIEW ONLY** SUBMITTAL

LEGAL OWNER

KINGSBARN REALTY

CAPITAL

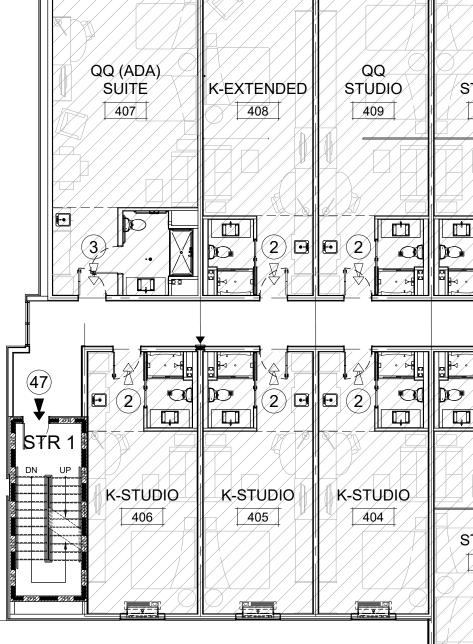
EVISION FNT











			4TH & 6TH L	· · · · · · · · · · · · · · · · · · ·		,				
-					OCCUPANTIOND					
ROOM NAME	OCCUPANCY	ROOM NO.	AREA (S.F.)	OCCUPANT LOAD FACTOR	OCCUPANT LOAD	(BY SPACE)	(BY SPACE)		OCCUPIED BUILDING SPACE	Image: Specific constraint     FIRE DEPARTMENT CONNECTION       Image: Specific constraint     Image: Specific constraint       Image: Specific constraint     Image: Specific constraint
ELEVATOR LOBBY	R-1	400	294.9	15	20	1	1		FIRE-LANE IDENTIFICATION	Om
QQ-STUDIO	R-1	401	381.1	200	2	1	1		2	O1 CLASS 1 STANDPIPE
QQ-STUDIO	R-1	402	381.1	200	2	1	1	XXX 🔪		
QQ-STUDIO	R-1	403	381.1	200	2	1	1			S1-XX STAIRWAY IDENTIFICATION
K-STUDIO	R-1	404	307.14	200	2	1	1			SIGN. SEE DETAIL
K-STUDIO	R-1	405	307.14	200	2	1	1	⊂(#)	OCCUPANT LOAD SPACE	
K-STUDIO	R-1	406	307.14	200	2	1	1	$\bigcirc$		EXIT NUMBER
QQ (ADA) SUITE	R-1	407	483.29	200	3	1	1	•#	TOTAL OCCUPANT LOAD.	CLEAR EXIT WIDTH (IN.)
K-EXTENDED	R-1	408	381.1	200	2	1	1		USING EXIT ACCESS	$\begin{array}{c c} \# & \# \\ \hline \# & \# \\ \hline \# & \# \\ \end{array}$ WIDTH PER PERSON (IN.)
QQ-STUDIO	R-1	409	381.1	200	2	1	1		OCCUPANT LOAD EXITING	
QQ-STUDIO	R-1	410	381.1	200	2	1	1	≪⊐(#)	FROM SPACE	MAX. CAPACITY
QQ-STUDIO	R-1	411	381.1	200	2	1	1	$\frown$	SUB-TOTAL OCCUPANT	ACTUAL USE
QQ-STUDIO	R-1	412	381.1	200	2	1	1	(#)	LOAD EXITING FROM SPACE	
QQ-STUDIO	R-1	413	381.1	200	2	1	1			
QQ-STUDIO	R-1	414	381.1	200	2	1	1		FIRE EXTINGUISHER CABINET	
QQ-STUDIO	R-1	415	381.1	200	2	1	1		O/DINE I	
QQ-STUDIO	R-1	416	381.1	200	2	1	1	$\bullet [X]$	BRACKET MOUNTED FIRE	
QQ-STUDIO	R-1	417	381.1	200	2	1	1		EXTINGUISHER	
K-EXTENDED	R-1	418	381.1	200	2	1	1		EXIT SIGN [IBC 1011.3]	
QQ-STUDIO	R-1	419	381.1	200	2	1	1			
QQ-STUDIO	R-1	420	381.1	200	2	1	1		LIMITS OF WORK	
QQ-STUDIO	R-1	421	381.1	200	2	1	1			
QQ-CONNECTED	R-1	422	381.1	200	2	1	1		PATH OF EGRESS TRAVEL	
QQ-CONNECTED	R-1	423	381.1	200	2	1	1		PATH OF EGRESS TRAVEL	
K-EXTENDED	R-1	424	381.1	200	2	1	1		1-HOUR	
K (ADA) SUITE	R-1	426	402.31	200	3	1	1	, 1HR , 1HR ,	FIRE-RATED PARTITION	
K-STUDIO	R-1	427	307.11	200	2	1	1		2-HOUR	
K-STUDIO	R-1	428	307.11	200	2	1	1	2HR2HR _	FIRE-RATED PARTITION	
SUITE (ADA)	R-1	429	615.23	200	4	1	1		2-HOUR FIRE-RATED	
QQ-CONNECTED	R-1	430	381.1	200	2	1	1	2-HR 2-HR	PARTITION EXTERIOR	
QQ-CONNECTED	R-1	431	381.1	200	2	1	1			
K-CONNECTED	R-1	432	307.14	200	2	1	1	2FB 2FB	2-HOUR FIRE BARRIER	
K-STUDIO	R-1	433	307.14	200	2	1	1			
HOUSEKEEPING	B (1)	434	223.96	300	1	1	1	2SB2SB		
ICE MAKER	R-1	435	42.47	300	11	1	1		SMOKE BARRIER	
CORRIDOR	R-1		1497.86	N/A		2			<ul> <li>HOSE REACH (MAX 150 LF)</li> </ul>	
		TOTAL	14094.14		90					
									ADA N	OTES
								• • •	CLEARANCES AT DOORS SHALL BE ABILITIES ACT AS NOTED ON SHEET	IN ACCORDANCE WITH THE AMERICAN ADA.01.
									NTAIN 60 IN. CLEAR TURNING SPACI .3.1 OR 3.04.3.2.	E OR "T-SHAPED" TURNING SPACE PER ADA
								ADA.05 MAII	NTAIN 30 IN. x 48 IN. CLEAR FLOOR S	SPACE AT URINALS. ADAAG 605.3 AND 305
									NTAIN 30 IN. x 48 IN. CLEAR FLOOR S AR FLOOR SPACE AND 306 FOR TOI	SPACE AT LAVATORIES. COMPLY WITH 305 FOR E AND KNEE CLEARANCE.

# LEGENDS & SYMBOLS

ADA.07 MILLWORK WORK SURFACES SHALL BE 28 IN. MINIMUM AND 34 IN. MAXIMUM IN ACCORDANCE WITH ADAAG 902.3.

QQ STUDIO 410	QQ STUDIO 411	QQ STUDIO 412		QQ STUDIO 414	QQ STUDIO 415	QQ STUDIO 416	K-EXTENDED	QQ STUDIO 419			QQ CONNECTED 423	K-EXTENDED
20			20 20									±⊐ (43) ↓
QQ STUDIO 403	QQ STUDIO 402	QQ STUDIO 401	ELEV. LOBBY 400 20	B.O.H. 434	K-STUDIO	K-CONNECTED	QQ CONNECTED 430	SUITE (ADA)	K-STUDIO 428	K-STUDIO 427	K (ADA) SUIT	STR 2
									 	<u> </u>		

# FOURTH & SIXTH FLOOR EXITING PLANS

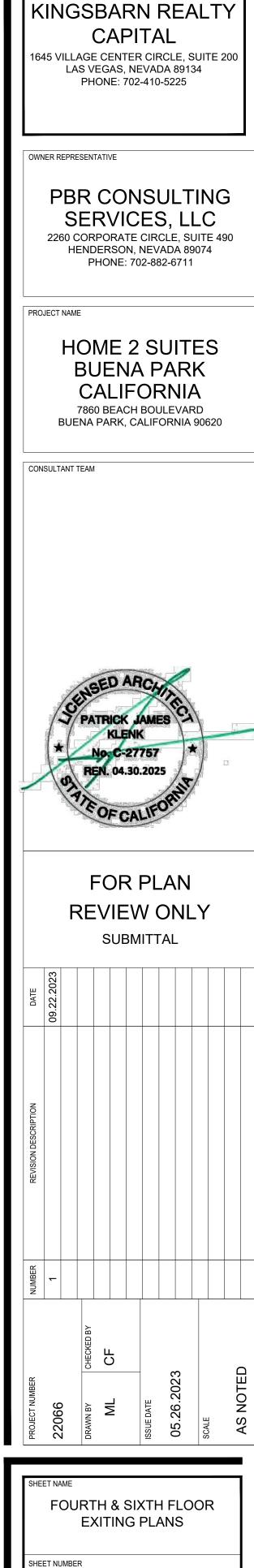


SCALE: 3/32" = 1'-0"

# EGRESS GENERAL NOTES

- 1. EXIT SIGNS SHALL BE INTERNALLY OR EXTERNALLY ILLUMINATED 2. EXIT SIGNS ILLUMINATED BY AN EXTERNAL SOURCE SHALL HAVE AN INTENSITY OF NOT LESS IECTION THAN 5-FOOT CANDLES INTERNALLY ILLUMINATED SIGNS SHALL BE LISTED AND LABELED AND SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND SECTION 2702 4. EXIT SIGNS SHALL BE ILLUMINATED AT ALL TIMES 5. EXIT SIGNS SHALL BE CONNECTED TO EMERGENCY POWER SYSTEMS THAT WILL PROVIDE AN ILLUMINATION OF NOT LESS THAN 90 MIN IN CASE OF PRIMARY POWER LOSS (1011.2-1011.6.3) 6. EGRESS DOORS SHALL BE READILY ENABLED FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY OR SPECIAL KNOWLEDGE OR EFFORT. SEE 1008.1.9 FOR EXCEPTIONS DOOR HANDLES, LOCK AND OTHER OPERATING DEVICES SHALL BE INSTALLED AT A MIN 34" AND A MAX 48" ABOVE THE FINISHED FLOOR 8. ALL EGRESS DOOR OPERATION SHALL ALSO COMPLY WITH SECTION 1008.1.-1008.9.1.2 9. THE MEANS OF EGRESS, INCLUDING THE EXIT DISCHARGE, SHALL BE ILLUMINATED AT ALL TIMES THE BUILDING SPACE SERVED BY THE MEANS OF EGRESS IS OCCUPIED 10. THE MEANS OF EGRESS ILLUMINATION LEVEL SHALL BE LESS THAN 1 FOOT-CANDLE AT THE WALKING SURFACE 11. THE POWER SUPPLY FOR MEANS OF EGRESS ILLUMINATION SHALL NORMALLY BE PROVIDED BY THE PREMISES ELECTRICAL SUPPLY. IN THE EVENT OF POWER SUPPLY FAILURE, AN EMERGENCY ELECTRICAL SYSTEM SHALL AUTOMATICALLY ILLUMINATE THE FOLLOWING AREAS: a. AISLES AND UNENCLOSED EGRESS STAIRWAYS IN ROOMS AND SPACES THAT REQUIRE TWO OR MORE MEANS OF EGRESS CORRIDORS, EXIT ENCLOSURES AND EXIT PASSAGEWAYS IN BUILDINGS REQUIRED TO b. HAVE TWO OR MORE EXITS EXTERIOR COMPONENTS AT OTHER THAN THE LEVEL OF EXIT DISCHARGE UNTIL EXIT DISCHARGE IS ACCOMPLISHED FOR BUILDINGS REQUIRED TO HAVE TWO OR MORE EXITS d. INTERIOR EXIT DISCHARGE ELEMENTS AS PERMITTED IN SECTION 1024.1 IN BUILDINGS REQUIRED TO HAVE TWO OR MORE EXITS e. EXTERIOR LANDINGS, AS REQUIRED BY SECTION 1008.1.5 FOR EXIT DISCHARGE DOORWAYS IN BODINGS REQUIRED TO HAVE TWO OR MORE EXITS 12. THE EMERGENCY POWER SYSTEM SHALL PROVIDE POWER DURATION OF NOT LESS THAN 90 MINUTES AND SHALL CONSIST OF STORAGE BATTERIES, UNIT EQUIPMENT OR AN ON-SITE GENERATOR. THE INSTALLATION OF THE EMERGENCY POWER SYSTEM SHALL BE IN ACCORDANCE WITH CHAPTER 27 13. EMERGENCY LIGHTING FACILITIES SHALL BE ARRANGED TO PROVIDE INITIAL ILLUMINATION THAT IS AT LEAST AN AVERAGE OF 1 FOOT-CANDLE AVERAGE AND A MINIMUM AT ANY POINT OF 0.1 FOOT-CANDLE. ILLUMINATION LEVELS SHALL BE PERMITTED TO DECLINE TO 0.6 FOOT-CANDLE AVERAGE AND A MINIMUM AT ANY POINT OF 0.16 FOOT-CANDLE AT EH END OF THE EMERGENCY LIGHTING TIME DURATION. A MAXIMUM-TO-MINIMUM ILLUMINATION UNIFORMITY RATIO OF 40 TO 1 SHALL NOT BE EXCEEDED
  - 14. THE EXIT SIGNS SHALL ALSO BE CONNECTED TO AN EMERGENCY ELECTRICAL SYSTEM PROVIDED FROM STORAGE BATTERIES UNIT EQUIPMENT OR AN ON-SITE GENERATOR SET AND THE SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH ELECTRICAL CODE. 15. THIS BUILDING AND GARAGE PODIUM MUST BE EQUIPPED WITH AN AUTOMATIC FIRE
  - EXTINGUISHING SYSTEM COMPLYING WITH NFPA-13; THE SPRINKLER SYSTEM SHALL BE APPROVED BY PLUMBING DIVISION PRIOR TO INSTALLATION (903.2.8)J 16. PROVIDE FIRE EXTINGUISHER AS REQUIRE BY FIRE INSPECTOR
  - 17. FIRE EXTINGUISHER MOUNT HEIGHT SHALL BE AT REACHABLE RANGE (MIN 15" HIGH / MAXIMUM 48" HIGH) 18. PROPERLY MOUNTED FIRE EXTINGUISHERS / FIRE EXTINGUISHER CABINETS MUST BE READILY
  - VISIBLE AND INSTALLED IN THE COMMONLY TRAVELED PORTIONS OF THE STRUCTURE. TRAVEL DISTANCE TO AN EXTINGUISHER MUST NOT EXCEED 75 FET FROM ANY LOCATION IN THE STRUCTURE
  - 19. APPROVED RADIO COVERAGE SHALL BE PROVIDED ACCORDING TO LAFCBC 510 20. PROVIDE AUTOMATIC SPRINKLER SYSTEM AT TOP OF RUBBISH AND LINEN CHUTES AND IN THEIR TERMINAL ROOM (903.2.11.2) 21. IDENTIFY MECHANICAL, ÈLECTRICÁL, ROOF ACCESS, FIRE RISER AND PUMP ROOMS WITH
  - PERMANENT SIGNAGE 22. THE APPROPRIATE LOCATION AND OPERATION OF ALL EXIT SIGNS IS SUBJECT TO AN ON-SITE
  - INSPECTION. ADDITONAL EXIT SIGNS MAY BE REQUIREID. PROVIDE ELECTRIAL CIRCUIT BREAKERS FOR ALL EXIT LIGHTING, IDENTIFY AND LABEL PROPERLY UPON INSPECTION. 23. THE APPROPRIATE LOCATION AND OPERATION OF EMERGENCY LIGHTING IS SUBJECT TO AN ON-SITE INSPECTION. ADDITIONAL EMERGENCY LIGHTING UNITS MAY BE REQRUIED. ELECTRICAL CIRCUIT BREAKERS FOR ALL EMERGENCY LIGHTING MUST BE IDENTIFIED AND PROPERLY LABELED UPON INSPECTION.

# 22060 - BUENA PARK-HOME 2 SUITES



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LEGAL OWNER

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# ENGINEER'S NOTES TO CONTRACTORA

- CONTRACTOR AGREES THAT HE/SHE WILL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND INDEMNIFY AND HOLD THE OWNER, THE CONSULTING ENGINEER AND THE GOVERNING AUTHORITIES HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER, THE CONSULTING ENGINEER OR THE GOVERNING AUTHORITIES.
- THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES NECESSARY TO PROTECT EXISTING IMPROVEMENTS, WHICH ARE TO REMAIN IN PLACE, FROM DAMAGE; AND ALL SUCH IMPROVEMENTS OR STRUCTURES DAMAGED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED. RECONNECTED. AND/OR RECONSTRUCTED SATISFACTORY TO THE ENGINEER AT THE EXPENSE OF THE CONTRACTOR.
- 3. ALL WORK SHALL CONFORM TO THE STANDARD PLANS AND SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. (GREEN BOOK LATEST EDITION)
- WORK WITHIN ADA PATH OF TRAVEL AND ADA PARKING SHALL CONFORM TO THE CURRENT CALIFORNIA TITLE 24 AND THE CALIFORNIA ACCESSIBILITY MANUAL FOR ALL ADA REQUIREMENTS.
- 5. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING DIGALERT AT 811 TWO WORKING DAYS BEFORE PRIOR TO ANY DIGGING.
- 6. THE CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL MEASURES AND COMPLIANCE WITH ALL SOUTH COAST AQMD RULES AND REGULATIONS. ALL GRADING OPERATIONS SHALL BE SUSPENDED DURING SECOND (OR WORSE) STAGE SMOG ALERTS BY AQMD.
- WATER SHALL BE APPLIED TO THE SITE TWICE DAILY DURING GRADING OPERATIONS IN COMPLIANCE WITH SOUTH COAST AQMD RULE 403 (FUGITIVE DUST EMISSIONS). CONTRACTOR SHALL PERIODICALLY OPERATE STREET SWEEPERS ON PAVED AREAS ADJACENT TO THE SITE.
- 8. ALL EXISTING CURB PAINTED RED TO BE REMOVED AND REPLACED 26. CONTRACTOR SHALL LEAVE NO VERTICAL EDGES WHERE SHALL BE PAINTED RED PER THE LOCAL FIRE AUTHORITY DEPARTMENT REQUIREMENTS.
- 9. ALL PROPOSED PAVEMENT, SIDEWALK, AND CURBS JOINING EXISTING SHALL BE FLUSH AT TRANSITION.
- 10. ALL EXISTING UTILITY COVERS, GRATES, OR BOXES WITHIN THE PROJECT LIMITS SHALL BE ADJUSTED TO FINISHED SURFACE. ALL GRATES SHALL BE ORIENTED PERPENDICULAR TO THE DIRECTION OF TRAVEL. ALL NEW GRATES SHALL BE ADA COMPLIANT.
- 11. IT IS THE CONTRACTORS RESPONSIBILITY TO MAINTAIN 1% MIN. SURFACE GRADE FOR POSITIVE DRAINAGE IN ALL AREAS. NOTIFY ENGINEER PRIOR TO CONSTRUCTION WITH ANY DISCREPANCIES DISCOVERED.
- WHERE OVERLAY AND JOIN LINES MAY RESULT IN PONDING, THE CONTRACTOR SHALL FEATHER OUT AT 1% MIN. TO MAINTAIN POSITIVE DRAINAGE.
- 13. ALL GRINDING ALONG CURBS, GUTTERS, AND LIMITS OF OVERLAY SHALL BE A MINIMUM OF 5-FEET WIDTH AND TAPERED FROM 1 5/8-INCH AT OUTSIDE LIMITS TO 0-INCH AT INSIDE LIMITS.
- 14. ALL DRIVE TRANSITIONS AT END OF OVERLAY LIMITS SHALL HAVE A DOUBLE HEADER CUT.
- 15. ALL PROPOSED ELEVATIONS/CONTOURS SHOWN REPRESENT FINISH 31. PER CALIFORNIA BUILDING CODE SECTION 1804A.4 THE GROUND SURFACE ELEVATIONS.
- 16. IRRIGATION LATERALS, PARKING LOT LIGHTING WIRING AND SIGNAL WIRING ARE NOT TYPICALLY SHOWN. IF SHOWN ON THE CIVIL DRAWNGS, THESE ITEMS ARE FOR REFERENCE ONLY AND NOT FOR CONSTRUCTION STAKING. VERIFY LOCATION BEFORE COMMENCING WITH GRADING. REPLACE OR REPAIR DAMAGED ITEM IMMEDIATELY TO PROVIDE UNINTERRUPTED SERVICE

- 17. GRADING MATCH POINTS TO EXISTING CONDITIONS ARE BASED ON ESTIMATED ELEVATIONS FROM AERIAL AND TOPOGRAPHIC FIELD SURVEYS. CONTRACTOR SHALL VERIFY ELEVATIONS AT MATCH POINTS BEFORE GRADING TO ENSURE PROPER DRAINAGE AND SLOPES.
- 18. THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATIONS OF ALL GRADING QUANTITIES AND FOR THE ACTUAL LAND BALANCE, INCLUDING UTILITY TRENCH SPOIL. THE CONTRACTOR SHALL IMPORT OR EXPORT MATERIAL AS NECESSARY TO COMPLETE THE PROJECT.
- 19. ALL DIMENSIONS SHOWN ARE TO FACE OF CURB.
- 20. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY SIGNAGE/STRIPING CONFLICTS BY REMOVING, SANDBLASTING, AND OR HIGH PRESSURE POWER WASHING. SEE PLANS FOR TYPE OF REMOVALS AND MEANS OF REMOVALS.
- ALL TRAFFIC CONTROL AND LANE CLOSURES TO BE PER THE CURRENT CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) STANDARDS.
- 22. SAWCUT LINE INDICATES LIMITS OF APPROXIMATE REMOVALS. FOR CONCRETE REMOVALS, CONTRACTOR SHALL REMOVE TO THE NEAREST EXPANSION JOINT.
- 23. NOISE SOURCES ASSOCIATED WITH CONSTRUCTION, REPAIR, REMODELING OR GRADING OF ANY REAL PROPERTY, AND DELIVERY OR REPAIR OF CONSTRUCTION AND GRADING EQUIPMENT, IS ALLOWED, PROVIDED SUCH ACTIVITIES DO NOT TAKE PLACE BETWEEN THE HOURS OF 8:00 P.M. TO 7:00 A.M. ON WEEKDAYS INCLUDING SATURDAY. OR AT ANY TIME ON SUNDAY OR A FEDERAL HOLIDAY, OR AS NOTED IN THE CITY OF BUENA PARK MUNICIPAL CODE.
- 24. THE CONTRACTOR SHALL ENSURE THAT ADA SIGNAGE WITHIN THE IMRPOVEMENTS LIMITS ARE LOCATED IN THE PROPER LOCATION WITHIN THE ADA PARKING STALLS AND SHALL ADJUST, RELOCATE, OR REPLACE TO COMPLY WITH THE CURRENT ADA, CBC, AND LOCAL CODE. ADA SIGNS IN A.C. PAVEMENT MODIFICATIONS MAY REQUIRE HEIGHT/LOCATION ADJUSTMENTS DUE TO NEW FINISH SURFACE ELEVATIONS. MAINTAIN 18-FEET MINIMUM CLEAR FROM ADA PARKING STALL AND 4-FEET MINIMUM CLEAR FOR ACCESS/PATH OF TRAVEL.
- 25. DESIGN SHALL COMPLY WITH THE CURRENT EDITIONS OF THE CBC, CMC, CPC AND CEC AS AMENDED BY CITY ORDINANCES AND THE CURRENT EDITION TITLE 24 ENERGY REGULATIONS.
- EXISTING/PROPOSED ASPHALT MEETS EXISTING PROPOSED CONCRETE. CONTRACTOR SHALL FEATHER EDGES PER PLANS AND/OR DETAILS. CONTRACTOR SHALL CONTACT ENGINEER IMMÉDIATELY IF FURTHER DIRECTIONS IS NEEDED.
- 27. CONTRACTOR. SHALL REPLICATE EXISTING TRAFFIC CONTROL AS AFFECTED BY THE WORK HEREIN, EXCEPT AS DESCRIBED OTHERWISE.
- 28. ALL STRUCTURES AND FOOTINGS SHALL BE CONSTRUCTED PER SEPARATE BUILDING AND/OR STRUCTURAL PLANS, AND APPROVED GEOTECHNICAL REPORT. DO NOT CONSTRUCT FROM CIVIL PLANS.
- 29. CONTRACTOR SHALL COORDINATE FINAL PAD SECTION WITH APPROVED GEOTECHNICAL REPORT. PERMITTED STRUCTURAL PLANS. AND FINISH FLOOR ELEVATIONS AS SHOWN HEREON. CIVIL ENGINEER SHALL ASSUME NO RESPONSIBILITY RESULTING FROM INCONSISTENCY BETWEEN STRUCTURAL PLANS AND APPROVED GEOTECHNICAL REPORT.
- 30. WOOD FRAMING MEMBERS, INCLUDING WOOD SHEATHING, THAT ARE IN CONTACT WITH EXTERIOR FOUNDATION WALLS AND ARE LESS THAN 8 INCHES FROM EXPOSED EARTH SHALL BE OF NATURAL DURABLE OR PRESERVATIVE-TREATED WOOD PER CALIFORNIA BUILDING CODE SECTION 2304.12.1.2.
- IMMEDIATELY ADJACENT TO THE FOUNDATION SHALL BE SLOPED AWAY FROM THE BUILDING AT A SLOPE OF NOT LESS THAN ONE UNIT VERTICAL IN 20 UNITS HORIZONTAL (5% SLOPE) FOR A MINIMUM DISTANCE OF 10 FEET MEASURED PERPENDICULAR TO THE FACE OF THE WALL. IF PHYSICAL OBSTRUCTIONS OR LOT LINES PROHIBIT 10 FEET OF HORIZONTAL DISTANCE, A 5% SLOPE SHALL BE PROVIDED TO AN APPROVED ALTERNATIVE METHOD OF DIVERTING WATER AWAY FROM THE FOUNDATION. SWALES USED FOR THIS PURPOSE SHALL BE SLOPES NOT LESS THAN 2% WHERE LOCATED WITHIN 10 FEET OF THE BUILDING FOUNDATION.

### **CIVIL ENGINEER**

R.A. SMITH, INC. 8881 RESEARCH DRIVE **IRVINE, CALIFORNIA 92618** (949) 872-2378 Phone (949) 387-3915 CONTACTA MR. CHRIS BRATTY MR. ERIC ROBLES, P.E.



CREATIVITY BEYOND ENGINEERING

rasmith.com

### DEVELOPER

.....

KINGSBARN REALTY CAPITAL 1645 VILLAGE CENTER CIRCLE, SUITE 200 LAS VEGAS, NV 89134

CONTACT: 702-750-4126

### SOILS ENGINEER

SASSAN GEOSCIENCES. INC. 1290 NORTH LAKE AVENUE. SUITE 204 PASADENA. CA 91104-2869

# PRELIMINARY GRADING PLANS

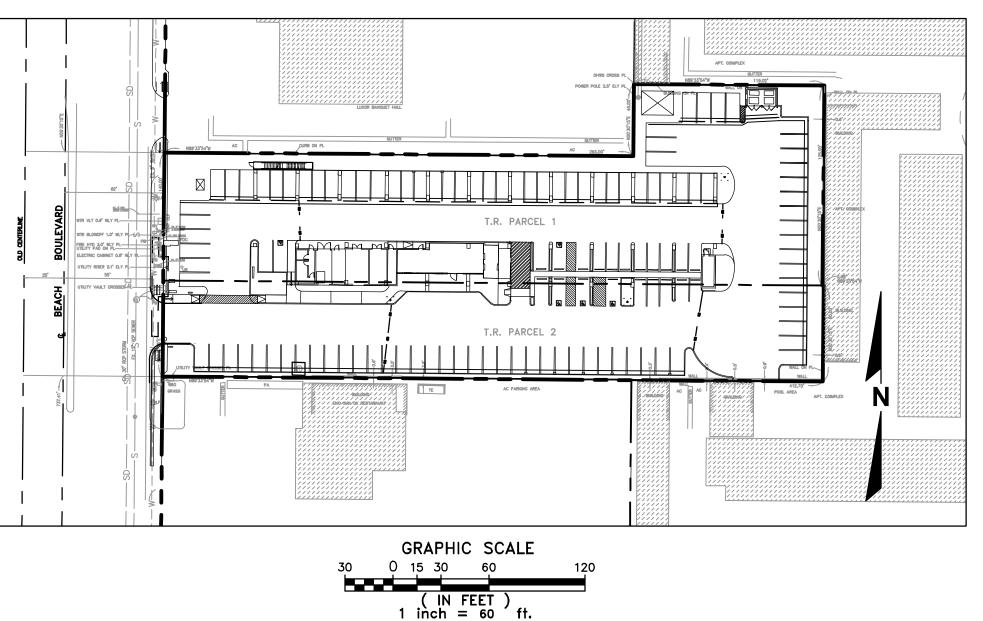
# FOR **BUENA PARK - HOME 2 SUITES** 7860 BEACH BLVD

SHEET NO

REPRESENTATIVES.

A) GRADING PERMIT

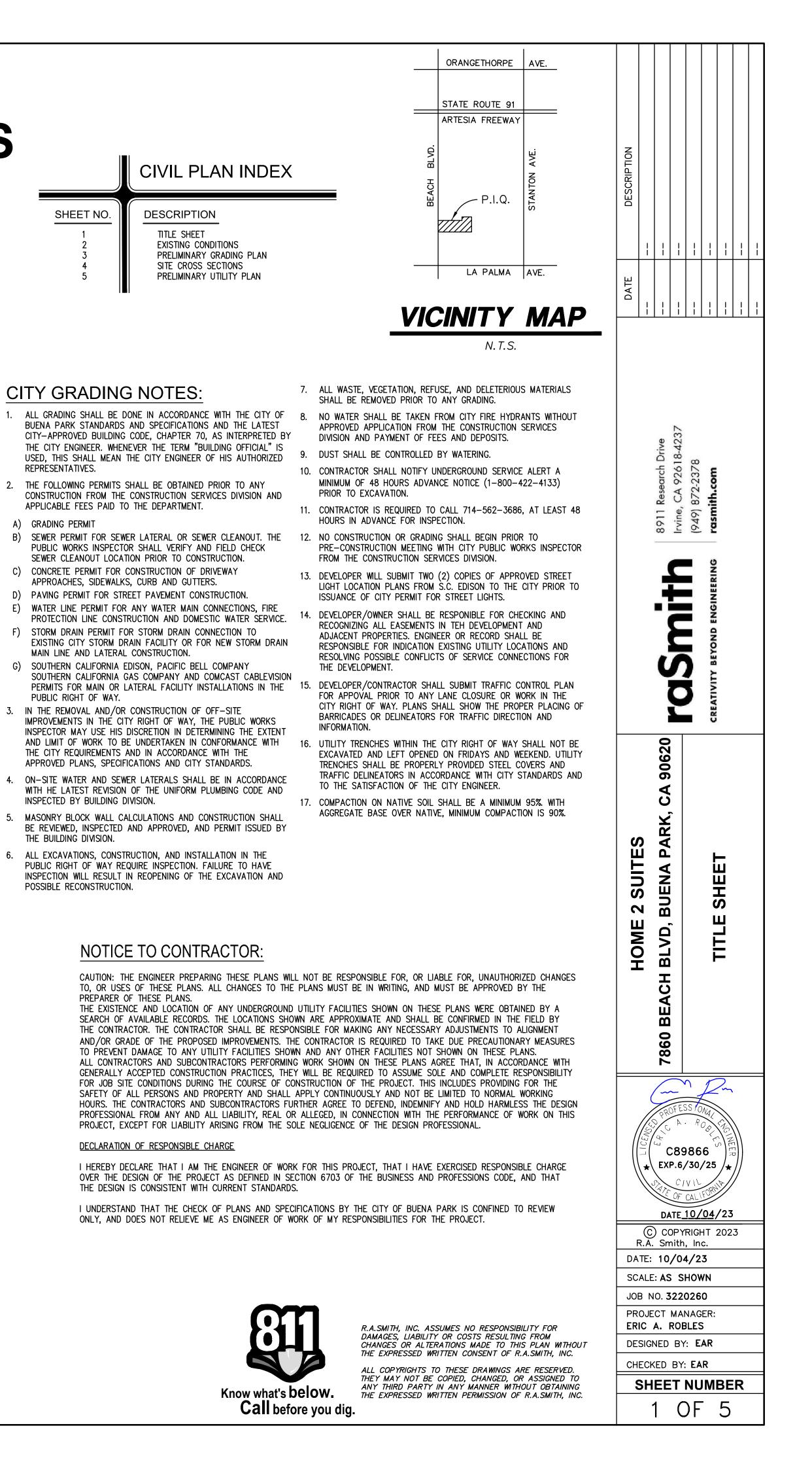
CITY OF BUENA PARK, COUNTY OF ORANGE CA

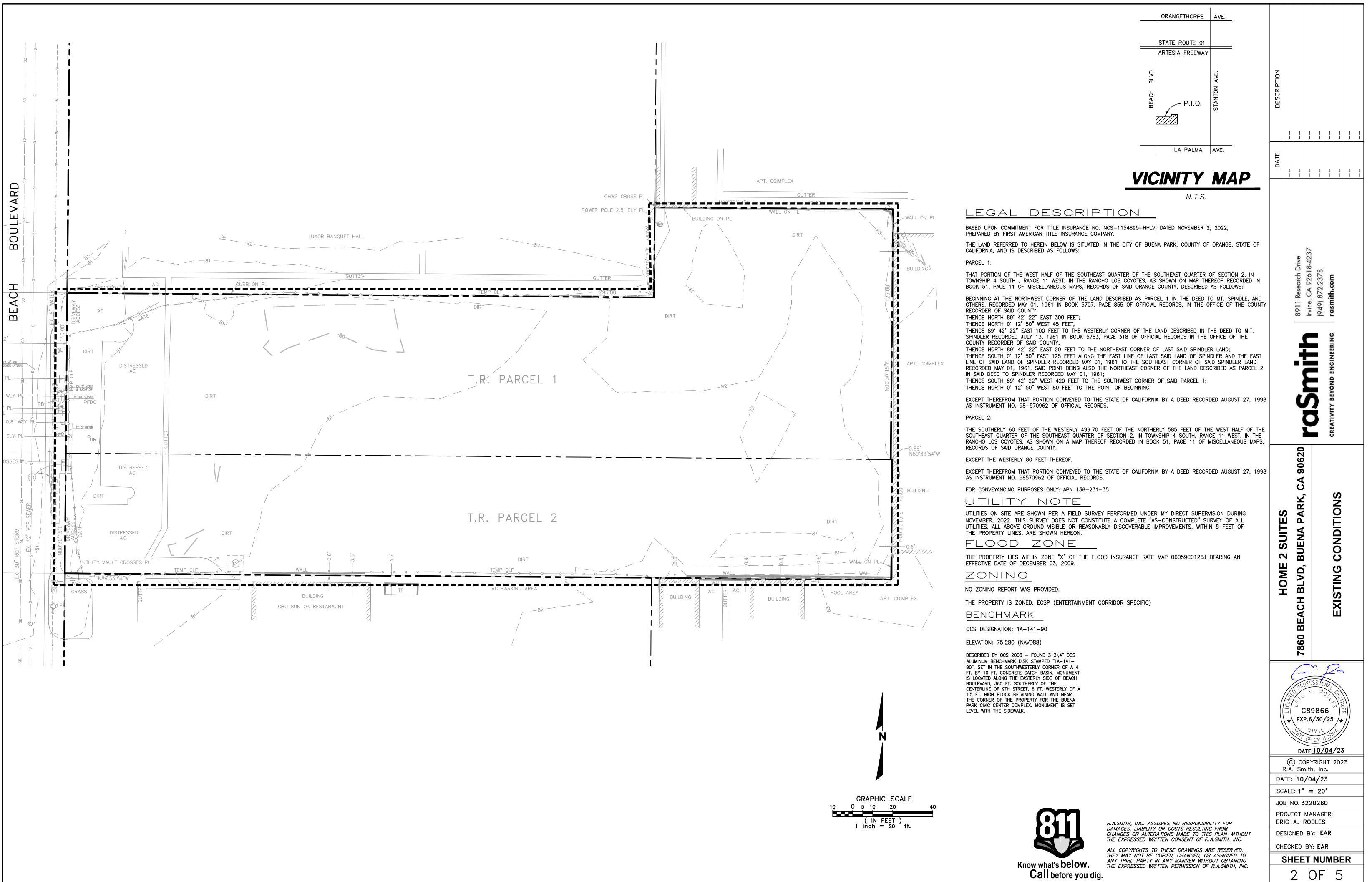


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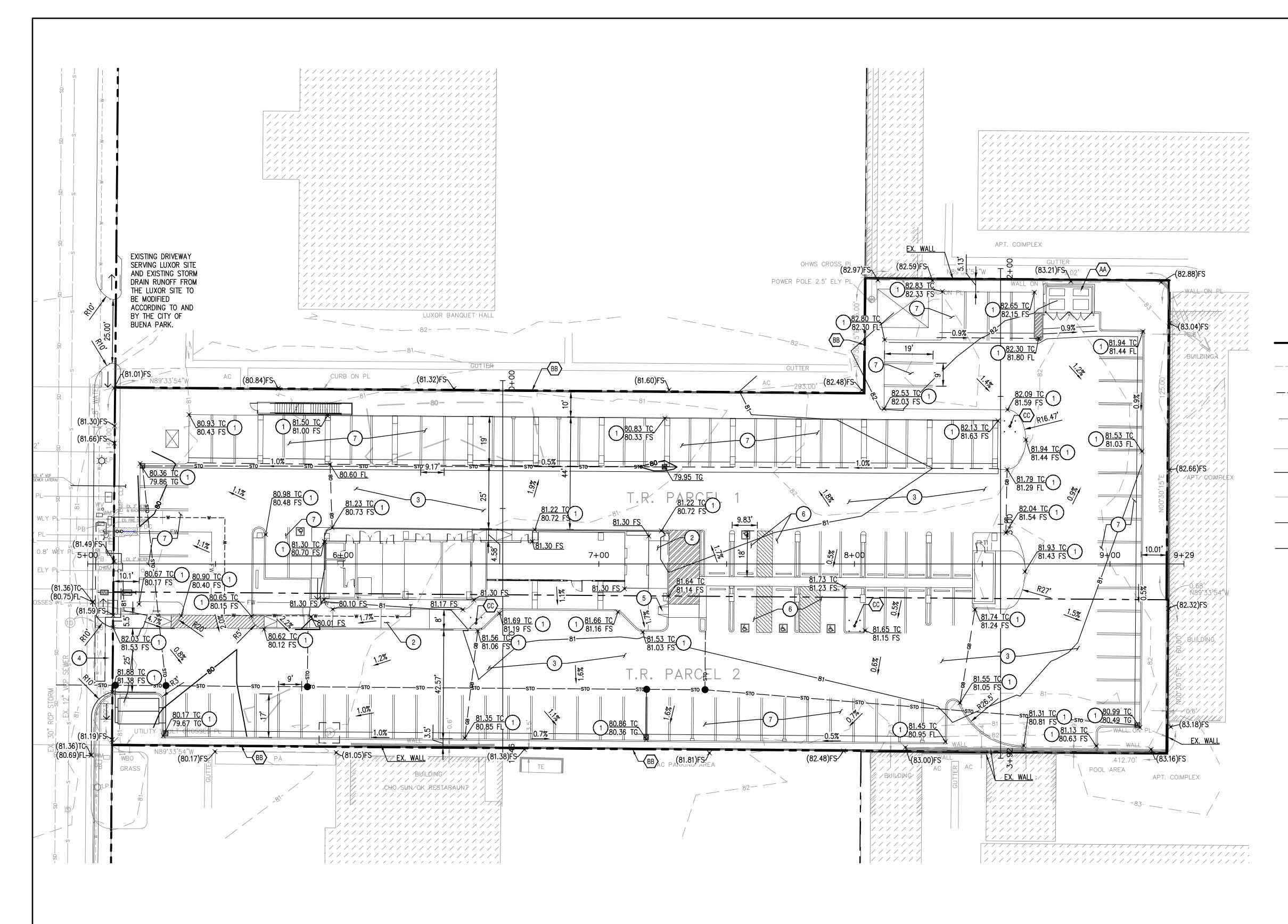
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w	– = PROPOSED WATER LINE	X	= EXISTING FIRE HYDRANT	SAFETY HOURS.
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s	– = PROPOSED SANITARY SEWER LINE	8	= WATER VALVE	PROJEC
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5	= STORM DRAIN MANHOLE	≻-FDC	= FIRE DEPARTMENT CONNECTION (FDC)	OVER 1
ଞ	= SEWER MANHOLE	PIV	= POST INDICATING VALVE	THE DE
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	= STORM DRAIN INLET (AT GRADE)	-XXXXXXXXXXXXXXXXX	= SAWCUT LINE	ONLY,
ĒT	= ELECTRICAL TRANSFORMER			
	= PROPOSED PARKING LOT LIGHT			
DDC	= DOUBLE CHECK BACKFLOW ASSEMBLY			
<b>0</b>	= BACKFLOW PREVENTION ASSEMBLY			

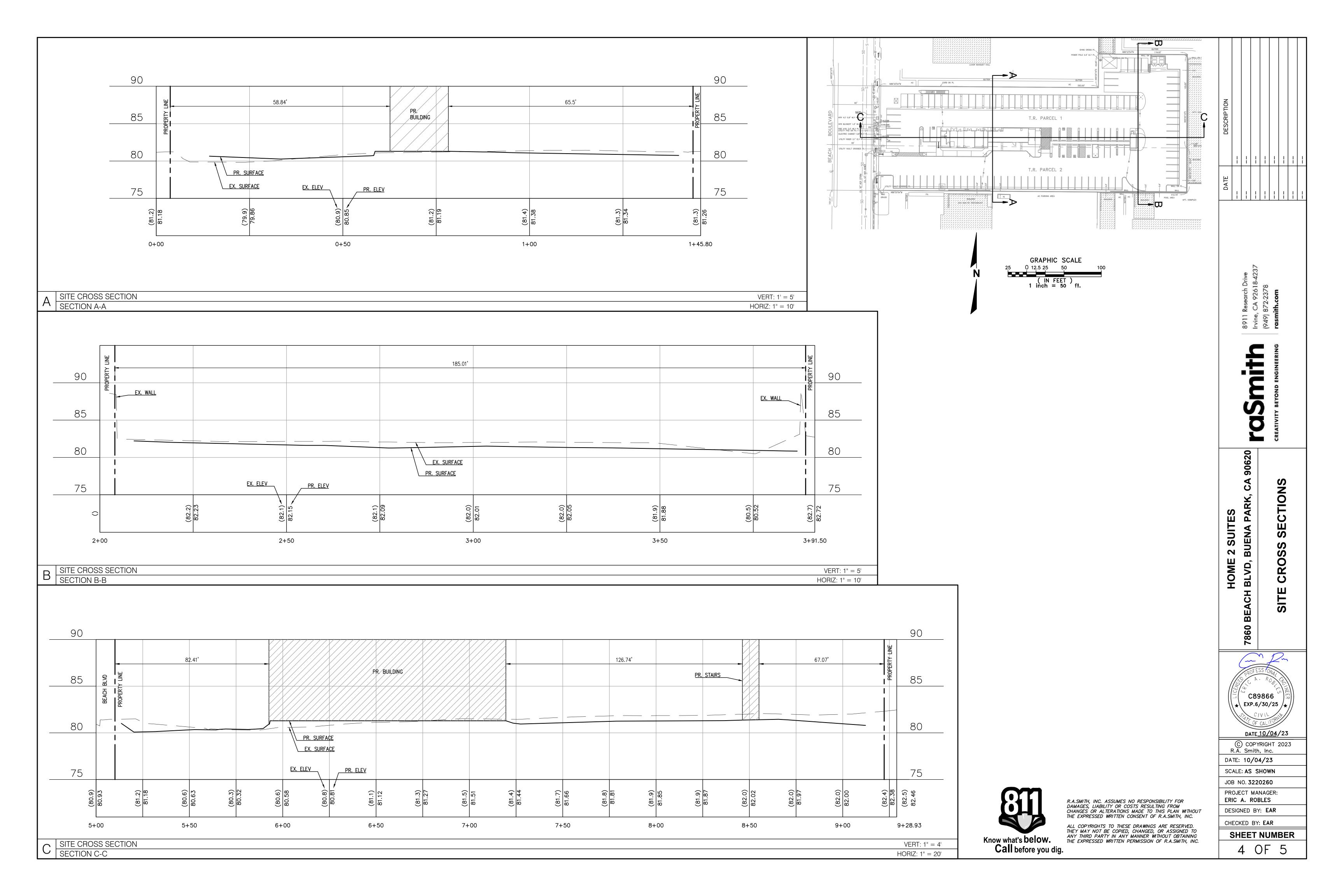


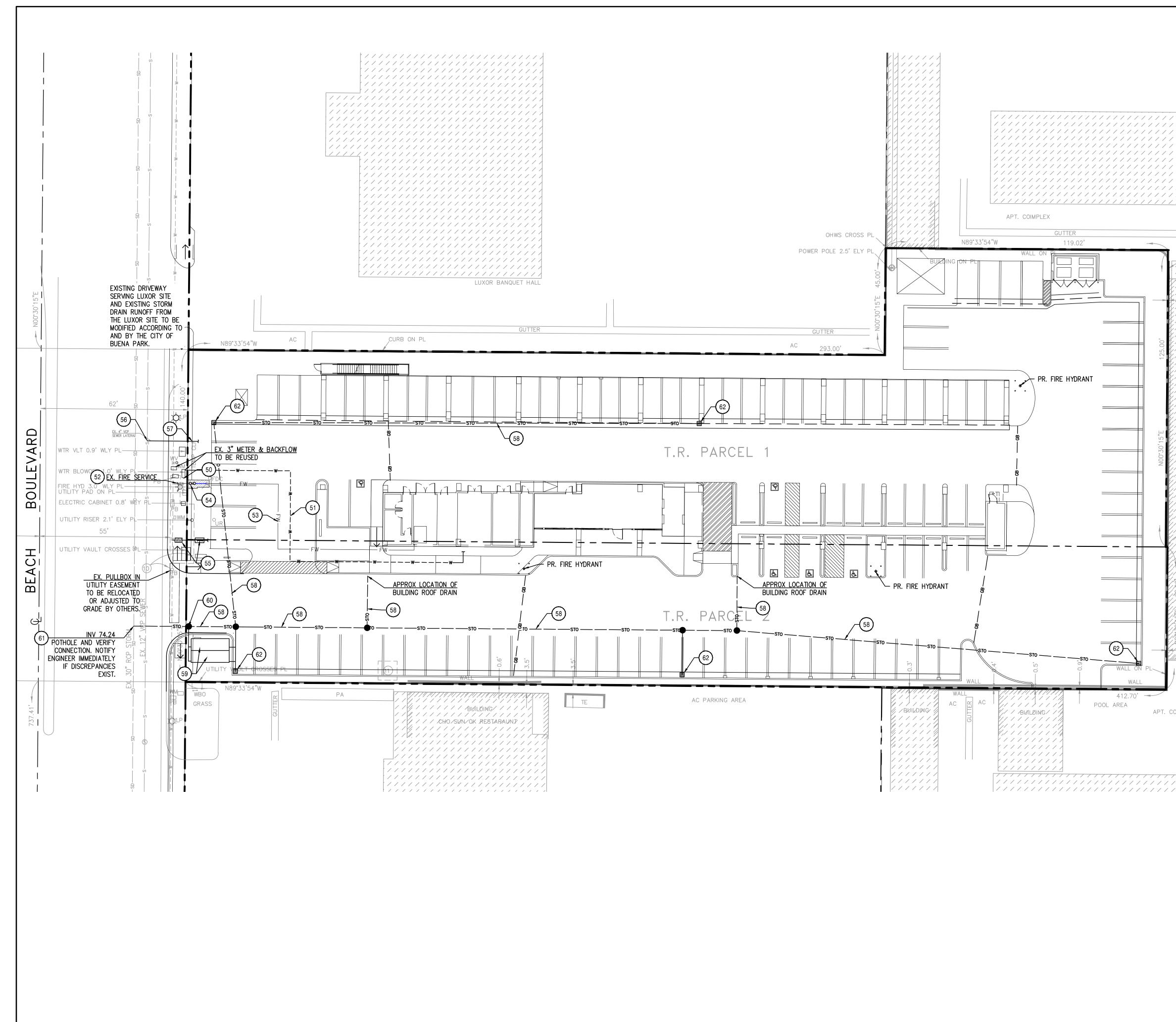


**Call** before you dig.



	CIVIL PLANNING N 1 PROPOSED CURB AND/OR 2 PROPOSED SIDEWALK PER 3 PROPOSED AC PAVEMENT 4 PROPOSED DRIVEWAY PER 5 PROPOSED ADA RAMP WIT 6 PROPOSED ADA STRIPING 7 PROPOSED WHITE PARKIN 7 PROPOSED WHITE PARKIN	CURB AND GUTTER PER CITY STDS. A CITY STDS. PER GEOTECH REPORT. A CITY STDS. TH TRUNCATED DOMES. AND SIGNAGE.	DATE DESCRIPTION		
w	PROPOSED S EXISTING STO	 NE TER LINE VATERLINE IRE LINE NITARY SEWER LINE ANITARY SEWER LINE ORM DRAIN LINE		Reser	CREATIVITY BEYOND ENGINEERING TOSTING (949) 872-2378
GRAPHIC 10 0 5 10 (IN FE 1 inch =	20 40			7860 BEACH BLVD, BUENA PARK, CA 90620	PRELIMINARY GRADING PLAN
Know what's	R.A.SMITH, INC. DAMAGES, LIABII CHANGES OR AL THE EXPRESSED ALL COPYRIGHTS THEY MAY NOT ANY THIRD PAR	ASSUMES NO RESPONSIBILITY FOR LITY OR COSTS RESULTING FROM TERATIONS MADE TO THIS PLAN WITHOUT WRITTEN CONSENT OF R.A.SMITH, INC. S TO THESE DRAWINGS ARE RESERVED. BE COPIED, CHANGED, OR ASSIGNED TO TY IN ANY MANNER WITHOUT OBTAINING WRITTEN PERMISSION OF R.A.SMITH, INC.	DA SC JO PR ER DE CH	ALE: 1" B NO. 32 OJECT N IC A. R SIGNED ECKED E SHEE	/04/23 = 20' 220260 MANAGER: OBLES BY: EAR





CIVIL PLANNING NOTES:									
(50)- REUSE EXISTING 3" WATER LATERAL, METER, AND BACKFLOW. (51)- PROPOSED 3" DOMESTIC WATER LINE.									
(52) REUSE EXISTING FIRE SERVICE, REPLACE IF NEEDED.									
53- PROPOSED ONSITE FIRE WATER LINE.									
54- PROPOSED DOUBLE CHECK DETECTOR ASSEMBLY.REPLACE EXISTING FDC IF NEEDED.	RIP TION								
55- PROPOSED 1" IRRIGATION METER, BACKFLOW, AND SERVICE. CONTINUATION PER IRRIGATION PLANS.	DESCRIP								
56- REMOVE AND REPLACE EXISTING 4" SEWER LATERAL WITH 8" LATERAL. WYE CONNECTION TO EXISTING 12" SEWER MAIN.									
57- PROPOSED 8" SANITARY SEWER. CONTINUATION PER PLUMBING PLANS.									
58- PROPOSED STORM DRAIN LINE.	DATE								
(59)- PROPOSED MODULAR WETLAND. (60)- PROPOSED STORM DRAIN MANHOLE.		i	l						
61- PROPOSED STORM DRAIN WYE CONNECTION TO EXISTING 36" RCP									
(62)- PROPOSED STORM DRAIN INLET WITH INLET FILTER.									
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R.A.SMITH, INC. ASSUMES NO RESPONSIBILITY FOR DAMAGES, LIABILITY OR COSTS RESULTING FROM CHANGES OR ALTERATIONS MADE TO THIS PLAN WITHOUT					BLES : E				
THE EXPRESSED WRITTEN CONSENT OF R.A.SMITH, INC. ALL COPYRIGHTS TO THESE DRAWINGS ARE RESERVED.	CHE	ECK	ED	BY:	EA	R			
<b>Know what's below.</b> <b>Know what's below.</b> <b>Know what's below.</b> <b>They May NOT BE COPIED, CHANGED, OR ASSIGNED TO</b> <b>ANY THIRD PARTY IN ANY MANNER WITHOUT OBTAINING</b> <b>THE EXPRESSED WRITTEN PERMISSION OF R.A.SMITH, INC.</b>	S	SHI	EE	T	NU	M	BE	R	_

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5 OF 5

# A.L.T.A. / N.S.P.S. LAND TITLE SURVEY CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA

### LEGAL DESCRIPTION

BASED UPON COMMITMENT FOR TITLE INSURANCE NO. NCS-1154895-HHLV, DATED NOVEMBER 2, 2022, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY.

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2. IN TOWNSHIP 4 SOUTH , RANGE 11 WEST, IN THE RANCHO LOS COYOTES, AS SHOWN ON MAP THEREOF RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE LAND DESCRIBED AS PARCEL 1 IN THE DEED TO MT. SPINDLE, AND OTHERS, RECORDED MAY 01, 1961 IN BOOK 5707, PAGE 855 OF OFFICIAL RECORDS. IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THENCE NORTH 89' 42' 22" EAST 300 FEET; THENCE NORTH 0° 12' 50" WEST 45 FEET,

THENCE 89° 42' 22" EAST 100 FEET TO THE WESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO M.T. SPINDLER RECORDED JULY 13, 1961 IN BOOK 5783, PAGE 318 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY,

THENCE NORTH 89" 42' 22" EAST 20 FEET TO THE NORTHEAST CORNER OF LAST SAID SPINDLER LAND: THENCE SOUTH 0° 12' 50" EAST 125 FEET ALONG THE EAST LINE OF LAST SAID LAND OF SPINDLER AND THE EAST LINE OF SAID LAND OF SPINDLER RECORDED MAY 01, 1961 TO THE SOUTHEAST CORNER OF SAID SPINDLER LAND RECORDED MAY 01, 1961, SAID POINT BEING ALSO THE NORTHEAST CORNER OF THE LAND DESCRIBED AS PARCEL 2 IN SAID DEED TO SPINDLER RECORDED MAY 01, 1961;

THENCE SOUTH 89" 42' 22" WEST 420 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE NORTH 0° 12' 50" WEST 80 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY A DEED RECORDED AUGUST 27, 1998 AS INSTRUMENT NO. 98-570962 OF OFFICIAL RECORDS.

PARCEL 2:

THE SOUTHERLY 60 FEET OF THE WESTERLY 499.70 FEET OF THE NORTHERLY 585 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, IN TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

EXCEPT THE WESTERLY 80 FEET THEREOF.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY A DEED RECORDED AUGUST 27, 1998 AS INSTRUMENT NO. 98570962 OF OFFICIAL RECORDS.

FOR CONVEYANCING PURPOSES ONLY: APN 136-231-35

# TITLE REPORT EXCEPTIONS

BASED UPON COMMITMENT FOR TITLE INSURANCE NO. NCS-1154895-HHLV, DATED NOVEMBER 2, 2022, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY. EASEMENTS ARE PLOTTED HEREON WITH REFERENCE TO PRELIMINARY TITLE REPORT EXCEPTION NUMBER.

1. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I--REQUIREMENTS ARE MET.

2. (A) TAXES OR ASSESSMENTS THAT ARE NOT SHOWN AS EXISTING LIENS BY THE RECORDS OF ANY TAXING AUTHORITY THAT LEVIES TAXES OR ASSESSMENTS ON REAL PROPERTY OR BY THE PUBLIC RECORDS; (B) PROCEEDINGS BY A PUBLIC AGENCY THAT MAY RESULT IN TAXES OR ASSESSMENTS. OR NOTICES OF SUCH PROCEEDINGS, WHETHER OR NOT SHOWN BY THE RECORDS OF SUCH AGENCY OR BY THE PUBLIC RECORDS.

3. ANY FACTS, RIGHTS, INTERESTS, OR CLAIMS THAT ARE NOT SHOWN BY THE PUBLIC RECORDS BUT THAT COULD BE ASCERTAINED BY AN INSPECTION OF THE LAND OR THAT MAY BE ASSERTED BY PERSONS IN POSSESSION OF THE LAND.

4. EASEMENTS, LIENS OR ENCUMBRANCES, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS. 5. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING

THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND NOT SHOWN BY THE PUBLIC RECORDS.

6. (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT THE MATTERS EXCEPTED UNDER (A), (B), OR (C) ARE SHOWN BY THE PUBLIC RECORDS.

FIRST INSTALLMENT: \$17,225.84, OPEN PENALTY: SECOND INSTALLMENT: \$17,225.84, OPEN PENALTY: TAX RATE AREA: A. P. NO.:

\$0.00 \$0.00 14-026 136-231-35

OFFICIAL RECORDS.

9. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO CHAPTER 3.5 COMMENCING WITH SECTION 75 OF THE CALIFORNIA REVENUE AND TAXATION CODE.

( $\mathbf{0}$ ) AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS, COMMUNICATION SYSTEMS AND INCIDENTAL PURPOSES, RECORDED JANUARY 28, 1977 AS BOOK 12052, PAGE 181 OF OFFICIAL RFCORDS. IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION

AFFECTS: AS DESCRIBED THEREIN (1) AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS. COMMUNICATION SYSTEMS AND INCIDENTAL PURPOSES, RECORDED JANUARY 11, 1984 AS INSTRUMENT NO. 84-14620 OF OFFICIAL RECORDS IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION

AFFECTS: AS DESCRIBED THEREIN

13. THE FACT THAT THE LAND LIES WITHIN THE BOUNDARIES OF THE CENTRAL BUSINESS DISTRICT REDEVELOPMENT PROJECT AREA, AS DISCLOSED BY THE DOCUMENT RECORDED APRIL 20, 2007 AS INSTRUMENT NO. 07-257354 OF OFFICIAL RECORDS.

14. THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT" RECORDED JUNE 20, 2016 AS INSTRUMENT NO. 2016-278757 OF OFFICIAL RECORDS.

15. WE FIND NO OUTSTANDING VOLUNTARY LIENS OF RECORD AFFECTING SUBJECT PROPERTY. AN INQUIRY SHOULD BE MADE CONCERNING THE EXISTENCE OF ANY UNRECORDED LIEN OR OTHER INDEBTEDNESS WHICH COULD GIVE RISE TO ANY SECURITY INTEREST IN THE SUBJECT PROPERTY.

16. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH WOULD BE DISCLOSED BY A CORRECT ALTA/NSPS SURVEY.

17. WATER RIGHTS, CLAIMS OR TITLE TO WATER, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS. 18. RIGHTS OF PARTIES IN POSSESSION.

EXAMPLE: (10) = EXCEPTION NUMBER PLOTTED HEREON.

7. GENERAL AND SPECIAL TAXES AND ASSESSMENTS FOR THE FISCAL YEAR 2022-2023.

#### 8. THE LIEN OF SPECIAL TAX ASSESSED PURSUANT TO CHAPTER 2.5 COMMENCING WITH SECTION 53311 OF THE CALIFORNIA GOVERNMENT CODE FOR COMMUNITY FACILITIES DISTRICT NO. 2000-1, AS DISCLOSED BY NOTICE OF SPECIAL TAX LIEN RECORDED AUGUST 28, 2000 AS INSTRUMENT NO. 00-447945 OF

#### 12. A WAIVER OF ANY CLAIMS FOR DAMAGES BY REASON OF THE LOCATION, CONSTRUCTION, LANDSCAPING OR MAINTENANCE OF A CONTIGUOUS FREEWAY, HIGHWAY, ROADWAY OR TRANSIT FACILITY AS CONTAINED IN THE DOCUMENT RECORDED AUGUST 27, 1998 AS INSTRUMENT NO. 98-570962 OF OFFICIAL RECORDS.

# GENERAL NOTES

1. THE LAND AREA OF THE SUBJECT PROPERTY IS 1.448 ACRES, AS DESCRIBED IN THE LEGAL DESCRIPTION.

2. TITLE SEARCH - THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY raSMITH, INC. OR KENT COOPER TO DETERMINE OWNERSHIP OF THIS PROPERTY. raSMITH, INC. RELIED UPON COMMITMENT FOR TITLE INSURANCE NO. NCS-1154895-HHLV, DATED NOVEMBER 2, 2022, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY.

3. OCCUPATION LINES, ENCROACHMENTS AND RECOVERED SURVEY MONUMENTS ARE SHOWN AS FOUND DURING A FIELD SURVEY PERFORMED UNDER MY DIRECT SUPERVISION DURING NOVEMBER, 2022.

4. PARCEL AREA SHOWN IS DETERMINED BASED UPON FIELD MEASUREMENTS MADE DURING A FIELD SURVEY PERFORMED IN NOVEMBER, 2022.

- 5. THE PROPERTY IS ZONED ECSP (ENTERTAINMENT CORRIDOR SPECIFIC).
- 6. THERE ARE NO STRIPED PARKING STALLS ON THE SUBJECT PROPERTY.
- 7. VEHICULAR ACCESS PROVIDED ON BEACH BOULEVARD, A PUBLIC STREET.

8. THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS, STREET OR SIDEWALK CONSTRUCTION WITHIN RECENT MONTHS.

9. THERE IS NO VISIBLE EVIDENCE OR PRIOR KNOWLEDGE OF CEMETERIES WITHIN 100 FEET OF THE PROPERTY. 10. THERE IS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL OR WETLANDS. NO MARKERS WERE OBSERVED DURING THIS SURVEY

## UTILITY NOTE

UTILITIES ON SITE ARE SHOWN PER A FIELD SURVEY PERFORMED UNDER MY DIRECT SUPERVISION DURING NOVEMBER, 2022. THIS SURVEY DOES NOT CONSTITUTE A COMPLETE "AS-CONSTRUCTED" SURVEY OF ALL UTILITIES. ALL ABOVE GROUND VISIBLE OR REASONABLY DISCOVERABLE IMPROVEMENTS, WITHIN 5 FEET OF THE PROPERTY LINES, ARE SHOWN HEREON.

### FLOOD ZONE

THE PROPERTY LIES WITHIN ZONE "X" OF THE FLOOD INSURANCE RATE MAP 06059C0126J BEARING AN EFFECTIVE DATE OF DECEMBER 03, 2009.

### BENCHMARK

OCS DESIGNATION: 1A-141-90 ELEVATION: 75.280 (NAVD88)

DESCRIBED BY OCS 2003 - FOUND 3 3\4" OCS ALUMINUM BENCHMARK DISK STAMPED "1A-141-90". SET IN THE SOUTHWESTERLY CORNER OF A 4 FT. BY 10 FT. CONCRETE CATCH BASIN. MONUMENT IS LOCATED ALONG THE EASTERLY SIDE OF BEACH BOULEVARD. 360 FT. SOUTHERLY OF THE CENTERLINE OF 9TH STREET, 6 FT. WESTERLY OF A 1.5 FT. HIGH BLOCK RETAINING WALL AND NEAR THE CORNER OF THE PROPERTY FOR THE BUENA PARK CIVIC CENTER COMPLEX. MONUMENT IS SET LEVEL WITH THE SIDEWALK.

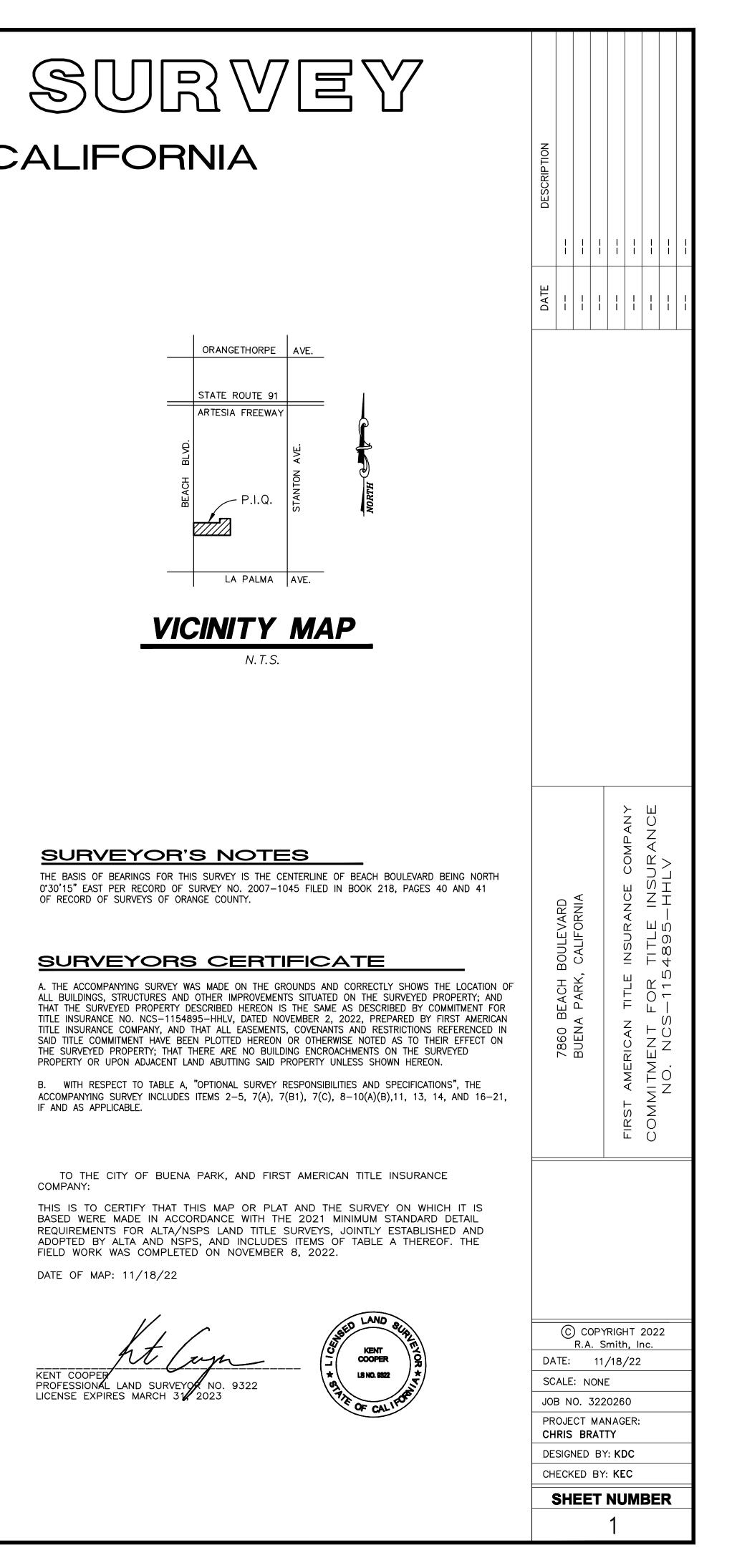
# ZONING

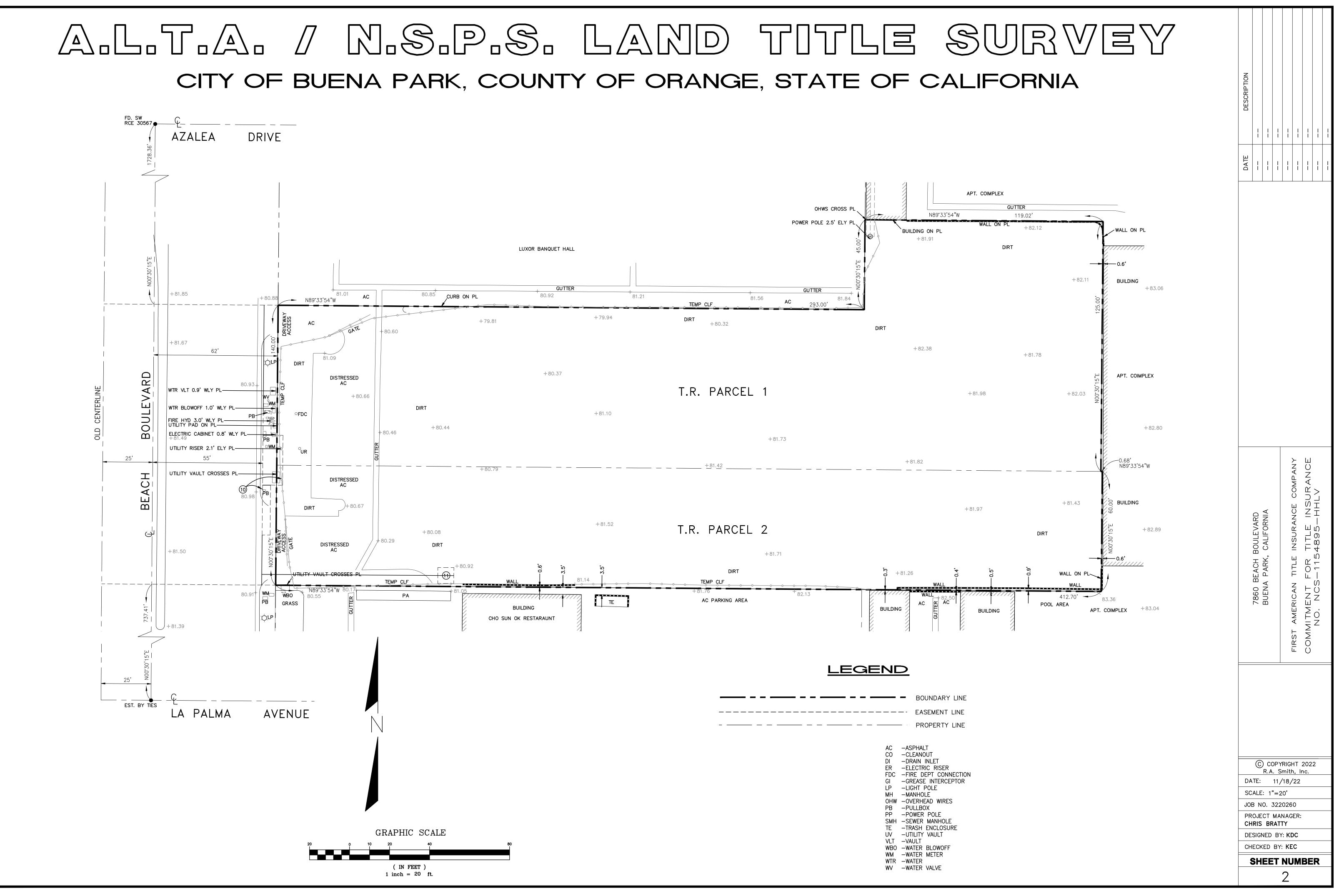
NO ZONING REPORT WAS PROVIDED.

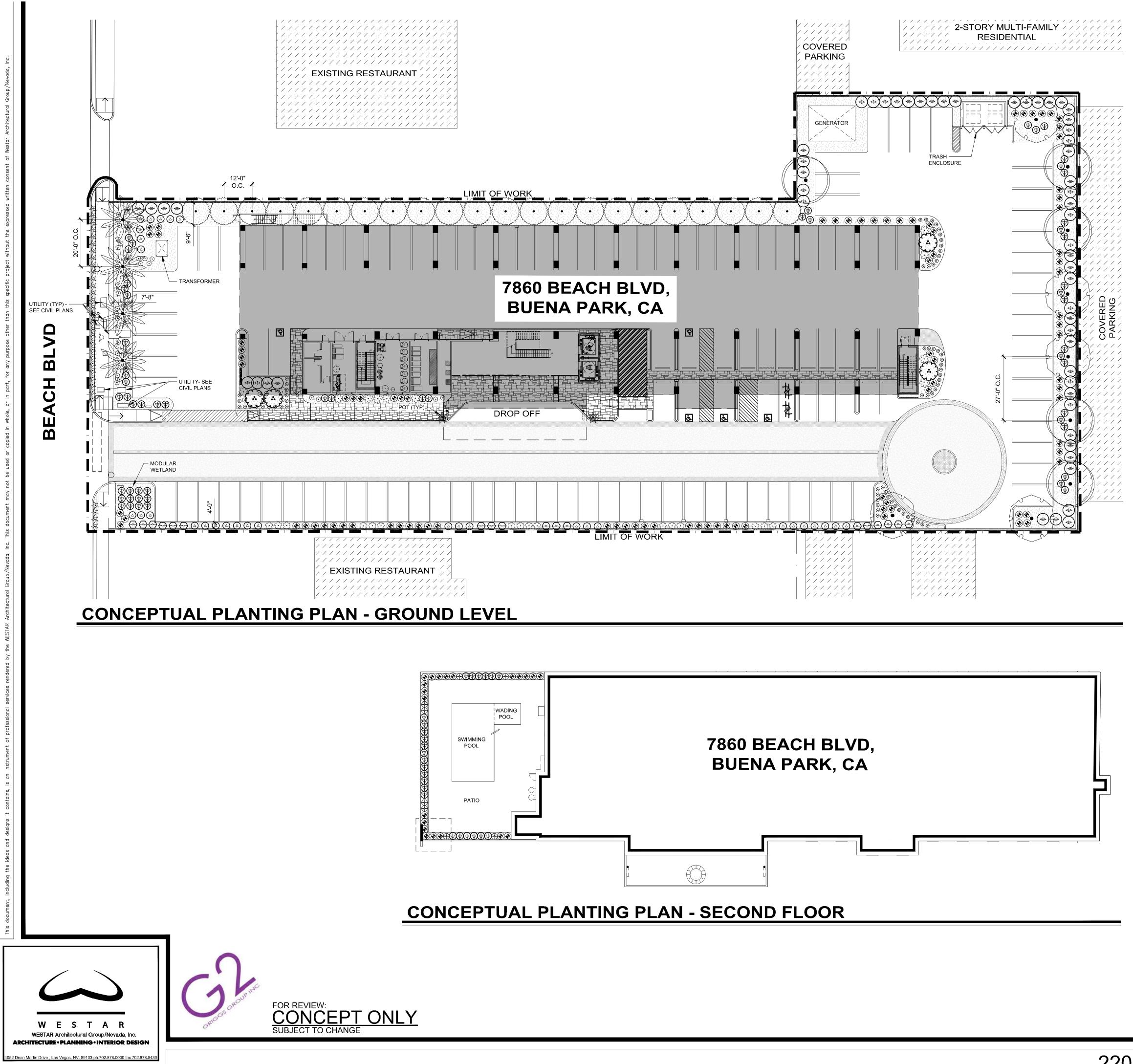
THE PROPERTY IS ZONED: ECSP (ENTERTAINMENT CORRIDOR SPECIFIC)

### POLICY OF PREPARER

AS A MATTER OF POLICY, ONLY OFFICIALLY RELEASED COPIES OF THIS SURVEY HAVE A "WET" SIGNATURE ALONG WITH THE RELEASE/REVISION DATE(S) SHOWN. ANY MODIFICATIONS, UPDATES, OR REVISIONS WITH THEIR EFFECTIVE RELEASE DATES WILL BE SHOWN THEREON. ANY PARTIES REQUIRING INFORMATION WHICH MAY BE DERIVED FROM THIS SURVEY AFTER THE INITIAL RELEASE DATE ARE ADVISED TO CONTACT THE OFFICE OF THE PREPARER TO INQUIRE ON THE PRESENT STATUS OF THE SURVEY AND IF LATER VERSIONS HAVE BEEN RELEASED. COPIES OF THIS SURVEY LACKING THE HEREIN ABOVE MENTIONED SIGNATURE ARE TO BE CONSIDERED NOT OFFICIALLY RELEASED VERSIONS OF THIS SURVEY.







## PLANT SCHEDULE

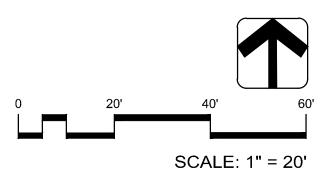
TREES	QTY	BOTANICAL / COMMON NAME	CONTAINER
•	6	CASSIA LEPTOPHYLLA GOLD MEDALLION TREE	24" BOX
•	22	PODOCARPUS GRACILIOR FERN PINE	24" BOX
	5	TRISTANIA CONFERTA BRISBANE BOX	24" BOX
PALM TREES	QTY	BOTANICAL / COMMON NAME	CONTAINER
ξ	4	CHAMAEROPS HUMILIS MEDITERRANEAN FAN PALM MINIMUM 3 ARMS	24" BOX
	4	PHOENIX DACTYLIFERA DATE PALM 10' BTH	ВТН
SHRUBS	QTY	BOTANICAL / COMMON NAME	CONTAINER
$\bigcirc$	79	DIETES BICOLOR FORTNIGHT LILY	5 GAL
$\otimes$	63	FESTUCA GLAUCA `ELIJAH BLUE` BLUE FESCUE	5 GAL
$\bigcirc$	8	LANTANA 'NEW GOLD' NEW GOLD LANTANA	5 GAL
$\textcircled{\bullet}$	23	LAVANDULA ANGUSTIFOLIA 'VERA' VERA ENGLISH LAVENDER	5 GAL
$\bigcirc$	18	NANDINA DOMESTICA `HARBOUR DWARF` DWARF HEAVENLY BAMBOO	5 GAL
	31	PITTOSPORUM TOBIRA `WHEELERI` WHEELER'S DWARF PITTOSPORUM	5 GAL
	116	RHAPHIOLEPIS INDICA `BALLERINA` DWARF INDIAN HAWTHORN	5 GAL
$(\bullet)$	27	SANTOLINA CHAMAECYPARISSUS LAVENDER COTTON	5 GAL
E:3	11	STRELITZIA REGINAE BIRD OF PARADISE	5 GAL
$\bigcirc$	16	STRELITZIA REGINAE 'DWARF' DWARF BIRD OF PARADISE	5 GAL
47	30	TRACHELOSPERMUM JASMINOIDES STAR JASMINE	5 GAL
	56	XYLOSMA CONGESTUM 'COMPACTA' COMPACT SHINY XYLOSMA	5 GAL
CACTI / SUCCULENTS	QTY	BOTANICAL / COMMON NAME	CONTAINER
*	14	YUCCA RECURVIFOLIA WEEPING YUCCA	5 GAL

## LANDSCAPE ELEMENTS

	SITE AMENITIES	
SYMBOL	DESCRIPTION	QTY
0	POT TO BE KORNEGAY DESIGN, LLC RIBBED-27 ROUND LANDSCAPE CONTAINER WITH CONCENTRIC RIBBED FACE PATTERN. 27IN. TALL, 33IN. DIAMETER, 18IN. BASE. CONCRETE COLOR: GRAPHITE PREMIUM CONCRETE	7
	DECORATIVE ROCK & BOULDERS	
SYMBOL	DESCRIPTION	QTY
	DARK BROWN WOOD MULCH ALL PLANTER AREAS TO REVEIVE A MIN. 2" LAYER UNLESS OTHERWISE NOTED.	10,067 SF

## **PLANTING NOTES**

- 1. INSTALL THE MINIMUM LAYER OF WOOD MULCH IN ALL LANDSCAPE AREAS WITHIN LANDSCAPE LIMIT OF WORK EXCEPT WHERE OTHERWISE NOTED. CONTRACTOR TO PROVIDE SAMPLES OF WOOD MULCH FOR APPROVAL PRIOR TO INSTALLATION. COMPACT SUB-GRADE TO 85% AND APPLY A PRE-EMERGENT HERBICIDE TO SOIL. AFTER PLACING MULCH: RAKE SMOOTH, WET TO ENTIRE DEPTH, ALLOW TO DRY, THEN LIGHTLY SCARIFY SURFACE WITH A LEAF RAKE. APPLY A SECONDARY APPLICATION OF PRE-EMERGENT HERBICIDE TO TOP OF MULCH. TO BE INSTALLED AFTER INSTALLATION OF PLANT MATERIAL.
- 2. ANY TREE PLANTED WITHIN 5 FEET OF A CURB, SIDEWALK, WALL OR OTHER HARDSCAPE SHALL BE PLANTED WITH A ROOT GUARD DESIGNED TO DIRECT ROOT GROWTH DOWNWARD.



# KINGSBARN REALTY CAPITAL 1645 VILLAGE CENTER CIRCLE, SUITE 200 LAS VEGAS, NEVADA 89134 PHONE: 702-410-5225 OWNER REPRESENTATIVE PBR CONSULTING SERVICES, LLC 2260 CORPORATE CIRCLE, SUITE 490 HENDERSON, NEVADA 89074 PHONE: 702-882-6711 PROJECT NAME HOME 2 SUITES **BUENA PARK** CALIFORNIA 7860 BEACH BOULEVARD BUENA PARK, CALIFORNIA 90620 CONSULTANT TEAM Sla LAND ARCHITECTS 11/13/2023 FOR PLAN **REVIEW ONLY** SUBMITTAL 09.22.2023 OCFA N 7 PLANTING PLAN HEET NUMBER L-01

EGAL OWNER



GOLD MEDALLION TREE Cassia leptophylla



FERN PINE Podocarpus gracilior





FORTNIGHT LILY Dietes bicolor



**BLUE FESCUE** Festuca glauca 'Elijah Blue'



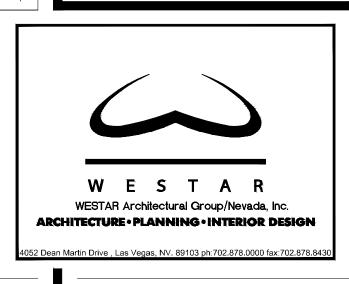


DWARF INDIAN HAWTHORN Rhaphiolepis indica 'Ballerina'



LAVENDER COTTON Santolina chamaecyparissus









MEDETERRANEAN FAN PALM Chamaerops humilis



DATE PALM Phoenix dactylifera

NEW GOLD LANTANA Lantana 'New Gold'



DWARF ENGLISH LAVENDER Lavandula angustifolia 'Vera'



DWARF HEAVENLY BAMBOO Nandina domestica 'Harbour Dwarf'

DWARF BIRD OF PRADISE Strelitzia reginae 'Dwarf'



**BIRD OF PRADISE** Strelitzia reginae



Trachelospermum jasminoides



WEEPING YUCCA Yucca recurvifolia



VARIEGATED MOCK ORANGE Pittosporum tobira 'Variegata'



COMPACT SHINY XYLOSMA Xylosma congestum 'Compacta'

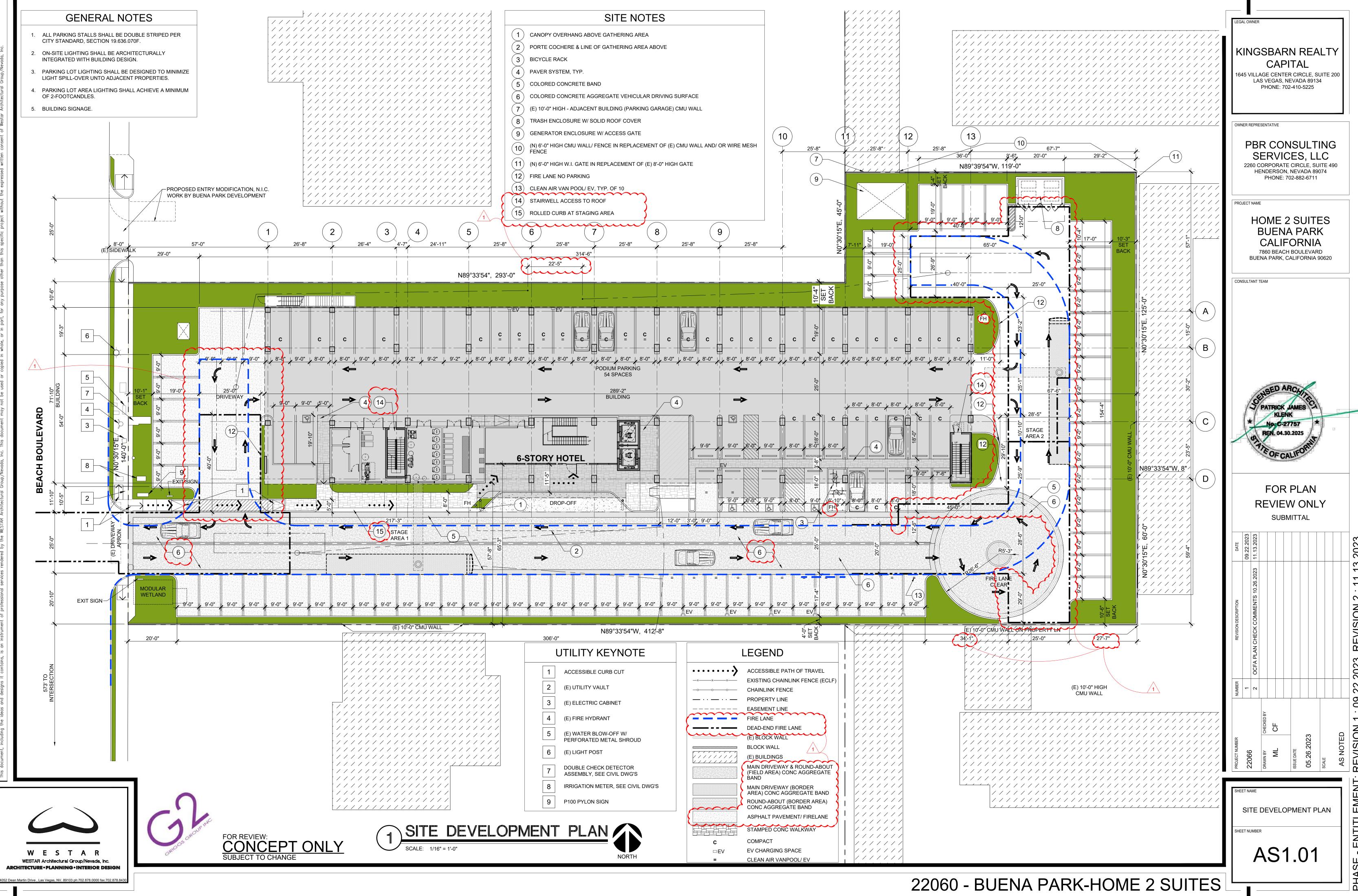
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Exp. 12/81/23 PC CALIFORNIA DF CALIFORNIA DF CALIFORNIA 11/13/2023													
FOR PLAN REVIEW ONLY SUBMITTAL													
DATE	09.22.2023	11 13 2023											
REVISION DESCRIPTION		OCFA PLAN CHECK COMMENTS 10.26.2023											
NUMBER	-	7											
PROJECT NUMBER	22066		DRAWN BY CHECKED BY				ISSUE DATE		C2U2.02.CU		QCAFE		
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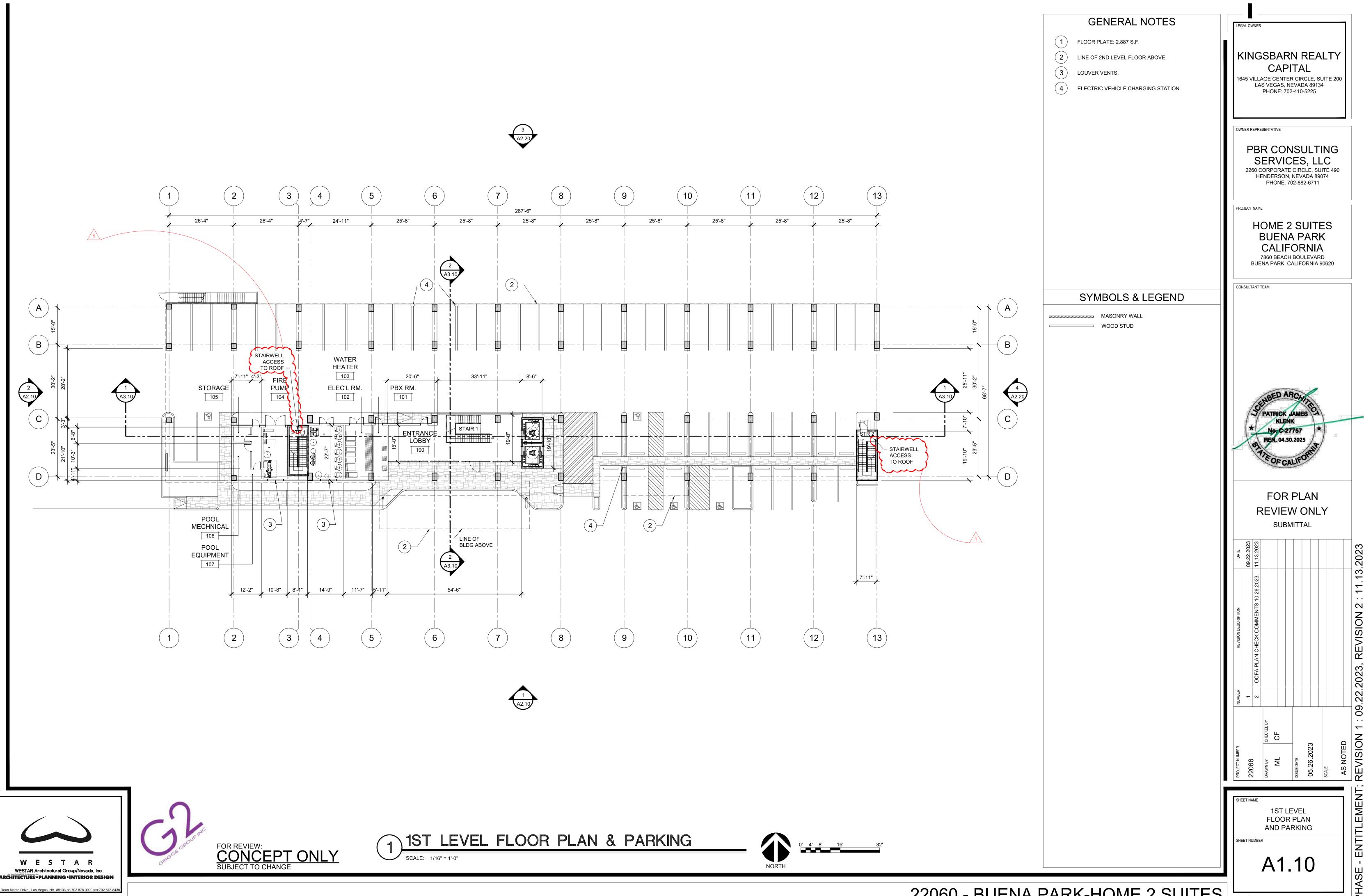
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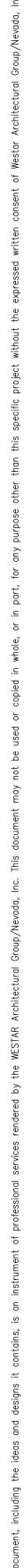


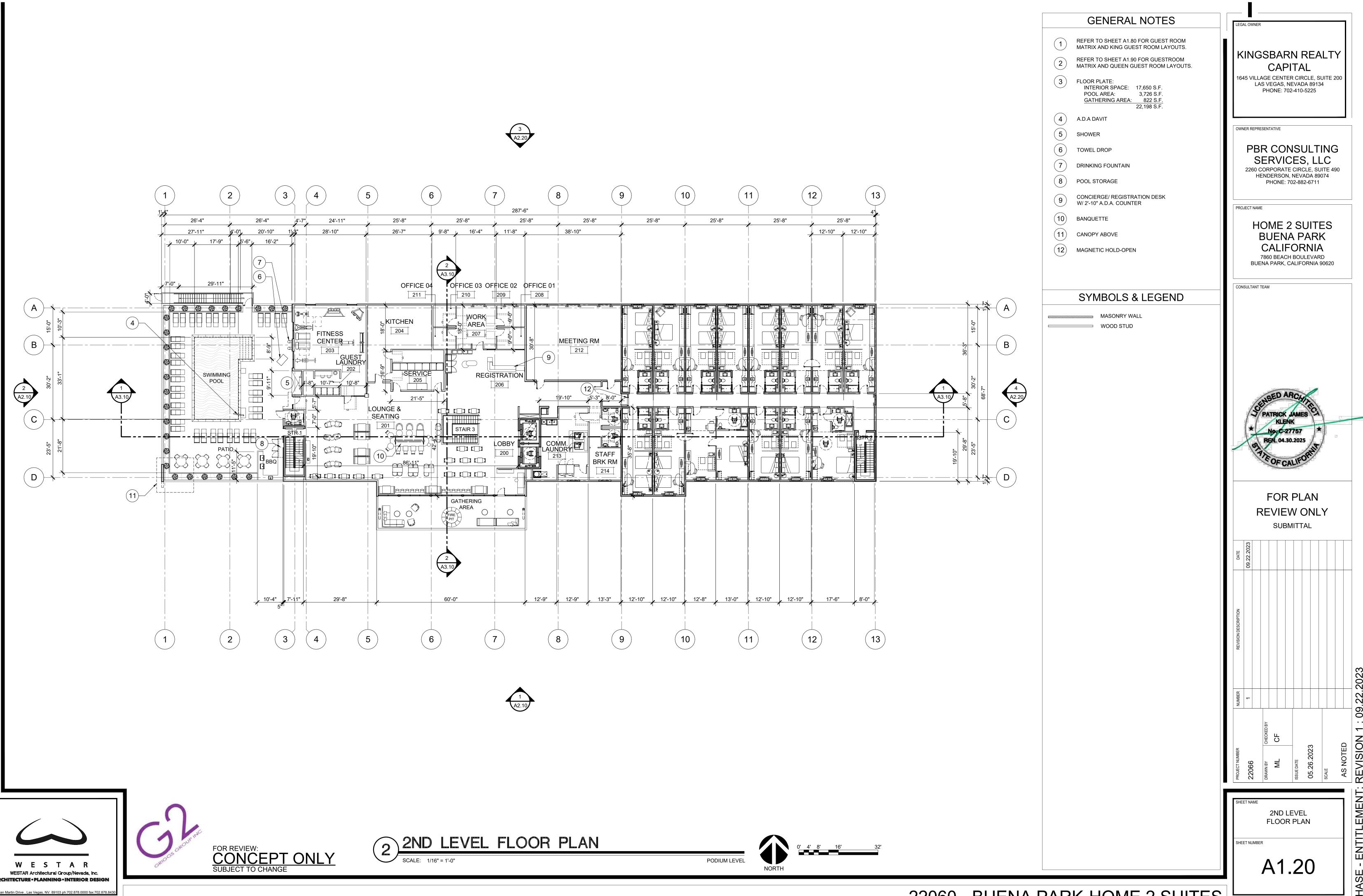
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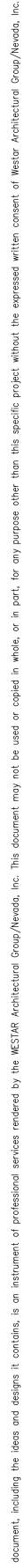


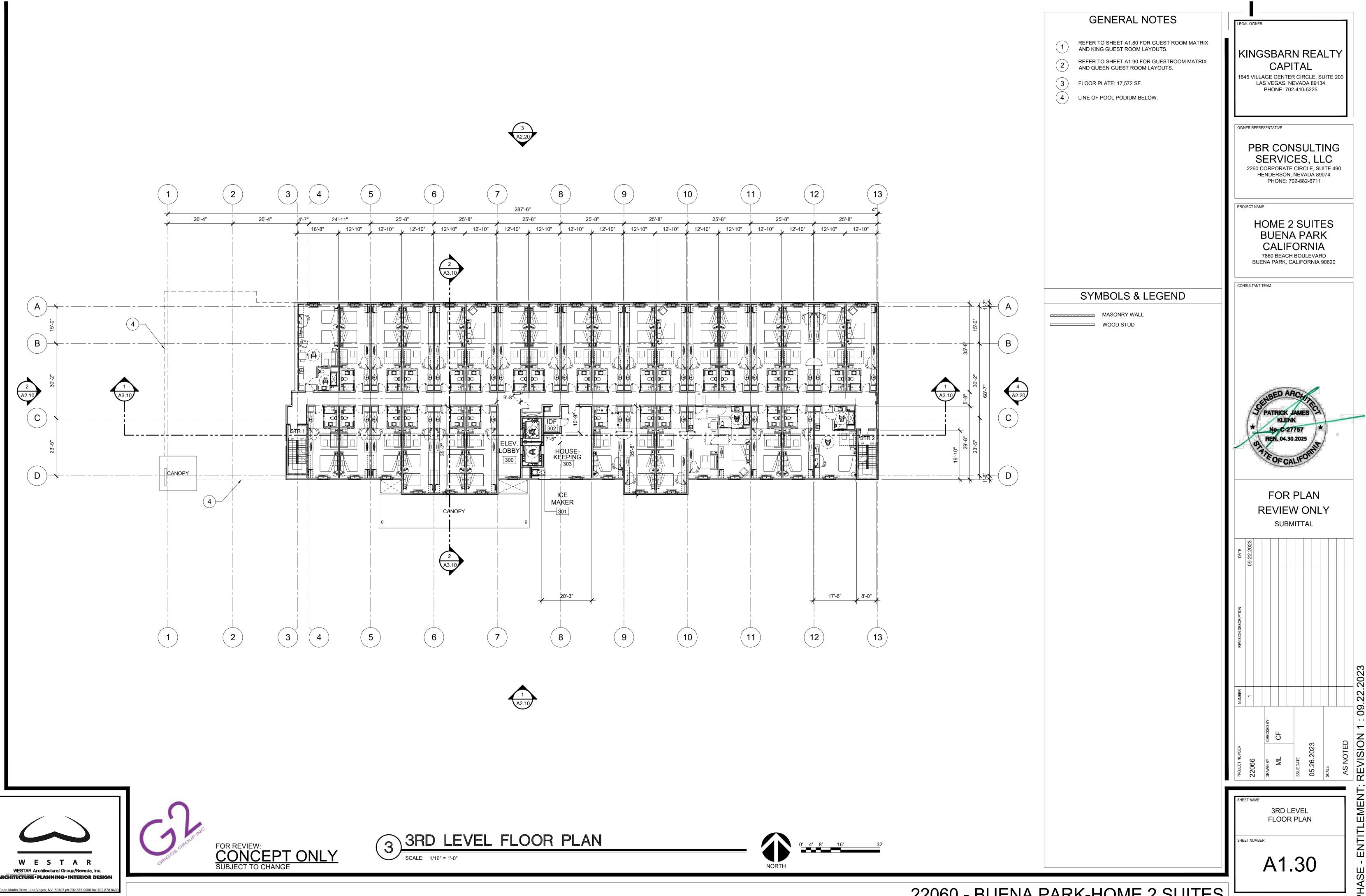




22060 - BUENA PARK-HOME 2 SUITES

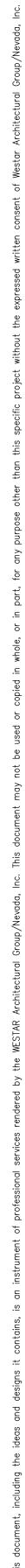
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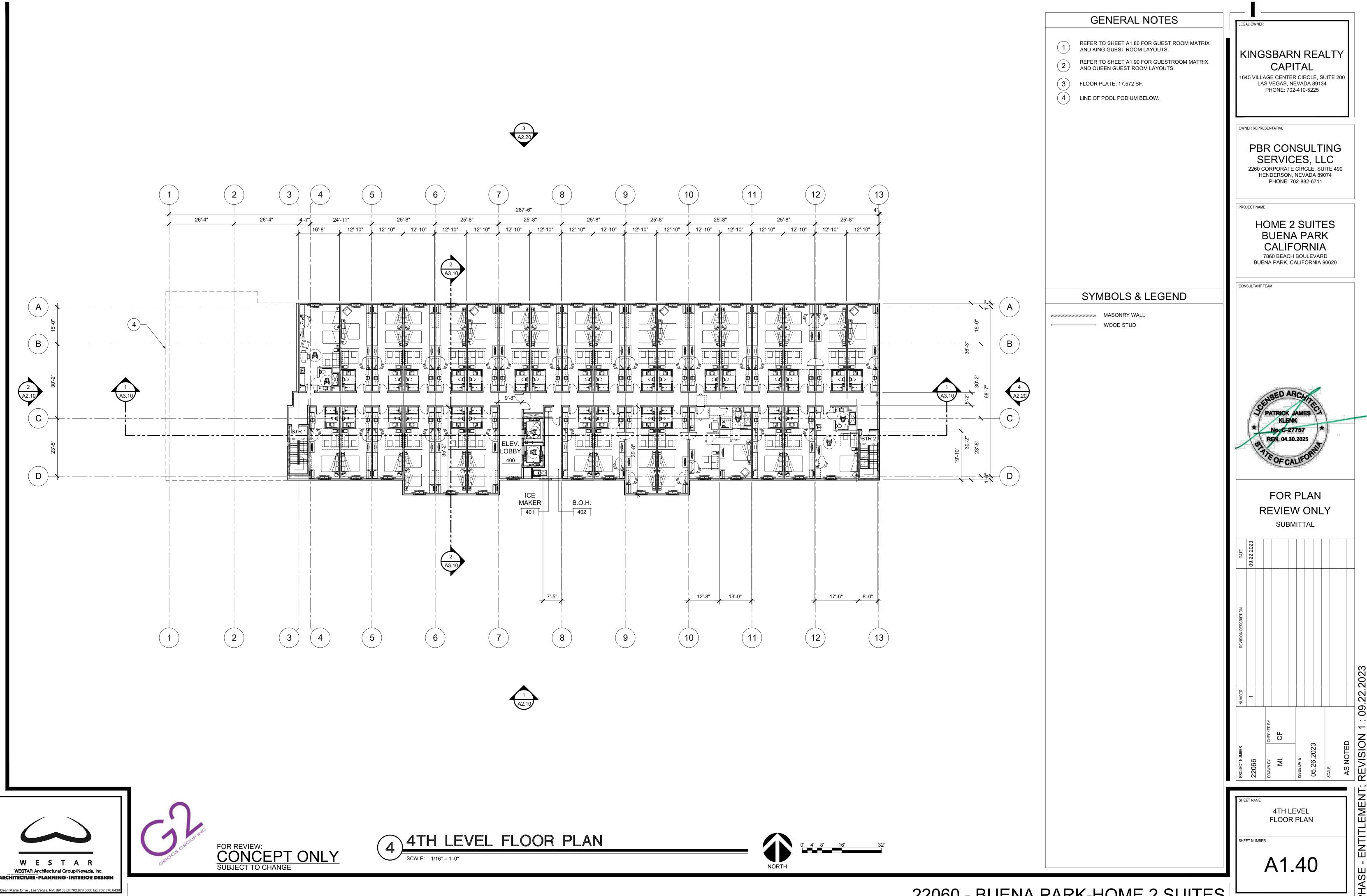




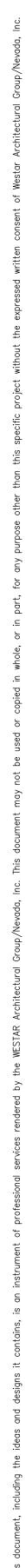


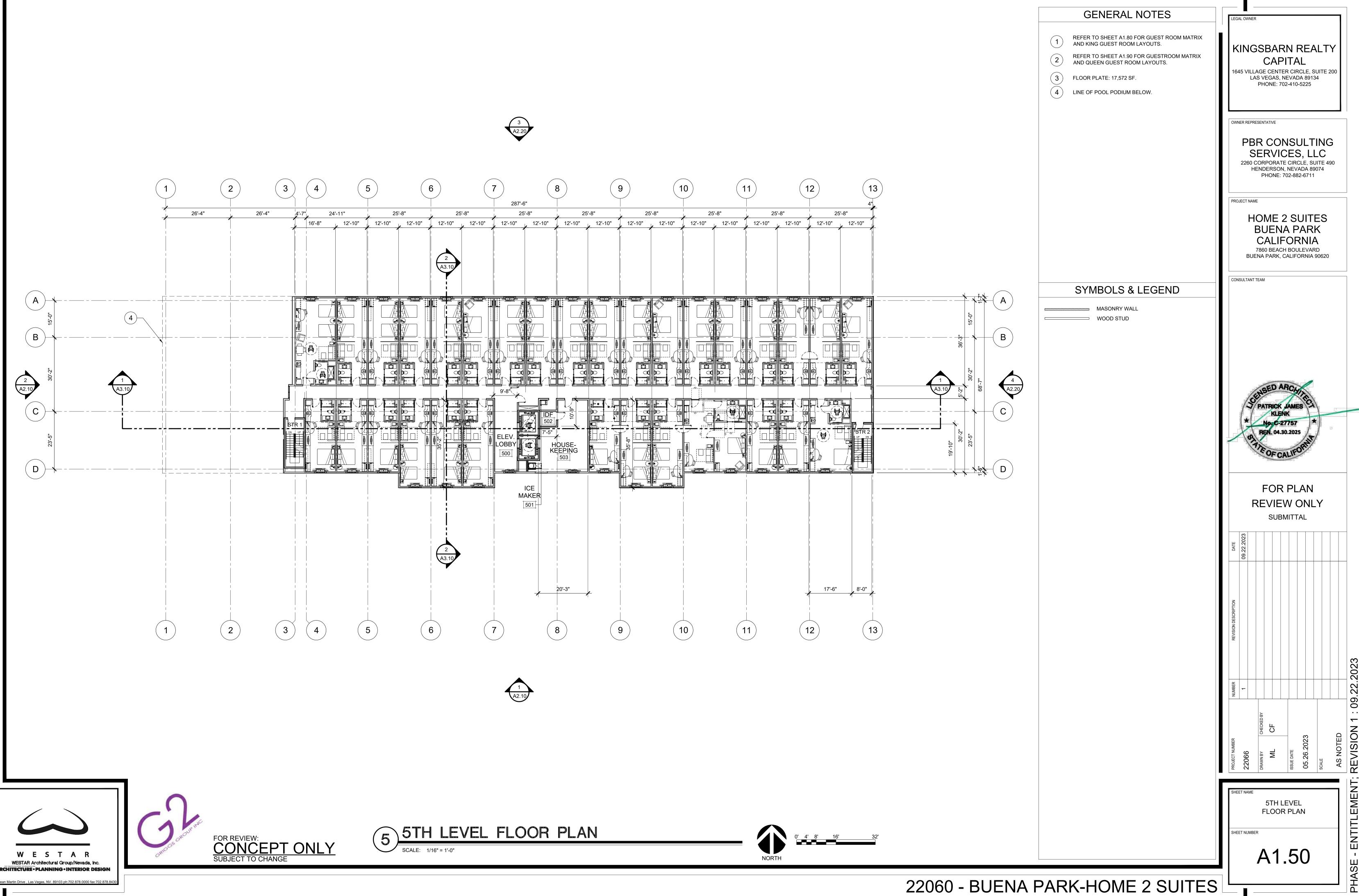
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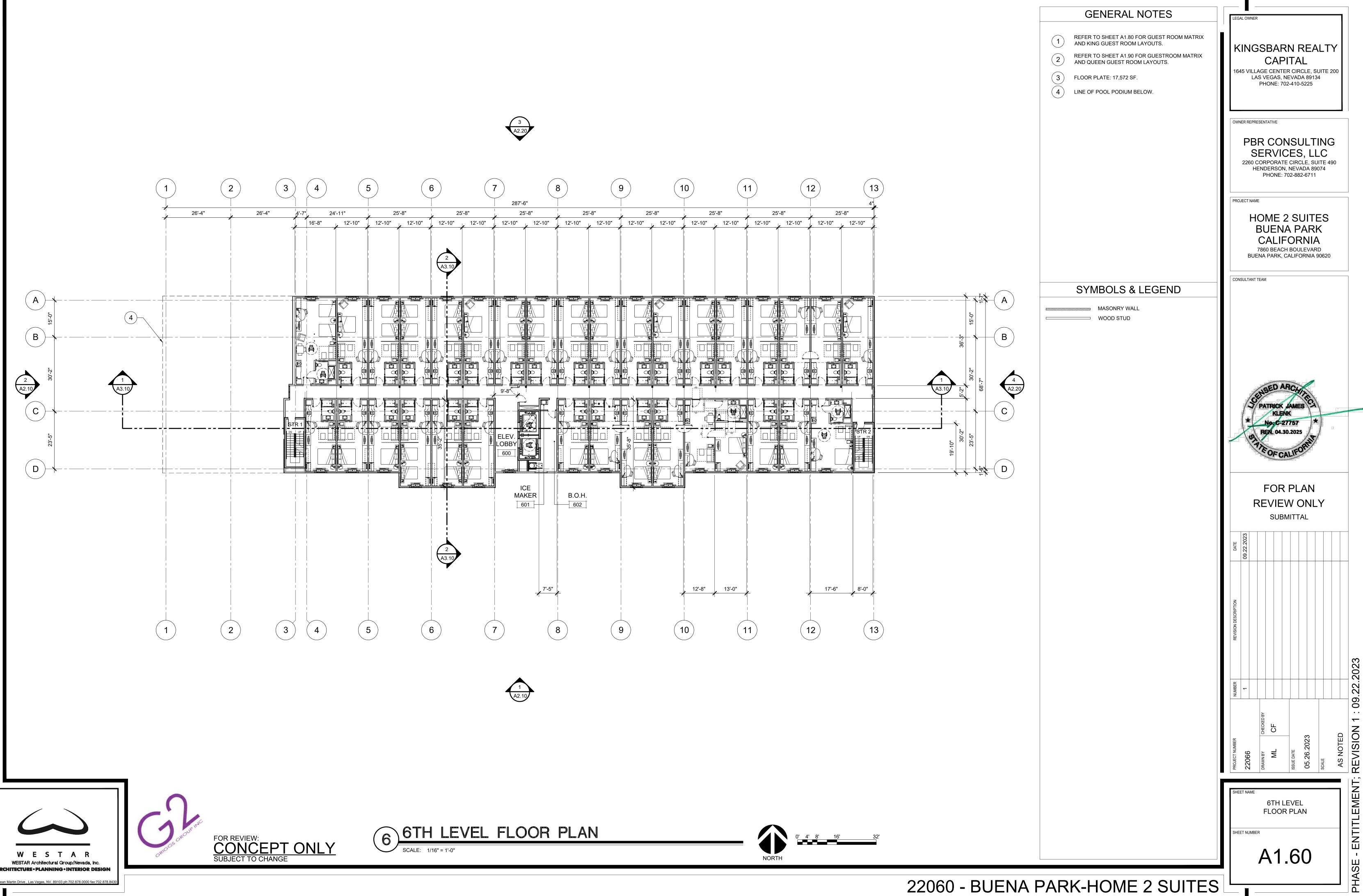


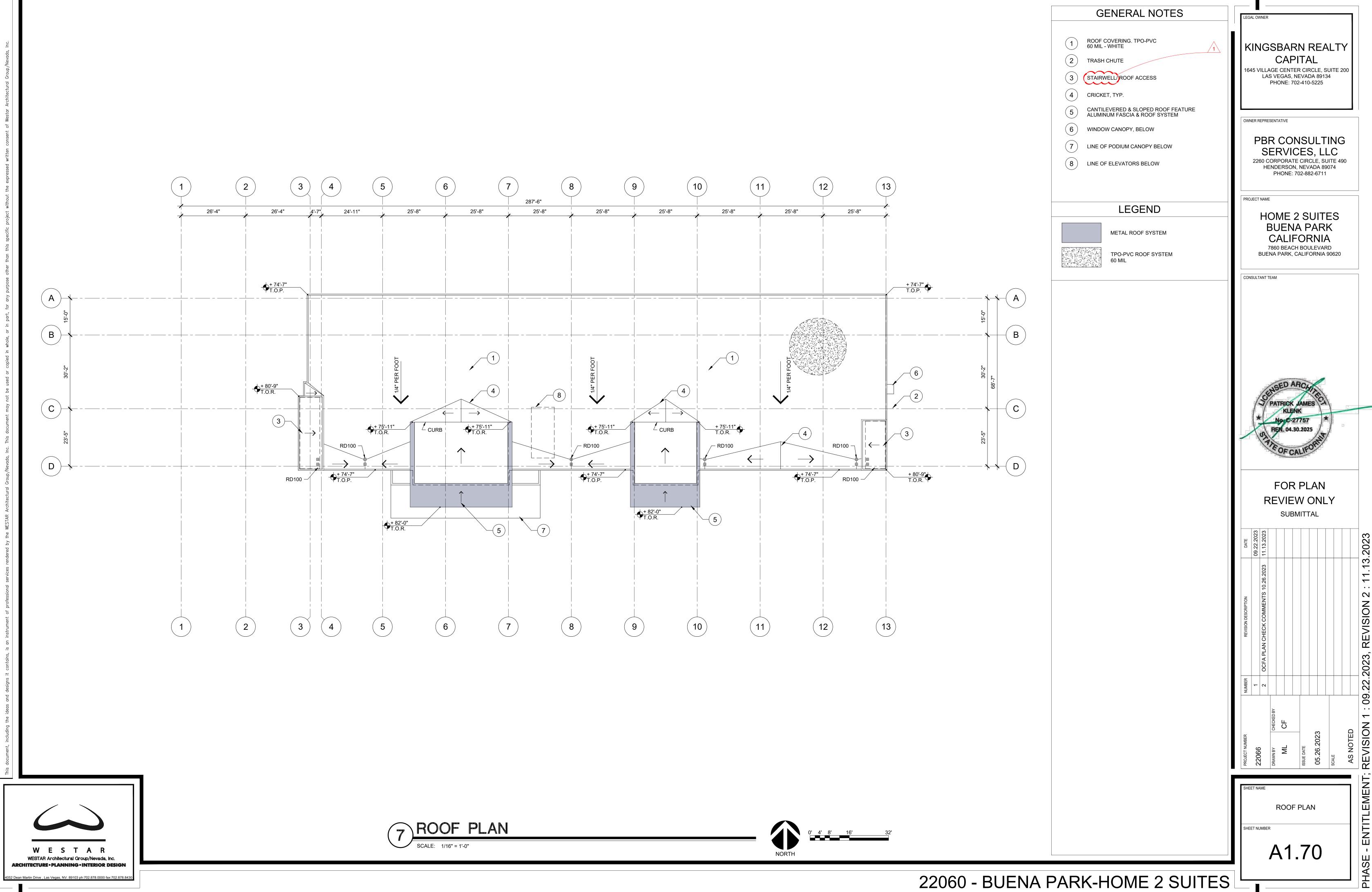






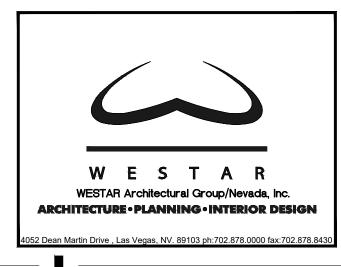






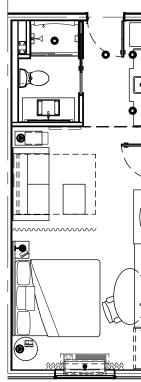
### GUEST ROOM MATRIX

	TOTAL	KING	KING	KING-c	KING-s	KING-acc	SubTotal		QQ	QQ
	ROOMS	Studio	extended	connected	2-bay suite	ada	Kings		Studio	connected
BUENA PARK, CA		0.1								
First Level			<		Jump	Lobby - no re	ooms		-	
Second Level-Podum	14	2	2	0	1	1	6		5	3
Third Level	31	4	4	1	1	1	11		15	4
Fourth Level	32	6	4	1	1	1	13		14	4
Fifth Level	31	4	4	1	1	1	11		15	4
Sixth Level	32	<u>6</u>	4	1	1	1	13		14	4
	140	22	18	4	5	5	54		63	19
		16%	13%	3%	4%	4%			45%	14%
						QQ are cur	ed			
						61%	>	60%		
						Total Suites	:	9	equals	6%

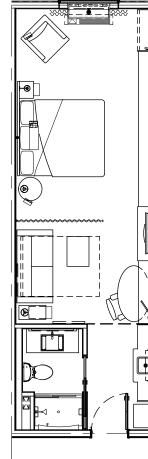


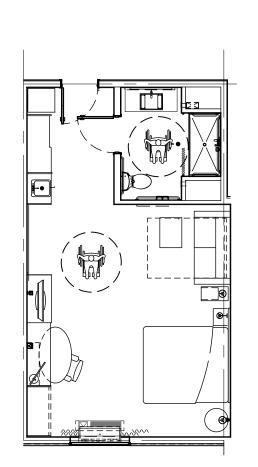




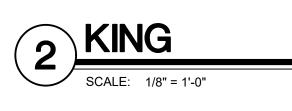


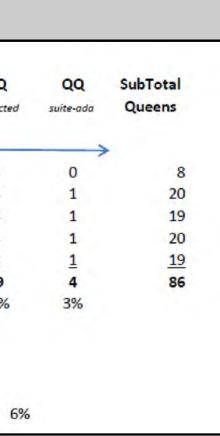


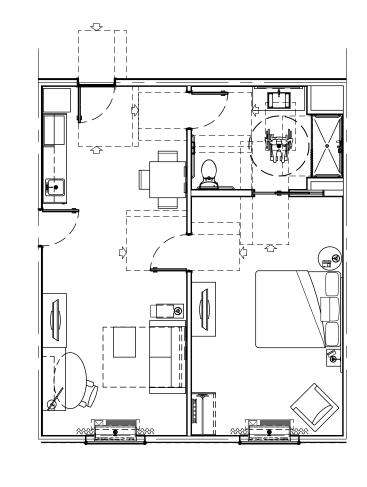


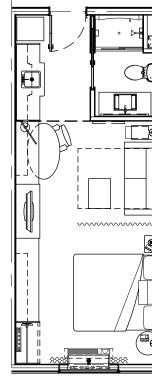


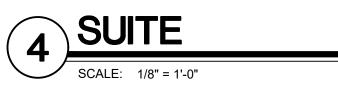






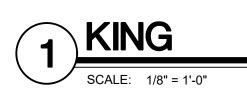






5 KING SCALE: 1/8" = 1'-0"





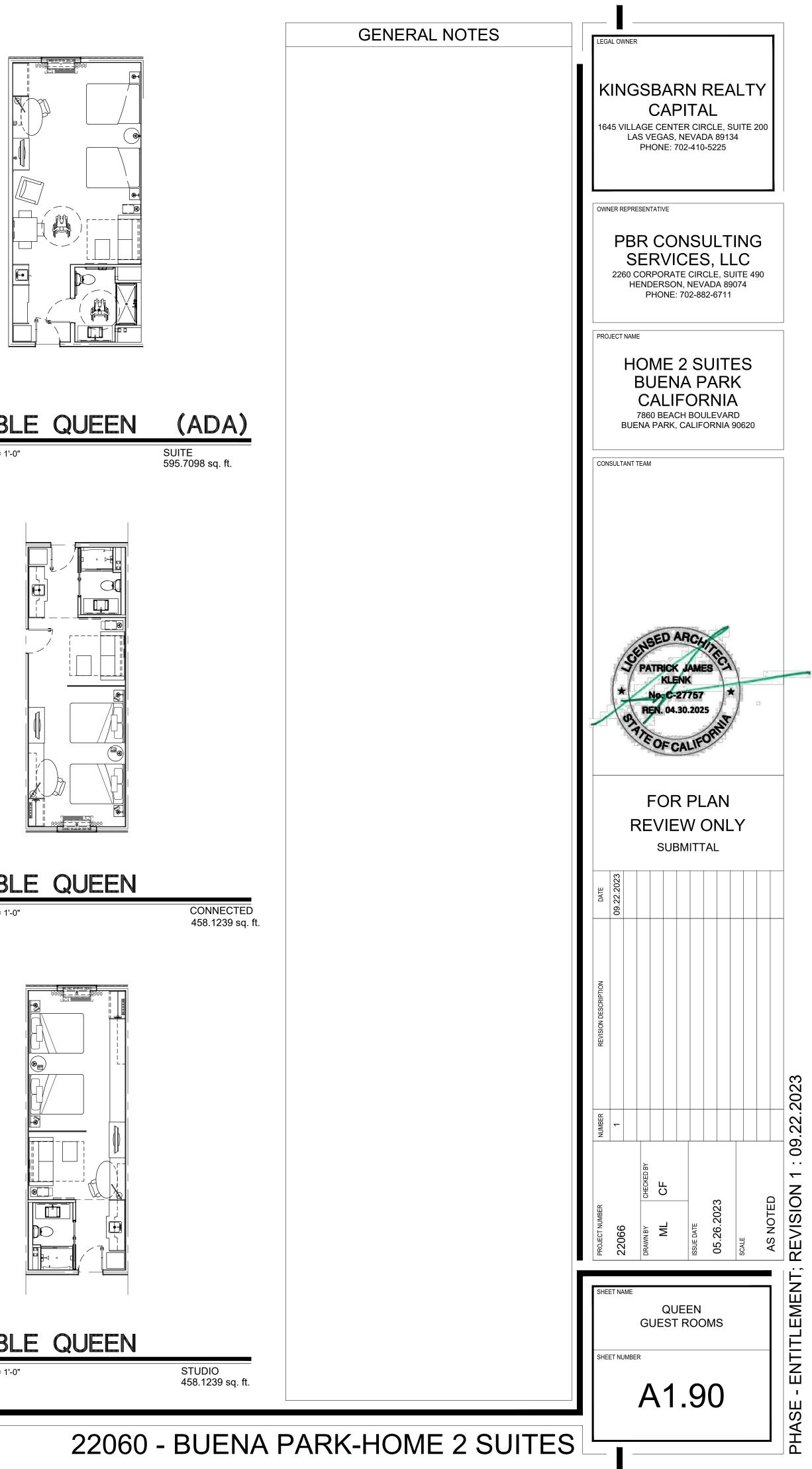
	GENERAL NOTES	LEGAL OWNER	
		KINGSBARN REALTY CAPITAL 1645 VILLAGE CENTER CIRCLE, SUITE 200 LAS VEGAS, NEVADA 89134 PHONE: 702-410-5225	
		OWNER REPRESENTATIVE <b>PBR CONSULTING</b> <b>SERVICES, LLC</b> 2260 CORPORATE CIRCLE, SUITE 490 HENDERSON, NEVADA 89074 PHONE: 702-882-6711	
CONNECTED 381.1239 sq. ft.		PROJECT NAME HOME 2 SUITES BUENA PARK CALIFORNIA 7860 BEACH BOULEVARD BUENA PARK, CALIFORNIA 90620	
		SENSED ARCHINE PATRICK JAMES ALENK * No. C-27757 REN. 04.30.2025 PATRICK JAMES A KLENK * No. C-27757 * REN. 04.30.2025	-
		FOR PLAN REVIEW ONLY SUBMITTAL	
EXTENDED 458.1239 sq. ft.		SCRIPTION DATE 09.22.2023	
			.22.2023
		PROJECT NUMBER 22066 22066 DRAWN BY CHECKED BY ML CF SSUE DATE 05.26.2023 SCALE AS NOTED AS NOTED	
STUDIO 381.1239 sq. ft.			
60 - BUENA F	PARK-HOME 2 SUITES		ኮ ኮ

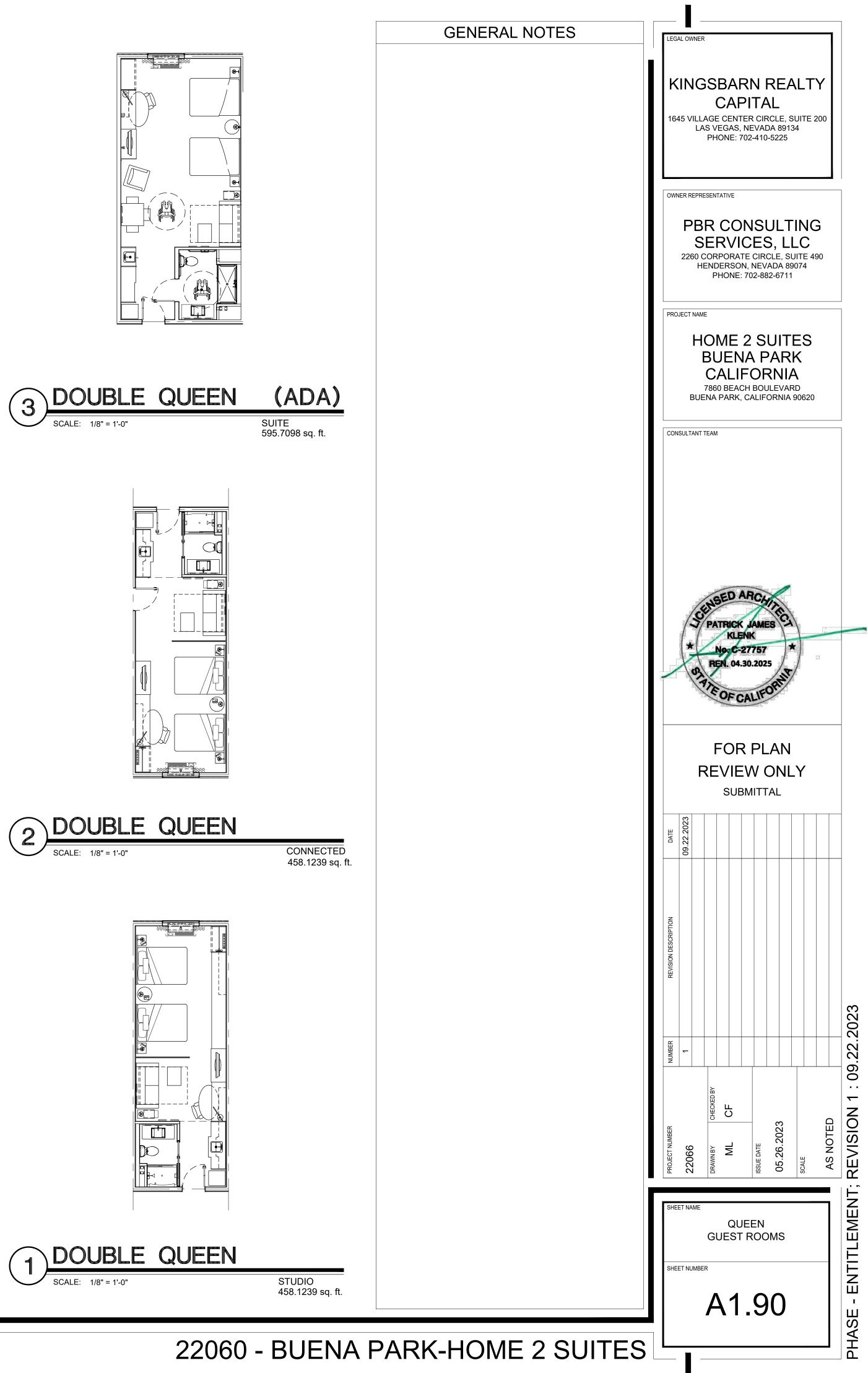
### GUEST ROOM MATRIX

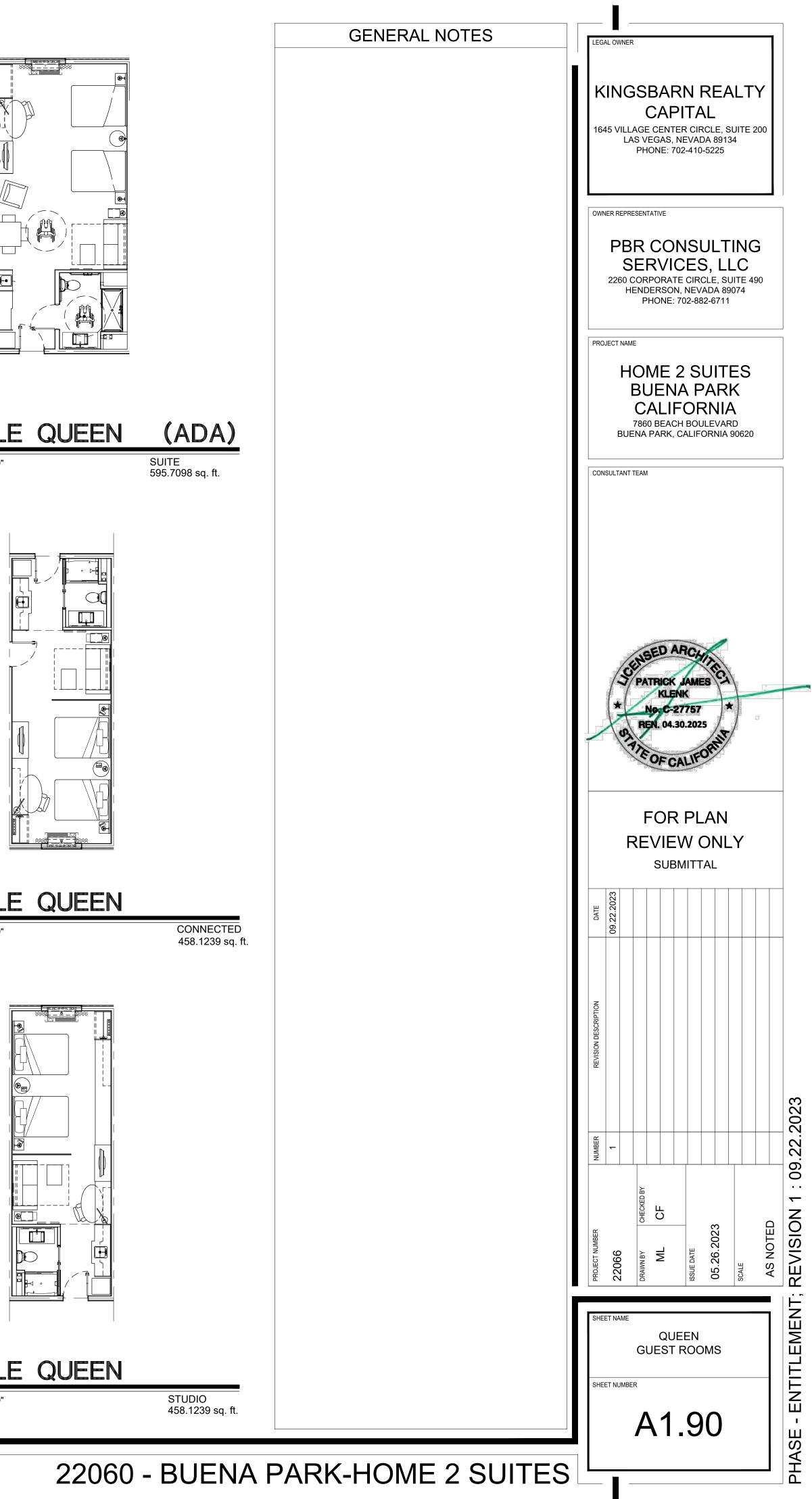
	TOTAL	KING	KING	KING-c	KING-s	KING-acc	SubTotal	QQ	QQ	
	ROOMS	Studio	extended	connected	2-bay suite	ada	Kings	Studio	connected	
<b>BUENA PARK, CA</b>										
First Level			<		Jump	Lobby - no re	ooms	_		_
Second Level-Podum	14	2	2	0	1	1	6	5	3	
Third Level	31	4	4	1	1	1	11	15	4	
Fourth Level	32	6	4	1	1	1	13	14	4	
Fifth Level	31	4	4	1	1	1	11	15	4	
Sixth Level	32	6	4	1	1	<u>1</u>	13	14	4	
	140	22	18	4	5	5	54	63	19	
		16%	13%	3%	4%	4%		45%	14%	
						QQ are curi	rently over 609	% mix allowed		
						61%	>	60%		
						Total Suites		9 equals	6%	

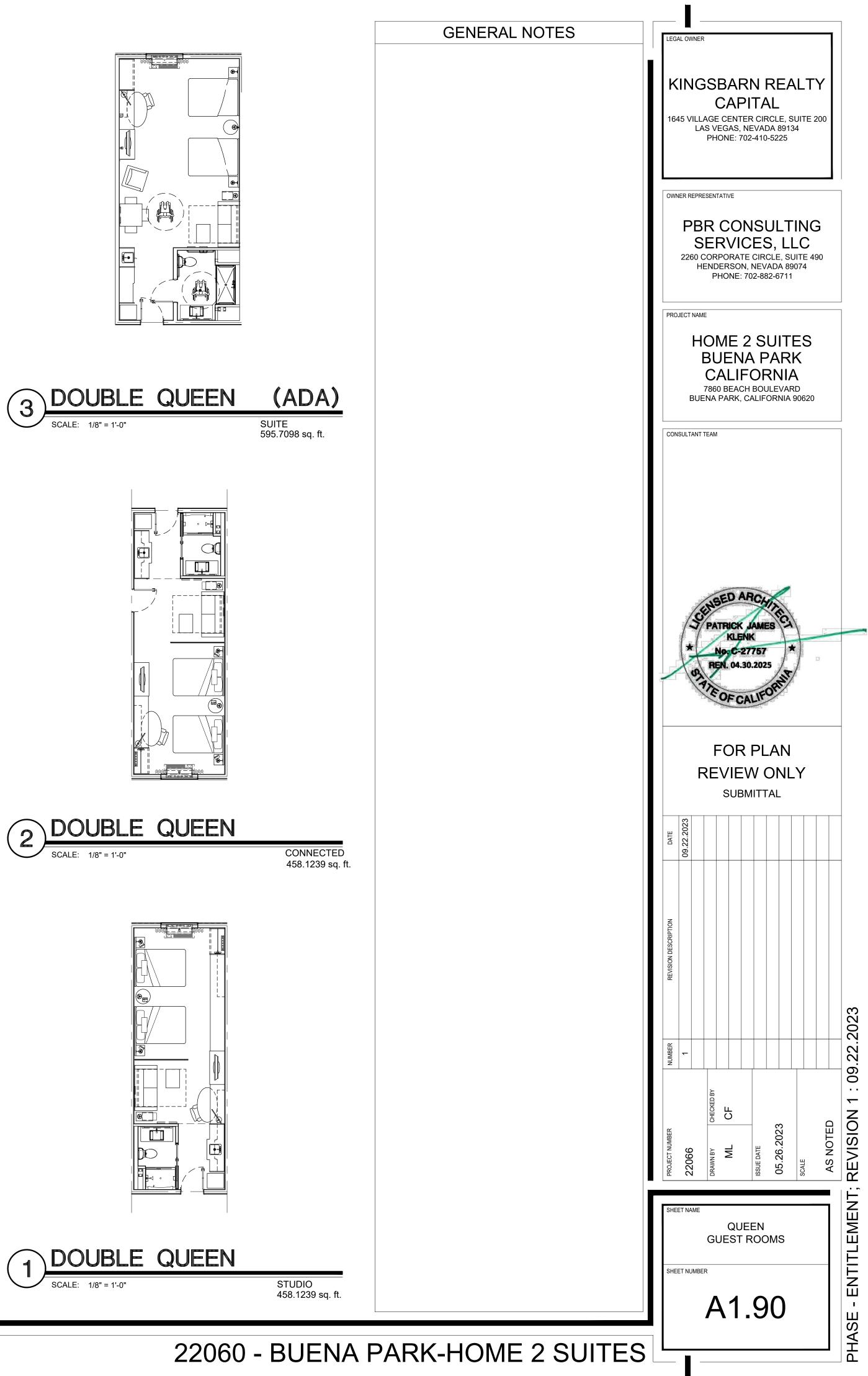


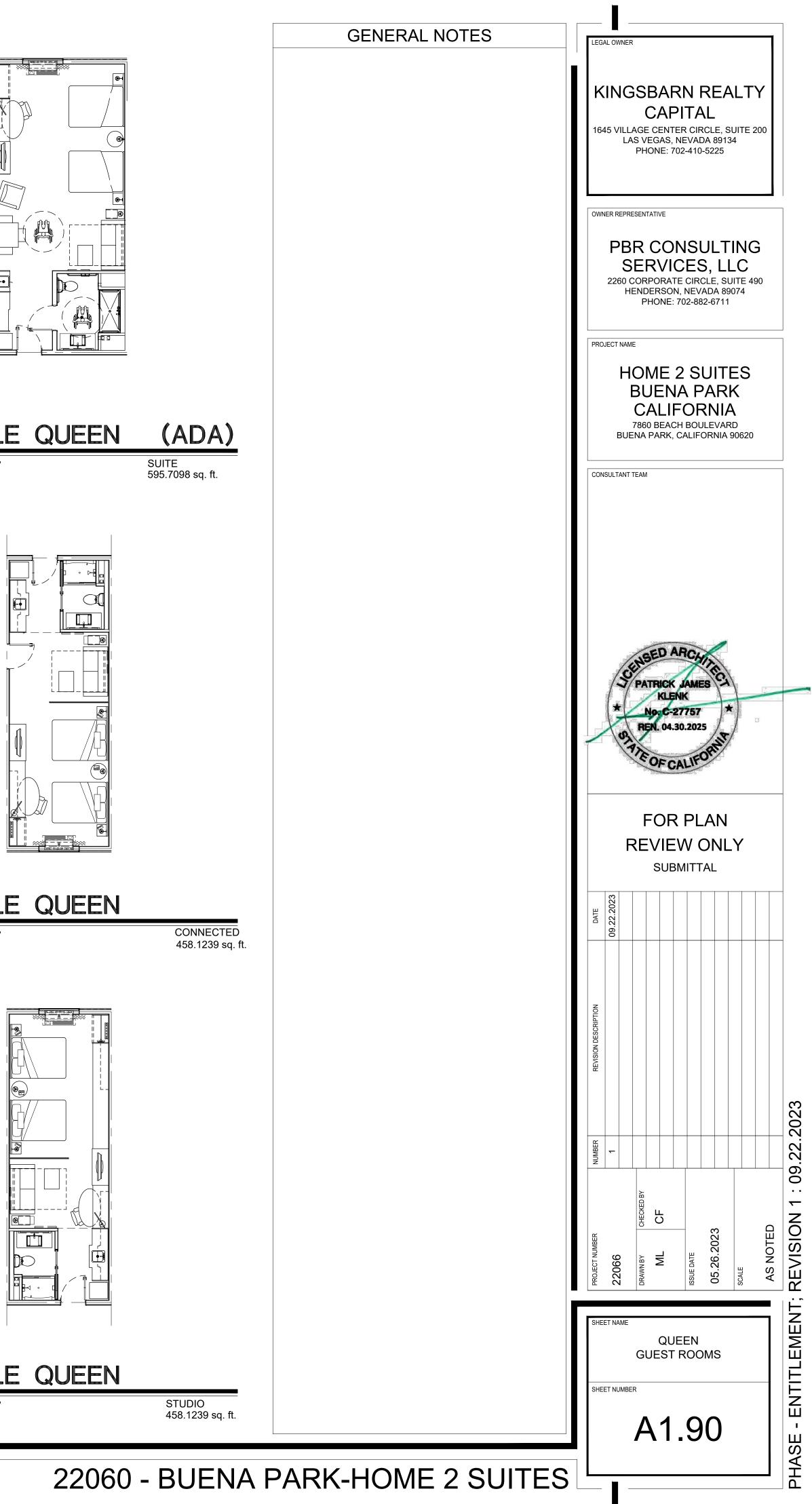


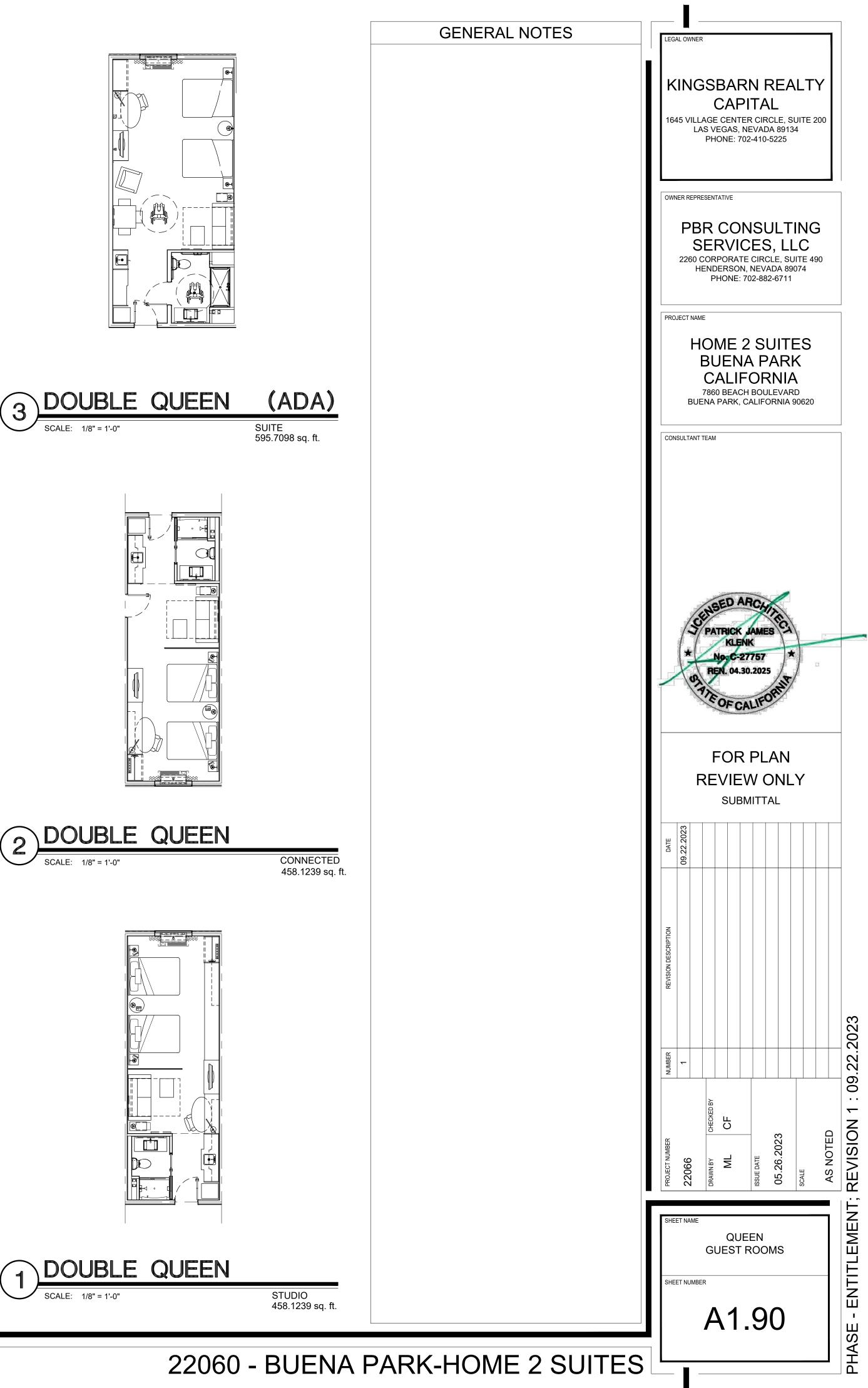


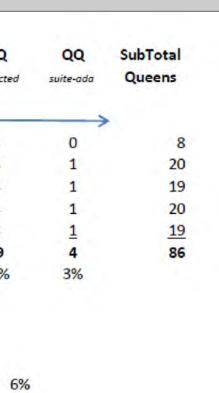






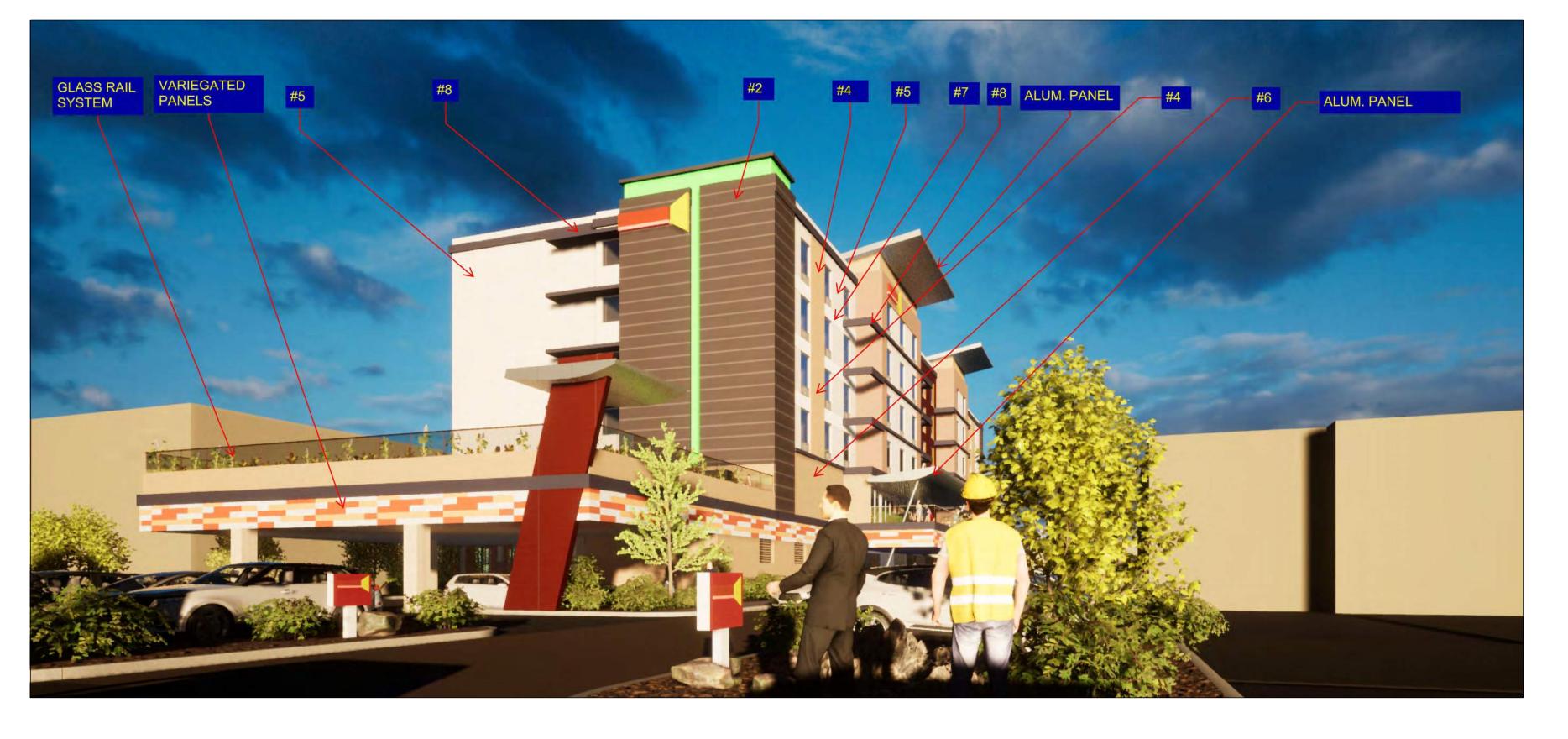


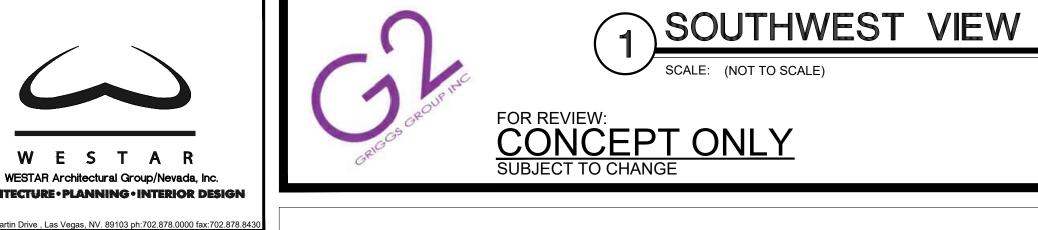












### GENERAL NOTES

#1 -	PANTONE 19-4007 ANTHRACITE
#2 -	PANTONE 18-3908 VOLCANIC GLASS
#3 -	PANTONE 18-1312 DEEP TAUPE
#4 -	PANTONE 16-1105 PLAZA TAUPE
#5 -	PANTONE 13-0002 WHITE SAND
#6 -	PANTONE 17-1115 PETRIFIED OAK
#7 -	PANTONE 11-4201 CLOUD DANCER
#8 -	PANTONE 17-3938 VERY PERI
#9 -	PANTONE 13-0340 TN GREEN GECKO

### CERACLAD CASHMERE SMOOTH PANELS

A CONTRACT	#A -	HFH9163A SILK
	#B -	HFH9169A WHEAT
	3C -	HFH91612A

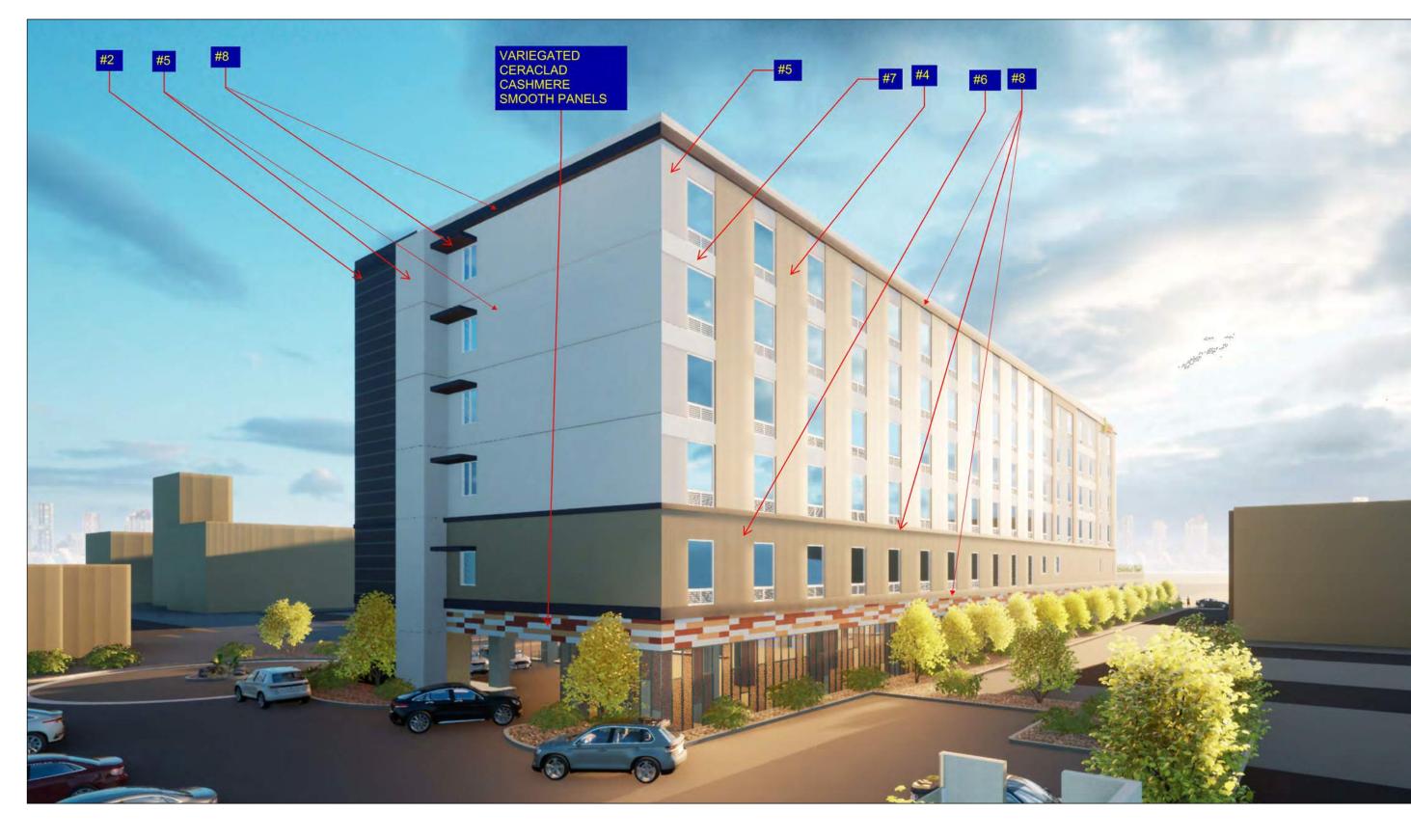




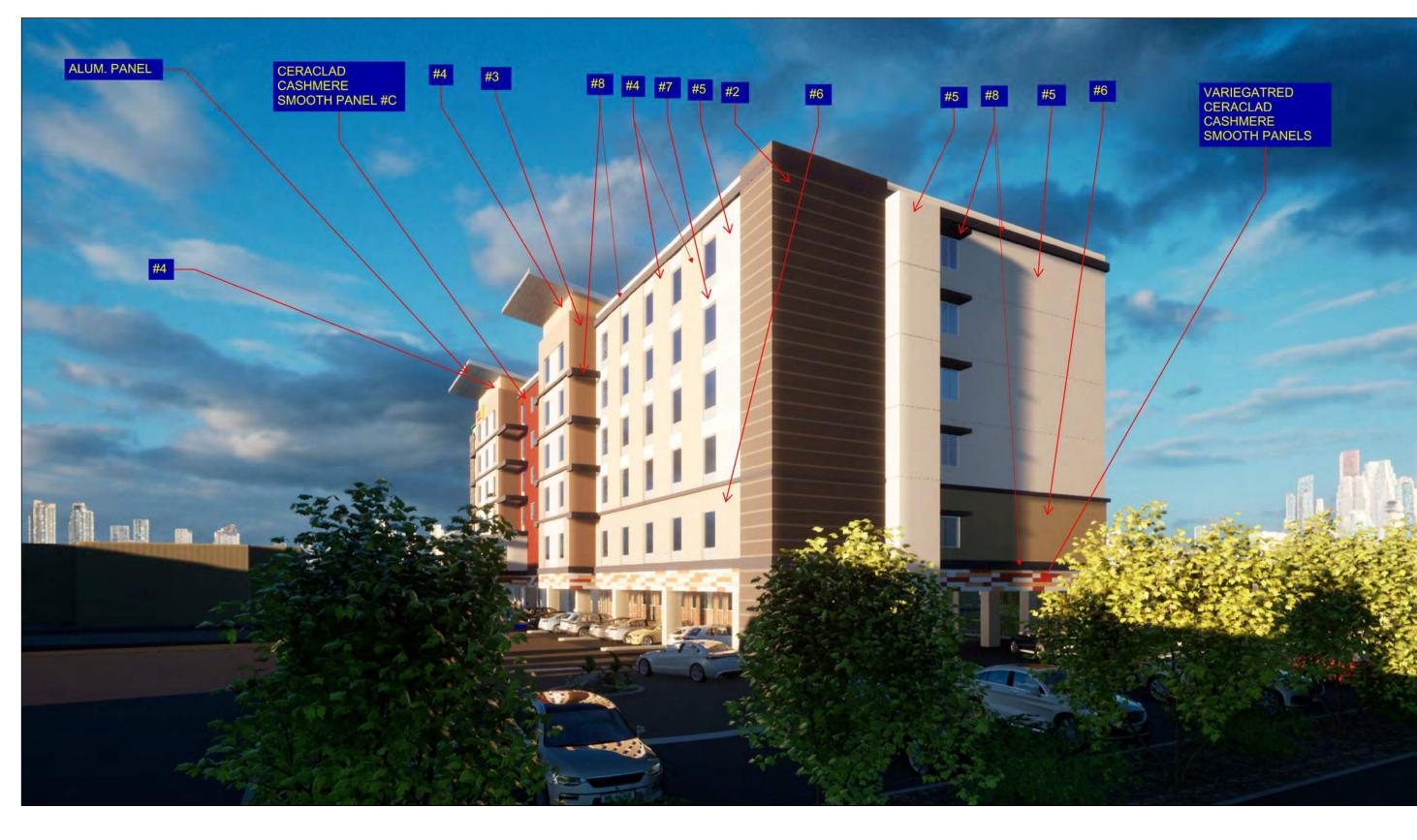












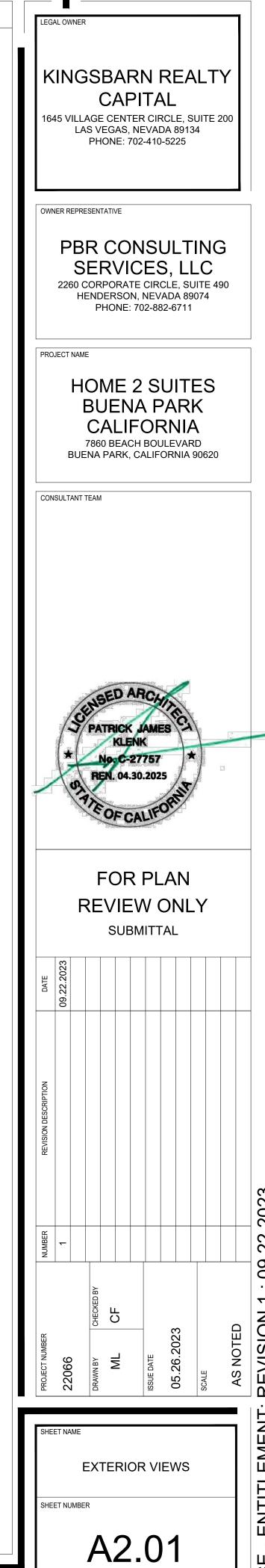


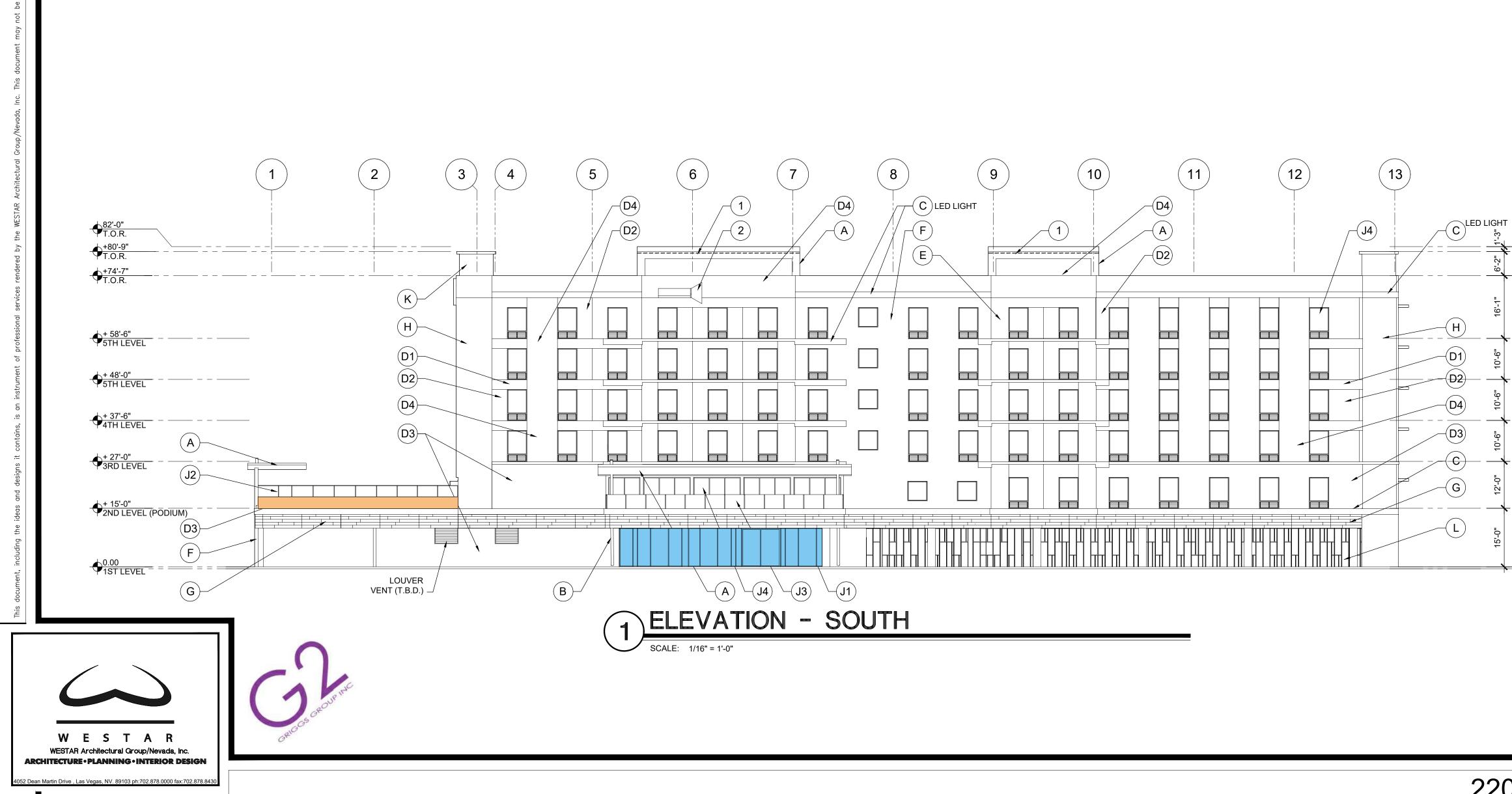
### GENERAL NOTES

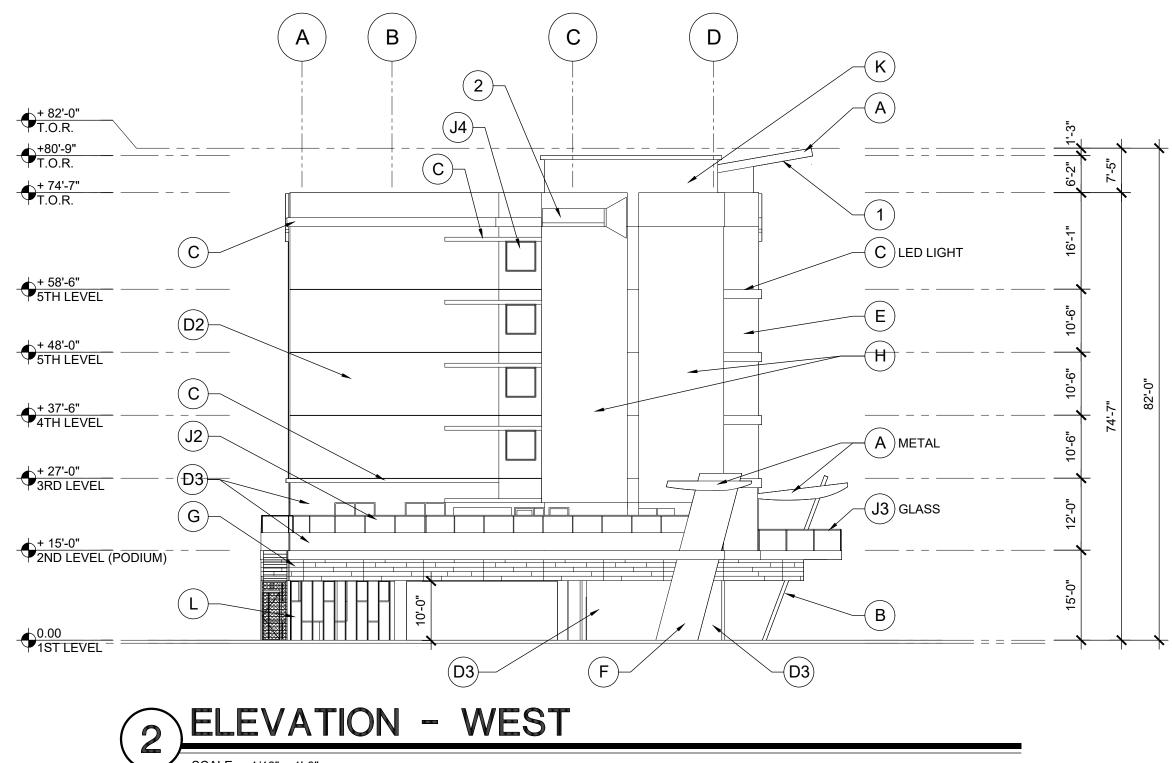
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#2 -	PANTONE 18-3908 VOLCANIC GLASS
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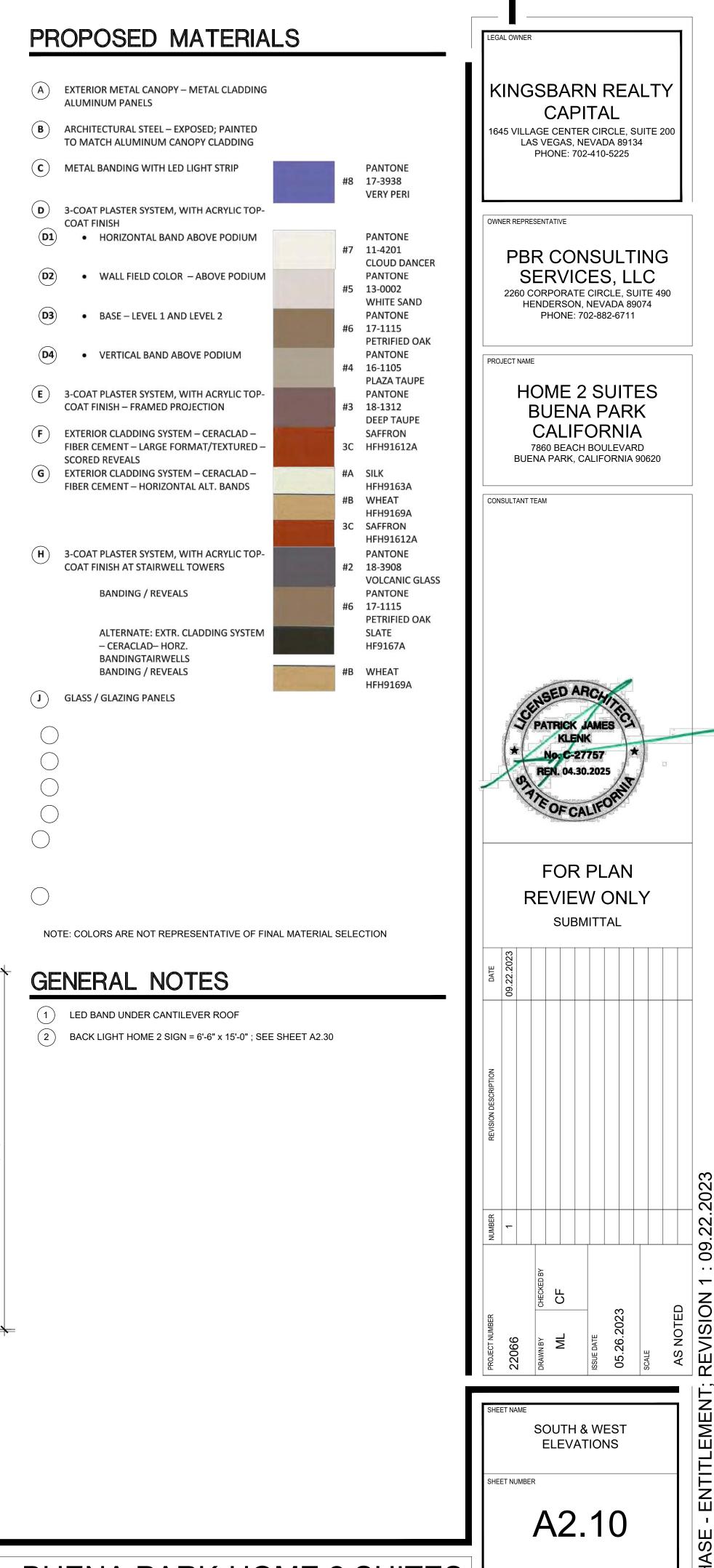
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#B -	HFH9169A WHEAT
3C -	HFH91612A





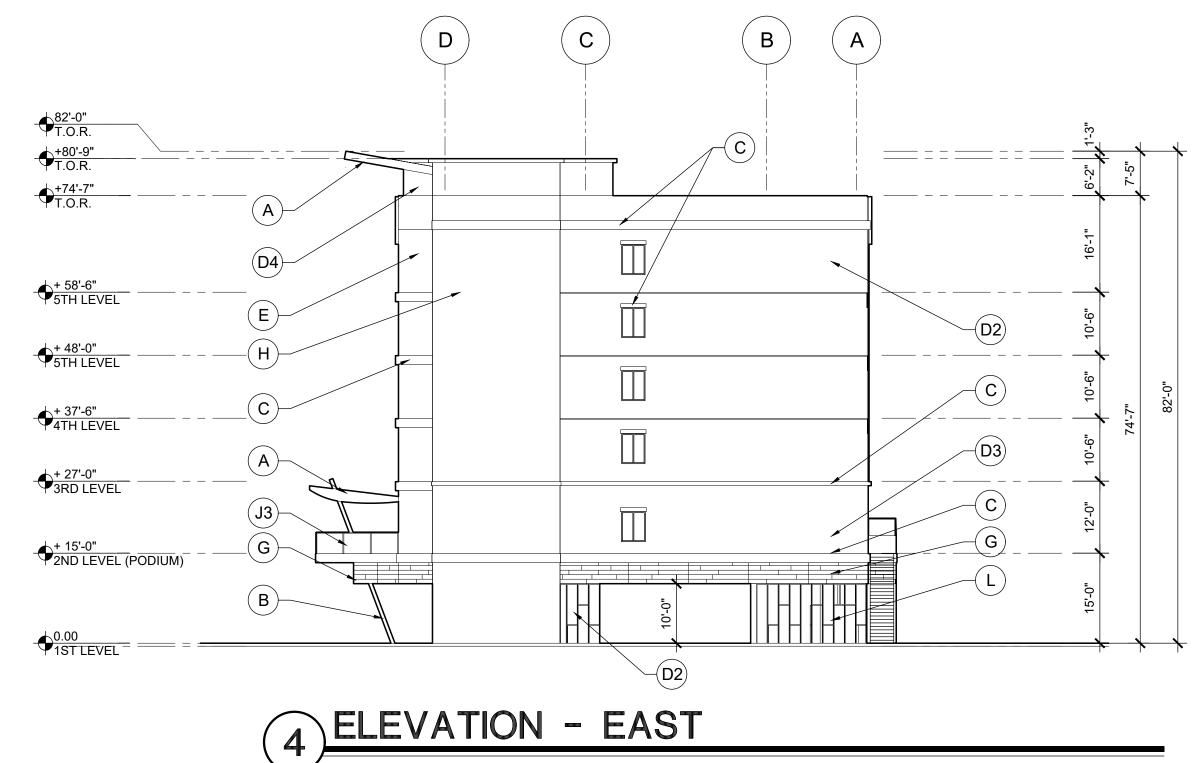


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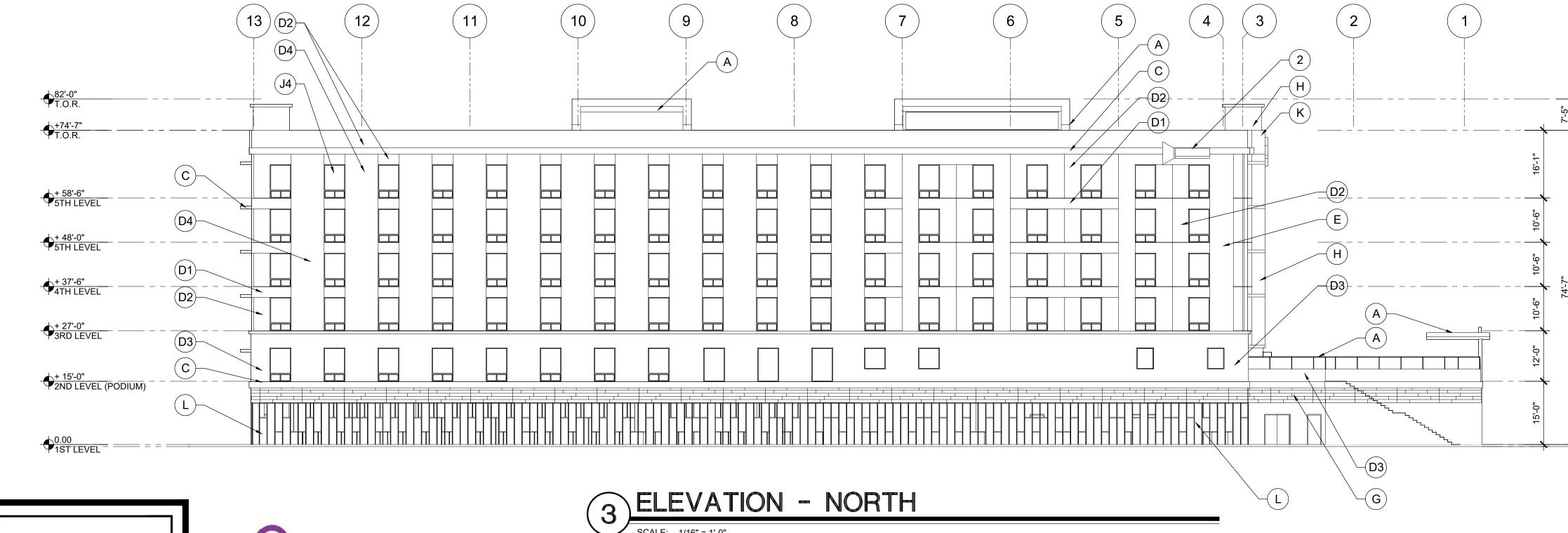


# 22060 - BUENA PARK-HOME 2 SUITES

60 . . **~** ENTITLEM ASE

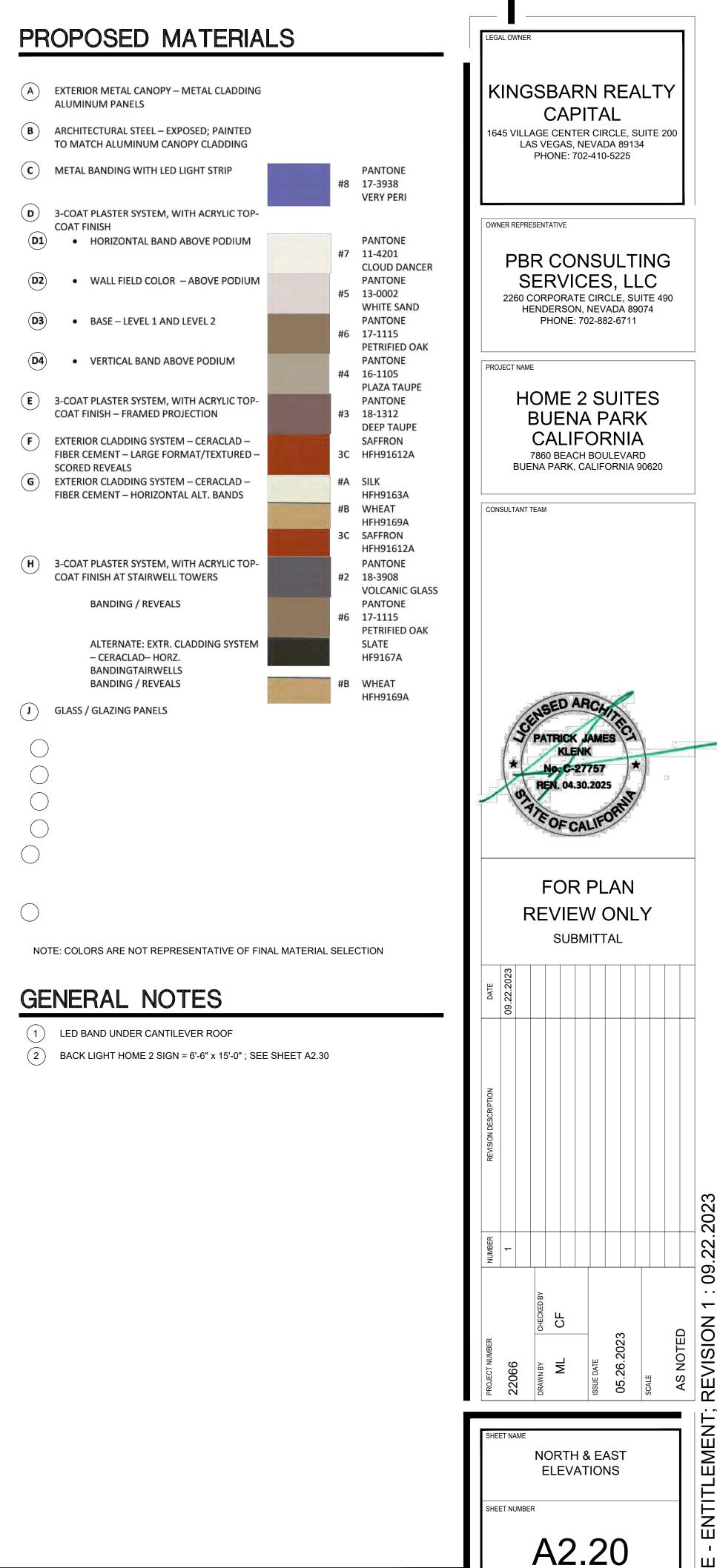


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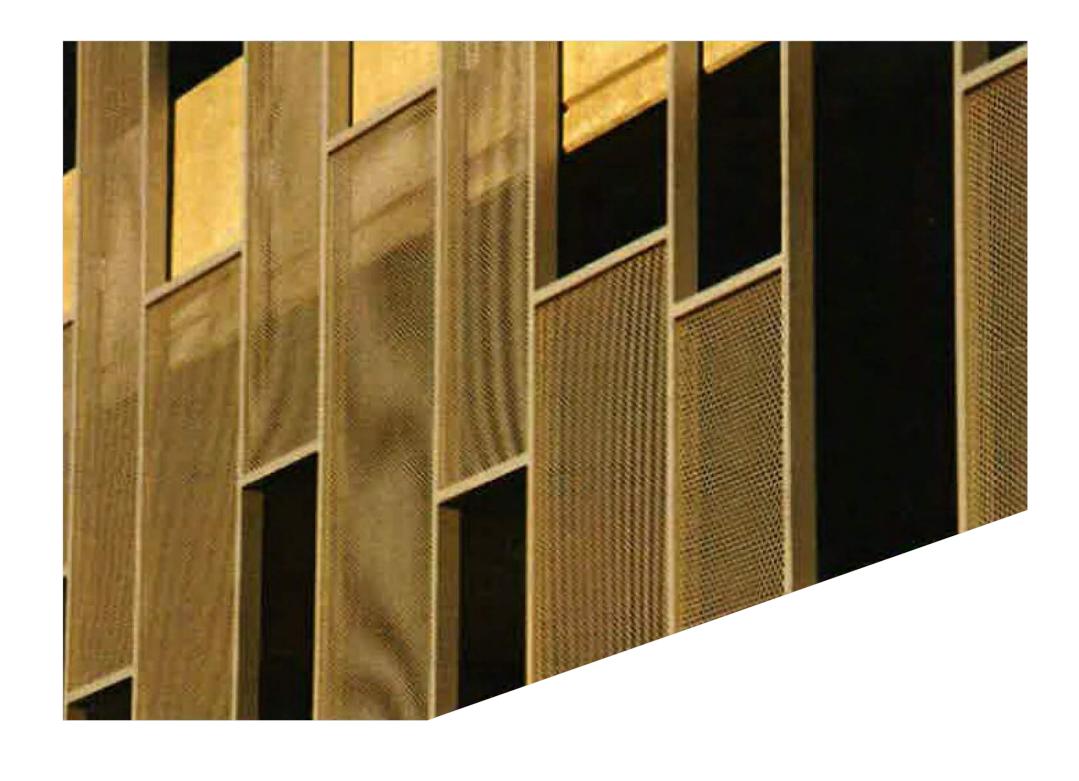


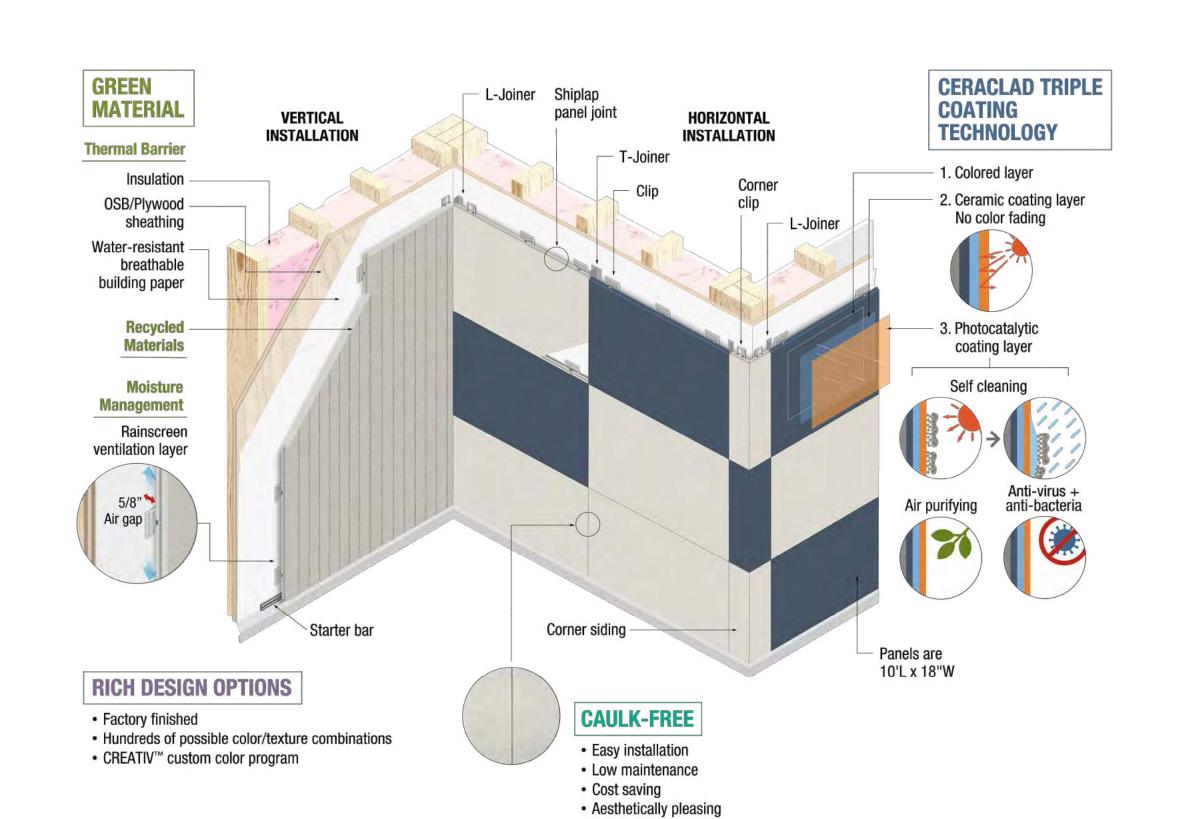
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## 22060 - BUENA PARK-HOME 2 SUITES

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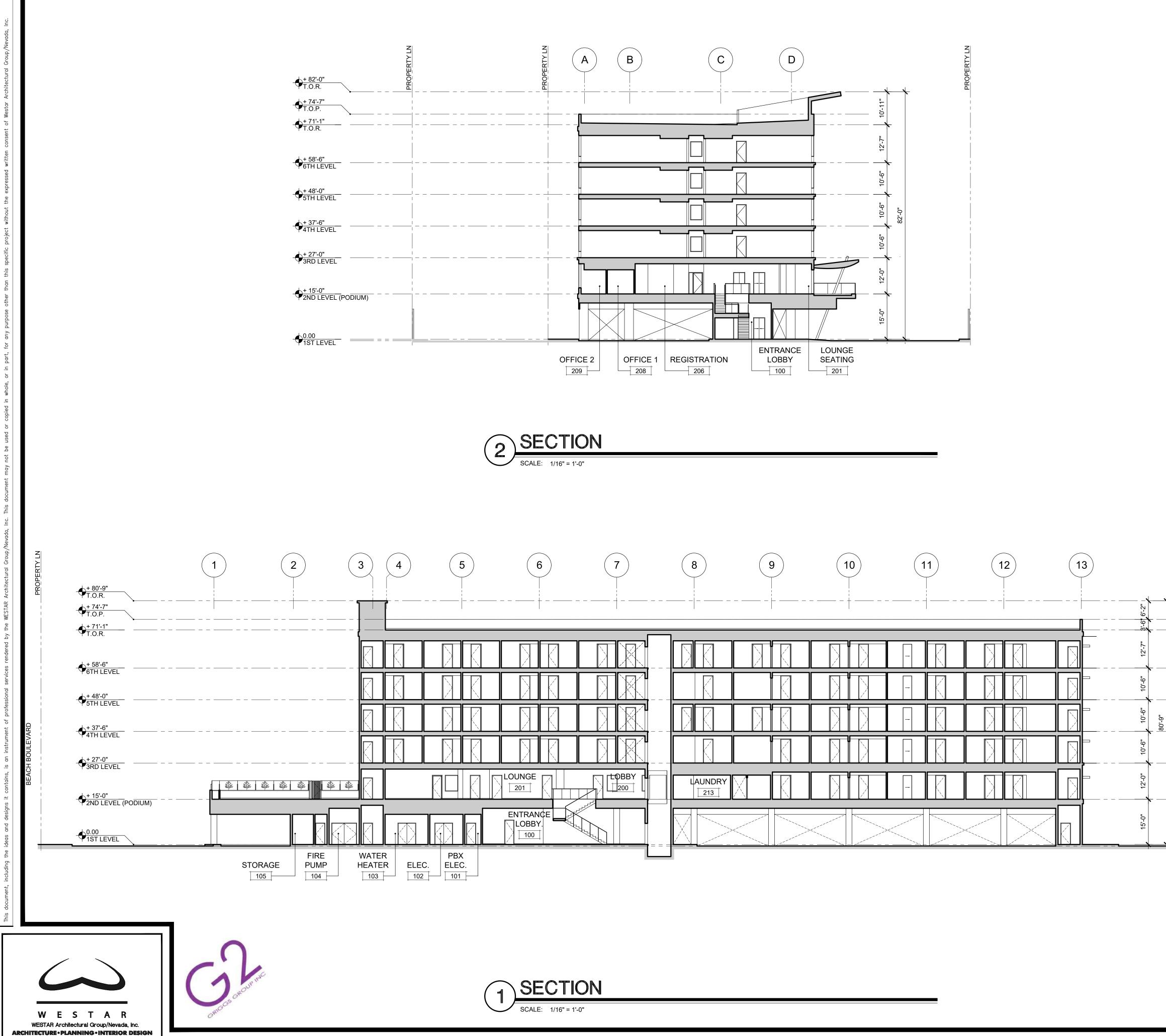
# EXTERIOR CLADDING SYSTEM : CERACLAD : CASHMERE SMOOTH







5 60 • • - ENTITLEME PHASE



Martin Drive , Las Vegas, NV. 89103 ph:702.878.0000 fax:702.878.843

	GENERAL NOTES	LEGAL OWNER	
		KINGSBARN REALTY CAPITAL 1645 VILLAGE CENTER CIRCLE, SUITE 200 LAS VEGAS, NEVADA 89134 PHONE: 702-410-5225	
		OWNER REPRESENTATIVE <b>PBR CONSULTING</b> <b>SERVICES, LLC</b> 2260 CORPORATE CIRCLE, SUITE 490 HENDERSON, NEVADA 89074 PHONE: 702-882-6711	
		PROJECT NAME HOME 2 SUITES BUENA PARK CALIFORNIA 7860 BEACH BOULEVARD BUENA PARK, CALIFORNIA 90620	
		CONSULTANT TEAM	
		CENSED ARCHINE CONSERVICE JAMES KLENIK * No. C-27757 REN. 04.30.2025 CONSERVICE OF CALIFORNIT	
PROPERTY LN		FOR PLAN REVIEW ONLY SUBMITTAL	
		DATE 09.22.2023	
		REVISION DESCRIPTION	
		NUMBER 1 1 09.22.2023	
		PROJECT NUMBER 22066 DRAWN BY DRAWN BY CHECKED BY ML CF ISSUE DATE ISSUE DATE SCALE	
		SHEET NAME BUILDING SECTIONS SHEET NUMBER	
		SHEET NUMBER A3.10	
60 - BUENA F	PARK-HOME 2 SUITES		

### RESOLUTION NO. \_\_\_\_\_ VARIANCE NO. V-23-2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK APPROVING VARIANCE NO. V-23-2 TO ALLOW FOR A REDUCTION IN REQUIRED OFF-STREET PARKING, A REDUCTION IN LANDSCAPE SETBACK AND TO ALLOW THE BUILDING TO EXCEED THE MAXIMUM PERMITTED HEIGHT FOR THE DEVELOPMENT OF A SIX-STORY, 140-ROOM HOTEL AND AMENITIES AT 7860 BEACH BOULEVARD, WITHIN THE ECSP (ENTERTAINMENT CORRIDOR SPECIFIC PLAN) LAND USE SUB-DISTRICT C-1A, AND MAKING FINDINGS IN SUPPORT THEREOF

### A. <u>Recitals.</u>

(i) PBR Consulting Services, on behalf of KB Acquisitions, LLC, 2260 Corporate Circle, Suite 490, Henderson, NV 89074 ("Developer" or "Applicant") has filed planning applications for a Development Agreement, Site Plan Review, and Variances to redevelop real property located at 7860 Beach Boulevard ("Site") with a six-story, 140-room hotel including 121 parking spaces ("Project"). Variance No. V-23-2 is requested to allow a reduction in the required landscape setback, a reduction in required off-street parking spaces and to allow a building which exceeds the maximum permitted height in the Entertainment Corridor Specific Plan. Hereinafter referred to as the "application".

(ii) On February 28, 2024, the Planning Commission conducted a hearing on the application and recommended that the City Council approve said Resolution by a 4-0 vote.

(iii) On March 26, 2024, the City Council conducted a hearing on the application and concluded said hearing prior to the adoption of this Resolution.

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

B. <u>Resolution</u>.

NOW, THEREFORE, it is found, determined, and resolved by the City Council of the City of Buena Park as follows:

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

2. Based upon substantial evidence presented to the City Council during the above-referenced hearing, including written staff reports, verbal testimony, business plan, and development plans dated "RECEIVED NOV. 17, 2023 PLANNING DIV.", the City Council hereby specifically finds as follows:

a. Finding: There are special circumstances applicable to the subject property such as size, topography, location, or surroundings which result in the strict application of the requirements of this Title depriving the property of privileges enjoyed by other property in the same zone and vicinity.

**Fact:** The subject property contains special circumstances related to both the lot's narrow street frontage and shape which necessitates the variances requested. The property is irregularly shaped with a narrow frontage along Beach Boulevard and widened area along the eastern edge of the property results in the building and site design which cannot meet the development standards prescribed in the ECSP without reducing the building size to below what is financially viable for the site or desired for the Tourist-Entertainment General Plan land use designation or further reducing the amount of off-street parking or landscape setbacks.

### b. Finding: The variance will not grant special privileges to the subject property not enjoyed by other properties in the same zone and vicinity.

**Fact:** The requested variances will allow for the development of the subject property with a hotel use which is permitted in the ECSP subject to a Development Agreement. The requested variances are required for the property to meet minimum Building and Fire Code standards as well as remain financially viable. There is no grant of special privilege that other properties in the same zone could avail themselves of.

## c. Finding: The variance will not produce results detrimental to the public health, safety, or welfare and will not be injurious to other property in the vicinity.

**Fact:** The proposed hotel is consistent with the permitted uses and vision for the Entertainment Corridor and Tourist-Entertainment General Plan land use designation. The project has been designed to minimize impacts on adjacent properties and provides adequate screening for the residential development to the east of the project site. The Hilton Home-2-Suites is a nationally recognized brand which maintains high standards for development and operation. A parking analysis was conducted for a previously proposed hotel development at this location which determined that a reduced parking ratio for the hotel use would not result in spill-over parking on adjacent properties.

### d. Finding: The variance will not be contrary to the objectives of the general plan, any applicable specific plan, or the intent of this Title.

**Fact:** The project would implement goals and objectives as envisioned in the ECSP and Tourist-Entertainment General Plan land use designation by adding a high-quality family-oriented hotel to the Entertainment Corridor that will provide additional lodging options to support the tourism activity generated by Knott's Berry Farm, Knott's Soak City, Medieval Times and Pirate's Dinner Adventure.

3. The City Council hereby finds and determines that the project identified above in this Resolution is found to be Categorically Exempt from the requirements of the

California Environmental Quality Act (CEQA) pursuant to Class 32, Section 15332 – In-Fill Development.

4. Based upon the findings and conclusions set forth in paragraphs 1, 2, and 3, above, the City Council hereby approves the application subject to the plans dated "RECEIVED NOV. 17, 2023 PLANNING DIV.", and the following conditions set forth in paragraph 6 of this Resolution.

5. The City Clerk shall Certify to the adoption of this Resolution.

6. The following conditions are deemed necessary to protect the public health, safety, and general welfare and are reasonable and proper in accordance with the purpose and intent of the Buena Park City Code:

### PUBLIC WORKS DEPARTMENT

### DESIGN CONDITIONS

- 1. The property owner shall dedicate a 10-foot easement along the Beach Boulevard frontage to for street purposes. A plat map and legal description shall be prepared by registered civil engineer or licensed surveyor. All costs associated with preparation of these documents and County recording shall be responsible by applicant.
- 2. Grading, storm drain, street, sewer, water, and erosion control plans shall be prepared by a registered engineer, at a minimum scale of 1" = 40', and on 24" by 36" sheets. Any proposed improvements shall be designed and constructed per City Standards. Any existing improvements in the public right-of-way, adjacent to project parcel frontage, that are not in compliance with the Americans with Disabilities Act (ADA) shall be removed and reconstructed or added to meet the ADA requirements and must comply with City Standards.
- 3. Traffic Impact fees shall be in accordance with City Resolution 9726 and the latest City Fee Schedule. Sewer, water, and stormwater impact fees shall be per the latest City Fee Schedule.
- 4. All proposed utility connections shall be made to the City water and sewer systems in accordance with the City Code, standards and applicable Federal, State and County regulations.
- 5. A hydrology and/or hydraulics study, prepared by a registered engineer, shall be submitted for approval when drainage is altered and/or there is a net increase of the stormwater for the proposed project. The storm drain system shall be designed and constructed for a minimum of a 25-year flood per the County of Orange standards. It shall be privately owned and maintained.
- 6. Driveway approaches, sidewalks, curb and gutter or pavement along the project frontage that are lifted, fractured, or failing shall be removed and replaced per City standards.

- 7. All existing public facilities in conflict with new improvements shall be relocated at no cost to the City, with the exception of the driveway reconfiguration on the north side of the subject property. The property owner shall dedicate, or cause to be dedicated all easements needed to accommodate the relocation, modification or installation of facilities to be maintained by the City or any public utility company.
- 8. Prior to issuance of grading or building permits, permit applicant shall submit for approval, a Water Quality Management Plan (WQMP) specifically identifying Best Management Practices (BMPs) that will be used on site to control pollutant run-offs. This WQMP shall identify the structural and non-structural measures detailing implementation of BMP's whenever they are applicable to the project. The design criteria and templates are can be found online at the City of Buena Park Public Works Engineering Department (buenapark.com/city departments/public works/engineering services/water quality management plans.php.
- 9. Prior to the issuance of grading permit for projects that will result in soil disturbance of one acre or more of land, a copy of the Notice of Intent (NOI) and assigned Waste Discharge Identification (WDID) number from the State Water Resources Control Board shall be submitted to the City. Projects subject to this requirement shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP). A copy of the approved SWPPP by the State Water Resources Control Board shall be kept at the project site and be made available for the City upon request. The assigned WDID number must appear on the cover sheet of the grading plan.
- 10. The proposed trash enclosure shall accommodate bins for organic, recycling, and trash per Senate Bill 1383.

### PERMIT ISSUANCE CONDITIONS:

- 11. All fees, deposits, and bonds associated with improvements required by the Public Works Department shall be paid prior to the issuance of permits for construction. The fee amounts are specified in the City Fee Schedule.
- 12. Before exercising any right or performing any obligation pursuant to any permit issued by the Public Works Department, the developer/contractor shall obtain a City Business License and submit required insurance certificates.
- 13. A Transportation Hauling permit shall be obtained to operate or move a vehicle or combination of vehicles or special mobile equipment of a size or weight of vehicle or load exceeding the maximums specified in the California Vehicle Code (CVC) and the Caltrans Transportation Permit Manual.
- 14. Prior to final release of the project by the Public Works Department, or the refund of any cash deposits, the developer/contractor shall provide the City with a warranty bond to be held by the City for a period of one (1) year, for all public facilities and improvements.
- 15. Prior to the grant of occupancy by the City or commencement for the approved use, all improvements required by the Public Works Department shall be completed.

### CONSTRUCTION CONDITIONS:

- 16. The applicant/contractor shall be responsible for protecting all existing horizontal and vertical survey controls. Any survey controls disturbed during construction shall be reset per Orange County Surveyor Standards after construction.
- 17. All trash collection services needed during construction or after project completion shall be obtained from the City's authorized provider.
- 18. All utility connections, street improvements, and any other work performed in the public right-of-way will require a traffic control plan prepared per the City of Buena Park Public Works Department requirements. The cost of the design and implementation of the traffic control plans shall be borne by the project proponent.
- 19. An Engineered Grading and Utility Certification shall be certified by the project engineer. Each phase of construction, fill and soil compaction, rough grading including pad elevations, final grading, utilities, and Water Quality Management Plan shall be certified by the project engineer and submitted to the City.
- 20. Prior to issuance of occupancy, applicant shall demonstrate all structural BMPs have been constructed in conformance with the approved WQMP.

#### ORANGE COUNTY FIRE AUTHORITY

**Plan Submittal:** The applicant or responsible party shall submit the plan(s) listed below to the Orange County Fire Authority for review. Approval shall be obtained on each plan prior to the event specified.

- 1. Prior to OCFA clearance of a final map or issuance of a precise grading permit or a building permit, if a grading permit is not required:
  - a. Fire Master Plan (service code PR145)
  - b. Alternate methods and materials (AM&M) request (PR910) for access, hose pull and aerial staging deficiencies consistent with the approved conceptual design provided to OCFA on November 15, 2023.
- 2. Prior to issuance of a building permit:
  - a. Architectural (service codes PR200-PR285)
  - b. Use of firewalls to separate the structure into separate buildings.
  - c. All stairwells to reach roof level.
  - d. Underground piping for private hydrants and fire sprinkler systems (service code PR470-PR475)
  - e. Fire sprinkler system (service codes PR400-PR465)
- 3. Prior to concealing interior construction:
  - a. Fire alarm system (service code PR500-PR520)
  - b. Emergency voice/alarm communication system
  - c. Hood and duct extinguishing system for commercial kitchen equipment if proposed (service code PR335)

Resolution No. Variance No. V-23-2 March 26, 2024

Specific submittal requirements may vary from those listed above depending on actual project conditions identified or present during design development, review, construction, inspection, or occupancy. Portions of the project that are deferred shall be subject to the codes, standards, and other applicable requirements in force on the date that the deferred plan is submitted to OCFA.

Standard notes, guidelines, informational bulletins, submittal instructions, and other information related to plans reviewed by the OCFA may be found by visiting ocfa.org on the Planning and Development Section homepage.

- 4. Temporary/Final Occupancy Inspections: Prior to issuance of temporary or final certificate of occupancy, all OCFA inspections shall be completed to the satisfaction of the OCFA inspector and be in substantial compliance with codes and standards applicable to the project and commensurate with the type of occupancy (temporary or final) requested. Inspections shall be scheduled at least five days in advance by calling OCFA Inspection Scheduling at 714-573-6150.
- 5. Lumber-drop Inspection: After installation of required fire access roadways and hydrants, the applicant shall receive clearance from the OCFA prior to bringing combustible building materials on-site. Call OCFA Inspection Scheduling at (714) 573-6150 with the Service Request number of the approved fire master plan at least five days in advance to schedule the lumber drop inspection.

### **BUILDING DIVISION**

- 1. The project shall comply with state and federal disabled access requirements.
- 2. The project shall comply with the California Building Codes as adopted and amended by the City of Buena Park Municipal Code, Title 15.
- 3. The building/buildings shall be fully fire-sprinklered as required by the City of Buena Park Municipal Code, Title 1, and the California Building Code.
- 4. A geotechnical investigation report prepared by a qualified geotechnical engineer is required. The applicant shall submit this report for review and approval prior to the issuance of building permits. It is recommended that the applicant submit the geotechnical report to the City early in the design phase to avoid delays later in the project.
- 5. The construction plans require professional preparation. Submit plans and structural calculations prepared by a California registered engineer or architect.
- 6. After the public hearing appeal period ends, applicant shall submit three (3) sets of construction plans to the Building Division for plan check in order to obtain required building permits.
- 7. All portions of the proposed building above the first story shall maintain a minimum 12 foot setback from any overhead power lines.

Resolution No. Variance No. V-23-2 March 26, 2024

8. New buildings 10,000 square feet and over, shall require a completed commissioning plan in accordance with Section 5.410 of the California Green Building Standards Code.

### POLICE DEPARTMENT CONDITIONS OF APPROVAL

1. Prior to certificate of occupancy, the developer shall install closed-circuit security cameras in the common open spaces and parking areas (covered and uncovered) with a minimum 90-day retention schedule.

### PLANNING DIVISION

- 1. This approval shall be for the construction of a 6-story, 140-room hotel with variances from the Entertainment Corridor Specific Plan development standards for building height, parking and landscape setbacks on a 1.45-acre parcel located at 7860 Beach Boulevard in substantial compliance with plans stamped "RECEIVED NOV. 17, 2023 PLANNING DIV.", except as modified herein.
- Concurrent with the plan submittal to Building Plan Check, the developer shall submit color and material samples for the exterior of the building to the Planning Division. Exterior materials provided shall match the material callouts shown on the approved plans or a comparable alternative.
- 3. Concurrent with the plan submittal for Building Plan Check, the developer shall submit a site photometric plan that depicts the equivalent of (1) foot-candle minimum illumination throughout the parking areas. All luminaries shall be designed, shielded, or aimed in such a manner so as not to produce glare upon adjacent properties or rights of way. Lighting fixtures shall be decorative in nature and complement the building design/architecture.
- 4. All landscaped areas shall be separated from adjacent vehicular areas by a masonry wall or cement concrete curb a minimum of 6-inches in height, or by cement or masonry walkway. It shall be the responsibility of the developer to submit to the Public Works Department such plans as are necessary to ensure the installation of curbs or walls do not detrimentally affect drainage.
- 5. Concurrent with the plan submittal for Building Plan Check, the plans shall include design for the proposed trash enclosure. The trash enclosure shall be designed to match the architectural design of the building including materials and coloration and painted to match the building.
- 6. All required new utility services, equipment, including transformers, gas meter, "J" boxes, and similar devices shall be screened with landscaping as shown on the conceptual landscape plans.
- 7. Landscaping/irrigation/sprinkler plans shall be submitted to the Planning Division for review and be approved prior to the issuance of building permits. Landscaping, as approved and provided with an automatic and permanent sprinkler system shall be considered a part of this plan and shall be installed and maintained as a condition of the use. All landscaping/irrigation/sprinkler plans shall comply with the City of Buena

Park Water Efficiency Landscape Ordinance, Title 13, Chapter 13.30 of the Buena Park Municipal Code.

- 8. Landscaping shall consist of a variety of trees, shrubs (15-gallon minimum) and groundcover, generally consistent with the conceptual planting plan stamped RECEIVED NOV 17, 2023 PLANNING DIV."
- 9. Dead or dying plants or trees shall be promptly replaced with plants or trees, as applicable, comparable in size and species. All irrigation shall be on an electronic timer and shall be maintained in fully operable, non-leaking condition.
- 10. An ornamental masonry wall, a minimum of 6-feet-high, measured from the highest finished grade, shall be constructed, and maintained along the north, south and east perimeter property lines (adjacent to properties zoned RM Medium Density Multifamily Residential). Standard gray or pink block CMU shall not be considered as ornamental masonry. No block wall construction shall occur until a grading plan has been approved by the Public Works Department if required. Double walls shall be avoided if possible, and if not possible, the gap between all double walls shall be sealed to the satisfaction of the City. All existing block walls to remain shall be repaired as necessary and painted to match the project color scheme.
- 11. All required double check valve assemblies located within public view shall be strategically screened using landscaping or fencing to the satisfaction of the Community and Economic Development Director.
- 12. The applicant and/or property owner shall ensure that a copy of the Planning Commission resolution of approval be reproduced on the first page of construction drawings and shall be distributed to all design professionals, contractors, and subcontractors participating in the construction phase of the project.
- 13. If any legal action or other proceeding is instituted by a third party or parties, other governmental entity or official challenging the validity of any provision of the Project Approvals, environmental determination, or entitlements, Owner and City shall cooperate in defending any such action. City shall notify Owner of any such legal action against City within ten (10) working days after City receives service of process, except for any petition for injunctive relief, in which case City shall notify Owner immediately upon receipt of notice thereof. Owner shall indemnify, hold harmless and defend City, and its officers, employees or agents with respect to any claim or lawsuit brought to challenge the validity or enforcement of the Project Approvals, the Negative Declaration, or this Development Agreement, instituted by a third party or another governmental entity or official; provided, however, that if the City fails to cooperate in the defense, Owner shall not thereafter be responsible for City's defense. Owner shall pay all of City's defense costs including, without limitation, court costs, attorneys' fees, and expert witness fees. Owner shall promptly pay all monetary awards, judgments, verdicts, court costs, and attorneys' fees that may be awarded in such action. City shall be entitled to select counsel to conduct its defense in any such action; provided, however, that City shall instruct such counsel to cooperate with Owner as provided herein.

Resolution No. Variance No. V-23-2 March 26, 2024

PASSED AND ADOPTED this \_\_\_\_\_day of \_\_\_\_\_by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAINED: COUNCILMEMBERS:

ATTEST:

Mayor

City Clerk

Resolution No. Variance No. V-23-2 March 26, 2024

### AFFIDAVIT OF ACCEPTANCE:

I/We do hereby accept all of the conditions contained in this document and all other conditions imposed by Variance No. V-23-2 and do agree that I/We shall conform with and abide by all such conditions.

Owner Signature

Owner Printed Name

Date

Applicant Signature

Applicant Printed Name

Date

### RESOLUTION NO. \_\_\_\_\_ SITE PLAN NO. SP-24-3

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUENA PARK APPROVING A SITE PLAN REVIEW FOR THE DEVELOPMENT OF A SIX-STORY, 140-ROOM HOTEL, PARKING AND AMENITIES AT 7860 BEACH BOULEVARDAND AND MAKING FINDINGS IN SUPPORT THEREOF

### A. <u>Recitals.</u>

(i) PBR Consulting Services, on behalf of KB Acquisitions, LLC, 2260 Corporate Circle, Suite 490, Henderson, NV 89074 ("Developer" or "Applicant") has filed planning applications for a Development Agreement, Site Plan Review and Variance to redevelop real property located at 7860 Beach Boulevard ("Site") with a six-story, 140-room hotel including 121 parking spaces ("Project"). Site Plan Review SP-24-3 is required pursuant to Buena Park Municipal Code Section 19.128.040 for any new construction.

(ii) On February 28, 2024, the Planning Commission conducted a hearing on the application and recommended that the City Council approve said Resolution by a 4-0 vote.

(iii) On March 26, 2024, the City Council conducted a hearing on the application and concluded said hearing prior to the adoption of this Resolution.

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

B. <u>Resolution.</u>

NOW THEREFORE, it is found, determined, and resolved by the City Council of the City of Buena Park as follows:

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

2. Based upon substantial evidence presented to the City Council during the abovereferenced hearing, including written staff reports, verbal testimony, and development plans dated "RECEIVED NOV 17, 2023 PLANNING DIV.", the City Council hereby specifically finds as follows:

- a. **FINDING:** The proposed development meets all applicable requirements of this Title and other laws.
  - **FACT:** The proposed hotel, as conditioned, and subject to approval of the required variances for building height, landscape setback and parking, complies with all other applicable requirements of the General Plan, Zoning, Fire and Building Codes.
- b. **FINDING:** The site arrangement and improvements will not be detrimental to the existing and intended character of the area as defined by the General Plan, any applicable specific plans, and this Title.

- **FACT:** The site arrangement and improvements will not be detrimental to the existing and intended character of the Entertainment Corridor and Tourist-Entertainment General Plan land use designation. The proposed hotel has been designed, subject to approval of variances, to meet the development standards for the ESCP.
- c. **FINDING:** Property values will be conserved.
  - **FACT:** The hotel and accompanying amenities are proposed on a currently vacant property and will not only preserve, but greatly improve the property values for the surrounding properties within the Entertainment Corridor.
- d. **FINDING:** Effective and satisfactory methods are provided to protect nearby structures and activities from noise, vibration, and other adverse environmental effects generated by the subject development.
  - **FACT:** The proposed hotel has been reviewed for conformance with the California Environmental Quality Act and it has been determined that the project qualifies for a Categorical Exemption pursuant to Section 15332 (In-Fill Development). Further, walls, landscaping, building orientation and design features have been included to ensure nearby structures are not adversely affected by noise, vibration or other environmental effects.
- e. **FINDING:** The exterior architectural design is in reasonable harmony with the architectural character of the area.
  - **FACT:** The architecture is modern in style and consists of a combination of flat roof design with angled parapet and roof features to complement the surrounding commercial developments. The design will incorporate an earth-toned color palette (grey, brown, and white) with small portions of bright green to highlight the hotel's branding. A variety of exterior materials and variations in wall-planes and building heights are incorporated to break up the building massing and provide visual interest. The ground level entrance, 2<sup>nd</sup> level balcony and pool deck will feature large angular canopies to provide shade and architectural interest to the design.
- f. **FINDING:** The arrangement and design for pedestrian and vehicular traffic will minimize congestion and protect pedestrian and vehicular safety.
  - **FACT:** The arrangement and design for pedestrian and vehicular traffic will continue to minimize congestion and protect pedestrian and vehicular safety for the subject property as well as surrounding properties. Vehicular access to the project will be from a proposed 25-foot-wide driveway located towards the southern portion of the property frontage on Beach Boulevard. Internal circulation is provided from a driveway along the southern edge of the lot which connects to parking along the western property line. Customer and employee vehicles may also access the under-building parking from both the east and west ends of the property. Emergency access is provided on three sides of the building and a trash enclosure is provided towards the

northwest corner of the lot which has been approved by the City's waste hauler as an accessible location.

3. The City Council hereby finds and determines that the project identified above in this Resolution is categorically exempt from the requirements of the California Environmental Quality Act of 1970, as amended, and the Guidelines promulgated thereunder pursuant to Class 32 Section 15332 (In-Fill Development).

4. Based upon the findings and conclusions set forth in paragraphs 1, 2, and 3 above, the City Council hereby approves the application subject to the plans dated "RECEIVED NOV 17, 2023 PLANNING DIV." as modified herein and the following reasonable conditions set forth in paragraph 6 of this Resolution.

5. The City Clerk shall Certify to the adoption of this Resolution.

6. The following conditions are deemed necessary to protect the public health, safety, and general welfare and are reasonable and proper in accordance with the purpose and intent of the Buena Park Municipal Code.

### PUBLIC WORKS DEPARTMENT

### DESIGN CONDITIONS

- 1. The property owner shall dedicate a 10-foot easement along the Beach Boulevard frontage to for street purposes. A plat map and legal description shall be prepared by registered civil engineer or licensed surveyor. All costs associated with preparation of these documents and County recording shall be responsible by applicant.
- 2. Grading, storm drain, street, sewer, water, and erosion control plans shall be prepared by a registered engineer, at a minimum scale of 1" = 40', and on 24" by 36" sheets. Any proposed improvements shall be designed and constructed per City Standards. Any existing improvements in the public right-of-way, adjacent to project parcel frontage, that are not in compliance with the Americans with Disabilities Act (ADA) shall be removed and reconstructed or added to meet the ADA requirements and must comply with City Standards.
- 3. Traffic Impact fees shall be in accordance with City Resolution 9726 and the latest City Fee Schedule. Sewer, water, and stormwater impact fees shall be per the latest City Fee Schedule.
- 4. All proposed utility connections shall be made to the City water and sewer systems in accordance with the City Code, standards and applicable Federal, State and County regulations.
- 5. A hydrology and/or hydraulics study, prepared by a registered engineer, shall be submitted for approval when drainage is altered and/or there is a net increase of the stormwater for the proposed project. The storm drain system shall be designed and constructed for a minimum of a 25-year flood per the County of Orange standards. It shall be privately owned and maintained.

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- 6. Driveway approaches, sidewalks, curb and gutter or pavement along the project frontage that are lifted, fractured or failing shall be removed and replaced per City standards.
- 7. All existing public facilities in conflict with new improvements shall be relocated at no cost to the City, with the exception of the driveway reconfiguration on the north side of the subject property. The property owner shall dedicate, or cause to be dedicated all easements needed to accommodate the relocation, modification or installation of facilities to be maintained by the City or any public utility company.
- 8. Prior to issuance of grading or building permits, permit applicant shall submit for approval, a Water Quality Management Plan (WQMP) specifically identifying Best Management Practices (BMPs) that will be used on site to control pollutant run-offs. This WQMP shall identify the structural and non-structural measures detailing implementation of BMP's whenever they are applicable to the project. The design criteria and templates are can be found online at the City of Buena Park Public Works Engineering Department (buenapark.com/city\_departments/public\_works/engineering\_services/water\_quality\_manag ement\_plans.php.
- 9. Prior to the issuance of grading permit for projects that will result in soil disturbance of one acre or more of land, a copy of the Notice of Intent (NOI) and assigned Waste Discharge Identification (WDID) number from the State Water Resources Control Board shall be submitted to the City. Projects subject to this requirement shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP). A copy of the approved SWPPP by the State Water Resources Control Board shall be kept at the project site and be made available for the City upon request. The assigned WDID number must appear on the cover sheet of the grading plan.
- 10. The proposed trash enclosure shall accommodate bins for organic, recycling, and trash per Senate Bill 1383.

#### PERMIT ISSUANCE CONDITIONS:

- 11. All fees, deposits, and bonds associated with improvements required by the Public Works Department shall be paid prior to the issuance of permits for construction. The fee amounts are specified in the City Fee Schedule.
- 12. Before exercising any right or performing any obligation pursuant to any permit issued by the Public Works Department, the developer/contractor shall obtain a City Business License and submit required insurance certificates.
- 13. A Transportation Hauling permit shall be obtained to operate or move a vehicle or combination of vehicles or special mobile equipment of a size or weight of vehicle or load exceeding the maximums specified in the California Vehicle Code (CVC) and the Caltrans Transportation Permit Manual.
- 14. Prior to final release of the project by the Public Works Department, or the refund of any cash deposits, the developer/contractor shall provide the City with a warranty bond to be held by the City for a period of one (1) year, for all public facilities and improvements.

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15. Prior to the grant of occupancy by the City or commencement for the approved use, all improvements required by the Public Works Department shall be completed.

### CONSTRUCTION CONDITIONS:

- 16. The applicant/contractor shall be responsible for protecting all existing horizontal and vertical survey controls. Any survey controls disturbed during construction shall be reset per Orange County Surveyor Standards after construction.
- 17. All trash collection services needed during construction or after project completion shall be obtained from the City's authorized provider.
- 18. All utility connections, street improvements, and any other work performed in the public right-of-way will require a traffic control plan prepared per the City of Buena Park Public Works Department requirements. The cost of the design and implementation of the traffic control plans shall be borne by the project proponent.
- 19. An Engineered Grading and Utility Certification shall be certified by the project engineer. Each phase of construction, fill and soil compaction, rough grading including pad elevations, final grading, utilities, and Water Quality Management Plan shall be certified by the project engineer and submitted to the City.
- 20. Prior to issuance of occupancy, applicant shall demonstrate all structural BMPs have been constructed in conformance with the approved WQMP.

### ORANGE COUNTY FIRE AUTHORITY

- **Plan Submittal:** The applicant or responsible party shall submit the plan(s) listed below to the Orange County Fire Authority for review. Approval shall be obtained on each plan prior to the event specified.
- 1. Prior to OCFA clearance of a final map or issuance of a precise grading permit or a building permit, if a grading permit is not required:
  - a. Fire Master Plan (service code PR145)
  - b. Alternate methods and materials (AM&M) request (PR910) for access, hose pull and aerial staging deficiencies consistent with the approved conceptual design provided to OCFA on November 15, 2023.
- 2. Prior to issuance of a building permit:
  - a. Architectural (service codes PR200-PR285)
  - b. Use of firewalls to separate the structure into separate buildings.
  - c. All stairwells to reach roof level.
  - d. Underground piping for private hydrants and fire sprinkler systems (service code PR470-PR475)
  - e. Fire sprinkler system (service codes PR400-PR465)
- 3. *Prior to concealing interior construction:* 
  - a. Fire alarm system (service code PR500-PR520)
  - b. Emergency voice/alarm communication system

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- c. Hood and duct extinguishing system for commercial kitchen equipment if proposed (service code PR335)
- Specific submittal requirements may vary from those listed above depending on actual project conditions identified or present during design development, review, construction, inspection, or occupancy. Portions of the project that are deferred shall be subject to the codes, standards, and other applicable requirements in force on the date that the deferred plan is submitted to OCFA.
- Standard notes, guidelines, informational bulletins, submittal instructions, and other information related to plans reviewed by the OCFA may be found by visiting ocfa.org on the Planning and Development Section homepage.
- 4. Temporary/Final Occupancy Inspections: Prior to issuance of temporary or final certificate of occupancy, all OCFA inspections shall be completed to the satisfaction of the OCFA inspector and be in substantial compliance with codes and standards applicable to the project and commensurate with the type of occupancy (temporary or final) requested. Inspections shall be scheduled at least five days in advance by calling OCFA Inspection Scheduling at 714-573-6150.
- 5. **Lumber-drop Inspection:** After installation of required fire access roadways and hydrants, the applicant shall receive clearance from the OCFA prior to bringing combustible building materials on-site. Call OCFA Inspection Scheduling at (714) 573-6150 with the Service Request number of the approved fire master plan at least five days in advance to schedule the lumber drop inspection.

#### **BUILDING DIVISION**

- 1. The project shall comply with state and federal disabled access requirements.
- 2. The project shall comply with the California Building Codes as adopted and amended by the City of Buena Park Municipal Code, Title 15.
- 3. The building/buildings shall be fully fire-sprinklered as required by the City of Buena Park Municipal Code, Title 1, and the California Building Code.
- 4. A geotechnical investigation report prepared by a qualified geotechnical engineer is required. The applicant shall submit this report for review and approval prior to the issuance of building permits. It is recommended that the applicant submit the geotechnical report to the City early in the design phase to avoid delays later in the project.
- 5. The construction plans require professional preparation. Submit plans and structural calculations prepared by a California registered engineer or architect.
- 6. After the public hearing appeal period ends, applicant shall submit three (3) sets of construction plans to the Building Division for plan check in order to obtain required building permits.
- 7. All portions of the proposed building above the first story shall maintain a minimum 12 foot setback from any overhead power lines.

8. New buildings 10,000 square feet and over, shall require a completed commissioning plan in accordance with Section 5.410 of the California Green Building Standards Code.

### POLICE DEPARTMENT CONDITIONS OF APPROVAL

1. Prior to certificate of occupancy, the developer shall install closed-circuit security cameras in the common open spaces and parking areas (covered and uncovered) with a minimum 90-day retention schedule.

#### PLANNING DIVISION

- 1. This approval shall be for the construction of a 6-story, 140-room hotel with variances from the Entertainment Corridor Specific Plan development standards for building height, parking and landscape setbacks on a 1.45-acre parcel located at 7860 Beach Boulevard in substantial compliance with plans stamped "RECEIVED NOV. 17, 2023 PLANNING DIV.", except as modified herein.
- 2. Concurrent with the plan submittal to Building Plan Check, the developer shall submit color and material samples for the exterior of the building to the Planning Division. Exterior materials provided shall match the material callouts shown on the approved plans or a comparable alternative.
- 3. Concurrent with the plan submittal for Building Plan Check, the developer shall submit a site photometric plan that depicts the equivalent of (1) foot-candle minimum illumination throughout the parking areas. All luminaries shall be designed, shielded, or aimed in such a manner so as not to produce glare upon adjacent properties or rights of way. Lighting fixtures shall be decorative in nature and complement the building design/architecture.
- 4. All landscaped areas shall be separated from adjacent vehicular areas by a masonry wall or cement concrete curb a minimum of 6-inches in height, or by cement or masonry walkway. It shall be the responsibility of the developer to submit to the Public Works Department such plans as are necessary to ensure the installation of curbs or walls do not detrimentally affect drainage.
- 5. Concurrent with the plan submittal for Building Plan Check, the plans shall include design for the proposed trash enclosure. The trash enclosure shall be designed to match the architectural design of the building including materials and coloration, and painted to match the building.
- 6. All required new utility services, equipment, including transformers, gas meter, "J" boxes, and similar devices shall be screened with landscaping as shown on the conceptual landscape plans.
- 7. Landscaping/irrigation/sprinkler plans shall be submitted to the Planning Division for review and be approved prior to the issuance of building permits. Landscaping as approved and provided with an automatic and permanent sprinkler system shall be considered a part of this plan and shall be installed and maintained as a condition of the use. All landscaping/irrigation/sprinkler plans shall comply with the City of Buena Park Water Efficiency Landscape Ordinance, Title 13, Chapter 13.30 of the Buena Park Municipal Code.

- 8. Landscaping shall consist of a variety of trees, shrubs (15-gallon minimum) and groundcover, generally consistent with the conceptual planting plan stamped RECEIVED NOV 17, 2023 PLANNING DIV."
- 9. Dead or dying plants or trees shall be promptly replaced with plants or trees, as applicable, comparable in size and species. All irrigation shall be on an electronic timer and shall be maintained in fully operable, non-leaking condition.
- 10. An ornamental masonry wall, a minimum of 6-feet-high, measured from the highest finished grade, shall be constructed, and maintained along the north, south and east perimeter property lines (adjacent to properties zoned RM Medium Density Multifamily Residential). Standard gray or pink block CMU shall not be considered as ornamental masonry. No block wall construction shall occur until a grading plan has been approved by the Public Works Department if required. Double walls shall be avoided if possible, and if not possible, the gap between all double walls shall be sealed to the satisfaction of the City. All existing block walls to remain shall be repaired as necessary and painted to match the project color scheme.
- 11. All required double check valve assemblies located within public view shall be strategically screened using landscaping or fencing to the satisfaction of the Community and Economic Development Director.
- 12. The applicant and/or property owner shall ensure that a copy of the Planning Commission resolution of approval be reproduced on the first page of construction drawings and shall be distributed to all design professionals, contractors, and subcontractors participating in the construction phase of the project.
- 13. If any legal action or other proceeding is instituted by a third party or parties, other governmental entity or official challenging the validity of any provision of the Project Approvals. environmental determination, or entitlements, Owner and City shall cooperate in defending any such action. City shall notify Owner of any such legal action against City within ten (10) working days after City receives service of process, except for any petition for injunctive relief, in which case City shall notify Owner immediately upon receipt of notice thereof. Owner shall indemnify, hold harmless and defend City, and its officers, employees or agents with respect to any claim or lawsuit brought to challenge the validity or enforcement of the Project Approvals, the Negative Declaration, or this Development Agreement, instituted by a third party or another governmental entity or official; provided, however, that if the City fails to cooperate in the defense, Owner shall not thereafter be responsible for City's defense. Owner shall pay all of City's defense costs including, without limitation, court costs, attorneys' fees, and expert witness fees. Owner shall promptly pay all monetary awards, judgments, verdicts, court costs, and attorneys' fees that may be awarded in such action. City shall be entitled to select counsel to conduct its defense in any such action; provided, however, that City shall instruct such counsel to cooperate with Owner as provided herein.

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PASSED AND ADOPTED this \_\_\_\_\_day of \_\_\_\_\_by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAINED: COUNCILMEMBERS:

ATTEST:

Mayor

City Clerk

Resolution No. \_\_\_\_\_ Site Plan No. SP-24-3 March 26, 2024

#### AFFIDAVIT OF ACCEPTANCE:

I/ We do hereby accept all of the conditions contained in this document and all other conditions imposed by Site Plan No. SP-24-3 and do agree that I/We shall conform with and abide by all such conditions.

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

Printed Name and Signature Owner / Applicant

### AGREEMENT FOR THE PURCHASE, SALE AND DEVELOPMENT OF REAL PROPERTY 7860 BEACH BOULEVARD, BUENA PARK, CALIFORNIA

This AGREEMENT FOR THE PURCHASE, SALE, AND DEVELOPMENT OF REAL PROPERTY (this "Agreement") is dated as of March 26, 2024 (the "Effective Date"), and entered into by and between the CITY OF BUENA PARK, a California municipal corporation ("City"), and KB ACQUISITIONS, LLC, a Nevada limited liability company, or its Assigns ("Developer"). At times herein City and Developer are individually referred to as a "Party" and jointly as "Parties."

### **RECITALS**

(A) City is owner of certain real property located at 7860 Beach Boulevard, Buena Park, California (APN 136-231-35), as such real property is legally described in **Exhibit "A"** hereto (the "**Property**"). City desires to dispose of the Property at fair market value for private development.

(B) Developer has experience and specializes in developing and operating commercial properties, and desires to acquire the Property and develop it with a hotel as is permitted by the land use regulations that govern use and development of the Property.

(C) The Parties previously entered into an Exclusive Negotiating Agreement dated September 27, 2022 (as subsequently extended the "ENA") pursuant to which the Parties investigated the feasibility and negotiated the terms and conditions by which Developer might acquire and develop the Property.

(D) The Parties have completed their investigations and negotiations and now desire to enter into this Agreement to memorialize the terms and conditions by which City will sell and Developer will purchase and develop the Property.

## NOW THEREFORE, THE PARITES AGREE AS FOLLOWS:

### AGREEMENT

1. **PURCHASE AND SALE.** City agrees to sell the Property to Developer and Developer agrees to purchase the Property from City on the terms and conditions set forth in this Agreement.

**2. DEFINITIONS.** The capitalized words used throughout this Agreement shall have the meaning given except as the context clearly requires otherwise, including but not limited to the following:

"Assigns" is defined in Section 11.C.

"Closing" means recordation in the Official Records of the Grant Deed, Development Agreement, and Construction Covenants, and the disbursement of funds and distribution or recording of any other documents by the Title Company as described in this Agreement. "Confidential Information" is defined in Section 4.G(5)(f).

"Completion Certificate" is defined in Section 5.C.

"Construction Covenants" is defined in Section 4.E.

"Construction Funds" is defined in Section 4.G(5)(e).

"Contingency Date" means the date that is 60 days after the Effective Date.

"Contingency Period" means the period of time between the Effective Date and the Contingency Date.

"Deed of Trust" is defined in Section 4.F(1).

"Deposit" is defined in Section 3.A.

"Effective Date" means the date on which the last of the Parties has executed this Agreement.

"Escrow" and "Escrow Agent" are defined in Section 4.B.

"Financing Plan" is defined in Section 4.G(5)(c).

"Grant Deed" means the form of grant deed attached in **Exhibit** "**B**" conveying the Property from City to Developer.

"Official Records" means the official real property records kept and maintained by the County of Orange, California.

"Opening" means the date City opens Escrow by depositing this Agreement with the Escrow Agent as described in Section 4.B.

"Permitted Exceptions" means the following described conditions and exceptions to title or possession:

- i. A lien to secure payment of general and special real property taxes and assessments that accrue on or after the Closing.
- ii. A lien of supplemental taxes assessed pursuant to Chapter 3.5 (commencing with Section 75) of the California Revenue and Taxation Code accruing on or after the Closing.
- iii. Matters affecting the condition of title created by this Agreement or with consent of Developer.
- iv. Other exceptions to title disclosed by the Title Report that have been approved in writing by Developer prior to the end of the Contingency Period.

"Project" is defined in Section 5.A.

"Project Budget" is defined in Section 4.G(5)(a).

"Project Documents" is defined in Section 9.D.(4).

"Project Entitlements" is defined in Section 4.G(4).

"Purchase Price" is defined in Section 3.

"Release of Construction Covenants" is defined in Section 4.G.

"SLA Covenant" is defined in Section 4.G(3).

"Schedule of Performance" is defined in Section 5.C.

"Sources and Uses Summary" is defined in Section 4.G(5)(b).

"Survey" is defined in Section 4.G(2)(a).

"Termination Costs" is defined in Section 9.A.

"Title Company" is defined in Section 4.B.

"Title Policy" is defined in Section 4.G(2).

"Title Report" is defined in Section 4.G(2)(a).

**3. PURCHASE PRICE.** The purchase price to be paid by Developer to City in exchange for the Property is Two Million Two Hundred Seventy-Five Thousand Dollars (\$2,275,000.00) (the "**Purchase Price**"), which shall be paid by Developer to City in the manner specified in this Agreement. The Parties agree the Purchase Price is equal to the fair market value of the Property and no discounts, offsets, or subsidies have been provided to Developer.

A. <u>Deposit</u>. Within ten (10) days of the Effective Date, Developer shall deliver funds by check, wire transfer or other means, in the amount of One Hundred Thousand Dollars (\$100,000.00) to the Title Company to be deposited in a non-interest-bearing account and held as an earnest money deposit pursuant to the terms of this Agreement (the "**Deposit**"). The Deposit shall be applied to the Purchase Price at Closing.

B. <u>Payment of Purchase Price</u>. Developer shall pay to City through Escrow the balance of the Purchase Price (*i.e.*, a sum equal to the Purchase Price less the Deposit) in cash, by cashier's or certified check, or wire transfer at the Closing.

### 4. ESCROW AND CONDTIONS TO CLOSING.

A. <u>Escrow Instructions</u>. This Agreement constitutes the joint basic escrow instructions of the Parties for conveyance of the Property by City to Developer. The Parties shall execute, deliver and be bound by any reasonable or customary supplemental or additional escrow instructions of Title Company or other instruments as may be reasonably required by Title Company in order to consummate the transaction contemplated by this Agreement ("Additional Instruments"); provided that any conflict between the Additional Instructions and this Agreement must first be approved in writing by the Parties.

B. <u>Opening of Escrow</u>. Within five (5) business days of the Effective Date, City shall open an escrow ("**Escrow**") with First American Title Insurance Company ("**Title Company**," 18500 Von Karman Avenue, Suite 600, Irvine, CA 92612; Title Officer: Jeanne Gould, Senior Escrow Officer/Escrow Branch Manager (jagould@firstam.com) ("**Escrow Agent**").

C. <u>Close of Escrow</u>. The Closing shall occur no sooner than the date on which all of the conditions precedent to the Closing as set forth in Section 4.G. below have been satisfied or waived by the Party benefiting from the condition, and no sooner than two (2) days following the satisfaction or waiver of the following additional conditions precedent:

1) City shall have: (a) taken all actions necessary and appropriate relative to enabling the Title Company to issue the Title Policy to Developer subject only to the Permitted Exceptions; and (b) delivered to Escrow the following documents, which may be counterparts, in recordable form as necessary: (i) an original of the Grant Deed executed by City and acknowledged; and (ii) an owner's affidavit in form and substance acceptable to the Title Company, if required.

2) Developer shall have paid into Escrow the Deposit and the balance of the Purchase Price.

3) Each Party (*i.e.* both Parties) shall have: (a) delivered to Escrow an original executed copy of the Development Agreement, SLA Covenant, and Construction Covenants, each of which may be executed in counterparts and shall be in recordable form and notarized; (b) completed all of their obligations under this Agreement that are required to be completed prior to the Closing; and (c) delivered such other documents and funds required of it under this Agreement or reasonably required by Title Company.

4) All representations and warranties of each Party that are true as of the Effective Date shall be and remain true as of the Closing and shall otherwise continue for the time periods set forth in this Agreement.

D. <u>Outside Closing Date</u>. Unless extended by the prior mutual written agreement of the Parties, the Closing shall occur no later than one calendar year after the Effective Date, after such date either Party may terminate this Agreement for convenience pursuant to Section 9.A. The Parties may extend deadlines associated with conditions to Closing listed in Section 4.G. upon mutual written agreement.

### E. <u>Costs of Escrow</u>.

1) City shall pay through Escrow: (i) that portion of the Title Policy premium for standard ALTA owner's coverage, (ii) all documentary transfer taxes assessed by the County and the City (except as City may be exempt from payment as a governmental entity), and (iii) one-half (½) of the Title Company's fee. In addition, City shall pay outside of Escrow all legal and professional fees and costs of attorneys and other consultants and agents retained by City for this transaction.

2) Developer shall pay through Escrow: (i) the balance of the Title Policy premium (including the premium for the ALTA extended coverage and any title endorsements requested by Developer), (ii) all document recording charges, including recording charges for the Grant Deed, (iii) one-half (½) of the Title Company' fee, and (iv) all charges for the ALTA Survey. In addition, Developer shall pay outside of Escrow all legal and professional fees and costs of attorneys and other consultants and agents retained by Developer for this transaction.

3) All other closing or Escrow costs shall be divided equally between the Parties. Title Company shall provide a preliminary closing statement to the Parties prior to the Closing.

F. <u>Tax Prorations</u>. City shall be liable for and shall pay in full all real property taxes and assessments levied on or incurred by the Property prior to the Closing, provided that City is a local government agency that is exempt from real property taxes and accordingly the Parties anticipate that no such taxes are or will be due or owing. Developer shall be solely and exclusively responsible for any real property taxes or assessments levied on the Property after the Closing.

### G. Conditions Precedent to the Closing.

### 1) Property Due Diligence

a) <u>Contingency Period</u>. It is a condition precedent to the Closing for Developer's benefit that on or before the Contingency Date Developer has determined, it its sole discretion, that the Property is suitable for Developer's intended purpose. City shall deliver copies of all non-privileged documents in City's possession relating to the Property to Developer within ten (10) business days after the Opening. If Developer determines the Property is not suitable, on or before the Contingency Date Developer may terminate this Agreement for convenience pursuant to Section 9.A. Developer's failure to object during the Contingency Period shall be deemed an acceptance of the Property's condition by Developer.

b) Inspections, Testing and Right of Entry. At any time during the Contingency Period Developer may enter and conduct, at Developer's sole discretion and expense, such inspections and testing of the Property as Developer may desire or deem appropriate to determine the suitability of the Property, and after the Contingency Date for preconstruction planning, surveying, or similar purposes relating to the Project. In conducting such activities Developer shall endeavor to minimize damage to the Property and any improvements, and in the event Escrow fails to close shall return the Property and any improvements to its condition prior to Developer's activities; reasonable wear and tear excepted. City grants Developer and its authorized employees, representatives, and agents permission to enter the Property during permitted construction hours

for such purpose. City shall make reasonable arrangements to ensure access by Developer pursuant to this section. Developer shall indemnify, protect, defend (with legal counsel reasonably acceptable to City) and hold City harmless from and against any and all claims, liabilities, damages, costs and expenses arising from, related to or caused by, Developer's entry upon the Property or the performance of any activities on the Property under this subsection. Before entering exercising rights under this subsection, Developer shall provide City with evidence of insurance of the types, amounts, and with the terms reasonably acceptable to City.

2) <u>Title Matters</u>. It is a condition precedent to the Closing for Developer's benefit that Title Company be committed to issue Developer at the Closing a standard CLTA owner's policy of title insurance ("**Title Policy**") in an amount equal to the Purchase Price, showing fee title to the Property subject only to the Permitted Exceptions. Title Company will issue the Title Policy to Developer upon Closing. Developer may instead elect to obtain an extended coverage ALTA owner's policy of title insurance ("**Extended Policy**") provided that: (1) Developer pays for all additional premiums and any other costs attributable thereto, (2) Developer is solely responsible for any additional requirements for issuing the Extended Policy (such as an ALTA survey), and (3) issuance of the Extended Policy does not delay the Closing.

a) <u>Title Report, Review and Approval</u>. Within fifteen (15) days of the Effective Date, City shall obtain and shall provide Developer with a preliminary title report for the Property from the Title Company, together with the underlying documents relating to the Schedule B exceptions set forth in such report (collectively, the "**Title Report**"). Developer shall have until the end of the Contingency Period to review and approve the Title Report and any ALTA survey ("**Survey**"). Developer shall notify City in writing on or before the Contingency Date of any disapproved matters in the Title Report and Survey. Any matters not so disapproved shall be a Permitted Exception; provided that Developer expressly objects to any monetary encumbrances that may appear in the Title Report, all of which shall be removed prior to Closing by City at no cost to Developer. If City fails to remove any monetary exceptions or obtain affirmative title insurance protection for such exceptions to Developer's satisfaction within twenty (20) day's receipt of written notice from Developer, then Developer may advance the cost of removing or satisfying the exception and deduct the cost from the Purchase Price, or alternatively terminate this Agreement for convenience pursuant to Section 9.A with City paying all Termination Costs.

b) <u>Updates Before Closing</u>. If any endorsement or update issued to the Title Report or Survey contains new exceptions other than those initially listed, Developer shall be entitled to object to any such exceptions by a written notice to City within ten (10) days following Developer's receipt of such endorsement or update. If Developer fails to object on or before such date, Developer shall be deemed to have waived any objection to the new exceptions appearing on such endorsement or update and they shall be deemed to be Permitted Exceptions. If City fails to remove any new exceptions or obtain affirmative title insurance protection for such exceptions to Developer's satisfaction within twenty (20) day's receipt of written notice from Developer, then Developer may advance the cost of removing or satisfying the exception and deduct the cost from the Purchase Price, or alternatively terminate this Agreement for convenience pursuant to Section 9.A with City paying all Termination Costs. 3) <u>Surplus Land Act Compliance</u>. It is a condition precedent to the Closing for City's benefit that it comply with the requirements of the California Surplus Lands Act (Gov't Code § 54220 *et seq.*, the "SLA") before disposing of the Property to Developer, as compliance is determined in the sole and absolute discretion of City. Within ten (10) days of the Opening, City shall provide the California Department of Housing and Community Development ("HCD") with notice of this Agreement in the manner and form required by law. If, prior to the Closing, HCD issues a determination the transaction contemplated by this Agreement violates the SLA, either Party may elect to terminate this Agreement for convenience pursuant to Section 9.A. As required by Government Code section 54233, a covenant or restriction in the form set forth in Exhibit C, or as otherwise directed or accepted by HCD, shall be recorded on the Property at the Closing ("SLA Covenant").

4) <u>Project Entitlements</u>. City's issuance of the Project Entitlements (defined below) in a form acceptable to Developer is a condition precedent to the Closing for the mutual benefit of both Parties. If this condition is not satisfied on or before the deadline set forth in the Schedule of Performance, either Party may elect to terminate this Agreement pursuant to Section 9.A.

a) <u>Identification</u>. Developer's construction and operation of the Project on Property requires issuance of the following land use approvals from City, acting in its governmental and regulatory capacity (cumulatively the "**Project Entitlements**"): (1) the Buena Park Entertainment Corridor Specific Plan requires that City and Developer enter into a development agreement pursuant to California Government Code section 65865 *et. seq.*; (2) a variance from certain generally applicable development standards of the Buena Park Zoning Code ("**Zoning Code**"); (3) a Site Plan Review of the building(s) and associated improvements comprising the Project as required by Section 19.128.020 of the Zoning Code; and (4) City's analysis of the potential environmental impacts of the Project as the "lead agency" under the California Environmental Quality Act ("**CEQA**")

b) <u>Application and Consideration.</u> With City's consent Developer has heretofore submitted applications for the Project Entitlements to City. City, in its governmental and regulatory capacity, will promptly and in good faith review Developer's applications and exercise lawful discretion to render a final decision to approve, conditionally approve, or deny the Project Entitlements.

c) <u>Vesting of Entitlements</u>. The Closing shall occur no sooner than 90 days after City's publication of the final decision on the Project Entitlements.

d) <u>Cost of Entitlements</u>. Developer shall obtain all entitlements or permits and pay all permit, inspection, development impact, processing, or other fees or costs related to the development of the Project that are required or charged by City or other governmental entity with jurisdiction over the Property. All such requirements, fees and costs shall be based on the published or applicable fees as of the date of the application for the permit or entitlement.

e) <u>Limitation of Remedies</u>. The Parties' right to terminate this Agreement pursuant to Section 9(A) shall be the sole and exclusive remedy should City lawfully condition or deny

Developer's application for the Project Entitlements, or if Developer declines to accept the final form of Project Entitlements approved by City.

5) <u>Project Financing</u>. It is a condition precedent to the Closing for the mutual benefit of both Parties that Developer have adequate equity, capital, debt, and/or other financing needed to develop the Project as designed in the approved plans. The requirements of this subsection shall be satisfied to the reasonable satisfaction of each Party prior to the Closing.

a) <u>Project Budget</u>. As of the Effective Date, Developer's good faith estimate of the cost to acquire the Property and develop the Project has been submitted to and is on file with City as of the Effective Date and dated \_\_\_\_\_ ("Initial Project Budget").

b) <u>Sources and Uses Summary</u>. No later than the deadline set forth in the Schedule of Performance, Developer shall submit an initial summary of the sources and uses listing generally the capital, debt, and other financial sources intended by Developer to be used to pay for the Project Budget ("**Initial Sources and Uses Summary**").

c) <u>Financing Plan</u>. No later than the deadline set forth in the Schedule of Performance, Developer shall submit its financing plan for City's review demonstrating the sufficiency and availability of the funds necessary to finance the Project Budget ("**Financing Plan**"). The Financing Plan shall include the following:

i. An updated Project Budget ("**Project Budget**") (including all direct, indirect, and financing costs) with updates to the Initial Project Budget reflecting adjustments, line-item allocations, revised construction costs or design changes dictated by Construction Contracts, Project Entitlements or building permits.

ii. An updated Sources and Uses Summary with a summary breakdown of costs to develop the Project ("Sources and Uses Summary").

iii. A copy of commitments obtained by Developer for the lines of credits, loans, grants, or other external financing sources listed in the Sources and Uses Summary, which shall be certified by Developer to be true and correct copies thereof.

iv. A description of any joint ventures, partnerships or conveyances Developer proposes in connection with equity funds listed in the Sources and Uses Summary.

v. A certified financial statement (or alternative equivalent reasonably satisfactory to City) evidencing other sources of capital demonstrating that Developer has adequate funds available and has unconditionally committed such funds to cover the difference, if any, between the funds or capital provided by third-party or external financing sources listed in the Sources and Uses Summary and the Project Budget.

d) <u>City's Review of Financing Plan</u>. City shall review the Financing Plan. City's review shall be limited to determining the Financing Plan's consistency with the Project Budget and Initial Sources and Uses Summary. City's review of any commitments from external financing sources will be solely to determine their validity, the amount, and the terms and timing of the

funding for consistency with this Agreement. If the City finds and determines, on the basis of substantial evidence and in good faith, that the Financing Plan does not comply with the terms or conditions of the Agreement, the City may reject the Financing Plan and notify Developer in writing of the reasons therefor. Developer shall thereafter resubmit a revised Financing Plan to City within 15 days after City 's notification of rejection. If City finds and determines, on the basis of substantial evidence and in good faith, that the revised Financing Plan does not comply with the terms or conditions of the Agreement within 15 days after resubmission by Developer, this Agreement may be terminated by either Party in accordance with the terms of Section 9.A and Developer shall be responsible for any Termination Costs.

e) <u>Availability of Financing at Closing; Modifications</u>. All financing sources listed in the Financing Plan (hereinafter referred to "**Construction Funds**") shall close by or be unconditionally committed to Developer prior to, or simultaneously with, the Closing. Developer shall submit any material changes to the Financing Plan, including but not limited to any material amendments or material modifications to the Project Budget to City for approval not later than 15 days of Developer receiving information indicating that actual costs of the Project materially vary or will materially vary from the Financing Plan.

Confidentiality of Financing Plan. The Financing Plan and other financial f) information provided by Developer to City in connection with this Agreement (whether in written, graphic, electronic, or any other form) that is clearly marked as "CONFIDENTIAL / PROPRIETARY INFORMATION" by Developer ("Confidential Information") is and shall be considered by the Parties to be the proprietary and personal financial information of Developer. The Parties agree the Confidential Information is protected from disclosure to third-parties by applicable law, including but not limited to privacy rights in Cal. Const. art. I, section 1. The Confidential Information shall be kept confidential and not be disclosed by City to a third-party except as may be ordered by a court of competent jurisdiction. City's use and disclosure of Confidential Information shall be limited to administering, ensuring compliance with, and/or enforcing the terms of this Agreement. All Confidential Information shall be clearly marked as such by Developer and will be uploaded by secure portal to the City Attorney whom is authorized to share Confidential Information with City officials to the extent reasonably necessary in connection with considering the approval of, implementing, or enforcing this Agreement.

6) <u>Project Construction Contracts</u>. It is a condition precedent to the Closing for City's benefit that at the Closing Developer has in place all construction contracts needed to develop the Project ("**Construction Contracts**").

7) <u>Building Permits</u>. It is a condition precedent to the Closing for the benefit of both Parties that Developer be in a position to obtain building permits for the Project at the Closing subject only to the payment of associated fees and costs.

H. <u>Title Company and Escrow Agent Responsibilities</u>. Subject to satisfaction of the conditions precedent to the Closing, Title Company and Escrow Agent, as applicable, are authorized and instructed to:

1) Use the proceeds of the sale (the funds deposited by Developer representing the Purchase Price), to cause the satisfaction and removal of all exceptions to title to the Property except for the Permitted Exceptions; provided that before such payments or charges are made, Title Company shall notify City of the terms necessary to satisfy and remove such monetary liens or encumbrances, and City shall approve the disbursement of necessary funds.

2) Pay, and charge Developer and City, respectively, for any fees, charges and costs payable under this Agreement. Before such payments or charges are made, Title Company shall notify Developer and City of the fees, charges and costs necessary to clear title and close Escrow, all of which shall be reflected on the closing statement at Closing.

3) Record the Grant Deed, SLA Covenant, Development Agreement, Construction Covenants, and any other instruments as appropriate, delivered through Escrow.

4) Deliver to each Party copies of all tax withholding form(s).

5) Disburse such other funds and deliver such other documents to the Parties that are entitled thereto.

6) Cause the Title Policy or Extended Policy (as defined below), as applicable, to be issued.

7) Perform and take actions directed in any agreements or escrow instructions between the Parties, if applicable, to the extent not in conflict with this Agreement or otherwise approved by the Parties.

I. <u>Notices</u>. All communications from Title Company and Escrow Agent to Developer or City shall be directed to the addresses and in the manner established in this Agreement for notices, demands and communications between Developer and City, except as may be otherwise directed by the Parties in writing.

### 5. **DEVELOPMENT OF THE PROPERTY**

A. <u>The Project</u>. Developer covenants to improve and develop the Project consistent with the Project Entitlements. This covenant to develop the Project is a material inducement for City's willingness to sell the Property to Developer. After the Closing Developer agrees, at its sole cost and expense, to improve and develop the Property for use as a hotel, currently contemplated as a Hilton Home2Suites-branded hotel, substantially similar to that depicted in the development plans attached to this Agreement **Exhibit "D**", provided that the final project to be developed by Developer on the Property shall be as described in the Project Entitlements and building permits ("the **Project**").

B. <u>Cost of Development</u>. Any and all costs for engineering, planning, designing, and developing the Project shall be paid for exclusively by Developer from Construction Funds, or additional financing sources secured after the Closing and needed to cover development costs arising during the Period of Construction and in excess of the Project Budget.

C. <u>Schedule of Performance</u>. Developer agrees that after the Closing it will commence and thereafter diligently pursue construction of the Project to completion in accordance with the timelines established in the "**Schedule of Performance**" attached hereto as **Exhibit "E"**, as may be amended from time to time. Completion of construction shall be signified by a final certificate of occupancy issued by the City for all buildings or improvements that are part of the Project ("**Completion Certificate**"). The City Manager, in his/her good faith discretion, may grant extension(s) of the Schedule of Performance not exceeding six (6) months in the aggregate, with any longer extensions of time requiring the approval of the Buena Park City Council. Developer, in its discretion, may complete construction of the Project in different phases provided doing so is consistent with the Schedule of Performance and Project Entitlements.

D. <u>Construction Progress Reports</u>. After the Closing and until issuance of a Completion Certificate ("**Period of Construction**"), Developer shall provide City with quarterly progress reports, or more frequent updates if City reasonably requires, regarding the status of the construction of the Project.

E. <u>Declaration of Construction Covenants</u>. At the time of execution of the Agreement, City and Developer shall also sign a Declaration of Construction Covenants in the form attached in **Exhibit "F"** ("**Construction Covenants**"). Escrow shall record the Construction Covenants on the Property at the Closing. The terms and conditions included in the Construction Covenants shall survive the Closing and shall be released upon City's issuance of Completion Certificate. Following Developer's completing construction of the Project and subject to City's issuance of Completion Certificate, City shall, at Developer's request, execute and provide to Developer a standard form release and reconveyance of the Construction Covenants which Developer may record on the Property ("Release of Construction Covenants").

F. <u>Taxes and Assessments.</u> During the Period of Construction, Developer shall pay when due all new real estate taxes and assessments associated with the Property. Developer shall not place or allow to be placed on the Property any mortgage, trust deed, encumbrance or lien not authorized by this Agreement, and shall promptly remove or have removed any lien on any of the Property or portion thereof or assure the satisfaction thereof within a reasonable time, but in any event prior to a sale thereunder. Notwithstanding the foregoing, Developer or a successor, transferee, assignee, or tenant may contest the validity or grant of any recorded lien or tax assessment, and provided notice of such intent to contest is provided to the City, and any payment due shall be made immediately upon final resolution of any such contest.

G. <u>No Encumbrance Except for Development Purposes</u>. Mortgages and deeds of trust, or any other reasonable method of security for Construction Funds ("**Deed of Trust**") are permitted to be placed upon Developer's fee interest in the Property and the City hereby acknowledges and consents to the right of the beneficiary or holder of said Deed of Trust ("**Lender**"). Developer covenants that Developer will not pledge Property as security for any indebtedness except for Construction Funds.

### I. Lender's Rights in Event of Developer's Default During Construction Period.

1. Lender Option to Construct Improvements. Should the Developer default on the Construction Covenants during the Period of Construction, the Lender shall have the right, but not the obligation to construct or complete the Project or to guarantee such construction or completion. Nothing in this Agreement shall be deemed to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement. Should Lender desire to exercise its option to construct or complete the Project under this section, Lender must give notice to City within ninety (90) days of Developer default and must execute a written assumption of this Agreement and the Development Agreement.

2. Notice of Default to Lender; Lender's Right to Cure. If City delivers any notice or demand to Developer with respect to any breach or default of this Agreement during the Period of Construction, City shall, at the same time, deliver to each Lender who has requested in writing said notices from the City, a copy of such notice or demand. Each such Lender shall (insofar as the rights of City are concerned) have the right, at its option after the receipt of the notice or Developer's cure period, if any, to cure or remedy any such default if the right to cure is provided under the terms of the Deed of Trust, including the option to complete the Project. The Lender may notify the City of its intent to complete the Project within ninety (90) days of Lender's receipt of City's notice. The time for a Lender to cure shall be extended, if the Lender has undertaken steps to cure, in which case such time will be extended for as long as Lender reasonably needs, providing the Lender is acting diligently. Nothing contained in this Agreement shall be deemed to permit or authorize such Lender to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed Developer's remaining obligations to City by written agreement.

3. <u>City Option to Purchase Property Upon Failure of Lender to Complete Improvements</u>. In any case of an uncured default by Developer of the Construction Covenant, if the Lender has not thereafter timely exercised the option to construct, City may purchase the Deed of Trust from the Lender in the amount of the unpaid debt.

### J. <u>City's Rights in Event of Developer's Deed of Trust Default During Construction Period</u>.

1. If the ownership of the Property has been vested in the Lender, City may purchase the Property from the Lender upon payment to the holder of an amount equal to the greater of the appraised "as-is" value of the Property, as determined by an independent appraiser mutually selected by the Parties, or the sum of the following:

a) Unpaid Deed of Trust at the time title became vested in the Lender (less all appropriate credits, including those resulting from collection by lender and application of rentals and income received during foreclosure proceedings).

b) All reasonable expenses with respect to foreclosure.

c) The net expenses, if any (exclusive of overhead), incurred by the Lender as a direct result of the City approved subsequent management of the Project or part thereof.

d) The cost or value, whichever is less, of any City approved improvements made by such Lender.

2. <u>Option of City to Cure Deed of Trust Default</u>. In the event of an uncured default by Developer of any Deed of Trust prior to recordation of the Release of Construction Covenants, and Lender has not exercised its option to complete the Project pursuant to Section 5.I above, City may cure the default prior to completion of any foreclosure. In such event, City shall be entitled to reimbursement from Developer of all costs and expenses incurred by City in curing the default. City shall also be entitled to a lien upon the Property to the extent of such costs and disbursements. Any such lien shall be subject to mortgages, deeds of trust or other security instruments executed in accordance with this Agreement.

3. <u>Rights of City to Satisfy Other Liens on the Property After Title Passes</u>. After the conveyance of title of the Property to Developer, and after Developer has had reasonable time to challenge, cure or satisfy any liens or encumbrances on the Property, or any part thereof, City shall have the right to satisfy any such liens or encumbrances, provided however, that nothing in this Agreement shall require Developer to pay or make provision for the payment of any tax, assessment, lien or charge as long as the Developer shall in good faith contest the validity or amount thereof, and provided such delay in payment shall not subject the Property, or part thereof, to forfeiture or sale.

4. <u>Estoppel</u>. City shall from time to time, within 15 days following the receipt of a request by Developer or a Lender with a Deed of Trust secured by the Property, deliver to Developer or such Lender a written statement executed by City in form and substance reasonably satisfactory to Developer and such Lender, (i) stating that this Agreement is in full force and effect and has not been modified or amended (or if modified or amended, setting forth all modifications and amendments), (ii) stating whether or not to the best knowledge of City, Developer is in default under this Agreement and if Developer is in default, setting forth the specific nature of all such defaults, and (iii) as to any other matters reasonably requested by Developer or such Lender. City acknowledges that any statement delivered pursuant to this subsection may be relied upon by any purchaser or owner of all or a portion of the Property and/or any improvements thereon or by a Lender or by any assignee of such Lender or anyone claiming by, under or through such Lender.

H. <u>Rights of Access</u>. For the purposes of assuring compliance with the Construction Covenants, representatives of City shall have the reasonable right of access to the Property. To ensure safety, the City Representative shall request approval for such access with at least twenty-four (24) hour to Developer, such approval shall not be unreasonably delayed, conditioned, or withheld. This right of access described in this subsection shall expire upon the issuance of the Completion Certificate and is in addition to any rights or remedies City may possess as a governmental or law enforcement agency.

### 6. ENVIRONMENTAL RELEASE AND INDEMNITY.

A. <u>Environmental Release</u>. Developer, for itself and its successors and assigns, unconditionally releases City from and against any and all liability to Developer, both known and unknown, present and future, for Environmental Damages to Developer arising out of any violation of Environmental Requirements or the presence of Hazardous Material on, under or about the Property (the "Environmental Release"), except to the extent of a breach by City of its representations and warranties set forth in this Agreement. With respect to the Environmental Release, Developer, after consultant with legal counsel and will full knowledge of the consequences of its actions, waives the provisions of California Government Code Section 1542, which provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Developer's Initials

B. Environmental Indemnity.

1) Except for a breach of City's representations or warranties under this General. Agreement, Developer shall defend, indemnify, and hold City harmless from and against all Environmental Damages arising from the presence of any Hazardous Materials at, in, on, or under the Property, or migrating off the Property (including groundwater), including without limitation: (a) all claims, lawsuits, demands, obligations, investigations, damages (including but not limited to diminution in value of property and related stigma damages, lost profits and consequential damages), penalties, fines or actions by any federal, state, or local governmental agency (collectively, "Government Claims") based on Developer's or City's failure to remediate the Property; (b) all claims, lawsuits, demands, obligations, investigations, damages (including but not limited to diminution in value of property and related stigma damages, lost profits and consequential damages), penalties, fines or actions by owners and operators of adjacent and nearby properties or any other persons (collectively, "Third Party Claims"); (c) all claims, lawsuits, demands, liabilities, damages, losses, or judgements for personal injury or for injury to real or personal property; all claims, lawsuits, demands, obligations, investigations, damages, penalties, fines or actions by subsequent owners and operators of the Property or any lenders providing financing with respect to the Property arising from any underlying Government Claims, Third Party Claims, or other claims under (c) above.

2) <u>Defense of Claims</u>. Provided that Developer accepts tender of any reasonable expense or reasonable claim by City without any reservation, Developer shall have the right, in consultation with City, to control on behalf of City any and all negotiations, settlement discussions, investigations, testing, defenses, trials, actions, proceedings, hearings, additional remediation obligations, and other resolutions with all Agencies and third parties arising out of, incidental to, or in connection with Developer's performance of Developer's obligations under this Section. If Developer does not accept a tender of any reasonable expense or reasonable claim by City without

reservation, except for a breach of City's representation on warranties under this Agreement, City shall be entitled to engage in all such matters described in the preceding sentence on its own account, and shall be entitled to recover from Developer the costs of engaging in such matters (including reasonable consultants' fees and reasonable attorneys' fees), provided Developer's denial of liability is adjudicated to be in violation of the terms hereof. Without limiting Developer's rights as described above, Developer shall undertake reasonable consultation with City with respect to matters materially involving the Property or City.

C. <u>Definitions</u>. For purposes of Section 6 of this Agreement, the following terms have the meanings indicated.

1) "Environmental Damages" means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including, without limitation, reasonable attorneys' fees and disbursements and consultants' fees, any of which are incurred at any time as a result of the existence of Hazardous Material, prior to the Closing, upon, about, beneath the Property or migrating or threatening to migrate to or from the Property, regardless of whether the existence of such Hazardous Material or the violation of Environmental Requirements pertaining to the Property, regardless of whether the existence of such Hazardous Material or the violation of Environmental Requirements arose prior to the present ownership or operation of the Property, and including without limitation:

a) Damages for personal injury, or injury to property or natural resources occurring upon or off the Property, foreseeable or unforeseeable, including, without limitation, lost profits, consequential damages, the cost of demolition and rebuilding of any improvements on real property, interest and penalties;

b) Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local government agency or economic use of the Property or any other property in a manner consistent with its current use or otherwise expended in connection with such conditions, and including without limitation any attorneys' fees, costs and expenses incurred in enforcing this agreement or collecting any sums due hereunder;

c) Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph (ii) herein; and

d) Diminution in the value of the Property, and damages for the loss of business and restriction on the use of or adverse impact on the marketing of rentable or usable space or of any amenity of the Property.

2) "Environmental Requirements" means all applicable present and future statutes regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation:

a) All requirements, including, but not limited to, those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials, chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials or wastes, whether solid, liquid, or gaseous in nature; and

b) All requirements pertaining to the protection of the health and safety of employees or the public.

3) "Hazardous Material" means any substance:

a) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or

b) which is or becomes defined as a "hazardous waste," "hazardous substances," pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 *et seq.);* and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 *et seq.);* or

c) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of California or any political subdivision thereof; or

d) the presence of which on the Property poses or threatens to pose a hazard to the health or safety of persons on or about the Property; or

e) which contains petroleum, petroleum products or other hydrocarbon substances; or

f) which contains polychlorinated biphenyls (PCB's), asbestos, urea formaldehyde foam insulation or radon gas.

D. <u>Commitments Survive Closing</u>. The waivers, releases, and obligations of the Parties in this section shall survive the Closing.

THE FOREGOING SECTION 6 SHALL NOT EXCUSE, RELEASE, OR APPLY TO A BREACH OF CITY'S EXPRESS REPRESENTATIONS IN SECTION 8 OF THIS AGREEMENT OR ANY CLAIMS RESULTING FROM CITY'S INTENTIONAL OR WILLFUL MISCONDUCT, FRAUD, OR GROSS NEGLIGENCE.

### 7. DEVELOPER'S ACKNOWLEDGMENT AND GENERAL RELEASE.

A. <u>"AS-IS" Sale</u>. Developer acknowledges and agrees that Developer is purchasing the Property in its "AS-IS" condition, without representation or warranty, express or implied, except as set forth in this Agreement or in the Grant Deed; provided, however, that the foregoing shall not relieve City from its obligations under applicable law to disclose material facts about the Property known to City.

B. <u>Waivers and Releases</u>. Except with respect the obligations set forth herein, upon the Closing the Parties hereby waive to the maximum legal extent any and all claims, remedies and causes of action for damages, liabilities, losses or injuries related to Developer's acquisition of the Property or City's sale of the Property, whether known or unknown, foreseeable or unforeseeable. Each Party, on behalf of itself and its successors and assigns, hereby fully releases the other Party and each of their respective successors, agents, representatives and assigns from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of Developer's purchase of the Property or City's sale of the Property.

C. <u>California Civil Code Section 1542</u>. The waivers and releases as between the Parties shall include a waiver of the protections of Civil Code Section 1542. Each Party hereby acknowledges that it has either consulted with legal counsel, or had an opportunity to consult with legal counsel regarding, and represents and warrants that it is familiar with the provisions of, California Civil Code Section 1542, which provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Each Party acknowledges that with respect to the sale of the Property to Developer, each Party may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, each Party hereby acknowledges, represents and warrants that this Agreement has been negotiated and agreed upon in light of that situation, and hereby waives, to the maximum legal extent, any rights accruing to it under Section 1542 or other statute or judicial decision of similar effect.

City's Initials

D. <u>Commitments Survive Closing</u>. The waivers, releases, and obligations of the Parties in this section shall survive the Closing.

THE FOREGOING SECTION 7 SHALL NOT EXCUSE, RELEASE, OR APPLY TO A BREACH OF EITHER PARTY'S EXPRESS REPRESENTATIONS IN SECTION 8 OF THIS AGREEMENT OR ANY CLAIMS RESULTING FROM A PARTY'S INTENTIONAL OR WILLFUL MISCONDUCT, FRAUD, OR GROSS NEGLIGENCE.

**8. REPRESENTATIONS.** Neither Party is relying upon any representations or warranties other than those set out in this Agreement, and the representations and warranties set out in this Agreement constitute all of the representations and warranties of the Parties in regard to this transaction.

A. City's Representations. City represents and warrants to Developer as follows: (1) Except as otherwise provided in this Agreement, there are no physical or legal facts, circumstances, problems or governmental actions known to City with respect to the Property which, if disclosed to Developer, would materially or adversely impact decisions regarding acquisition and development of the Property; (2) City has no knowledge of any violations of governmental codes, ordinances, regulations or orders with respect to the Property; (3) City has duly authorized, executed and delivered this Agreement and City has or will authorize, execute and deliver, within the times set forth therefore in the Schedule of Performance any and all other agreements and documents required to be authorized, executed and delivered by City in order to carry out, give effect to and consummate the transaction contemplated by this Agreement; (4) neither this Agreement nor anything provided to be done hereunder by City violates or shall violate any contract, agreement, or instrument to which City is a party; (5) there is no suit, legal action, administrative arbitration or other proceeding or governmental investigation process which has been served upon City or, which to City's actual knowledge, is otherwise pending or threatened against City in which any party is making or has made a claim or defense that, if sustained, would materially and adversely affect the performance of City under this Agreement or materially and adversely interfere with the ability of City to consummate the transactions contemplated herein; and (6) each of the foregoing items (1) through (5) shall be deemed to be an on-going representation and warranty and shall survive in perpetuity. City shall advise Developer in writing, if there is any change pertaining to any matters set forth or referenced in the foregoing items (1) through (5).

B. <u>Developer's Representations</u>. Developer represents and warrants to City as follows: (1) Immediately following the approval of this Agreement by City, Developer will commence work on the Project Entitlements and will diligently pursue the Project to completion in accordance with the Schedule of Performance; (2) Developer has duly authorized, executed and delivered this Agreement and Developer has or will authorize, execute and deliver, within the times set forth therefore in the Schedule of Performance any and all other agreements and documents required to be authorized, executed and delivered by Developer in order to carry out, give effect to and consummate the transaction contemplated by this Agreement; (3) neither this Agreement nor anything provided to be done hereunder by Developer violates or shall violate any contract, agreement, or instrument to which Developer is a party; (4) Developer has valid and enforceable franchise rights to develop the Project contemplated by the Agreement; (5); this Agreement is a valid and binding agreement enforceable against Developer in accordance with its terms, subject

to laws relating to bankruptcy and creditor's rights and generally applicable equitable principles; (6) there is no suit, legal action, administrative arbitration or other proceeding or governmental investigation process which has been served upon Developer or, which to Developer's actual knowledge, is otherwise pending or threatened against Developer in which any party is making or has made a claim or defense that, if sustained, would materially and adversely affect the performance of Developer under this Agreement or materially and adversely interfere with the ability of Developer to consummate the transactions contemplated herein; (7) Developer possesses adequate financial resources and capacity, necessary franchises, and has the skill and experience to acquire the Property and develop the improvements thereon that are contemplated by this Agreement; (8) Developer has secured adequate equity, capital, debt, and/or other financing needed to developing the Project; (9) Developer is entering into this Agreement for the purpose of developing the Property with the Project and not for speculation in land holding or land banking; (10) Developer recognizes the fact that the qualifications and identity of Developer are of particular concern to City and that it is because of such qualifications and identity that City is entering into this Agreement with Developer; and (10) each of the foregoing items (1) through (9) shall be deemed to be an on-going representation and warranty. Developer shall advise City in writing if there is any change pertaining to any matters set forth or referenced in the foregoing items (1) through (9).

#### 9. TERMINATION, DEFAULTS AND REMEDIES.

A. <u>Termination for Convivence Prior to Closing</u>. Either Party may terminate this Agreement for convenience on the grounds permitted in this Agreement. Except as provided otherwise herein the Party so terminating shall pay any Title Company termination fees and charges, if any (collectively, "**Termination Costs**") and the Deposit shall be returned to Developer minus any Termination Costs due by Developer. Upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for the obligation to pay Termination Costs as provided herein, shall cease and terminate.

B. <u>Breach Prior to Closing</u>. In the event either Party violates any obligation hereunder which it is obligated is to perform prior to the Closing, and fails to cure such violation within 14 business days after receipt of written notice from the other Party, then, in addition to pursuing any other rights or which the Party may have at law or in equity, the Party may terminate this Agreement and the Escrow by giving notice, in writing, of such termination to the defaulting Party and Title Company. In the event of a termination by City because of a breach by Developer, the Deposit shall be paid to City as liquidated damages for Developer's failure or breach, as City's sole and exclusive remedy, and Developer shall be liable for Termination Costs which shall be paid directly by Developer into Escrow with City retaining the entire Deposit. In the event of a termination by City shall be liable for Termination Costs which shall be paid directly by City into Escrow with the entire Deposit being returned to Developer.

IF CLOSING FAILS TO OCCUR SOLELY BECAUSE OF A PARTY'S DEFAULT, THE NON-DEFAULTING PARTY WILL BE DAMAGED AND WILL BE ENTITLED TO COMPENSATION FOR THOSE DAMAGES, BUT SUCH DAMAGES WILL BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN. EACH PARTY DESIRES TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH THEY MIGHT BE LIABLE SHOULD IT BREACH THIS AGREEMENT. BOTH DEVELOPER AND CITY WISH TO AVOID THE COSTS AND LENGTHY DELAYS THAT WOULD RESULT IF A PARTY FILED A LAWSUIT TO COLLECT ITS DAMAGES FOR A BREACH OF THIS AGREEMENT. IF CLOSING FAILS TO OCCUR BECAUSE OF A PARTY'S DEFAULT, THEN THE DEPOSIT AND/OR TERMINATION COSTS, AS ALLOCATED ABOVE, SHALL BE DEEMED TO CONSTITUTE A REASONABLE AND FINAL ESTIMATE OF A PARTY'S DAMAGES AND SHALL BE RETAINED BY THE NON-DEFAULTING PARTY AS LIQUIDATED DAMAGES AS THE NON-DEFAULTING PARTY'S SOLE AND EXCLUSIVE REMEDY FOR BREACHES OF THIS AGREEMENT THAT RESULT IN A FAILURE OF THE CLOSING. CITY AND DEVELOPER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THIS SECTION AND BY THEIR INITIALS IMMEDIATELY BELOW AGREE TO BE BOUND BY ITS TERMS.

THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO NON-DEFAULTING PARTY PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

THIS SECTION SHALL APPLY ONLY TO BREACHES OF THIS AGREEMENT THAT PREVENT OR RESULT IN A FAILURE OF THE CLOSING, AND SHALL NOT OPERATE TO LIMIT OR OTHERWISE RESTRICT THE PARTIES' RIGHTS AND REMEDIES RELATING TO OTHER DISPUTES.

### DEVELOPER'S INITIALS CITY'S INITIALS

C. <u>Return of Funds and Documents; Release of Liability as to Title Company</u>. In the event Title Company terminates this Escrow as a result of having received notice, in writing, from Developer or City of its election to terminate the Escrow on grounds permitted herein, then Title Company shall terminate the Escrow and return all funds, less Termination Costs as appropriate, as set forth in Section 9.A. Any documents in the possession of the Title Company shall be returned to the Party who deposited those documents into Escrow. Further, the Parties hereby release Escrow Holder, and shall hold Escrow Holder free and harmless, from all liabilities associated with such termination excepting for Escrow Holder's obligations to return funds and documents as provided herein.

D. <u>Developer Breach After Closing and Prior to Completion Certificate</u>. In the event Developer, after Closing and prior to City's issuance of a Completion Certificate, fails or declines to pursue construction, development, and opening of the Project as required by this Agreement, or otherwise breaches a material provision hereof, and Developer fails to cure such breach within 30 days after receipt of written notice from City, or if the cure takes longer than 30 days, if Developer fails to cure such breach within said 30 days and diligently pursues the cure without

interruption until complete, then, in addition to pursuing any other rights or remedies which City may have at law or in equity, City may, at City's option, exercise the rights set forth in this Section 9.D by giving notice, in writing, of such election to Developer.

1) Option to Repurchase; Reenter and Repossess. Upon an uncured default of Developer described in Section 9.D above, City shall have an option to repurchase, reenter and take possession of any portion of the Property then owned by Developer with all improvements thenexisting thereon. From and after the issuance of a Completion Certificate for the Project the remedies set forth in this subsection shall no longer be available to City under any circumstance. The issuance of a Completion Certificate or recorded Release of Construction Covenants shall be conclusive evidence that the rights under this Section 9.D have been terminated.

2) <u>Priority of City Rights</u>. City's option to repurchase at fair market value, reenter and repossess the Property, to the extent provided in this Agreement, shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

(a) Any Deed of Trust permitted by this Agreement; or

(b) Any rights or interest provided in this Agreement for the protection of a Lender.

3) <u>Cost to Exercise</u>. To exercise its option to repurchase, reenter and take possession with respect to the Property owned by Developer, City shall pay to Developer in cash an amount equal to:

(a) The Purchase Price; plus

(b) The reasonable documented costs actually expended by Developer in constructing the Project at the time of the repurchase, reentry and repossession; less

(c) Any gains or income withdrawn or made by Developer from the Property; less

(d) The value of any unpaid liens or encumbrances on the Property which City assumes or takes subject to said encumbrances.

4) <u>Developer Cooperation Upon Breach</u>. In the event City exercises remedies contained in this Section 9.D Developer agrees to reasonably cooperate and not interfere with efforts by City to obtain ownership or access to the plans and specifications, permits and/or other approvals in connection with the Project, as well as applications for permits or approvals not yet obtained but needed to complete construction of the Project (collectively, the "**Project Documents**"); provided however, that any use of the Project Documents by City or any other person shall be without liability of any kind to Developer and without any representation or warranty of Developer or its employees as to the quality, validity, or usability of the Project Documents.

E. <u>No Consequential Damages</u>. Notwithstanding anything to the contrary elsewhere in this agreement or provided for under any applicable law, neither Party shall, in any event, be liable to the other Party, either in contract, tort or otherwise, for any consequential, incidental, indirect,

special or punitive damages from such other person, including loss of future revenue, income or profits, diminution of value or loss of business reputation or opportunity relating to the default or alleged breach hereof, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other Party.

10. NOTICES AND DEMANDS. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested or (iii) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different complete address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given shall be deemed to constitute receipt of the notice or other communication sent.

To City:	City of Buena Park Buena Park City Hall ATTN: City Manager 6650 Beach Boulevard Buena Park CA 90622
With Copy To:	Christopher G. Cardinale, City Attorney ALVAREZ-GLASMAN & COLVIN 13181 Crossroads Pwky North – Suite 400 City of Industry, CA 91746
To Developer:	C/o Kingsbarn Realty Capital, LLC 1645 Village Center Circle, Suite 200 Las Vegas, NV 89131 ATTN: General Counsel

#### 11. <u>MISCELLANEOUS.</u>

A. <u>Environmental Clearance</u>. Before approving and entering into this Agreement, City has analyzed the Project against the requirements of the California Environmental Quality Act ("**CEQA**") and found, based on the evidence in the administrative record before it, that approving this Agreement and the sale of the Property to Developer for the Project is exempt from the requirements of CEQA pursuant to Section 15332 of the CEQA Guidelines. Full and complete CEQA analysis, noticing, documentation and public review will be undertaken by the appropriate lead agency prior to approval of the Project Entitlements; which are a condition precedent to the Closing. As a result, CEQA compliance is a condition precedent to City approving the Project Entitlements, the Closing and performance of this Agreement. The approval of this Agreement

shall not commit City to the approval of the Project Applications or Project Entitlements, limit the scope of CEQA analysis, including, but not limited to, project mitigation measures and the consideration of project alternatives, including a no-project alternative. The provisions of this subsection shall not in any way limit, hinder or affect the discretion of City to review CEQA documents and impose mitigation measures, alter the Project from that described in the Project Applications, or deny the Project Applications in consideration of adverse environmental impacts. All costs associated with the CEQA process shall be paid by City.

B. <u>Confidentiality of Developer's Information</u>. Subject to City's legal obligations, including under the Public Records Act, City agrees to handle all financial, proprietary, or other confidential information regarding Developer obtained pursuant to this Agreement, including without limitation the Confidential Information, with confidentiality. Disclosure of information by City shall not be prohibited if that disclosure is of information that is or becomes a matter of public record or public knowledge as a result of the closing of the transaction or from sources other than City or its agents, employees, contractors, consultants or attorneys.

C. Prohibition Against Transfer, Change in Ownership, Management and Control of Developer. Developer's identity, experience, and capacity to complete the Project are important to City. Prior to issuance of a final certificate of occupancy for the Project, Developer may not assign this Agreement without the City's written consent, which will not be unreasonably withheld or delayed, and any such assignment may only be to ("Assigns"): (1) an affiliated entity that is under the common control or ownership of the Developer provided that: (a) written notice to City is given at least fourteen (14) days in advance of such assignment, and (b) submitted with the written notice to City is reasonably verifiable documentary evidence demonstrating that the proposed Assign(s) is an affiliated entity that is under the common control or ownership of the Developer and possesses similar capacity to financing and complete construction of the Project as was demonstrated by Developer prior to the Closing; or (2) a third-party that is not under the common control or ownership of Developer provided that: (a) written notice to City is given at least thirty (30) days in advance of such assignment, and (b) submitted with the written notice to City is reasonably verifiable documentary identifying the proposed Assignee (and all individual owners or partners thereof) and evidence demonstrating that the proposed Assign(s) possesses substantially similar development experience, asset portfolio, and financing capacity as Developer, and that funds necessary to complete construction of the Project have been or upon assignment will be unconditionally committed to the Assign(s).

D. <u>Conflicts of Interest</u>. No member, official or employee of City shall have any personal interest, direct or indirect, in this Agreement, nor shall any 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. No member, official or employee of 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 successor or on any obligations under the terms of this Agreement. Developer warrants that it has not paid or given, and will not pay or give, any third person any money, campaign contribution, or other consideration for obtaining this Agreement, nor provided any gift, contribution, income, or other benefit to an official or employee of City that creates a conflict of interest under California law, except to the extent such conflict was disclosed on the

record and avoided (e.g. through the non-participation of the recipient official) in the manner required by law.

E. <u>Brokers and Sales Commissions</u>. City has not engaged any real estate broker or agent with respect to this Agreement. If Developer does engage a real estate broker or agent in connection with marketing or soliciting interest in the Property, Developer shall be responsible for all fees, commissions, costs and expenses of any broker, and shall indemnify, protect, defend and hold harmless City and its successors hereunder from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorney's fees, court costs and litigation expenses, arising from or in connection with any sales or brokerage commissions, finder's fees or other commissions which are (or are claimed to be) payable in connection with the transaction which is the subject of this Agreement by reason of the actions (or alleged actions) of Developer.

F. <u>Survival of Covenants</u>. Except as otherwise expressly provided herein, the covenants, representations and warranties of both Developer and City set forth in this Agreement, the Grant Deed, Declaration of Construction Covenants, and Development Agreement shall survive recordation of each of the foregoing and the Close of Escrow.

G. <u>Required Actions of Developer and City</u>. Developer and City agree to execute such instruments and documents and to diligently undertake such actions as may be reasonably required in order to consummate the purchase and sale herein contemplated and shall use commercially reasonable efforts to accomplish the Closing in accordance with the provisions hereof.

H. <u>Time of Essence</u>. Time is of the essence of each and every term, condition, obligation and provision hereof in which time is a factor. If the date for performance of any obligation hereunder or the last day of any time period provided for herein shall fall on a Saturday, Sunday or legal holiday, then said date for performance or time period shall expire on the first day thereafter which is not a Saturday, Sunday or legal holiday in the locality (State of California, City of Buena Park) where the Property is located.

I. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts and delivered as originals, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

J. <u>Captions</u>. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

K. <u>No Obligations to Third Parties</u>. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties and, to the extent this Agreement constitutes escrow instructions, the Title Company.

L. <u>Exhibits and Attachments</u>. The Exhibits attached hereto are hereby incorporated herein by this reference.

M. <u>Waiver</u>. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

N. <u>Applicable Law</u>. All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of California. Any and all legal actions sought to enforce the terms and provisions of the Agreement shall be brought in the courts of the County of Orange.

O. <u>Assignment</u>. Neither Party shall assign this Agreement to any party without the prior written consent of the other Party, unless otherwise permitted under Section 12.C.

P. <u>Successors and Assigns</u>. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.

Q. <u>Severability</u>. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

R. <u>Construction</u>. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting thereof.

S. <u>Legal Fees</u>. Each Party shall be responsible for payment of its own attorney's fees with respect to negotiation and preparation of this Agreement and processing of the escrow. However, if either Party to this Agreement shall breach its representations or warranties hereunder or shall fail to fulfill or perform any of its covenants or obligations in this Agreement and a legal action is commenced, the non-prevailing party shall pay the costs of litigation, including, without limitation, reasonable attorneys' fees and expert witness fees, that may be incurred to enforce the terms, covenants, conditions and provisions of this Agreement, or to prove that no breach or misrepresentation occurred.

T. <u>Fees and Other Expenses</u>. Except as otherwise provided herein, each of the Parties shall pay its own fees and expenses in connection with this Agreement.

U. <u>Entire Agreement</u>. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Developer and City as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

V. Amendments to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

W. No Partnership, Third Person. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between City and Developer except as specifically provided herein. No term or provision of this Agreement is intended to benefit any person, partnership, corporation or other.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their duly authorized representatives as of the date of the last of their signatures below.

#### **DEVELOPER:**

### CITY:

KB ACQUISITIONS, LLC, a Nevada limited liability company CITY OF BUENA PARK, a California municipal corporation

By: \_

Jeffrey A. Pori, Manager

By:

Aaron France, City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_ Christopher G. Cardinale, City Attorney

#### ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA COUNTY OF ORANGE ) )

On\_\_\_\_\_\_, before me, \_\_\_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

#### ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA COUNTY OF ORANGE ) )

On\_\_\_\_\_\_, before me, \_\_\_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

### EXHIBIT "A" - PSA LEGAL DESCRIPTION OF THE PROPERTY

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

#### PARCEL 1:

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, IN TOWNSHIP 4 SOUTH , RANGE 11 WEST, IN THE RANCHO LOS COYOTES, AS SHOWN ON MAP THEREOF RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE LAND DESCRIBED AS PARCEL 1 IN THE DEED TO MT. SPINDLE, AND OTHERS, RECORDED MAY 01, 1961 IN BOOK 5707, PAGE 855 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THENCE NORTH 89° 42' 22" EAST 300 FEET; THENCE NORTH 0° 12' 50" WEST 45 FEET, THENCE 89° 42' 22" EAST 100 FEET TO THE WESTERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO M.T. SPINDLER RECORDED JULY 13, 1961 IN BOOK 5783, PAGE 318 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THENCE NORTH 89° 42' 22" EAST 20 FEET TO THE NORTHEAST CORNER OF LAST SAID SPINDLER LAND; THENCE SOUTH 0° 12' 50" EAST 125 FEET ALONG THE EAST LINE OF LAST SAID LAND OF SPINDLER AND THE EAST LINE OF SAID LAND OF SPINDLER RECORDED MAY 01, 1961 TO THE SOUTHEAST CORNER OF SAID SPINDLER LAND RECORDED MAY 01, 1961, SAID POINT BEING ALSO THE NORTHEASTCORNER OF THE LAND DESCRIBED AS PARCEL 2 IN SAID DEED TO SPINDLER RECORDED MAY 01, 1961; THENCE SOUTH 89° 42' 22" WEST 420 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1; THENCE NORTH 0° 12' 50" WEST 80 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY A DEED RECORDED AUGUST 27, 1998 AS INSTRUMENT NO. 98-570962 OF OFFICIAL RECORDS.

PARCEL 2:

THE SOUTHERLY 60 FEET OF THE WESTERLY 499.70 FEET OF THE NORTHERLY 585 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2, IN TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 11 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

EXCEPT THE WESTERLY 80 FEET THEREOF.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA BY A DEED RECORDED AUGUST 27, 1998 AS INSTRUMENT NO. 98570962 OF OFFICIAL RECORDS.

APN: 136-231-35

### EXHIBIT "B" - PSA

### **GRANT DEED**

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

City of Buena Park [TO BE ADDED]

APN:

(Space Above this Line For Recorder's Use)

#### GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CITY OF BUENA PARK, a California municipal corporation ("<u>Grantor</u>"), hereby GRANTS to ("<u>Grantee</u>"), that certain real property at \_\_\_\_\_\_\_ in the City of Buena Park, County of Orange, State of California, more particularly described on <u>Exhibit "A"</u> attached hereto and incorporated herein by this reference together with all right, title and interest of Grantor in and to all buildings and improvements located thereon ("<u>Property</u>").

THE PROPERTY IS CONVEYED TO GRANTEE SUBJECT TO:

- 1) Non-delinquent general and special real property taxes, assessments and supplemental assessments, if any, for the current fiscal year;
- 2) All covenants, conditions, restrictions, encumbrances, agreements, reservations, rights, rights-of-way, dedications, offers of dedication, easements and other matters of record, apparent, visible from an inspection of the Property, and/or which an accurate survey of the Property would disclose, or known to Grantee.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed on this \_\_\_\_ day of \_\_\_\_\_, 2024, at Buena Park, California.

CITY OF BUENA PARK, a California municipal corporation

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

Aaron France, City Manager

#### ALL PURPOSE ACKNOWLEDGMENT (SELLER)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA COUNTY OF ORANGE ) )

On\_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

# Exhibit A to Grant Deed

[Legal Description of Property]

### Exhibit "C" - PSA SLA COVENANT

### DECLARATION OF SURPLUS LAND ACT COVENANTS

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO, AND MAIL TAX STATEMENTS TO:

City of Buena Park Attn: DIRECTOR OF COMMUNITY DEVELOPMENT 6650 Beach Boulevard Buena Park, CA 90622

Assessor's Parcel No.:

This Declaration of Surplus Land Act Covenants ("Declaration") is entered into as of this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2024, by and between the CITY OF BUENA PARK, a California municipal corporation ("City"), and KB ACQUISITIONS, LLC, a Nevada limited liability company, ("Developer"), with reference to the following facts:

### RECITALS

A. City and Developer have entered into that certain Agreement for the Purchase, Sale and Development of Real Property dated March 26, 2024 ("Purchase Agreement"), pursuant to which, and subject to the terms and conditions stated therein, City agreed to sell to Developer and Developer agreed to purchase from City that certain real property located at 7860 Beach Boulevard, Buena Park, California (Orange County Assessor Parcel No. APN 136-231-35 and legally described in Exhibit "A" hereto, the "Property").

B. In compliance with the California Surplus Lands Act (Cal. Gov't (Gov't Code § 54220 *et seq.*, the "SLA"), and specifically Section 54233 thereof, Developer and City agree to the terms and conditions of this Declaration and direct it to be recorded on Property as a condition precedent to the Closing of Escrow under the Purchase Agreement.

NOW THEREFORE, City and Developer (individually hereinafter at times a "Party" and jointly the "Parties") agree as follows:

1. <u>DEFINITIONS</u>. All capitalized terms not defined herein shall have the meaning set forth in the Purchase Agreement, a copy of which is available for inspection and copying at the City's offices located 6650 Beach Blvd., Second Floor, Buena Park, California 91062

2. RESTRICTIVE COVENANT. The Property is subject to a restrictive covenant that if ten (10) or more residential units are developed on the Property, not less than 15 percent of the total

number of residential units developed on shall be sold or rented at affordable housing cost, as defined in Section 50052.5 of the California Health and Safety Code, or affordable rent, as defined in Section 50053 of the California Health and Safety Code. to lower income households, as defined in Section 50079.5 of the California Health and Safety Code. Rental units shall remain affordable to and occupied by lower income households for a period of 55 years for rental housing and 45 years for ownership housing from the date of recordation of this Grant Deed. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of Section 65915 of the California Government Code. These requirements shall be covenants or restrictions running with the land and shall be enforceable against any owner who violates a covenant or restriction and each successor-in-interest who continues the violation by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5 of the California Government Code.

4. <u>TERM OF DECLARATION</u>. This Declaration shall expire and terminate only upon: (1) the final order of a court of competent jurisdiction; or (2) a future changes or amendments to the SLA or California law that make or render this Declaration unenforceable.

## 5. <u>MISCELLANEOUS</u>

(a) <u>Recording</u>. This Declaration shall be recorded as a condition of and at the Closing of Escrow for Developer's purchase of the Property from City and shall be recorded junior only to the grant deed by which Buyer takes title except as subordination to construction financing is contemplated in the Agreement.

(b) <u>Binding on Successors</u>. This Declaration shall run with the land and be binding upon and shall inure to the benefit of the Parties and their successors and assigns for the term hereof.

(c) <u>Amendments</u>. This Declaration may be amended or modified only by a written instrument signed by both Parties and recorded in the Official Records of Orange County.

(d) <u>No Waiver</u>. Any waiver by City of any term or provision of this Declaration must be in writing. No waiver shall be implied from any delay or failure by City to take action on any breach or default hereunder or to pursue any remedy allowed under this Declaration or applicable law. No failure or delay by City at any time to require strict performance by Buyer of any provision of the Agreement or this Declaration or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

(e) <u>Notices</u>. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested or (iii) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different complete address for itself by notice similarly given. Any notice

so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To City:	City of Buena Park Buena Park City Hall ATTN: City Manager 6650 Beach Boulevard Buena Park CA 90622
With Copy To:	Christopher G. Cardinale, City Attorney ALVAREZ-GLASMAN & COLVIN 13181 Crossroads Pwky North – Suite 400 City of Industry, CA 91746

To Buyer:

With Copy To:

(f) <u>Action by City</u>. Except as may be otherwise specifically provided herein or limited by law, whenever any approval, notice, direction, consent or request by City is required or permitted under this Declaration, such action shall be in writing, and such action may be given, made or taken by the City Manager or by any person who shall have been designated by the City Manager, without further approval by the City Council.

(g) <u>Governing Law; Venue</u>. This Declaration shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Orange County, California.

(h) <u>Attorneys' Fees and Costs</u>. If any legal or administrative action is brought to interpret or enforce the terms of this Declaration, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

(i) <u>Severability</u>. If any provision of this Declaration is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement and Declaration of Restrictive Covenants as of the date first written above.

## **DEVELOPER**:

<u>CITY</u>:

KB ACQUISITIONS, LLC, a Nevada limited liability company

By: \_\_\_\_\_\_ Jeffrey A. Pori, Manager

By:

Aaron France, City Manager

municipal corporation

CITY OF BUENA PARK, a California

#### ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA COUNTY OF ORANGE ) )

On\_\_\_\_\_\_, before me, \_\_\_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

#### ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA COUNTY OF ORANGE ) )

On\_\_\_\_\_\_, before me, \_\_\_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Exhibit A – SLA Covenant Legal Description of Property

## EXHIBIT "D" - PSA PRELIMINARY SITE PLAN

[Attach Site Plan dated 9.22.23, Sheet Number AS 1.00, owned by Kingsbarn Realty Capital, owner's representative PBR Consulting Services, LLC, project name Home2Suites Buena Park California, California licensed architect Patrick James Klenk]

## EXHIBIT "E" - PSA PRELIMINARY PROJECT SCHEDULE

	Item To Be Performed	<u>Time to Perform / Deadline</u>	Agreeme nt <u>Reference</u>
1.	Execution of Purchase & Sale Agreement ("PSA") to trigger "Effective Date"	N/A	N/A
2.	Opening Escrow	Effective Date + 5 business days	4.A.
3.	City Files SLA Documents with HCD	Effective Date + 10 days	4.G(3)
4.	City Discloses Property-Related Documents to Developer	Effective Date + 10 business days	4.G(2)(a)
5.	City Discloses Preliminary Title Report	Effective Date + 15 days	
6.	Developer Submits Initial Sources and Uses Summary	Effective Date + 60 days	4.G(5)(b)
7.	Developer's Contingency Date	Effective Date + 60 days	2
8.	City's Issuance / Developer Obtain Project Entitlements	90 days before Closing	4.G(4)
9.	Developer Completes Design Work	January 1, 2025	5.C
10.	Developer Submits Financing Plan	Before Closing	4.G(5)(c)
11.	Developer Applies for Building Permits	March 1, 2025	5.C
12.	Closing of Escrow (Outside Closing Date)	Effective Date + 1 year	4.D
13.	Building Permit Issuance	September 1, 2025	5.C.
14.	Construction Start	January 1, 2026	5.C
15.	Construction Complete / Certificate of Completion Issued	January 1, 2029	5.C.

## EXHIBIT "F" - PSA

#### **DECLARATION OF CONSTRUCTION COVENANTS**

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO, AND MAIL TAX STATEMENTS TO:

City of Buena Park Attn: DIRECTOR OF COMMUNITY DEVELOPMENT 6650 Beach Boulevard Buena Park, CA 90622

Assessor's Parcel No.:

This Agreement and Declaration of Land Use Covenants and Restrictions ("Declaration") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF BUENA PARK, a California municipal corporation ("City"), and \_\_\_\_\_\_ ("Developer"), with reference to the following facts:

## RECITALS

A. City and Developer have entered into that certain Agreement for the Purchase, Sale and Development of Real Property dated \_\_\_\_\_\_, 2024 ("Purchase Agreement"), pursuant to which, and subject to the terms and conditions stated therein, City agreed to sell to Developer and Developer agreed to purchase from City that certain real property located at \_\_\_\_\_\_, Buena Park, California (Orange County Assessor Parcel No. \_\_\_\_\_\_ and legally described in Exhibit "A" hereto, the "Property").

B. As a material inducement and part of the consideration for City's agreement to sell the Property to Developer, and as a condition to the Closing of Escrow under the Purchase Agreement, Developer and City agree to the terms and conditions of this Declaration, and desire to provide notice of certain terms and remedies in the Purchase Agreement by way of this Declaration.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is expressly acknowledged, and intending to be legally bound, City and Developer (individually hereinafter at times a "Party" and jointly the "Parties") agree as follows:

1. <u>DEFINITIONS</u>. All capitalized terms not defined herein shall have the meaning set forth in the Purchase Agreement.

2. <u>NOTICE TO INTERESTED PARTIES OF CONSTRUCTION COVENANTS.</u> The Purchase Agreement, a copy of which is available for inspection and copying at the City's offices located 6650 Beach Blvd., Second Floor, Buena Park, California 91062, contains certain

development covenants running with title to the Property, including but not limited to those set forth below (all section references are to the Agreement), with all such development covenants being expressly into this Declaration even if not listed below:

## **3. DEVELOPMENT OF THE PROPERTY**

A. <u>The Project</u>. Developer covenants to improve and develop the Project consistent with the Project Entitlements. This covenant to develop the Project is a material inducement for City's willingness to sell the Property to Developer. After the Closing Developer agrees, at its sole cost and expense, to improve and develop the Property for use as a hotel, currently contemplated as a Hilton Home2Suites-branded hotel, substantially similar to that depicted in the development plans attached to this Agreement **Exhibit "D**", provided that the final project to be developed by Developer on the Property shall be as described in the Project Entitlements and building permits ("the **Project**").

B. <u>Cost of Development</u>. Any and all costs for engineering, planning, designing, and developing the Project shall be paid for exclusively by Developer from Construction Funds, or additional financing sources secured after the Closing and needed to cover development costs arising during the Period of Construction and in excess of the Project Budget.

C. <u>Schedule of Performance</u>. Developer agrees that after the Closing it will commence and thereafter diligently pursue construction of the Project to completion in accordance with the timelines established in the "**Schedule of Performance**" attached hereto as **Exhibit "E"**, as may be amended from time to time. Completion of construction shall be signified by a final certificate of occupancy issued by the City for all buildings or improvements that are part of the Project ("**Completion Certificate**"). The City Manager, in his/her good faith discretion, may grant extension(s) of the Schedule of Performance not exceeding six (6) months in the aggregate, with any longer extensions of time requiring the approval of the Buena Park City Council. Developer, in its discretion, may complete construction of the Project in different phases provided doing so is consistent with the Schedule of Performance and Project Entitlements.

D. <u>Construction Progress Reports</u>. After the Closing and until issuance of a Completion Certificate ("**Period of Construction**"), Developer shall provide City with quarterly progress reports, or more frequent updates if City reasonably requires, regarding the status of the construction of the Project.

E. <u>Declaration of Construction Covenants</u>. At the time of execution of the Agreement, City and Developer shall also sign a Declaration of Construction Covenants in the form attached in **Exhibit "F"** ("**Construction Covenants**"). Escrow shall record the Construction Covenants on the Property at the Closing. The terms and conditions included in the Construction Covenants shall survive the Closing and shall be released upon City's issuance of Completion Certificate. Following Developer's completing construction of the Project and subject to City's issuance of Completion Certificate, City shall, at Developer's request, execute and provide to Developer a standard form release and reconveyance of the Construction Covenants which Developer may record on the Property ("Release of Construction Covenants"). F. <u>Taxes and Assessments.</u> During the Period of Construction, Developer shall pay when due all new real estate taxes and assessments associated with the Property. Developer shall not place or allow to be placed on the Property any mortgage, trust deed, encumbrance or lien not authorized by this Agreement, and shall promptly remove or have removed any lien on any of the Property or portion thereof or assure the satisfaction thereof within a reasonable time, but in any event prior to a sale thereunder. Notwithstanding the foregoing, Developer or a successor, transferee, assignee, or tenant may contest the validity or grant of any recorded lien or tax assessment, and provided notice of such intent to contest is provided to the City, and any payment due shall be made immediately upon final resolution of any such contest.

G. <u>No Encumbrance Except for Development Purposes</u>. Mortgages and deeds of trust, or any other reasonable method of security for Construction Funds ("**Deed of Trust**") are permitted to be placed upon Developer's fee interest in the Property and the City hereby acknowledges and consents to the right of the beneficiary or holder of said Deed of Trust ("**Lender**"). Developer covenants that Developer will not pledge Property as security for any indebtedness except for Construction Funds.

## I. Lender's Rights in Event of Developer's Default During Construction Period.

1. Lender Option to Construct Improvements. Should the Developer default on the Construction Covenants during the Period of Construction, the Lender shall have the right, but not the obligation to construct or complete the Project or to guarantee such construction or completion. Nothing in this Agreement shall be deemed to construct any improvements thereon, other than those uses or improvements provided for or authorized by this Agreement. Should Lender desire to exercise its option to construct or complete the Project under this section, Lender must give notice to City within ninety (90) days of Developer default and must execute a written assumption of this Agreement and the Development Agreement.

2. Notice of Default to Lender; Lender's Right to Cure. If City delivers any notice or demand to Developer with respect to any breach or default of this Agreement during the Period of Construction, City shall, at the same time, deliver to each Lender who has requested in writing said notices from the City, a copy of such notice or demand. Each such Lender shall (insofar as the rights of City are concerned) have the right, at its option after the receipt of the notice or Developer's cure period, if any, to cure or remedy any such default if the right to cure is provided under the terms of the Deed of Trust, including the option to complete the Project. The Lender may notify the City of its intent to complete the Project within ninety (90) days of Lender's receipt of City's notice. The time for a Lender to cure shall be extended, if the Lender has undertaken steps to cure, in which case such time will be extended for as long as Lender reasonably needs, providing the Lender is acting diligently. Nothing contained in this Agreement shall be deemed to permit or authorize such Lender to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the improvements or construction already made) without first having expressly assumed Developer's remaining obligations to City by written agreement.

3. <u>City Option to Purchase Property Upon Failure of Lender to Complete Improvements.</u> In any case of an uncured default by Developer of the Construction Covenant, if the Lender has not thereafter timely exercised the option to construct, City may purchase the Deed of Trust from the Lender in the amount of the unpaid debt.

## J. <u>City's Rights in Event of Developer's Deed of Trust Default During Construction Period</u>.

1. If the ownership of the Property has been vested in the Lender, City may purchase the Property from the Lender upon payment to the holder of an amount equal to the greater of the appraised "as-is" value of the Property, as determined by an independent appraiser mutually selected by the Parties, or the sum of the following:

a) Unpaid Deed of Trust at the time title became vested in the Lender (less all appropriate credits, including those resulting from collection by lender and application of rentals and income received during foreclosure proceedings).

b) All reasonable expenses with respect to foreclosure.

c) The net expenses, if any (exclusive of overhead), incurred by the Lender as a direct result of the City approved subsequent management of the Project or part thereof.

d) The cost or value, whichever is less, of any City approved improvements made by such Lender.

2. <u>Option of City to Cure Deed of Trust Default</u>. In the event of an uncured default by Developer of any Deed of Trust prior to recordation of the Release of Construction Covenants, and Lender has not exercised its option to complete the Project pursuant to Section 5.I above, City may cure the default prior to completion of any foreclosure. In such event, City shall be entitled to reimbursement from Developer of all costs and expenses incurred by City in curing the default. City shall also be entitled to a lien upon the Property to the extent of such costs and disbursements. Any such lien shall be subject to mortgages, deeds of trust or other security instruments executed in accordance with this Agreement.

3. <u>Rights of City to Satisfy Other Liens on the Property After Title Passes</u>. After the conveyance of title of the Property to Developer, and after Developer has had reasonable time to challenge, cure or satisfy any liens or encumbrances on the Property, or any part thereof, City shall have the right to satisfy any such liens or encumbrances, provided however, that nothing in this Agreement shall require Developer to pay or make provision for the payment of any tax, assessment, lien or charge as long as the Developer shall in good faith contest the validity or amount thereof, and provided such delay in payment shall not subject the Property, or part thereof, to forfeiture or sale.

4. <u>Estoppel</u>. City shall from time to time, within 15 days following the receipt of a request by Developer or a Lender with a Deed of Trust secured by the Property, deliver to Developer or such Lender a written statement executed by City in form and substance reasonably satisfactory to Developer and such Lender, (i) stating that this Agreement is in full force and effect and has not been modified or amended (or if modified or amended, setting forth all modifications and amendments), (ii) stating whether or not to the best knowledge of City, Developer is in default under this Agreement and if Developer is in default, setting forth the specific nature of all such defaults, and (iii) as to any other matters reasonably requested by Developer or such Lender. City acknowledges that any statement delivered pursuant to this subsection may be relied upon by any purchaser or owner of all or a portion of the Property and/or any improvements thereon or by a Lender or by any assignee of such Lender or anyone claiming by, under or through such Lender.

H. <u>Rights of Access</u>. For the purposes of assuring compliance with the Construction Covenants, representatives of City shall have the reasonable right of access to the Property. To ensure safety, the City Representative shall request approval for such access with at least twenty-four (24) hour to Developer, such approval shall not be unreasonably delayed, conditioned, or withheld. This right of access described in this subsection shall expire upon the issuance of the Completion Certificate and is in addition to any rights or remedies City may possess as a governmental or law enforcement agency.

## 3. <u>NOTICE TO INTERESTED PARTIES OF REMEDY FOR DEVELOPER BREACH</u>. Section 9.D of the Purchase Agreement states:

D. <u>Developer Breach After Closing and Prior to Completion Certificate</u>. In the event Developer, after Closing and prior to City's issuance of a Completion Certificate, fails or declines to pursue construction, development, and opening of the Project as required by this Agreement, or otherwise breaches a material provision hereof, and Developer fails to cure such breach within 30 days after receipt of written notice from City, or if the cure takes longer than 30 days, if Developer fails to commence to cure such breach within said 30 days and diligently pursues the cure without interruption until complete, then, in addition to pursuing any other rights or remedies which City may have at law or in equity, City may, at City's option, exercise the rights set forth in this Section 9.D by giving notice, in writing, of such election to Developer.

1) Option to Repurchase; Reenter and Repossess. Upon an uncured default of Developer described in Section 9.D above, City shall have an option to repurchase, reenter and take possession of any portion of the Property then owned by Developer with all improvements thenexisting thereon. From and after the issuance of a Completion Certificate for the Project the remedies set forth in this subsection shall no longer be available to City under any circumstance. The issuance of a Completion Certificate or recorded Release of Construction Covenants shall be conclusive evidence that the rights under this Section 9.D have been terminated.

2) <u>Priority of City Rights</u>. City's option to repurchase at fair market value, reenter and repossess the Property, to the extent provided in this Agreement, shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

(a) Any Deed of Trust permitted by this Agreement; or

(b) Any rights or interest provided in this Agreement for the protection of a Lender.

3) <u>Cost to Exercise</u>. To exercise its option to repurchase, reenter and take possession with respect to the Property owned by Developer, City shall pay to Developer in cash an amount equal to:

(a) The Purchase Price; plus

(b) The reasonable documented costs actually expended by Developer in constructing the Project at the time of the repurchase, reentry and repossession; less

(c) Any gains or income withdrawn or made by Developer from the Property; less

(d) The value of any unpaid liens or encumbrances on the Property which City assumes or takes subject to said encumbrances.

4) <u>Developer Cooperation Upon Breach</u>. In the event City exercises remedies contained in this Section 9.D Developer agrees to reasonably cooperate and not interfere with efforts by City to obtain ownership or access to the plans and specifications, permits and/or other approvals in connection with the Project, as well as applications for permits or approvals not yet obtained but needed to complete construction of the Project (collectively, the "**Project Documents**"); provided however, that any use of the Project Documents by City or any other person shall be without liability of any kind to Developer and without any representation or warranty of Developer or its employees as to the quality, validity, or usability of the Project Documents.

4. <u>TERM OF DECLARATION</u>. This Declaration and City's rights and remedies set forth herein and the Agreement shall expire and terminate upon the issuance of a final certificate of occupancy for the Project. Following the issuance of such final certificate of occupancy City shall execute a standard form release and reconveyance that may be recorded by Buyer to remove this Declaration from title.

## 5. <u>MISCELLANEOUS</u>

(j) <u>Recording</u>. This Declaration shall be recorded as a condition of and at the Closing of Escrow for Developer's purchase of the Property from City and shall be recorded junior only to the grant deed by which Buyer takes title except as subordination to construction financing is contemplated in the Agreement.

(k) <u>Binding on Successors</u>. This Declaration shall run with the land and be binding upon and shall inure to the benefit of the Parties and their successors and assigns for the term hereof.

(1) <u>Amendments</u>. This Declaration may be amended or modified only by a written instrument signed by both Parties and recorded in the Official Records of Orange County.

(m) <u>No Waiver</u>. Any waiver by City of any term or provision of this Declaration must be in writing. No waiver shall be implied from any delay or failure by City to take action on any breach or default hereunder or to pursue any remedy allowed under this Declaration or applicable law. No failure or delay by City at any time to require strict performance by Buyer of any provision of the Agreement or this Declaration or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election. (n) <u>Notices</u>. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested or (iii) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different complete address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given shall be deemed to constitute receipt of the notice or other communication sent.

To City:	City of Buena Park Buena Park City Hall ATTN: City Manager 6650 Beach Boulevard Buena Park CA 90622
With Copy To:	Christopher G. Cardinale, City Attorney ALVAREZ-GLASMAN & COLVIN 13181 Crossroads Pwky North – Suite 400 City of Industry, CA 91746

To Buyer:

With Copy To:

(o) <u>Action by City</u>. Except as may be otherwise specifically provided herein or limited by law, whenever any approval, notice, direction, consent or request by City is required or permitted under this Declaration, such action shall be in writing, and such action may be given, made or taken by the City Manager or by any person who shall have been designated by the City Manager, without further approval by the City Council.

(p) <u>Governing Law; Venue</u>. This Declaration shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Orange County, California.

(q) <u>Attorneys' Fees and Costs</u>. If any legal or administrative action is brought to interpret or enforce the terms of this Declaration, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

(r) <u>Severability</u>. If any provision of this Declaration is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement and Declaration of Restrictive Covenants as of the date first written above.

## **DEVELOPER**:

## **<u>CITY</u>**:

KB ACQUISITIONS, LLC, a Nevada limited liability company

CITY OF BUENA PARK, a California municipal corporation

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

Jeffrey A. Pori, Manager

By:

Aaron France, City Manager

#### ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA COUNTY OF ORANGE ) )

On\_\_\_\_\_\_, before me, \_\_\_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

#### ALL PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA COUNTY OF ORANGE ) )

On\_\_\_\_\_\_, before me, \_\_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

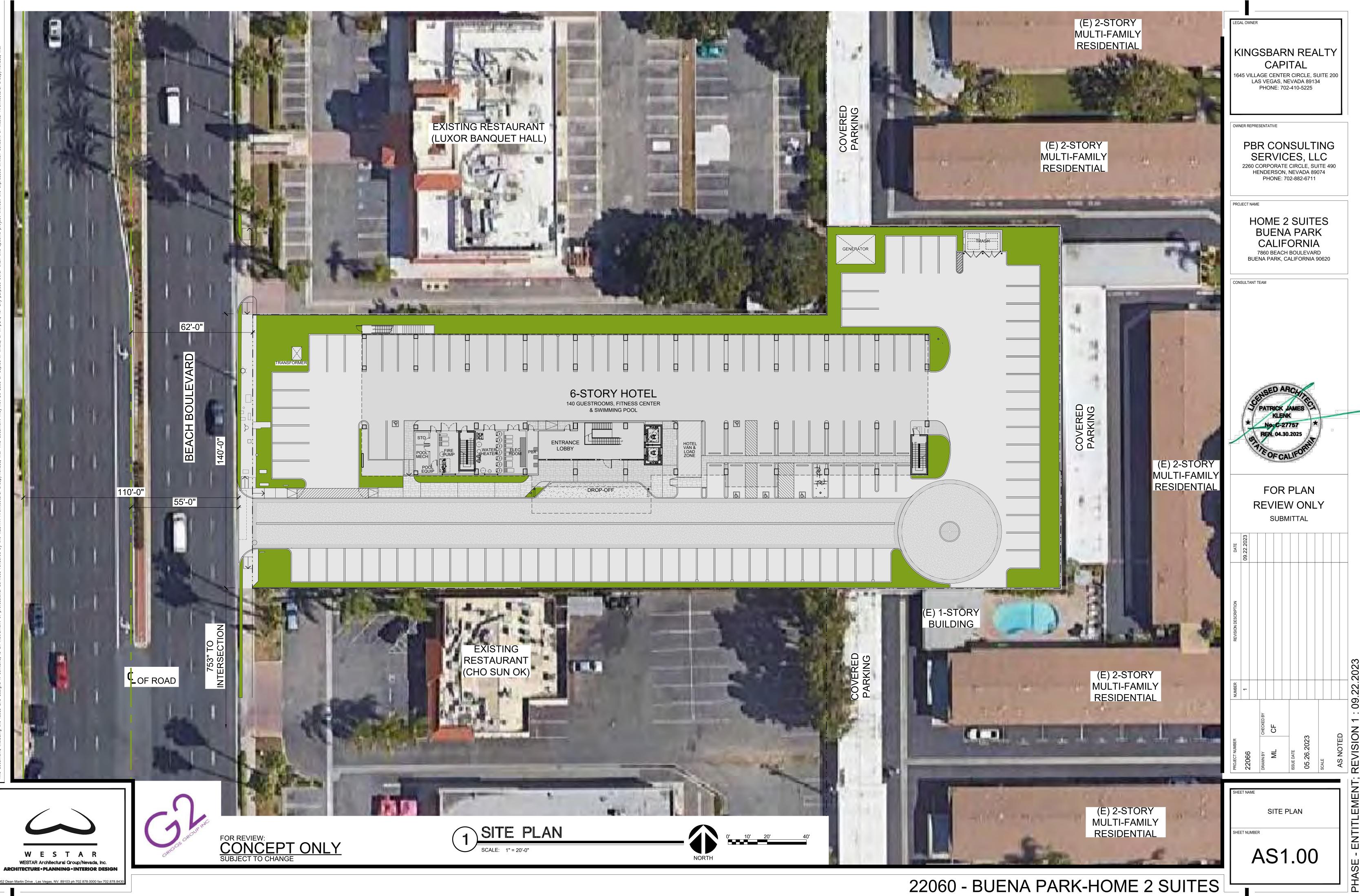
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

Exhibit "A" – Construction Covenants LEGAL DESCRIPTION OF THE PROPERTY



0 C Ш ENTITLEM



CHAIR JUDEH VICE CHAIR DAVIS COMMISSIONER CHOI COMMISSIONER DIEP COMMISSIONER PATINO

Wednesday, February 28, 2024, 6:30 PM Council Chamber 6650 Beach Boulevard Buena Park, CA 90621

\*\* Revised \*\*

## PLANNING COMMISSION AGENDA

## 6:30 p.m.

#### VIDEO CONFERENCE PARTICIPATION (Zoom) https://zoom.us/j/91021758773?pwd=c2hyUjRpVlhWN1cyaGQ5d01pd3ExQT09

#### MEETING ID: 910 2175 8773 PASSCODE: 134895

#### Conference Call: (669) 900-6833

#### SPECIAL NOTICE REGARDING PUBLIC MEETINGS

On September 13, 2022, Governor Newsom signed Assembly Bill 2449, which permits Planning Commission Members to participate in Planning Commission Meetings via teleconferencing for emergency circumstances or just cause reasons. Videoconferencing allows the City to continue to conduct essential business and comply with Public Health Administration recommendations to protect the public and City employees and limit exposure. Please be advised that some Planning Commission Members may attend this meeting via videoconference. The public has the following options to provide comments during the meeting:

#### **OPTION 1: IN-PERSON**

The public may attend this meeting in-person. Those wishing to speak are asked to add their speaker information at the digital kiosk located at the entrance of the Council Chamber. Comments are limited to no more than three minutes each.

#### **OPTION 2: VIA EMAIL**

Members of the public may submit their comments in writing by sending them to the Planning Division at bpplancomments@buenapark.com. **Please submit all comments and questions by 5:00pm on the day of the meeting**. All comments and questions will be read during the meeting.

#### OPTION 3: VIRTUALLY (VIA ZOOM)

#### • Zoom Conference Call: (669) 900-6833

You may request to speak by dialing \*9 from your phone when the designated public comment period, as listed on the agenda, has been

opened. After City staff confirms the last three digits of the caller's phone number or Zoom ID and unmutes you, the caller must press \*6.

Callers are encouraged, but not required, to identify themselves by name. Each caller has three (3) minutes to speak.

• Zoom Virtual Participation

https://zoom.us/j/91021758773?pwd=c2hyUjRpVlhWN1cyaGQ5d01pd3ExQT09 MEETING ID: 910 2175 8773 PASSCODE: 134895

Virtually "raise your hand" when the designated public comment period, as listed on the agenda has been opened. Wait to be called on by City staff, unmute your audio, your name and city of residency is requested, but not required. Each participant has three (3) minutes to speak.

In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, please contact the Planning Division at (714) 562-3620. Notification at least 48 hours prior to the meeting will enable the City to make arrangements to assure accessibility.

All regular meetings of the Planning Commission are available on the City's website at www.buenapark.com. Please contact the Planning Division at (714) 562-3620 for any questions.

### **1: GENERAL**

1C. PLEDGE OF ALLEGIANCE

## **2: ORAL COMMUNICATIONS**

#### 2A. ORAL COMMUNICATIONS

This is the portion of the meeting set aside to invite public comments regarding any matter within the jurisdiction of the Planning Commission. Public comments are limited to no more than three minutes each. Those wishing to speak are asked to add their information at the digital kiosk located at the entrance of the Council Chamber. Those wishing to speak using the videoconferencing feature are asked to raise their hand now by either dialing \*9 or the raise hand feature.

## **3: CONSENT CALENDAR**

**3A. APPROVAL OF MINUTES** 

— February 14, 2024

## **4: NEW BUSINESS**

## **5: PUBLIC HEARING**

5A. DEVELOPMENT AGREEMENT NO. DA-23-1, SITE PLAN NO. SP-24-3, AND VARIANCE NO. V-23-2 A request to allow the development of a new six-story, 140-room hotel and associated amenities at 7860 Beach Boulevard within the Entertainment Corridor Specific Plan (ECSP) Sub-District C1 (Tourist Commercial, Lodging & Entertainment). The project is Categorically Exempt, pursuant to CEQA Section 15332 (Class 32 In-Fill Development Projects).

- RECOMMENDED ACTION: Adopt Resolutions recommending City Council approval

#### 5B. SITE PLAN NO. SP-22-30

A request to allow the development of a four (4) story 9,854 square-foot office building, required off-street parking, landscaping, and other site improvements located at 7911 Orangethorpe Avenue. The project is Categorically Exempt, pursuant to Section 15332 (In-Fill Development Projects) Class 32 of the California Environmental Quality Act (CEQA) Guidelines.

- RECOMMENDED ACTION: Adopt Resolution approving Site Plan No. SP-22-30

### 5C. TEXT AMENDMENT NO. C-24-3 - TO BE CONTINUED TO MARCH 13, 2024

A recommendation to the City Council to consider a revision within Title 19 (Zoning) of the Buena Park Municipal Code (BPMC) regarding development standards for fences and walls in the Commercial and Industrial zones Section 19.528 (Fences, Walls, Hedges, and Berms) citywide. The project is Exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) and Categorical Exemption Class 3 Section 15303(e)(New Construction or Conversion of Small Structures) of the CEQA Guidelines.

- RECOMMENDED ACTION: Continue the item to regularly scheduled meeting on March 13, 2024.

#### 5D. TEXT AMENDMENT NO. C-24-2

A recommendation to the City Council to consider a revision within Title 19 (Zoning) of the Buena Park Municipal Code (BPMC) regarding development standards for Accessory Dwelling Units, Section 19.348.010 (Accessory Dwelling Units and Junior Accessory Dwelling Units) citywide. The project has Statutory Exemption from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 21080.17 of the Public Resources Code CEQA Guidelines.

- RECOMMENDED ACTION: Adopt Resolution recommending City Council approval

## **6: AGENDA FORECAST**

## 7: STAFF REPORTS

## 8: COMMISSION REPORTS

#### **9: ADJOURNMENT**

This agenda contains a brief general description of each item to be considered. Supporting documents are available for review and copying at City Hall or at www.buenapark.com. Supplementary materials distributed to the Planning Commission less than 72 hours before the meeting are posted to the City's website at www.buenapark.com and copies are available for public inspection beginning the next regular business day in the City Clerk's Office. Video streaming of the meeting is available on the City's website. This governing body is prohibited from discussing or taking action on any item which is not included in this agenda; however, may ask clarifying questions, ask staff to follow-up, or provide other direction. The order of business as it appears on this agenda may be modified by the governing body.

In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, contact the City Clerk's Office at (714) 562-3750 or the California Relay Service at 711. Notification at least 48 hours prior to the meeting will enable the City to make arrangements to assure accessibility.

If you would like to participate in any matter of business on the agenda and would like translation in Chinese, Korean, Spanish, Tagalog, or Vietnamese, please contact the **Planning Division at (714) 562-3620 48-hours prior to the meeting**. Residents requiring translation during Oral Communications are encouraged to bring interpreters.

시의제 목록에 있는 정식 안건에 대해 의견을 발표하고 싶으신 경우, 중국어, 한국어, 스패니쉬, 타갈로에 대한 통역사가 필요하시면 시미팅 48 시간전 시서기 오피스로 (714-562-3750) 연락하시면 됩니다. 정식안건이 아닌 주민 발언시간에 발표하실 경우, 본인의 통역사를 직접 모시고 오시면 감사하겠습니다.

Si le gustaría participar en audiencia pública o cualquier asunto de negocios programado en la agenda y necesita traducción en chino, coreano, español, tagalo o vietnamita, comuníquese con la Oficina del Secretario de la Ciudad, 48 horas antes de la reunión al (714) 562-3750. Para participar en los comentarios públicos sobre cualquier otro asunto dentro de la jurisdicción del ayuntamiento, se les recomienda que traiga un intérprete.

I, Ruth Santos, City of Buena Park, do hereby certify, under penalty of perjury under the laws of the State of California that a full and correct copy of this agenda was posted pursuant to Government Code Section 54950 et. seq., at Buena Park City Hall, 6650 Beach Blvd., and uploaded to the City of Buena Park website www.buenapark.com.

Ruth Santos Sr. Administrative Assistant

Date Posted: February 23, 2024

## CITY OF BUENA PARK MINUTES OF CITY PLANNING COMMISSION February 28, 2024

The regular meeting of the Planning Commission of the City of Buena Park convened at 6:30 p.m. on February 28, 2024, in the City Council Chamber, 6650 Beach Boulevard, Buena Park, California, with Chair Judeh presiding.

PRESENT: COMMISSIONERS: Choi, Davis, Diep, Patiño, and Judeh

Matt Foulkes, Director of Community and Economic Development Swati Meshram, Ph.D., AICP, LEED AP, Planning Manager Harald Luna, Senior Planner Ian McAleese, Senior Planner John W. Lam, Assistant City Attorney Deepthi Arabolu, P.E., T.E., Assistant City Engineer Ray Tae, Senior Office Assistant Ruth Santos, Senior Administrative Assistant

## 1. <u>GENERAL</u>

- 1A. CALL TO ORDER
- 1B. ROLL CALL
- 1C. PLEDGE OF ALLEGIANCE

## 2. ORAL COMMUNICATIONS

None

## 3. CONSENT CALENDAR

2A. APPROVAL OF MINUTES – February 14, 2024 Planning Commission Meeting

RECOMMENDED ACTION: Approve

Commissioner Diep moved and Commissioner Judeh seconded the motion to approve the minutes with changes and clarifications submitted to staff.

The motion carried unanimously.

- AYES: 5 COMMISSIONERS: Diep, Judeh, Choi, Davis, and Patiño
- NOES: 0 COMMISSIONER:
- ABSENT: 0 COMMISSIONER:
- ABSTAINED: 0 COMMISSIONER:

## 4. <u>NEW BUSINESS</u>

None

## 5. PUBLIC HEARING

**5A. DEVELOPMENT AGREEMENT NO. DA-23-1, SITE PLAN NO. SP-24-3. AND VARIANCE NUMBER V-23-2** - A request to allow the development of a new six-story, 140room hotel and associated amenities at 7860 Beach Boulevard within the Entertainment Corridor Specific Plan (ECSP) Sub-District C1a (Tourist Commercial, Lodging & Entertainment). The project is Categorically Exempt, pursuant to CEQA Section 15332 (Class 32 In-Fill Development projects). The project applicant is PBR Consulting Services on behalf of KB Acquisitions, LLC.

Assistant City Attorney advised and Chair Judeh recused herself from this item due to possible conflict of interest because she previously worked for the organization whose members are present at this meeting to speak on the project.

Mr. Foulkes presented the staff report.

Commissioner Choi asked about the color scheme of the hotel. Commissioner Patiño asked if the City has received comments about the size of the building and the shadow that it will cast over the adjacent homes during the winter months. He also asked how many jobs will be created by the hotel, and other economic benefits to the City after the hotel is completed.

Mr. Foulkes said the City has not received any comments about possible effects of the building height on adjacent homes from the public on this item. Regarding the economic benefits to the City, he said the hotel will generate revenues through the Transient Occupancy Tax (TOT). The hotel will also provide lodging for tourists who visit Knott's Berry Farm and attractions/restaurants in the City.

Vice Chair Davis opened the public hearing

Jonas Payne, applicant, described the hotel as an extended stay Hilton-branded flag, with larger rooms/suites and kitchenettes that can accommodate visiting families, and stated that Mr. Foulkes will provide the Commission with jobs data after the meeting. He said those are the brand colors and the applicant is open to other suggestions.

Juan Munoz Guevara, Coordinator, Local 11 Hospitality Workers Union, spoke in opposition of the project and about the housing crisis and the need to utilize public assets for the common good.

Elizabeth Galindo, introduced herself as a housekeeper at the Anaheim Hilton, and spoke about the need for affordable housing in the City, so that workers like her can live close to work.

Ada Tomayo, organizer, United Local 11, spoke about the struggles of local workers like her to find affordable housing in the City. In closing, she stated that public lands should be used for housing, instead of hotels.

Vice Chair Davis asked if the applicants and Mr. Foulkes wished to respond to the speakers. The applicants and Mr. Foulkes stated that they had no further response.

Vice Chair Davis closed the public hearing.

The Planning Commission stated that the proposed hotel is an appropriate use for this location, along Beach Boulevard, with a designation of Entertainment Corridor Specific Plan Zone (ECSP) in order to draw people to the City. Having multi-family housing in the ECSP zone would not be a good idea.

Commissioner Diep moved and Vice Chair Davis seconded the motion to adopt the Resolutions recommending City Council approval.

AYES:	4	COMMISSIONERS:	Diep,	Davis,	Choi,	and Patiño
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- NOES: 0 COMMISSIONER:
- ABSENT: 0 COMMISSIONER:
- RECUSED: 1 COMMISSIONER: Judeh

### RESOLUTION NO. 6325 DEVELOPMENT AGREEMENT NO. DA-23-1

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK RECOMMENDING THAT THE CITY COUNCIL APPROVE DEVELOPMENT AGREEMENT NO. DA-23-1 TO DEVELOP SIX-STORY, 140-ROOM HOTEL WITH Α ASSOCIATED PARKING AND SITE IMPROVEMENTS AT 7860 BEACH BOULEVARD (APN: 136-231-35) WITHIN THE ENTERTAINMENT CORRIDOR SPECIFIC PLAN (ECSP), SUB-DISTRICT C1-A, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF BUENA PARK

## RESOLUTION NO. 6326 SITE PLAN NO. SP-24-3

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK RECOMMENDING THAT THE CITY COUNCIL APPROVE A SITE PLAN REVIEW FOR THE DEVELOPMENT OF A SIX-STORY, 140-ROOM HOTEL AND AMENITIES AT 7860 BEACH BOULEVARD, WITHIN THE ECSP (ENTERTAINMENT CORRIDOR SPECIFIC PLAN) LAND USE SUB-DISTRICT C-1A, AND MAKING FINDINGS IN SUPPORT THEREOF

## RESOLUTION NO. 6327 VARIANCE NO. V-23-2

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK RECOMMENDING THAT THE CITY COUNCIL APPROVE VARIANCE NO. V-23-2 TO ALLOW FOR A REDUCTION IN REQUIRED OFF-STREET PARKING, A REDUCTION IN LANDSCAPE SETBACK AND TO ALLOW THE BUILDING TO EXCEED THE MAXIMUM PERMITTED HEIGHT FOR THE DEVELOPMENT OF A SIX-STORY, 140-ROOM HOTEL AND AMENITIES AT 7860 BEACH BOULEVARD, WITHIN THE ECSP (ENTERTAINMENT CORRIDOR SPECIFIC PLAN) LAND USE SUB-DISTRICT C-1A, AND MAKING FINDINGS IN SUPPORT THEREOF

**5B. SITE PLAN NO. SP-22-30** - A request to allow the development of a four-story 9,854 square-foot office building, required off-street parking, landscaping, and other site improvements at 7911 Orangethorpe Avenue. The project is Categorically Exempt, pursuant to Section 15332 (In-Fill Development Projects) Class 32 of the California Environmental Quality ACT (CEQA) Guidelines. The property owner and applicant is Hyung-Joon Sim of Innoproperties, LLC, a California Limited Liability Company, 3611 Lakeview Drive, Fullerton, CA 92835.

Mr. Luna presented the staff report.

The Planning Commission asked questions about the types of offices that can utilize the space, if the building has energy-efficient features, and if parking is sufficient, including visitor parking.

Mr. Luna stated that, as proposed, the project is for general office/professional use. If approved, construction drawing will be submitted for plan check, which requires adherence to energy-efficient measures. He said that the project meets the Zoning Code parking requirement for this use.

There being no other questions of Mr. Luna, Chair Judeh opened the public hearing.

There being no speakers or written communications, Chair Judeh closed the public hearing.

Commissioner Diep moved and Commissioner Davis seconded the motion to adopt the resolution approving Site Plan No. SP-22-30.

AYES:	5	COMMISSIONERS:	Diep, Davis, Choi, Patiño, and Judeh
NOES:	0	COMMISSIONER:	
ABSENT:	0	COMMISSIONER:	
ABSTAINED:	0	COMMISSIONER:	

### RESOLUTION NO. 6328 SITE PLAN REVIEW NO. SP-22-30

## A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING A REQUEST TO CONSTRUCT A NEW FOUR (4) STORY OFFICE BUILDING, OFF-STREET PARKING, LANDSCAPING, AND ASSOCIATED SITE IMPROVEMENTS AT 7911 ORANGETHORPE AVENUE (APNS: 276-362-09, AND -17), AND MAKING FINDINGS IN SUPPORT THEREOF

**5C. TEXT AMENDMENT NO. C-24-3** - A recommendation to the City Council to consider a revision within Title 19 (Zoning) of the Buena Park Municipal Code (BPMC) regarding development standards for fences and walls in the Commercial and Industrial zones Section 19.528 (Fences, Walls, Hedges, and Berms) citywide. The project proponent is the City of Buena Park, 6650 Beach Boulevard, CA 90622. Staff is recommending continuance to the next regularly scheduled Planning Commission meeting of March 13, 2024.

Commissioner Diep moved and Vice Chair Judeh seconded the motion to continue this item to the next regularly scheduled Planning Commission meeting of March 13, 2023.

- AYES: 5 COMMISSIONERS: Diep, Judeh, Choi, Davis, and Patiño
- NOES: 0 COMMISSIONER:
- ABSENT: 0 COMMISSIONER:
- ABSTAINED: 0 COMMISSIONER:

**5D. TEXT AMENDMENT NO. C-24-2** - A recommendation to the City Council to consider a revision within Title 19 (Zoning) of the Buena Park Municipal Code (BPMC) regarding development standards for Accessory Dwelling Units, Section 19.348.010 (Accessory Dwelling Units and Junior Accessory Dwelling Units) citywide. The project proponent is the City of Buena Park, 6650 Beach Boulevard, CA 90622.

Mr. McAleese presented the staff report.

Commissioner Diep asked staff to define major transit stops and if the City utilizes current information that the Transit Commission provides to the Southern California Association of Governments (SCAG) on major transit stops. Vice Chair Davis asked if there is a city limit on the number of ADUs, in aggregate, for the City. Commissioner Choi inquired about the maximum height limits for ADUs. Chair Judeh asked staff for clarification on owner-occupied requirement for ADU.

Staff informed that major traffic stops are defined as bus stops that provide service every 15 minutes during peak commute times. The City utilizes the most recent (2022) high-quality transit corridor map from SCAG. There is no limit on the number of ADUs citywide. The single-family residence detached ADU height limit is 20 feet if located within a half mile of a major transit stop. If attached to a primary dwelling unit, the maximum height limit is 30 feet. Previously, cities could not require owner occupancy for ADUs constructed between

January 2020 to 2025. However, AB 796, eliminated the sunset date, and cities can no longer require owner occupancy for ADUs.

There being no other questions/clarifications, written communication or speakers on the matter, Chair Judeh opened and closed the public hearing and announced that the Commission may ask further questions of staff, make comments, and start deliberations.

Commissioner Diep moved and Commissioner Choi seconded the motion to adopt the resolution approving Text Amendment No. C-24-2.

- AYES: 5 COMMISSIONERS: Diep, Choi, Davis, Patiño, and Judeh
- NOES: 0 COMMISSIONER:

ABSENT: 0 COMMISSIONER:

ABSTAINED: 0 COMMISSIONER:

## RESOLUTION NO. 6329 TEXT AMENDMENT NO. C-24-2

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK RECOMMENDING THAT THE CITY COUNCIL APPROVE ZONING TEXT AMENDMENT NO. C-24-2 AMENDING SECTION 19.348.010 (ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS) OF TITLE 19 (ZONING) OF THE BUENA PARK MUNICIPAL CODE

## 6. <u>AGENDA FORECAST:</u>

Dr. Meshram reported that the next regularly scheduled Planning Commission meeting on March 13, 2024 will include the continued item from tonight's meeting.

## 7. <u>STAFF REPORTS:</u>

Mr. Foulkes informed the Commission of City Council approval of the Housing Overlay Zone, as recommended by the Planning Commission. He also updated the Commission on City Council study sessions on Street Vendor Enforcement and Amendments to the Buena Park Municipal Code Pertaining to Urban Homesteading.

### 8. <u>COMMISSION REPORTS:</u>

Vice Chair Davis reported that she attended the first Black History Month event on February 17 at UCW.

## 9. ADJOURNMENT:

At 7:53 p.m., Chair Judeh adjourned the Planning Commission meeting.

Mirvette Judeh Chair

ATTEST:

Swati Meshram, Ph.D., AICP, LEED AP Planning Manager



## **Planning Commission Agenda Report**

#### DEVELOPMENT AGREEMENT NO. DA-23-1, SITE PLAN NO. SP-24-3, AND VARIANCE NO. V-23-2

A request to allow the development of a new six-story, 140-room hotel and associated amenities at 7860 Beach Boulevard within the Entertainment Corridor Specific Plan (ECSP) Sub-District C1 (Tourist Commercial, Lodging & Entertainment). The project is Categorically Exempt, pursuant to CEQA Section 15332 (Class 32 In-Fill Development Projects).

Meeting	Agenda Group		
Wednesday, February 28, 2024, 6:30 PM	PUBLIC HEARING Item: 5A		
Presented By	Prepared By		
Matt Foulkes	Matt Foulkes, Director of Community and Economic Development		

#### CASE SUMMARY:

Staff Recommendation:	Adopt Resolutions recommending City Council approval
Public Notification:	Published in the Buena Park Independent and 8 public hearing notices mailed by February 16, 2024
Meeting Date:	February 28, 2024
Agenda Item Number:	5A
Property Owner:	City of Buena Park 6650 Beach Boulevard Buena Park, CA 90622-5009
Project Proponent:	PBR Consulting Services 2260 Corporate Circle, Suite 490 Henderson, NV 89074

#### **RECOMMENDATION:**

Staff recommends that the Planning Commission adopt the attached Resolutions recommending that the City Council adopt Ordinances and Resolutions approving a Development Agreement, Site Plan Review and Variances based on the facts and findings provided therein.

#### **PROPERTY INFORMATION:**

The project site consists of an approximately 1.45-acre parcel on the east side of Beach Boulevard 750 feet north of La Palma Avenue. The property is within the Entertainment Corridor Specific Plan (ECSP), Sub-District C-1a and has a General Plan Land Use Designation of Tourist-Entertainment. The site is currently vacant but was previously developed with a Best Inn & Suites motel which was demolished in 2010.

#### SURROUNDING LAND USE CHARACTERISTICS:

The properties to the north, south and west are also located within the ECSP and consist of restaurants and retail uses. Properties to the east of the site are multi-family residential (zoned RM-20) and are accessed from Oleander Circle.

#### **BACKGROUND:**

- The Property was originally acquired by the Buena Park Redevelopment Agency BPRDA in September 2009, with the intent of demolishing a blighted motel for subsequent redevelopment with entertainment, hotel and restaurant uses.
- In February 2012, the BPRDA was dissolved by operation of the Redevelopment Dissolution Law (Health & Safety Code § 34170 et seq.) and ownership of the Property was passed to the Buena Park Successor Agency.

- The Property was included in the Successor Agency's Long-Range Property Management Plan LRPMP that was approved by the Successor Agency Governing Board and the Oversight Board. The LRPMP designated that the Property would be retained by the Successor Agency for future development of a hotel.
- In March 2015, the Successor Agency sold the property to Stanford Hotel, LLC with a land use covenant that required the Developer to construct and operate a high-quality hotel on the property.
- In June 2016, the Buena Park City Council approved a statutory Development Agreement with the Developer which defined the Hotel Project and the Developer's obligation to develop and operate the Hotel on the Property.
- After several years of delays and no ground-up construction, a dispute arose between the City and the Developer
  regarding construction of the Hotel Project in a timely manner. After a review of the Development Agreement and a
  public hearing process, the City Council declared the Developer in default of the land use covenant and Development
  Agreement.
- The City and Developer entered into a Settlement Agreement in July 2021 that resulted in the City repurchasing the Property from the Developer.
- The City released a Request for Proposals (RFP) in February 2022 to solicit proposals for development of the property. The City received thirteen proposals which included hospitality, entertainment, retail and restaurant uses. Based on direction received from the City Council, the City entered into an Exclusive Negotiating Agreement with KB Acquisitions, LLC for the development of the property with a new hotel.

#### **APPLICATION ANALYSIS:**

#### Project Description

The proposed project consists of six-story, 140-room Hilton (Home-2-Suites) hotel and supporting amenities. The narrow parcel frontage and irregular lot shape resulted in the hotel being designed to maximize surface level parking by constructing a podium-style building, to provide parking spaces under the hotel building. A lower-lobby and entrance bagdrop is provided on the ground level while the main lobby, dining/lounge, pool, and primary guest amenities are located on the second level. Floors three through six consist of guest rooms and back-of-house areas for hotel staff. The total building square footage, including the first level podium is 100,006 square feet and the total building height is just under 75-feet to the top of the parapet. Parking is provided along the southern and western edges of the property with additional parking provided under the building for a total of 121 parking spaces, 39 of which are compact spaces.

#### Access/Site Design

Vehicular access to the site will be from a 25-foot-wide driveway on the southern side of the property frontage on Beach Boulevard. Internal circulation is provided from a driveway along the southern edge of the lot which connects to parking along the western property line. Customer and employee vehicles may also access the under-building parking from both the east and west ends of the hotel building. Emergency vehicle access is provided on south, west and east sides of the building and a trash enclosure is provided towards the northwest corner of the lot which has been approved by the City's waste hauler as an acceptable location.

#### <u>Floor Plans</u>

The ground floor contains a primary customer drop-off, as well as storage, fire pump room and other utilities. Stairs and an elevator provide access to the 2<sup>nd</sup> floor which serves as the hotel's primary lobby and amenity space. The 2<sup>nd</sup> floor contains the fitness center, pool deck, lounge, meeting rooms and hotel check-in. 15 hotel rooms are also provided on the 2<sup>nd</sup> floor. Floors three through six contain the remaining 125 rooms in a mixture of single and double, queen and king bedrooms and suites. Each floor is also provided with housing keeping back-of-house and ice machines.

#### Architecture

The architecture is modern in style and consists of a combination of flat roof design with angled parapet and roof features to complement the surrounding commercial developments. The design will incorporate an earth-toned color palette (grey, brown, beige, and white) with small portions of bright green to highlight the hotel's branding. A variety of exterior materials and variations in wall-planes and building heights are incorporated to break up the building massing and provide visual interest. The ground level entrance, 2<sup>nd</sup> level balcony and pool deck will feature large angular canopies to provide shade and architectural interest to the design.

The proposed exterior materials consist of a combination of metallic panels, stucco, decorative fiber cement panels, glass, and concrete. The 2<sup>nd</sup> level pool deck will feature a glass guardrail to allow visibility from the pool deck overlooking Beach Boulevard.

#### Landscaping/Walls

The proposed project provides a total of approximately 11,000 square feet of landscaped area throughout the site. The design and plant materials are consistent with the landscape palette for the Entertainment Corridor and consists of a mixture of mature trees, shrubs, and groundcover. Palm trees are proposed along the project frontage on Beach Boulevard, while Fern Pines are proposed along the northern property line to provide screening and visual separation from the banquet hall property to the north. Brisbane Box and Gold Medallion trees are proposed along the eastern property line to provide additional screening for the multi-family residential properties to the east. Surrounding the pool deck on the 2<sup>nd</sup> floor will be a variety of shrubs including Indian Hawthorne, Lantana and Fortnight Lily.

New 6-foot-tall decorative CMU walls are proposed along the eastern, northern and southern property lines adjacent to the multi-family residential to the east and the commercial developments to the north and south.

#### DISCUSSION:

#### Entitlements Required

The following entitlements are required for this project:

- **Development Agreement** The Entertainment Corridor Specific Plan, land use sub-district C-1a requires a Development Agreement for hotel and entertainment uses.
- **Variances** As proposed, the project does not meet all of the development standards contained in the ECSP. Specifically, variances are requested for building height, parking and landscape setbacks.
- Site Plan Review Chapter 19.128.040 of the Buena Park Municipal Code requires a Site Plan Review for construction of new buildings.

#### Development Agreement

Government Code Section §65865, et seq. authorizes cities to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property. Additionally, the Entertainment Corridor Specific Plan requires the accompaniment of a Development Agreement for hotel uses in the C1-a land use subdistrict. The Development Agreement establishes the rights and obligations of the developer and the City relating to the development of the project, secures the Developer's vested right to development the project in accordance with the requirements of the Development Agreement and the Development Plan. This agreement also provides the City with certainty that the project will be constructed according to the approved plans and in a timely manner according the Schedule of Performance.

For the Planning Commission to recommend that the City Council approve the Development Agreement, it must find that the project, as conditioned, will promote the orderly development of the project area and will preserve the health and safety and welfare of the community. The proposed hotel development is consistent with the intended development pattern in the Entertainment Corridor and is consistent with the Tourist-Entertainment General Plan land use designation. The Project is harmonious with the surrounding commercial properties and is consistent with the General Plan's desired character and expressed vision for the Entertainment Corridor Focus Area which is to support and expand tourism-related uses including lodging, restaurant and entertainment uses.

#### <u>Variances</u>

As proposed, the project requires variances from the Entertainment Corridor Specific Plan development standards related to parking, building height and landscape setback. To accommodate a hotel with a sufficient room-count, amenities and

parking that is desired for the Entertainment Corridor, and to comply with the Building and Fire Codes pertaining to building setbacks from property lines, fire access and fire lane widths, the proposed building height exceeds the development standard for the ECSP. The ECSP building height limit for buildings more than 50-feet from a residential zone is equal to the horizontal distance from the property line to the building face. The proposed building is setback from the rear property line 66-feet, however the proposed hotel is 74-feet, 7-inches tall, exceeding the maximum permitted height by 8-feet, 7-inches.

Additionally, the ESCP requires a 4-foot landscape setback along non-street facing property lines. To maximize the area available for parking and provide the required fire lane width, the landscape setback along the southern property line has been reduced to 3-feet. Lastly, the minimum parking requirement for hotel uses in the ECSP is 1-space per guest room for a required parking of 140-spaces while only 121 parking spaces are provided. A parking analysis was conducted for a prior hotel project proposed at this location which determined that the actual parking demand was less than 1-space per room because the increased use of ride-sharing, total projected occupancy rate of the hotel and likelihood that the end users of the hotel will include families renting multiple rooms while only bringing one car. The variance procedure is provided for the property's size, shape, topography, location, or surroundings where the strict application of the development standards unintentionally discriminates against a particular property. The BPMC specifies the legal findings which must be made in order grant variances as follows:

# 1. There are special circumstances applicable to the subject property such as size, topography, location, or surroundings which result in the strict application of the requirements of this Title depriving the property of privileges enjoyed by other property in the same zone and vicinity.

The subject property contains special circumstances related to both the lot's narrow street frontage and shape which necessitates the variances requested. The property is irregularly shaped with a narrow frontage along Beach Boulevard and widened area along the eastern edge of the property. This lot shape results in a building and site design which cannot meet the development standards prescribed in the ECSP without reducing the building size to below what is financially viable for the site or desired for the Tourist-Entertainment General Plan land use designation or would result in a further reduction in off-street parking or a reduction in landscaping.

## 2. The variance will not grant special privileges to the subject property not enjoyed by other properties in the same zone and vicinity.

The requested variances will allow for the development of the subject property with a hotel use which is permitted in the ECSP subject to approval of a Development Agreement. The requested variances are required for the property to meet minimum Building and Fire Code standards as well as remain financially viable. There is no grant of special privilege that other properties in the same zone could avail themselves of.

## 3. The variance will not produce results detrimental to the public health, safety, or welfare and will not be injurious to other property in the vicinity.

The proposed hotel is consistent with the permitted uses and vision for the Entertainment Corridor and Tourist-Entertainment General Plan land use designation. The project has been designed to minimize impacts on adjacent properties and provides adequate screening for the residential development to the east of the project site. The Hilton Home-2-Suites is a nationally recognized brand which maintains high standards for development and operation. A parking analysis was conducted for a previously proposed hotel development at this location which determined that a reduced parking ratio for the hotel use would not result in spill-over parking issues on adjacent properties.

## 4. The variance will not be contrary to the objectives of the general plan, any applicable specific plan, or the intent of this Title.

The project would implement goals and objectives as envisioned in the ECSP and Tourist-Entertainment General Plan land use designation by adding a high-quality family-oriented hotel to the Entertainment Corridor that will provide additional lodging options to support the tourism activity generated by Knott's Berry Farm, Knott's Soak City, Medieval Times and Pirate's Dinner Adventure.

#### Site Plan Review

The purpose of a Site Plan Review is to review the project's site design, layout, and configuration for conformance with the Buena Park Municipal Code (Title 19 – Zoning). Criteria specified in Section 19.128.040 of the BPMC to approve a Site Plan Review includes findings regarding the project's compliance with Zoning Code and other laws, consistency with the goals and policies of the General Plan, preservation of property values, and appropriateness of site layout and architectural design so as not to negatively impact adjacent properties, traffic, or pedestrian safety. The proposed hotel development as described in the Project Description section of this report, and as depicted on the attached development plans, has been designed to comply with the Buena Park Municipal Code, Building and Fire Codes. Further, the site layout and architectural design is consistent with the City's goals for development within the Entertainment Corridor and will not negatively impact adjacent properties.

#### **ENVIRONMENTAL ASSESSMENT:**

In accordance with the CEQA Guidelines, the City has determined that the proposed project is Categorically Exempt pursuant to Section 15332 of the CEQA Guidelines. Section 15332 (Class 32) consist of projects characterized as in-fill development meeting the following specified criteria:

- The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
- The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.
- The project site has no value as habitat for endangered, rare or threatened species.
- Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
- The site can be adequately served by all required utilities and public services.

The proposed hotel is consistent with the Tourist-Entertainment General Plan land use designation and the permitted uses in the Entertainment Corridor Specific Plan, Sub-district C-1a zoning. The subject property is less than five-acres in size and is surrounded by urban uses along Beach Boulevard. The site is currently vacant, but was previously developed with a 70room motel and has no value for habitat for endangered or threatened species. The proposed project has been reviewed by the City and Orange County Fire Authority and, as conditioned, will not result in any significant effects on traffic, noise, air quality or water quality. Lastly, the site was previously developed with a motel use and is already served by all required utilities and public services.

#### PUBLIC HEARING NOTICES:

Notice of public hearing was posted at City Hall, Buena Park Library, and Ehlers Event Center by February 16, 2024; 8 public hearing notices were mailed to property owners located within 300 feet of the subject property by February 16, 2024, and newspaper notice was published by February 16, 2024. As of the publication of this report, no public comments have been received regarding the proposed actions.

**Prepared by:** Matt Foulkes, Community and Economic Development Director **Presented by:** Matt Foulkes, Community and Economic Development Director

Exhibit A to Attachment 1 - Draft Development Agreement\_7860 Beach Boulevard.pdf

Exhibit B to Attachment 1 - Development Plans Part 1 of 2.pdf

Exhibit B to Attachment 1 - Development Plans Part 2 of 2.pdf

Att 2 - V-23-2 - PC Resolution - Variances.pdf

Att 3 - SP-24-3 PC Resolution - Site Plan Review.pdf

### RESOLUTION NO. \_\_\_\_ DEVELOPMENT AGREEMENT NO. DA-23-1

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK RECOMMENDING THAT THE CITY COUNCIL APPROVE DEVELOPMENT AGREEMENT NO. DA-23-1 TO DEVELOP A SIX-STORY, 140-ROOM HOTEL WITH ASSOCIATED PARKING AND SITE IMPROVEMENTS AT 7860 BEACH BOULEVARD (APN: 136-231-35) WITHIN THE ENTERTAINMENT CORRIDOR SPECIFIC PLAN (ECSP), SUB-DISTRICT C1-A, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF BUENA PARK

### A. <u>Recitals.</u>

(i) PBR Consulting Services, on behalf of KB Acquisitions, LLC, 2260 Corporate Circle, Suite 490, Henderson, NV 89074 ("Developer" or "Applicant") has filed planning applications to redevelop real property located at 7860 Beach Boulevard ("Site") with a six-story, 140-room hotel including 121 parking spaces ("Project"). The Developer submitted applications for a Development Agreement, Site Plan Review and Variances from specified standards in the ECSP.

(ii) The Developer submitted a request to enter into a Development Agreement DA-23-1 with the City to develop a six-story, 140-room hotel, parking and associated site improvements on property located at 7860 Beach Boulevard, in the City of Buena Park, California, (APN: 136-231-35) in the County of Orange. Hereinafter, in this Resolution, the subject Development Agreement DA-23-1 request is referred to as "Development Agreement". The Development Agreement, a substantive form of which is attached hereto as Exhibit "A", establishes the rights and obligations of the Developer and the City relating to the development of the Project, secures the Developer's vested right to development the Project in accordance with the requirements of the Development Agreement and the Development Plan, attached as Exhibit "B" to the Development Agreement.

(iii) The Project's potential environmental impacts were analyzed and it was determined that the project is Categorically Exempt from the provisions of CEQA pursuant to Section 15332 (In-Fill Exemption).

(iv) On February 28, 2024, the Planning Commission conducted a duly noticed public hearing on the application, as required by law, and concluded said hearing prior to the adoption of this resolution.

(v) The Planning Commission has reviewed and considered all elements of the proposed Development Agreement together with the associated information contained therein.

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

Resolution No. \_\_\_\_\_ Development Agreement No. DA-23-1 February 28, 2024 Page 2

B. <u>Resolution</u>.

NOW, THEREFORE, the Planning Commission of the City of Buena Park does hereby find, determine, and resolve as follows:

- 1. In all respects, all the facts as set forth in the Recitals, Part A, of this Resolution are true and correct and are incorporated herein by this reference.
- 2. Based upon substantial evidence presented to the Planning Commission during the above-referenced hearing, including written staff reports, verbal testimony, and Development Plans stamped "RECEIVED NOV. 17, 2023 PLANNING DIV." the Planning Commission hereby finds and recommends the City Council find that Development Agreement No. DA-23-1 will promote the orderly development of the project area along with the public health, safety and welfare.
- 3. The Planning Commission also makes, and recommends the City Council make, the following specific findings in support of Development Agreement DA-23-1.
  - a. The location, design, and proposed hotel development set forth in the Development Agreement and the Development Plan will be compatible with the existing and anticipated development in the vicinity and is consistent with the General Plan. The Site is designated Tourist-Entertainment under the General Plan, which focuses on the entertainment and tourist-related land uses that are unique to Buena Park. The proposed hotel development will redevelop a currently vacant property within the Entertainment Corridor with a high-quality nationally branded hotel for tourists coming to Buena Park. The Project is harmonious with the surrounding commercial development and is consistent with the General Plan's desired character and expressed vision for the Entertainment Corridor Focus Area.
  - b. The Development Agreement will continue to produce an environment of stable and desirable character, will not significantly impact traffic on the surrounding streets, and will include adequate on-site circulation as well as improved pedestrian access.
  - c. The proposed project and improvements will enhance site and area aesthetics. The proposed project and improvements will be compatible with the surrounding development and will enhance site utility. Further, the Development Agreement will promote the orderly development of the project area along with the public health, safety and welfare. The Project is harmonious with the surrounding commercial development and will promote the orderly development of the Site by redeveloping a currently vacant property with a high-quality hotel development.
  - d. In conjunction with the associated Variance and Site Plan Review, the Development Agreement will conform with the City of Buena Park's General Plan and Zoning Ordinance requirements. The proposal will promote the maximum efficient utilization of the site.

- 4. The Planning Commission hereby finds and determines that the Project identified above in this Resolution has been reviewed pursuant to CEQA and it has been determined that the project is Categorically Exempt from CEQA pursuant to Section 15332 (In-Fill).
- 5. The Secretary to the Planning Commission shall:
  - a. Certify to the adoption of this Resolution; and
  - b. Forthwith transmit a copy of this Resolution to the City Council of the City of Buena Park together with all documents prepared with respect to the submitted applications, including the proposed Development Agreement DA-23-1, Site Plan Review No. SP-24-3, and Variance No. V-23-2 prepared for this project and transcripts of any and all hearings conducted with respect to the applications recommended for approval herein.

Chair

ADOPTED AND APPROVED this 28th day of February 2024 by the following called vote:

AYES:	0	COMMISSIONER:	
NOES:	0	COMMISSIONER	
ABSENT:	0	COMMISSIONER:	
ABSTAINED:	0	COMMISSIONER:	
			Mirvette Judeh

ATTEST:

Swati Meshram, PhD, AICP Planning Manager

<u>ATTACHMENTS:</u> Exhibit A – Draft Development Agreement Exhibit B – Development Plans Record At The Request Of And When Recorded Mail To:

Adria M. Jimenez City Clerk 6650 Beach Boulevard Post Office Box 5009 Buena Park, California 90622

### DEVELOPMENT AGREEMENT NO. DA [\_\_\_\_] CONCERNING PROPERTY LOCATED AT 7860 BEACH BOULEVARD (APN 136-231-35), BUENA PARK, CALIFORNIA

THIS DEVELOPMENT AGREEMENT (this "Agreement") is dated for reference this day of \_\_\_\_\_2024 ("Reference Date"), and is entered into by and between KB ACQUISITIONS, LLC, a Nevada limited liability company ("Developer"), and the CITY OF BUENA PARK, a California municipal corporation ("City").

### **RECITALS**

A. City is the owner of certain real property located at 7860 Beach Boulevard, Buena Park, California (APN 136-231-35), as such real property is legally described in **Exhibit "A"** hereto (the "**Property**").

B. By way of that certain Agreement for the Purchase And Sale of Real Property dated \_\_\_\_\_\_\_, 2024 ("Purchase Agreement"), City has agreed to sell and Developer has agreed to buy the Property subject to, among other conditions precedent to the closing, Developer applying for and being issued by City all land use and zoning approvals needed to develop and use the Property as a hotel.

C. The Property is governed by the land use and development regulations of the Buena Park Entertainment Corridor Specific Plan ("ECSP") and the Buena Park Zoning Code ("Zoning Code"), both of which allow a hotel use of the Property provided Developer enters into and City approves a development agreement under authority of California Government Code section 65865 *et. seq.* (the "Development Agreement Law").

D. The Development Agreement Law authorizes cities, and any person with a legal or equitable interest in real property, to enter into binding a development agreement that prescribes the permissible uses and development controls for the subject property, and provides private property owners with vested rights to use and develop the subject property in accordance with the land use polices, rules and regulations existing as of the date of the development agreement.

E. Developer has submitted and City has accepted an application for all land use and zoning approvals needed to develop and use the Property for the "Project" defined hereinbelow. In furtherance of their mutual interests and the benefits offered by the Development Agreement Law the Parties desire to enter into this development agreement pursuant to the Development Agreement Law granting Developer the vested right to use and develop the Property for the Project on the terms and conditions specified herein.

F. The City has duly satisfied all procedural and legal prerequisites to entering into this Agreement including:

1) The potential environmental impacts of the Project have been independently reviewed and evaluated by the City pursuant to the California Environmental Quality Act (Public Resources Code § 21000 *et seq.*, "**CEQA**"), and the City has determined the Project is Categorically Exempt from the provisions of CEQA pursuant to Section 15332 (Class 32 In-fill Exemption) because: the Project is consistent with the applicable general plan and specific plan designation, all applicable policies of those plans, and applicable zoning code regulations; the Property is located within City limits and is less than five acres; the Property was previously developed with a hotel and has no value as habitat for endangered, rare or threatened species; and the Project will not result in any significant effects related to traffic, noise, air quality or water quality and the site is already served by all required utilities and public services ("**CEQA Determination**").

2) On February 28, 2024, the Planning Commission for the City of Buena Park conducted the duly noticed public hearing required by Government Code Section 65867 and thereafter adopted Resolution No. \_\_\_\_\_\_ to: (a) approve Developer's application for a variance excepting the Project from certain development standards of the Zoning Code ("Variance"); (b) approve a Site Plan Review establishing the location of building(s) and associated improvements comprising the Project ("Site Plan Review"); and (c) recommending the City Council for the City of Buena Park ("City Council") make the CEQA Determination and approve this Agreement.

(3) On \_\_\_\_\_, 2024, the City Council conducted the duly noticed public hearing required by Government Code Section 65867, and after considering all public comment, testimony, evidence, and other matters presented at the hearing adopted Ordinance No. \_\_\_\_\_ making certain findings and approving this Agreement in the manner specified by law.

NOW, THEREFORE, City and Developer (at times herein individually a "**Party**" and jointly the "**Parties**") agree as follows:

## **AGREEMENT**

**1.** <u>**Definitions**</u>. In addition to the terms defined in the Recitals, the capitalized terms and phrases used throughout this Agreement shall have the following meaning:

"Applicable Rules" is defined in Section 6.A.

"City Representative" is defined in Section 8.A

"Deed of Trust" is defined in Section 10.A.

"Effective Date" means the date of the recording of this Agreement in the Official Records of the County of Orange.

"Existing Standards" is defined in Section 6.B.

"Force Majeure" means: Acts of God; unusually severe weather; enemy action; civil disturbances; wars; terrorist acts; insurrection; riots; fire; floods; earthquakes; casualties; a local, state, or federal declaration of emergency based on an epidemic or pandemic including any quarantine or other health-related orders, directives, regulations, laws or other requirements implemented in response to such epidemic or pandemic; strikes, walkouts lockouts, and other labor difficulties; regional and enduring breakdown in communication facilities, electrical service, or wireless service; failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body; or mediation, arbitration, litigation, or other administrative or judicial proceeding involving the Existing Standards or this Agreement.

"Lender" is defined in Section 10.A.

"Minor Change" is defined in Section 6.D.

"Permitted Delays" is defined in Section 9.



"Project" means and refers to development of the Property with an approximately 140-room extended stay hotel branded as a Hilton Home2Suites (or an equivalent Upper Midscale brand / chain based on the STR Chain Scales – North America and Caribbean, last updated February 10, 2018), and all associated amenities, landscaping, and other on and off-site improvements comprising the development that is described in Developer's plans and specifications on file with City and dated \_\_\_\_\_\_, 2024, and will be specifically described in the Project Entitlements and final building permits issued by City.

"Project Entitlements" means and refers cumulatively to the Variance, the Site Plan Review, the CEQA Determination, and this Agreement.

"Purchase Agreement" is defined in Recital \_\_\_\_\_, a true and correct of which is on file with City's Community Development Department located at 6650 Beach Boulevard, Buena Park, California 90622

"Reserved Powers" means the following specific City police powers excepted from this Agreement and which are instead reserved to the City, and include the power to enact regulations or take future discretionary actions after the Effective Date that may be in conflict with the Applicable Rules but: (1) pertain to a change in the Permitted Use requested by Developer; (2) are reasonably necessary to protect the public health and safety, and is generally applicable on a Citywide basis; (3) are necessary to protect persons or property from dangerous or hazardous conditions which create a threat to the public health or safety or create a physical risk, so long as the City Council makes findings after a noticed public hearing that: identifies the dangerous or hazardous conditions requiring such regulations; explains why there are no commercially or economically reasonable alternatives to the regulation; and explains how such changes would alleviate the dangerous or hazardous condition; (4) are construction, engineering and design standards for private and public improvements that are applicable on a Citywide basis; or (5) are

required to comply with state or federal laws and regulations (whether enacted previous or subsequent to the Effective Date).

"Schedule of Performance" is the outline of time and milestones set forth in the Section \_\_\_\_\_\_ of the Purchase Agreement for developing and opening of the Project.

"Subsequent Approvals" is defined in Section 6.C.

"Term" is defined in Section 5.

2. <u>Recitals Incorporated.</u> The introductory Recitals are true, correct, and made a material part of this Agreement.

3. <u>Binding Effect of Agreement.</u> As of the Effective Date and continuing for the entire Term, the conditions, terms and provisions of this Agreement are enforceable by the Parties as equitable servitudes affecting the Property, and the whole thereof, constituting covenants running with such Property pursuant to California law including, without limitation, Civil Code Section 1468. Each covenant in this Agreement to act or refrain from acting is for the benefit of or a burden upon the Property, and the whole thereof, run with such Property and shall be binding upon Developer and the successors and assigns of Developer during their respective ownerships of the Property, or any portion thereof. Each and every contract, deed or other instrument executed, covering or conveying the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

4. <u>Relationship of Parties.</u> Each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement, and for purposes of this Agreement the only relationship between the Parties is that of a government entity regulating the development and use of private property.

5. <u>Term of Agreement.</u> The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect expiring at 12:00 a.m. on the day that is twenty (20) years after the Effective Date ("Term"); unless such Term is extended or earlier terminated in the manner permitted by the Development Agreement Law. Notwithstanding the foregoing, so long as there are no material changes to the Project and Developer is not then in material breach of this Agreement the Term shall automatically renew and extend for five (5) consecutive terms of five (5) years each without notice of demand by either Party.

## 6. <u>Development and Use of the Property</u>.

A. <u>Applicable Rules</u>. Developer shall have the vested right to develop and use the Property in the manner permitted by this Agreement, the Project Entitlements, and the Existing Standards ("**Applicable Rules**"); provided that Developer shall obtain any Subsequent Approvals required by governmental entities with jurisdiction over the Property or Project. Subject to City's exercise

of its Reserved Powers, the maximum height and size of the proposed buildings, parking requirements, setbacks, development standards, provisions for reservation or dedication of land for public purposes and location of public improvements, and the design, improvement, construction and other guidelines, standards and specifications applicable to the development and use of the Property shall be those set forth in the Project Entitlements. The payment of fees associated with the construction of the Project, including land use approvals, development fees, building permits, shall be pursuant to those fees in effect as of the Reference Date.

B. <u>Existing Standards.</u> Unless expressly provided otherwise in the Project Entitlements, all substantive and procedural requirements and provisions contained in City's ordinances, specific plans, rules and regulations, including but not limited to the General Plan, ECSP, Municipal Code, or Zoning Code in effect on the Effective Date shall govern use and development of the Property ("**Existing Standards**").

C. <u>Subsequent Approvals</u>. In addition to the Project Entitlements, certain other permits and approvals from City or other governmental agencies with jurisdiction over the Property will be necessary for Developer to construct and operate the Project on the Property including, without limitation: demolition permits, excavation permits, grading permits, building permits, sewer and water connection permits, utility connections, and/or certificates of occupancy ("**Subsequent Approvals**"). The conditions, terms, restrictions, and requirements associated with any Subsequent Approval shall be consistent with the Existing Standards except as otherwise provided in in the Project Entitlements. City shall in good faith review, consider, and make a final determination on any application from Developer for a Subsequent Approval in a manner that is consistent with the Project Entitlements and the Existing Standards. City shall not unreasonably delay or deny Developer's application for any Subsequent Approval unless Developer is in material default of the Project Entitlements.

D. <u>Minor Changes to Project</u>. Upon written application of Developer to City, minor modifications and changes to the Project or Project Entitlements may be approved by the Director of Community Development pursuant to the interdepartmental review process set forth in of Section 19.128100 of the Zoning Code ("Minor Changes"). Minor Changes shall not be deemed to be an amendment to this Agreement under Government Code Section 65868, but any changes or modification to the Project or Project Entitlements other than Minor Changes shall require an amendment to this Agreement pursuant to Government Code Section 65868.

E. Changes in Applicable Rules.

1) <u>Non-Application of Changes in Applicable Rules</u>. The adoption of any subsequent applicable general or specific plan, zoning, subdivision, or building regulation after the Effective Date, or any change in, or addition to, the Applicable Rules that would, absent this Agreement, be applicable to the Property and that conflicts in any way with or is more restrictive than the Applicable Rules shall not be applied to the Property during the Term of this Agreement, unless such changes represent an exercise of the City's Reserved Powers.

2) <u>Changes in Uniform Codes</u>. Notwithstanding any provision of this Agreement to the contrary, the Property and Project shall be subject to changes occurring from time to time in

the provisions of the City's building, fire, seismic, mechanical, plumbing electrical, or similar health and safety regulations which become applicable within the City's jurisdiction, including, but not limited to, the California Building Code and other similar or related uniform codes.

3) <u>Changes Mandated by Federal or California Law</u>. Changes or additions to the Applicable Rules after the Effective Date shall apply to the Project or Property if and to the extent mandated by applicable California or federal law or regulations to be applied. If either Party believes that such a change or addition exists, then the applicable Party shall provide the other Party with a copy of such law or regulation and a statement of the nature of the change and any responsive action required. In the event any such changes in law or regulation prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with such changes.

4) <u>Future Discretionary Approvals</u>. City shall not require Developer obtain any approvals or permits for the Project other than those permits or approvals that are required by the Applicable Rules or Reserved Powers. However, any subsequent discretionary approval initiated by Developer that change the uses, intensity, density, or building height, or decreases the lot area, setbacks, yards, parking or other development standards permitted on the Property by the Project Entitlements shall be subject to the rules, regulations, ordinances and official policies of City then in effect.

5) <u>Future Consistent Enactments</u>. City may apply any and all new ordinances, rules, regulations, plans and specifications adopted after the Effective Date to the Property provided such new rules and regulations apply jurisdiction wide and do not conflict with the Existing Standards or Project Entitlements

F. Timing of Development. With the exception for Permitted Delays, Developer shall commence, pursue without interruption, and complete construction of the Project in accordance with the Schedule of Performance established by the Purchase Agreement. Notwithstanding the foregoing, the Parties acknowledge that Developer cannot at this time predict when or the rate at which the Project will be developed. Developer may, in Developer's sole discretion, build the Project in phases, provided doing so is consistent with the Project Entitlements and Purchase Agreement. Decisions about the timing and phasing of construction depend upon numerous factors not all of which are within the control of Developer, such as market orientation and demand, availability of financing and competition. Because the California Supreme Court held in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), that the failure of the Parties therein to provide for the timing of development permitted a later adopted initiative restricting the timing of development and controlling the Parties' agreement, Developer and City acknowledge and provide for the right of Developer to develop the Project in an order and at a rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment, subject to any restrictions that may exist in the Project Entitlements or Purchase Agreement. Developer shall use its best efforts, in accordance with its own business judgment and taking into consideration market conditions and other economic factors influencing its business decision, to promptly commence construction of the Project after the Effective Date and proceed with construction uninterrupted until complete.

1) <u>Expiration</u>. This Agreement and Developer's vested right to proceed with construction of the Project in accordance with the Applicable Rules shall expire if: (a) construction of the Project is not commenced within six months of the Effective Date; or (b) if building permits expire at any time after issuance and before a final certificate of occupancy is issued for the Project.

2) <u>Extensions</u>. Developer may apply to City for an extension of the deadline to commence or complete construction of the Project prior to expiration of the original deadline. A first-time extension shall be granted by the Director of Community Development if the Director finds, in the exercise of reasonable discretion and based upon substantial evidence, that because of Permitted Delays the original deadline is infeasible or would create a hardship on Developer. For any additional extensions, the Planning Commission, or the City Council on appeal, may in the exercise of reasonable discretion grant an extension (or extensions) of such original deadline with each extension not exceeding one year from the original deadline if the Planning Commission, or the City Council on appeal, finds based on a showing of substantial evidence that, due to Permitted Delays, the original deadline is infeasible or would create a hardship, and such extension would not be materially detrimental to the public health, safety, and welfare in light of the facts and circumstances existing at the time.

G. <u>Permitted Use</u>. The uses allowed on the Property, as well as the density and intensity of such uses, the maximum height and size of proposed buildings, and other terms and conditions applicable to the Property shall be those set forth in the Project Entitlements.

H. <u>Architectural Quality</u>. Developer shall develop the Project by means of materials, workmanship and overall design that will result in a product that is in accordance with the approved plans. The building materials, elevations, surfaces, design, and architectural styling of the Project shall be consistent with that of the Applicable Rules.

I. <u>Public improvements consisting of sidewalk and drive approaches, as set froth in the</u> Project plans and specifications on file with City and dated \_\_\_\_\_\_, 2024, shall be installed by the Developer as part of the Project. City shall reimburse Developer for all documented costs actually incurred by Developer up to the maximum sum of \$\_\_\_\_\_\_. Developer shall comply with California labor and prevailing wage laws in completing said improvements as a condition of reimbursement, and the terms, conditions, and Developer's receipt of such reimbursement shall be documented in a separate reimbursement agreement entered into by the Parties.

7. <u>Cooperation and Implementation by the Parties</u>. City agrees that it is bound to permit the use, intensity of use and density on the Property that are permitted by the Project Entitlements. The City hereby agrees that it will not unreasonably delay, withhold or unreasonably condition any future discretionary action or approval which may be issued by City in order for the Project to proceed, provided that Developer reasonably and satisfactorily complies with all preliminary procedures, actions, payments of fees, and criteria generally required of developers in the City. City further agrees to cooperate with Developer in Developer's endeavors to obtain permits and approvals as may be required from other governmental or quasi-governmental agencies having jurisdiction over the Property or portions thereof (such as, for example, without limitation, public utilities or utility districts and agencies having jurisdiction over transportation facilities and air quality issues), so long as the cooperation by City will not require City to incur any cost, liability or expense without adequate indemnity against or right of reimbursement therefor from Developer.

### 8. <u>Review of Developer's Compliance</u>.

A. <u>Annual Reviews</u>. City shall conduct annual reviews to determine whether Developer is acting in good faith compliance with the provisions of this Agreement pursuant to Government Code Section 65865.1. The costs and expenses of each annual review conducted during the term of this Agreement shall be borne by the Party incurring the cost.

B. <u>Special Reviews</u>. In addition, the City Council may order a special periodic review of Developer's compliance with this Agreement at any time. The cost of such special reviews shall be borne by City, unless such special review demonstrates that Developer is in default under the provisions of this Agreement after any notice and cure period hereunder. In such cases, Developer shall reimburse the City for all out of pocket third party costs incurred in conjunction with the special review.

C. <u>Procedure for Review</u>. The City Manager, or his or her designee ("City **Representative**"), shall conduct the reviews contemplated by this Section to ascertain whether Developer has reasonably complied in good faith with the material terms and conditions of this Agreement during the period for which the review is conducted. The City Representative shall give Developer notice that any such review has been commenced, and shall give Developer at least twenty (20) days after Developer's receipt of such notice to provide such information as Developer deems reasonably relevant to such review. In addition, Developer shall furnish such documents or other information as is reasonably requested by the City Representative.

## D. <u>Result of Review</u>.

1) <u>Compliance</u>. Following such a review, the City Representative shall issue to Developer an executed certificate of compliance covering the period of such review, unless the City finds and determines, on the basis of substantial evidence, that the Developer has not complied in good faith with the terms or conditions of the Agreement.

2) <u>Noncompliance</u>. If, following such a review, City Representative finds and determines, on the basis of substantial evidence, that Developer has not complied in good faith with the terms and conditions of the Agreement, the City Representative shall provide notice to Developer detailing such non-compliance. Upon receipt of such notice, Developer may commence to cure the stated non-compliance in accordance with the terms of this Agreement. If Developer fails to cure the non-compliance within 120 days after receipt of such written notice (or such longer commercially reasonable period provided that Developer has commenced the cure and diligently pursues such cure) pursuant to the terms of this Agreement, City Representative shall notify the Planning Commission, which may recommend to City Council that the Agreement be terminated pursuant to the terms hereof. Developer shall have the ability to dispute any such claim of non-compliance or failure to cure at a public hearing prior to such termination.

3) <u>Effect on Default Procedures</u>. Nothing in this Section shall be interpreted to prevent City from providing Developer with a notice of default hereunder at any time, including any time other than during a periodic review under this Section.

9. <u>Permitted Delays</u>. The time within which either Party shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably and beyond the reasonable control of the Party seeking the delay by a Force Majeure event. (each a "**Permitted Delay**"). An extension of time for any such cause shall be for the period of the Permitted Delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within sixty (60) days of the commencement of the cause. If notice is sent after such sixty (60) day period, then the extension shall commence to run no sooner than sixty (60) days prior to the giving of such notice. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City Manager and Developer. Developer's inability or failure to obtain financing shall not be deemed to be a cause outside the reasonable control of the Developer and shall not be the basis for a Permitted Delay.

### 10. <u>Rights of Lenders Under this Agreement.</u>

A. Should Developer place or cause to be placed any encumbrance or lien on the Property ("**Deed of Trust**"), or any part thereof, the City acknowledges the beneficiary ("**Lender**") of said Deed of Trust shall have the right at any time during the term of this Agreement and the Deed of Trust to:

1) Do any act or thing required of Developer under this Agreement, and any such act or thing done or performed by Lender shall be as effective as if done by Developer;

2) Realize on the security afforded by the Deed of Trust by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security document evidencing the Deed of Trust;

3) Transfer, convey or assign the title of Developer to the Project to any purchaser at any foreclosure sale, whether the foreclosure sale be conducted pursuant to court order or pursuant to a power of sale contained in a Deed of Trust; and

4) Acquire and succeed to the interest of Developer by virtue of any foreclosure sale, whether the foreclosure sale be conducted pursuant to a court order or pursuant to a power of sale contained in a Deed of Trust.

5) Should any Lender require or request an amendment of this Agreement with respect to the rights and remedies granted to a Lender in this Section 10, City hereby agrees to execute and deliver such an amendment so long as the proposed amendment does not materially and adversely affect the rights, powers, and remedies of the City with respect to a default by Developer hereunder.

B. <u>Notice to Lender.</u> City shall give written notice of any default or breach under this Agreement by Developer to Lender (if known by City) and afford Lender the opportunity after service of the notice to:

1) Cure the breach or default within thirty (30) days after service of said notice, where the default can be cured by the payment of money;

2) Cure the breach or default within thirty (30) days after service of said notice where the breach or default can be cured by something other than the payment of money and can be cured within that time; or

3) Cure the breach or default in such reasonable time as may be required where something other than payment of money is required to cure the breach or default and cannot be performed within thirty (30) days after said notice, provided that acts to cure the breach or default are commenced within a thirty (30) day period after service of said notice of default on Lender by City and are thereafter diligently continued by Lender.

C. <u>Action by Lender</u>. Notwithstanding any other provision of this Agreement, a Lender may forestall any action by City for a breach or default under the terms of this Agreement by Developer by commencing proceedings to foreclose its encumbrance or lien on the Project. The proceedings so commenced may be for foreclosure of the encumbrance by order of court or for foreclosure of the encumbrance under a power of sale contained in the instrument creating the encumbrance or lien. The proceedings shall not, however, forestall any such action by the City for the default or breach by Developer unless:

1) They are commenced within thirty (30) days after service on Developer of the notice described hereinabove;

2) They are, after having been commenced, diligently pursued in the manner required by law to completion; and

3) Lender keeps and performs all of the terms, covenants and conditions of this Agreement requiring the payment or expenditure of money by Developer until the foreclosure proceedings are complete or are discharged by redemption, satisfaction or payment.

11. <u>Notices.</u> Any notice required to be given by the terms of this Agreement shall be provided by certified mail, return receipt requested, at the address of the respective parties as specified below or at any other such address as may be later specified by the parties hereto.

To City:	City of Buena Park
	Buena Park City Hall
	ATTN: City Manager
	6650 Beach Boulevard
	Buena Park CA 90622
With Copy To:	Christopher G. Cardinale, City Attorney

	ALVAREZ-GLASMAN & COLVIN 13181 Crossroads Pwky North – Suite 400 City of Industry, CA 91746
To Developer:	C/o Kingsbarn Realty Capital, LLC 1645 Village Center Circle, Suite 200 Las Vegas, NV 89131 ATTN: Anthony Hama With Copy to: General Counsel

**12.** <u>Assignment.</u> Developer's identify, experience, and capacity to complete the Project are important to City, and except as permitted by the Purchase Agreement, . prior to issuance of a final certificate of occupancy for the Project Developer shall not assign or transfer this Agreement or Property, in whole or in party, without the advance written approval of City, which City may grant or deny in the exercise of its sole and independent discretion. Upon and after the issuance of a certificate of occupancy for the Project, Developer shall have the right to sell, mortgage, hypothecate, assign, or transfer the Site to any person or entity at any time. If this Agreement is then in effect, any such transfer shall be conditioned upon the Developer causing to be executed and delivering to the City a fully executed assignment and assumption agreement in a form attached in Exhibit B and shall provide the City with written notice of the effective date of a transfer of any right, title or interest in any portion of the Property within ten (10) days after such effective date. Upon the execution and delivery of the assignment and assumption agreement, Developer shall be released from any prospective liability or obligation under the Agreement with respect to those rights, duties, obligations or interests and real property so transferred. The written assumption by the assignee of all of the obligations of Developer under this Agreement pursuant to any such transfer shall relieve Developer, without any act or concurrence by the City, of its legal duty to perform those obligations except to the extent that Developer is in default with respect to any and all obligations at the time of the proposed transfer.

13. Indemnification. Except as expressly provided in this Agreement, Developer shall, defend, indemnify and hold City and its elected officials, officers, contractors serving as City officials, agents, and employees ("Indemnitees") harmless from liability for damage and/or claims for damage for personal injuries, including death, and claims for property damage, and with respect to all other actions and liabilities under California or federal law for damages caused or alleged to have been caused by reason of Developer's activities in connection with Developer's exercise and enjoyment of rights arising out of this Agreement, and which may arise from the direct or indirect actions or inactions of Developer or of Developer's contractors, agents, employees or any other persons acting or failing to act on Developer's behalf. This defense and indemnity obligation includes payment of attorney's fees and all costs of litigation. City shall have the right to select counsel of its choice. The parties hereby agree to cooperate in defending such action. City will not voluntarily assist in any such third-party challenge or take any position adverse to the Developer in connection with such third-party challenge.

Notwithstanding the foregoing, Developer shall not be liable for, and shall not indemnify any Indemnitee(s) from any liability for damage and/or claims for damage for personal injuries, including death, and claims for property damage, and liabilities for damages to the extent caused

by the intentional misconduct or gross negligence of such Indemnitee(s).

14. <u>Amendments.</u> This Agreement may be amended or canceled, in whole or in part, only by mutual written consent of the parties and then in the manner provided for in California Government Code § 65868, *et seq.*, or successor provisions thereto.

15. <u>Enforcement</u>. In the event of a default under the provisions of this Agreement by Developer, City shall give written notice to Developer (or its successor) by registered or certified mail addressed at the address stated in this Agreement. If such violation is not corrected to the reasonable satisfaction of City within thirty (30) days after such notice is given, or if not corrected within such reasonable time as may be required to cure the breach or default if said breach or default cannot be cured within thirty (30) days (provided that acts to cure the breach or default must be commenced within said thirty (30) days and must thereafter be diligently pursued by Developer), then City may, without further notice, declare a default under this Agreement and, upon any such declaration of default, City may bring any action necessary to specifically enforce the obligations of Developer growing out of the operation of this Agreement, apply to any court, state or federal, for injunctive relief against any violation by Developer of any provision of this Agreement, or apply for such other relief as may be appropriate. Before sending a notice of default in accordance with this, the party asserting that the other party has failed to perform or fulfill its obligations under this Agreement shall first attempt to meet and confer with the other Party to discuss the alleged failure and shall permit such Party a reasonable period, but not less than thirty (30) days, to respond to or cure such alleged failure.

A. Event of Default. Developer is in default under this Agreement upon the happening of one or more of the following events or conditions.

1) If a material warranty, representation or statement is made or furnished by Developer to City and is false or proved to have been false in any material respect when it was made;

2) If a finding and determination is made by City following an annual or special review, upon the basis of substantial evidence, that Developer has not complied in good faith with any material terms and conditions of this Agreement, after notice and opportunity to cure as described in this Section 15 hereinabove; or

3) A breach by Developer of any of the provisions or terms of this Agreement, after notice and opportunity to cure as provided in this Section 15 above.

B. <u>No Waiver of Remedies</u>. City does not waive any claim of defect in performance by Developer if on periodic review City does not enforce this Agreement. With the exceptions of Permitted Delays, nonperformance by Developer shall not be excused because performance by Developer of the obligations herein contained would be unprofitable, difficult or expensive or because of a failure of any third party or entity, other than City. Subject to the limitations expressly set forth in this Agreement, all remedies at law or in equity which are not otherwise provided for in this Agreement are available to the Parties to pursue in the event that there is a breach of this Agreement. No waiver by City of any breach or default under this Agreement shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

C. <u>City Not Liable For Damages.</u> Except for the payment of attorney's fees in accordance with Section 16.A. this Agreement, City shall not be liable in damages to the Developer, or to any assignee, transferee or any other person, unless caused by any intentional misconduct or gross negligence of City. Otherwise, the Parties agree that in the event of a breach of this Agreement, each of the Parties hereto may pursue the following: (a) specific performance; (b) suits for declaratory or injunctive relief; (c) suits for mandamus or special writs; or (d) cancellation of this Agreement. The Parties hereby warrant that each enters into this Agreement due to an action taken by the electorate of the City in the exercise of the reserved powers of citizen initiative and referendum, this Agreement shall be modified or suspended to the extent required by California Government Code Section 65869.5 and the Developer's right to seek specific performance, a writ of mandate, or other mandatory relief shall be limited by such force as the action taken by the electorate may have in light of state law as determined by any court of competent jurisdiction, in which case the Developer's principal remedy shall lie in reformation of this Agreement.

### 16. Miscellaneous Terms.

A. <u>Attorneys' Fees</u>. In any court proceedings arising from the enforcement or to interpret this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees and experts' fees incurred during the proceeding (including appeals) as may be fixed within the sound discretion of the court.

B. <u>Binding Effect.</u> This Agreement shall bind, and the benefits and burdens hereof shall inure to, the respective Parties hereto and their legal representatives, executors, administrators, successors and assigns, wherever the context requires or admits.

C. <u>Applicable Law and Venue</u>. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Venue for any action or litigation brought for breach or to enforce any provision of this Agreement shall be the Superior Court of the County of Orange, California.

D. <u>Partial Invalidity</u>. If any provisions of this Agreement is be deemed to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. In the event of any litigation challenging the effectiveness of this Agreement, or any portion hereof, this Agreement shall remain in full force and effect while such litigation, including any appellate review, is pending, unless otherwise ordered by the court.

E. <u>Recordation</u>. This Agreement shall, at the expense of Developer, be recorded in the Official Records of the County Recorder of the County of Orange within ten (10) business days following adoption of the Ordinance. Upon the expiration of the terms of this Agreement, upon the request of the Developer, City will execute and deliver to Developer, in recordable form, an instrument confirming that the provisions of this Agreement have expired.

F. Time of Essence. Time is of the essence in every provision hereof in which time is a factor

G. Integrated Agreement. This Agreement consists of this Agreement together with all Exhibits attached hereto, and referenced documents, and all of the same are hereby incorporated herein by reference. The provisions of this Agreement shall govern over any inconsistent or conflicting provisions set forth in the Exhibits or incorporated documents, or in any other agreement between the parties. No representation or promise, verbal or written, not expressly set forth herein shall be binding or have any force or effect.

IN WITNESS WHEREOF, this Agreement has been executed by the parties and shall be effective on the Agreement Date set forth hereinabove.

CITY OF BUENA PARK,	
	a Municipal Corporation
Dated:	By:
ATT	Mayor
AIII	Adria M. Jimenez, City
	Clerk City of Buena Park
Approved as to form:	Clerk City of Buena Fark
City Attorney	Der
	By:(Developer)
	(Developer)
Dated:	By:
Dated:	By:

Exhibit A LEGAL DESCRIPTION



### Exhibit B

#### FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDING REQUESTED BY
CITY CLERK
OF THE CITY OF BUENA PARK
(Exempt from Recording Fees
Pursuant to Government Code
Section 27383)
AND WHEN RECORDED MAIL TO:

### ASSIGNMENT AND ASSUMPTION AGREEMENT RELATIVE TO f FOR [

THIS ASSIGNMENT AND **ASSUMPTION** GREEMENT (hereinafter, the "Assignment") is entered into this day of 20 , by and ("Assignor") between and а 'Assignee"). , a RECITALS

A. \_\_\_\_\_\_, a \_\_\_\_\_ and the City of Buena Park, a California charter city and municipal corporation of the State of California (the "City"), entered into that certain Development Agreement (the "Agreement") dated as of \_\_\_\_\_\_, 20\_\_\_ for reference purposes, with respect to certain real property owned by Assignor, as such property is more particularly described in the Agreement (the "Property"). The Agreement was recorded in the Official Records of the Orange County on \_\_\_\_\_\_ as Document No. \_\_\_\_\_.

B. The Agreement provides that, subject to the terms and requirements set forth therein, Developer (Assignor) has the right to: (i) transfer all or a portion of the Property, (ii) assign all of its rights, title, interest and obligations under the Agreement to a transferee with respect to the portions of the Property transferred to the transferee, and (iii) upon the execution and delivery of an approved Assignment and Assumption Agreement, to be released from any prospective liability or obligation under the Agreement with respect to those rights, duties, obligations or interests and real property so Transferred, except as otherwise provided in the Agreement.

C. Assignor intends to convey certain real property as more particularly identified and described on <u>Exhibit A</u> attached hereto (hereafter the "**Transferred Property**") to Assignee. The Transferred Property is subject to the Agreement.

D. Assignor desires to assign and Assignee desires to assume Assignor's right, title, interest, burdens and obligations under the Agreement with respect to and as related to the Transferred Property, as more particularly described below.

### ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. <u>Defined Terms</u>. Initially capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Agreement.

2. <u>Assignment of Agreement</u>. Assignor hereby assigns to Assignee, effective as of the later of (i) Assignor's conveyance of the Transferred Property to Assignee or (ii) the date on which City receives a copy of the fully executed Assignment and Assumption Agreement, all of the rights, title, interest, burdens and obligations of Assignor under the Agreement with respect to the Transferred Property (the "Assigned and Assumed Obligations"). Assignor retains all the rights, title, interest, burdens and obligations under the Agreement with respect to (i) the Transferred Property that are not Assumed and Assigned Obligations and (ii) all other portions of the Project Site owned by Assignor.

3. <u>Assumption of Development Agreement</u>. Assignee hereby assumes, effective as of Assignor's conveyance of the Transferred Property to Assignee, all of the Assigned and Assumed Obligations with respect to the Transferred Property and agrees to observe and fully perform, and to be subject to, all of the Assumed and Assigned Obligations. The parties intend that, upon the execution of this Assignment and conveyance of the Transferred Property to Assignee, Assignee shall become the "Owner" under the Agreement with respect to the Transferred Property and the Assigned and Assumed Obligations.

4. <u>Reaffirmation of Indemnifications</u>. Assignee hereby consents to and expressly reaffirms any and all indemnifications of the City set forth in the Agreement, including without limitation Section \_\_\_\_\_ of the Agreement.

5. <u>Binding on Successors</u>. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

6. <u>Notices</u>. The notice address for Assignee under Section \_\_\_\_\_ of the Agreement shall be:

Attn: \_\_\_\_\_

With copy to:

Attn:			

7. <u>Counterparts</u>. This Assignment may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

8. <u>Governing Law</u>. This Assignment and the legal relations of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to its principles of conflicts of law.

IN WITNESS HEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR: [insert signature block]

ASSIGNEE: [insert signature block]



### RESOLUTION NO. \_\_\_\_\_ VARIANCE NO. V-23-2

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK RECOMMENDING THAT THE CITY COUNCIL APPROVE VARIANCE NO. V-23-2 TO ALLOW FOR A REDUCTION IN REQUIRED OFF-STREET PARKING, A REDUCTION IN LANDSCAPE SETBACK AND TO ALLOW THE BUILDING TO EXCEED THE MAXIMUM PERMITTED HEIGHT FOR THE DEVELOPMENT OF A SIX-STORY, 140-ROOM HOTEL AND AMENITIES AT 7860 BEACH BOULEVARD, WITHIN THE ECSP (ENTERTAINMENT CORRIDOR SPECIFIC PLAN) LAND USE SUB-DISTRICT C-1A, AND MAKING FINDINGS IN SUPPORT THEREOF.

### A. <u>Recitals.</u>

(i) PBR Consulting Services, on behalf of KB Acquisitions, LLC, 2260 Corporate Circle, Suite 490, Henderson, NV 89074 ("Developer" or "Applicant") has filed planning applications for a Development Agreement, Site Plan Review, and Variances to redevelop real property located at 7860 Beach Boulevard ("Site") with a six-story, 140room hotel including 121 parking spaces ("Project"). Variance No. V-23-2 is requested to allow a reduction in the required landscape setback, a reduction in required off-street parking spaces and to allow a building which exceeds the maximum permitted height in the Entertainment Corridor Specific Plan. Hereinafter referred to as the "application".

(ii) On February 28, 2024, the Planning Commission conducted a duly noticed public hearing on the application, 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. <u>Resolution</u>.

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

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

2. Based upon substantial evidence presented to the Planning Commission during the above-referenced hearing, including written staff reports, verbal testimony, business plan, and development plans dated "RECEIVED NOV. 17, 2023 PLANNING DIV.", the Planning Commission hereby specifically finds as follows:

# a. Finding: There are special circumstances applicable to the subject property such as size, topography, location, or surroundings which result in the strict

# application of the requirements of this Title depriving the property of privileges enjoyed by other property in the same zone and vicinity.

**Fact:** The subject property contains special circumstances related to both the lot's narrow street frontage and shape which necessitates the variances requested. The property is irregularly shaped with a narrow frontage along Beach Boulevard and widened area along the eastern edge of the property results in the building and site design which cannot meet the development standards prescribed in the ECSP without reducing the building size to below what is financially viable for the site or desired for the Tourist-Entertainment General Plan land use designation or further reducing the amount of off-street parking or landscape setbacks.

# b. Finding: The variance will not grant special privileges to the subject property not enjoyed by other properties in the same zone and vicinity.

**Fact:** The requested variances will allow for the development of the subject property with a hotel use which is permitted in the ECSP subject to a Development Agreement. The requested variances are required for the property to meet minimum Building and Fire Code standards as well as remain financially viable. There is no grant of special privilege that other properties in the same zone could avail themselves of.

# c. Finding: The variance will not produce results detrimental to the public health, safety, or welfare and will not be injurious to other property in the vicinity.

**Fact:** The proposed hotel is consistent with the permitted uses and vision for the Entertainment Corridor and Tourist-Entertainment General Plan land use designation. The project has been designed to minimize impacts on adjacent properties and provides adequate screening for the residential development to the east of the project site. The Hilton Home-2-Suites is a nationally recognized brand which maintains high standards for development and operation. A parking analysis was conducted for a previously proposed hotel development at this location which determined that a reduced parking ratio for the hotel use would not result in spill-over parking on adjacent properties.

# d. Finding: The variance will not be contrary to the objectives of the general plan, any applicable specific plan, or the intent of this Title.

**Fact:** The project would implement goals and objectives as envisioned in the ECSP and Tourist-Entertainment General Plan land use designation by adding a high-quality family-oriented hotel to the Entertainment Corridor that will provide additional lodging options to support the tourism activity generated by Knott's Berry Farm, Knott's Soak City, Medieval Times and Pirate's Dinner Adventure.

3. The Planning Commission hereby finds and determines that the project identified above in this Resolution is found to be Categorically Exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Class 32, Section 15332 – In-Fill Development.

4. Based upon the findings and conclusions set forth in paragraphs 1, 2, and 3, above, the Planning Commission hereby approves the application subject to the plans dated "RECEIVED NOV. 17, 2023 PLANNING DIV.", and the following conditions set forth in paragraph 5 of this Resolution.

5. The following conditions are deemed necessary to protect the public health, safety, and general welfare and are reasonable and proper in accordance with the purpose and intent of the Buena Park City Code:

### PUBLIC WORKS DEPARTMENT

### DESIGN CONDITIONS

- 1. Property owner shall dedicate a 10-foot easement along the Beach Boulevard frontage to for street purposes. A plat map and legal description shall be prepared by registered civil engineer or licensed surveyor. All cost associated with preparation of these documents and County recording shall be responsible by applicant.
- 2. Grading, storm drain, street, sewer, water, and erosion control plans shall be prepared by a registered engineer, at a minimum scale of 1" = 40', and on 24" by 36" sheets. Any proposed improvements shall be designed and constructed per City Standards. Any existing improvements in the public right-of-way, adjacent to project parcel frontage, that are not in compliance with the Americans with Disabilities Act (ADA) shall be removed and reconstructed or added to meet the ADA requirements and must comply with City Standards.
- 3. Traffic Impact fees shall be in accordance with City Resolution 9726 and the latest City Fee Schedule. Sewer, water, and stormwater impact fees shall be per the latest City Fee Schedule.
- 4. All proposed utility connections shall be made to the City water and sewer systems in accordance with the City Code, standards and applicable Federal, State and County regulations.
- 5. A hydrology and/or hydraulics study, prepared by a registered engineer, shall be submitted for approval when drainage is altered and/or there is a net increase of the stormwater for the proposed project. The storm drain system shall be designed and constructed for a minimum of a 25-year flood per the County of Orange standards. It shall be privately owned and maintained.
- 6. Driveway approaches, sidewalks, curb and gutter or pavement along the project frontage that are lifted, fractured or failing shall be removed and replaced per City standards.
- 7. All existing public facilities in conflict with new improvements shall be relocated at no cost to the City, with the exception of the driveway reconfiguration on the north side of the subject property. Property owner shall dedicate, or cause to be dedicated all easements needed to accommodate the relocation, modification or installation of facilities to be maintained by the City or any public utility company.

- 8. Prior to issuance of grading or building permits, permit applicant shall submit for approval, a Water Quality Management Plan (WQMP) specifically identifying Best Management Practices (BMPs) that will be used on site to control pollutant run-offs. This WQMP shall identify the structural and non-structural measures detailing implementation of BMP's whenever they are applicable to the project. The design criteria and templates are can be found online at the City of Buena Park Public Works Engineering Department (buenapark.com/city departments/public works/ engineering services/water quality management plans.php.
- 9. Prior to the issuance of grading permit for projects that will result in soil disturbance of one acre or more of land, a copy of the Notice of Intent (NOI) and assigned Waste Discharge Identification (WDID) number from the State Water Resources Control Board shall be submitted to the City. Projects subject to this requirement shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP). A copy of the approved SWPPP by the State Water Resources Control Board shall be kept at the project site and be made available for the City upon request. The assigned WDID number must appear on the cover sheet of the grading plan.
- 10. The proposed trash enclosure shall accommodate bins for organic, recycling, and trash per Senate Bill 1383.

### PERMIT ISSUANCE CONDITIONS:

- 11. All fees, deposits, and bonds associated with improvements required by the Public Works Department shall be paid prior to the issuance of permits for construction. The fee amounts are specified in the City Fee Schedule.
- 12. Before exercising any right or performing any obligation pursuant to any permit issued by the Public Works Department, the developer/contractor shall obtain a City Business License and submit required insurance certificates.
- 13. A Transportation Hauling permit shall be obtained to operate or move a vehicle or combination of vehicles or special mobile equipment of a size or weight of vehicle or load exceeding the maximums specified in the California Vehicle Code (CVC) and the Caltrans Transportation Permit Manual.
- 14. Prior to final release of the project by the Public Works Department, or the refund of any cash deposits, the developer/contractor shall provide the City with a warranty bond to be held by the City for a period of one (1) year, for all public facilities and improvements.
- 15. Prior to the grant of occupancy by the City or commencement for the approved use, all improvements required by the Public Works Department shall be completed.

### CONSTRUCTION CONDITIONS:

16. The applicant/contractor shall be responsible for protecting all existing horizontal and vertical survey controls. Any survey controls disturbed during construction shall be reset per Orange County Surveyor Standards after construction.

- 17. All trash collection services needed during construction or after project completion shall be obtained from the City's authorized provider.
- 18. All utility connections, street improvements, and any other work performed in the public right-of-way will require a traffic control plan prepared per the City of Buena Park Public Works Department requirements. The cost of the design and implementation of the traffic control plans shall be borne by the project proponent.
- 19. An Engineered Grading and Utility Certification shall be certified by the project engineer. Each phase of construction, fill and soil compaction, rough grading including pad elevations, final grading, utilities, and Water Quality Management Plan shall be certified by the project engineer and submitted to the City.
- 20. Prior to issuance of occupancy, applicant shall demonstrate all structural BMPs have been constructed in conformance with the approved WQMP.

### ORANGE COUNTY FIRE AUTHORITY

**Plan Submittal:** The applicant or responsible party shall submit the plan(s) listed below to the Orange County Fire Authority for review. Approval shall be obtained on each plan prior to the event specified.

- 1. Prior to OCFA clearance of a final map or issuance of a precise grading permit or a building permit, if a grading permit is not required.
  - a. Fire Master Plan (service code PR145)
  - b. Alternate methods and materials (AM&M) request (PR910) for access, hose pull and aerial staging deficiencies consistent with the approved conceptual design provided to OCFA on November 15, 2023.
- 2. Prior to issuance of a building permit:
  - a. Architectural (service codes PR200-PR285)
  - b. Use of firewalls to separate the structure into separate buildings.
  - c. All stairwells to reach roof level.
  - d. Underground piping for private hydrants and fire sprinkler systems (service code PR470-PR475)
  - e. Fire sprinkler system (service codes PR400-PR465)
- 3. *Prior to concealing interior construction:* 
  - a. Fire alarm system (service code PR500-PR520)
  - b. Emergency voice/alarm communication system
  - c. Hood and duct extinguishing system for commercial kitchen equipment if proposed (service code PR335)

Specific submittal requirements may vary from those listed above depending on actual project conditions identified or present during design development, review, construction, inspection, or occupancy. Portions of the project that are deferred shall be subject to the codes, standards, and other applicable requirements in force on the date that the deferred plan is submitted to OCFA.

Standard notes, guidelines, informational bulletins, submittal instructions, and other information related to plans reviewed by the OCFA may be found by visiting ocfa.org on the Planning and Development Section homepage.

- 4. Temporary/Final Occupancy Inspections: Prior to issuance of temporary or final certificate of occupancy, all OCFA inspections shall be completed to the satisfaction of the OCFA inspector and be in substantial compliance with codes and standards applicable to the project and commensurate with the type of occupancy (temporary or final) requested. Inspections shall be scheduled at least five days in advance by calling OCFA Inspection Scheduling at 714-573-6150.
- 5. Lumber-drop Inspection: After installation of required fire access roadways and hydrants, the applicant shall receive clearance from the OCFA prior to bringing combustible building materials on-site. Call OCFA Inspection Scheduling at (714) 573-6150 with the Service Request number of the approved fire master plan at least five days in advance to schedule the lumber drop inspection.

### BUILDING DIVISION

- 1. The project shall comply with state and federal disabled access requirements.
- 2. The project shall comply with the California Building Codes as adopted and amended by the City of Buena Park Municipal Code, Title 15.
- 3. The building/buildings shall be fully fire-sprinklered as required by the City of Buena Park Municipal Code, Title 1, and the California Building Code.
- 4. A geotechnical investigation report prepared by a qualified geotechnical engineer is required. The applicant shall submit this report for review and approval prior to the issuance of building permits. It is recommended that the applicant submit the geotechnical report to the City early in the design phase to avoid delays later in the project.
- 5. The construction plans require professional preparation. Submit plans and structural calculations prepared by a California registered engineer or architect.
- 6. After the public hearing appeal period ends, applicant shall submit three (3) sets of construction plans to the Building Division for plan check in order to obtain required building permits.
- 7. All portions of the proposed building above the first story shall maintain a minimum 12 foot setback from any overhead power lines.
- 8. New buildings 10,000 square feet and over, shall require a completed commissioning plan in accordance with Section 5.410 of the California Green Building Standards Code.

#### POLICE DEPARTMENT CONDITIONS OF APPROVAL

1. Prior to certificate of occupancy, the developer shall install closed-circuit security cameras in the common open spaces and parking areas (covered and uncovered) with a minimum of 90-day retention schedule.

### PLANNING DIVISION

- 1. This approval shall be for the construction of a 6-story, 140-room hotel with variances from the Entertainment Corridor Specific Plan development standards for building height, parking and landscape setbacks on a 1.45-acre parcel located at 7860 Beach Boulevard in substantial compliance with plans stamped "RECEIVED NOV. 17, 2023 PLANNING DIV.", except as modified herein.
- 2. Concurrent with the plan submittal to Building Plan Check, the developer shall submit color and material samples for the exterior of the building to the Planning Division. Exterior materials provided shall match the material callouts shown on the approved plans or a comparable alternative.
- 3. Concurrent with the plan submittal for Building Plan Check, the developer shall submit a site photometric plan that depicts the equivalent of (1) foot-candle minimum illumination throughout the parking areas. All luminaries shall be designed, shielded, or aimed in such a manner so as not to produce glare upon adjacent properties or rights of way. Lighting fixtures shall be decorative in nature and complement the building design/architecture.
- 4. All landscaped areas shall be separated from adjacent vehicular areas by a masonry wall or cement concrete curb a minimum of 6-inches in height, or by cement or masonry walkway. It shall be the responsibility of the developer to submit to the Public Works Department such plans as are necessary to ensure the installation of curbs or walls do not detrimentally affect drainage.
- 5. Concurrent with the plan submittal for Building Plan Check, the plans shall include design for the proposed trash enclosure. The trash enclosure shall be designed to match the architectural design of the building including materials and coloration, and painted to match the building.
- 6. All required new utility services, equipment, including transformers, gas meter, "J" boxes, and similar devices shall be screened with landscaping as shown on the conceptual landscape plans.
- 7. Landscaping/irrigation/sprinkler plans shall be submitted to the Planning Division for review and be approved prior to the issuance of building permits. Landscaping as approved and provided with an automatic and permanent sprinkler system shall be considered a part of this plan and shall be installed and maintained as a condition of the use. All landscaping/irrigation/sprinkler plans shall comply with the City of Buena Park Water Efficiency Landscape Ordinance, Title 13, Chapter 13.30 of the Buena Park Municipal Code.

- Landscaping shall consist of a variety of trees, shrubs (15-gallon minimum) and groundcover, generally consistent with the conceptual planting plan stamped RECEIVED NOV 17, 2023 PLANNING DIV."
- 9. Dead or dying plants or trees, shall be promptly replaced with plants or trees, as applicable, comparable in size and species. All irrigation shall on an electronic timer and shall be maintained in fully operable, non-leaking condition.
- 10. An ornamental masonry wall, a minimum of 6-feet-high, measured from the highest finished grade, shall be constructed and maintained along the north, south and east perimeter property lines (adjacent to properties zoned RM Medium Density Multifamily Residential). Standard gray or pink block CMU shall not be considered as ornamental masonry. No block wall construction shall occur until a grading plan has been approved by the Public Works Department if required. Double walls shall be avoided if possible, and if not possible, the gap between all double walls shall be sealed to the satisfaction of the City. All existing block walls to remain shall be repaired as necessary and painted to match project color scheme.
- 11. All required double check valve assemblies located within public view shall be strategically screened through the use of landscaping or fencing to the satisfaction of the City.
- 12. The applicant and/or property owner shall ensure that a copy of the Planning Commission resolution of approval be reproduced on the first page of construction drawings and shall be distributed to all design professionals, contractors, and subcontractors participating in the construction phase of the project.
- 13. If any legal action or other proceeding is instituted by a third party or parties, other governmental entity or official challenging the validity of any provision of the Project Approvals, environmental determination, or entitlements, Owner and City shall cooperate in defending any such action. City shall notify Owner of any such legal action against City within ten (10) working days after City receives service of process, except for any petition for injunctive relief, in which case City shall notify Owner immediately upon receipt of notice thereof. Owner shall indemnify, hold harmless and defend City, and its officers, employees or agents with respect to any claim or lawsuit brought to challenge the validity or enforcement of the Project Approvals, the Negative Declaration, or this Development Agreement, instituted by a third party or another governmental entity or official; provided, however, that if the City fails to cooperate in the defense, Owner shall not thereafter be responsible for City's defense. Owner shall pay all of City's defense costs including, without limitation, court costs, attorneys' fees, and expert witness fees. Owner shall promptly pay all monetary awards, judgments, verdicts, court costs, and attorneys' fees that may be awarded in such action. City shall be entitled to select counsel to conduct its defense in any such action; provided, however, that City shall instruct such counsel to cooperate with Owner as provided herein.

PASSED AND ADOPTED this 28<sup>th</sup> day of February 2024 by the following called vote:

- NOES: 0 COMMISSIONER:
- ABSENT: 0 COMMISSIONER:
- ABSTAIN: 0 COMMISSIONER:

ATTEST: Swati Meshram, PhD, AICP, LEED AP Planning Manager

### AFFIDAVIT OF ACCEPTANCE:

I/We do hereby accept all of the conditions contained in this document and all other conditions imposed by Variance No. V-23-2 and do agree that I/We shall conform with and abide by all such conditions.

Owner Signature	Owner Printed Name	Date		
Applicant Signature	Applicant Printed Name	Date		

### RESOLUTION NO. \_\_\_\_\_ SITE PLAN NO. SP-24-3

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK RECOMMENDING THAT THE CITY COUNCIL APPROVE A SITE PLAN REVIEW FOR THE DEVELOPMENT OF A SIX-STORY, 140-ROOM HOTEL AND AMENITIES AT 7860 BEACH BOULEVARD, WITHIN THE ECSP (ENTERTAINMENT CORRIDOR SPECIFIC PLAN) LAND USE SUB-DISTRICT C-1A, AND MAKING FINDINGS IN SUPPORT THEREOF.

### A. <u>Recitals.</u>

(i) PBR Consulting Services, on behalf of KB Acquisitions, LLC, 2260 Corporate Circle, Suite 490, Henderson, NV 89074 ("Developer" or "Applicant") has filed planning applications for a Development Agreement, Site Plan Review and Variance to redevelop real property located at 7860 Beach Boulevard ("Site") with a six-story, 140-room hotel including 121 parking spaces ("Project"). Site Plan Review SP-24-3 is required pursuant to Buena Park Municipal Code Section 19.128.040 for any new construction.

(ii) On February 28, 2024, the Planning Commission conducted a hearing on the application and concluded said hearing prior to the adoption of this Resolution.

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

### B. <u>Resolution.</u>

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

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

2. Based upon substantial evidence presented to the Planning Commission during the above-referenced hearing, including written staff reports, verbal testimony, and development plans dated "RECEIVED NOV 17, 2023 PLANNING DIV.", the Planning Commission hereby specifically finds as follows:

- a. **FINDING:** The proposed development meets all applicable requirements of this Title and other laws.
  - **FACT:** The proposed hotel, as conditioned, and subject to approval of the required variances for building height, landscape setback and parking, complies with all other applicable requirements of the General Plan, Zoning, Fire and Building Codes.
- b. **FINDING:** The site arrangement and improvements will not be detrimental to the existing and intended character of the area as defined by the General Plan, any applicable specific plans, and this Title.

- **FACT:** The site arrangement and improvements will not be detrimental to the existing and intended character of the Entertainment Corridor and Tourist-Entertainment General Plan land use designation. The proposed hotel has been designed, subject to approval of variances, to meet the development standards for the ESCP.
- c. **FINDING:** Property values will be conserved.
  - **FACT:** The hotel and accompanying amenities are proposed on a currently vacant property and will not only preserve, but greatly improve the property values for the surrounding properties within the Entertainment Corridor.
- d. **FINDING:** Effective and satisfactory methods are provided to protect nearby structures and activities from noise, vibration, and other adverse environmental effects generated by the subject development.
  - **FACT:** The proposed hotel has been reviewed for conformance with the California Environmental Quality Act and it has been determined that the project qualifies for a Categorical Exemption pursuant to Section 15332 (In-Fill Development). Further, walls, landscaping, building orientation and design features have been included to ensure nearby structures are not adversely affected by noise, vibration or other environmental effects.
- e. **FINDING:** The exterior architectural design is in reasonable harmony with the architectural character of the area.
  - **FACT:** The architecture is modern in style and consists of a combination of flat roof design with angled parapet and roof features to complement the surrounding commercial developments. The design will incorporate an earth-toned color palette (grey, brown, and white) with small portions of bright green to highlight the hotel's branding. A variety of exterior materials and variations in wall-planes and building heights are incorporated to break up the building massing and provide visual interest. The ground level entrance, 2<sup>nd</sup> level balcony and pool deck will feature large angular canopies to provide shade and architectural interest to the design.
- f. **FINDING:** The arrangement and design for pedestrian and vehicular traffic will minimize congestion and protect pedestrian and vehicular safety.
  - **FACT:** The arrangement and design for pedestrian and vehicular traffic will continue to minimize congestion and protect pedestrian and vehicular safety for the subject property as well as surrounding properties. Vehicular access to the project will be from a proposed 25-foot-wide driveway located towards the southern portion of the property frontage on Beach Boulevard. Internal circulation is provided from a driveway along the southern edge of the lot which connects to parking along the western property line. Customer and employee vehicles may also access the under-building parking from both the east and west ends of the property. Emergency access is provided on three sides of the building and a trash enclosure is provided towards the

northwest corner of the lot which has been approved by the City's waste hauler as an accessible location.

3. The Planning Commission hereby finds and determines that the project identified above in this Resolution is categorically exempt from the requirements of the California Environmental Quality Act of 1970, as amended, and the Guidelines promulgated thereunder pursuant to Class 32 Section 15332 (In-Fill Development).

4. Based upon the findings and conclusions set forth in paragraphs 1, 2, and 3 above, this Planning Commission hereby recommends that the City Council approves the application subject to the plans dated "RECEIVED NOV 17, 2023 PLANNING DIV." as modified herein and the following reasonable conditions set forth in paragraph 5 of this Resolution.

5. The following conditions are deemed necessary to protect the public health, safety, and general welfare and are reasonable and proper in accordance with the purpose and intent of the Buena Park City Code.

### PUBLIC WORKS DEPARTMENT

### **DESIGN CONDITIONS**

- 1. Property owner shall dedicate a 10-foot easement along the Beach Boulevard frontage to for street purposes. A plat map and legal description shall be prepared by registered civil engineer or licensed surveyor. All cost associated with preparation of these documents and County recording shall be responsible by applicant.
- 2. Grading, storm drain, street, sewer, water, and erosion control plans shall be prepared by a registered engineer, at a minimum scale of 1" = 40', and on 24" by 36" sheets. Any proposed improvements shall be designed and constructed per City Standards. Any existing improvements in the public right-of-way, adjacent to project parcel frontage, that are not in compliance with the Americans with Disabilities Act (ADA) shall be removed and reconstructed or added to meet the ADA requirements and must comply with City Standards.
- 3. Traffic Impact fees shall be in accordance with City Resolution 9726 and the latest City Fee Schedule. Sewer, water, and stormwater impact fees shall be per the latest City Fee Schedule.
- 4. All proposed utility connections shall be made to the City water and sewer systems in accordance with the City Code, standards and applicable Federal, State and County regulations.
- 5. A hydrology and/or hydraulics study, prepared by a registered engineer, shall be submitted for approval when drainage is altered and/or there is a net increase of the stormwater for the proposed project. The storm drain system shall be designed and constructed for a minimum of a 25-year flood per the County of Orange standards. It shall be privately owned and maintained.
- 6. Driveway approaches, sidewalks, curb and gutter or pavement along the project frontage that are lifted, fractured or failing shall be removed and replaced per City standards.

Resolution No. \_\_\_\_\_ Site Plan No. SP-24-3 February 28, 2024

- 7. All existing public facilities in conflict with new improvements shall be relocated at no cost to the City, with the exception of the driveway reconfiguration on the north side of the subject property. Property owner shall dedicate, or cause to be dedicated all easements needed to accommodate the relocation, modification or installation of facilities to be maintained by the City or any public utility company.
- 8. Prior to issuance of grading or building permits, permit applicant shall submit for approval, a Water Quality Management Plan (WQMP) specifically identifying Best Management Practices (BMPs) that will be used on site to control pollutant run-offs. This WQMP shall identify the structural and non-structural measures detailing implementation of BMP's whenever they are applicable to the project. The design criteria and templates are can be found online at the City of Buena Park Public Works Engineering Department (buenapark.com/city\_departments/public\_works/engineering\_services/water\_quality\_management\_plans.php.
- 9. Prior to the issuance of grading permit for projects that will result in soil disturbance of one acre or more of land, a copy of the Notice of Intent (NOI) and assigned Waste Discharge Identification (WDID) number from the State Water Resources Control Board shall be submitted to the City. Projects subject to this requirement shall prepare and implement a Stormwater Pollution Prevention Plan (SWPPP). A copy of the approved SWPPP by the State Water Resources Control Board shall be kept at the project site and be made available for the City upon request. The assigned WDID number must appear on the cover sheet of the grading plan.
- 10. The proposed trash enclosure shall accommodate bins for organic, recycling, and trash per Senate Bill 1383.

### PERMIT ISSUANCE CONDITIONS:

- 11. All fees, deposits, and bonds associated with improvements required by the Public Works Department shall be paid prior to the issuance of permits for construction. The fee amounts are specified in the City Fee Schedule.
- 12. Before exercising any right or performing any obligation pursuant to any permit issued by the Public Works Department, the developer/contractor shall obtain a City Business License and submit required insurance certificates.
- 13. A Transportation Hauling permit shall be obtained to operate or move a vehicle or combination of vehicles or special mobile equipment of a size or weight of vehicle or load exceeding the maximums specified in the California Vehicle Code (CVC) and the Caltrans Transportation Permit Manual.
- 14. Prior to final release of the project by the Public Works Department, or the refund of any cash deposits, the developer/contractor shall provide the City with a warranty bond to be held by the City for a period of one (1) year, for all public facilities and improvements.
- 15. Prior to the grant of occupancy by the City or commencement for the approved use, all improvements required by the Public Works Department shall be completed.

#### CONSTRUCTION CONDITIONS:

- 16. The applicant/contractor shall be responsible for protecting all existing horizontal and vertical survey controls. Any survey controls disturbed during construction shall be reset per Orange County Surveyor Standards after construction.
- 17. All trash collection services needed during construction or after project completion shall be obtained from the City's authorized provider.
- 18. All utility connections, street improvements, and any other work performed in the public right-of-way will require a traffic control plan prepared per the City of Buena Park Public Works Department requirements. The cost of the design and implementation of the traffic control plans shall be borne by the project proponent.
- 19. An Engineered Grading and Utility Certification shall be certified by the project engineer. Each phase of construction, fill and soil compaction, rough grading including pad elevations, final grading, utilities, and Water Quality Management Plan shall be certified by the project engineer and submitted to the City.
- 20. Prior to issuance of occupancy, applicant shall demonstrate all structural BMPs have been constructed in conformance with the approved WQMP.

### ORANGE COUNTY FIRE AUTHORITY

- **Plan Submittal:** The applicant or responsible party shall submit the plan(s) listed below to the Orange County Fire Authority for review. Approval shall be obtained on each plan prior to the event specified.
- 1. Prior to OCFA clearance of a final map or issuance of a precise grading permit or a building permit, if a grading permit is not required:
  - a. Fire Master Plan (service code PR145)
  - b. Alternate methods and materials (AM&M) request (PR910) for access, hose pull and aerial staging deficiencies consistent with the approved conceptual design provided to OCFA on November 15, 2023.
- 2. Prior to issuance of a building permit:
  - a. Architectural (service codes PR200-PR285)
  - b. Use of firewalls to separate the structure into separate buildings.
  - c. All stairwells to reach roof level.
  - d. Underground piping for private hydrants and fire sprinkler systems (service code PR470-PR475)
  - e. Fire sprinkler system (service codes PR400-PR465)
- 3. *Prior to concealing interior construction:* 
  - a. Fire alarm system (service code PR500-PR520)
  - b. Emergency voice/alarm communication system
  - c. Hood and duct extinguishing system for commercial kitchen equipment if proposed (service code PR335)

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- Specific submittal requirements may vary from those listed above depending on actual project conditions identified or present during design development, review, construction, inspection, or occupancy. Portions of the project that are deferred shall be subject to the codes, standards, and other applicable requirements in force on the date that the deferred plan is submitted to OCFA.
- Standard notes, guidelines, informational bulletins, submittal instructions, and other information related to plans reviewed by the OCFA may be found by visiting ocfa.org on the Planning and Development Section homepage.
- 4. Temporary/Final Occupancy Inspections: Prior to issuance of temporary or final certificate of occupancy, all OCFA inspections shall be completed to the satisfaction of the OCFA inspector and be in substantial compliance with codes and standards applicable to the project and commensurate with the type of occupancy (temporary or final) requested. Inspections shall be scheduled at least five days in advance by calling OCFA Inspection Scheduling at 714-573-6150.
- 5. Lumber-drop Inspection: After installation of required fire access roadways and hydrants, the applicant shall receive clearance from the OCFA prior to bringing combustible building materials on-site. Call OCFA Inspection Scheduling at (714) 573-6150 with the Service Request number of the approved fire master plan at least five days in advance to schedule the lumber drop inspection.

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- 3. The building/buildings shall be fully fire-sprinklered as required by the City of Buena Park Municipal Code, Title 1, and the California Building Code.
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1. Prior to certificate of occupancy, the developer shall install closed-circuit security cameras in the common open spaces and parking areas (covered and uncovered) with a minimum of 90-day retention schedule.

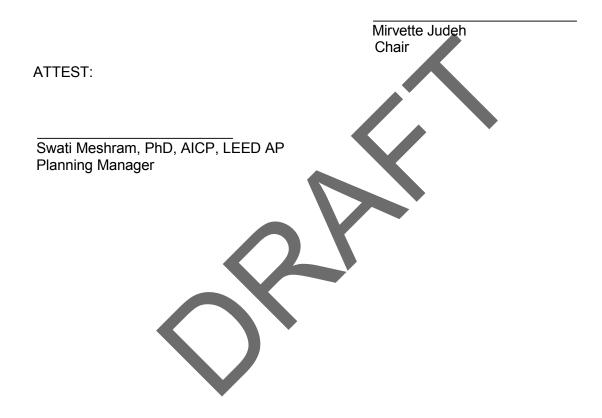
## PLANNING DIVISION

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- 8. Landscaping shall consist of a variety of trees, shrubs (15-gallon minimum) and groundcover, generally consistent with the conceptual planting plan stamped RECEIVED NOV 17, 2023 PLANNING DIV."
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- 13. If any legal action or other proceeding is instituted by a third party or parties, other governmental entity or official challenging the validity of any provision of the Project Approvals, environmental determination, or entitlements, Owner and City shall cooperate in defending any such action. City shall notify Owner of any such legal action against City within ten (10) working days after City receives service of process, except for any petition for injunctive relief, in which case City shall notify Owner immediately upon receipt of notice thereof. Owner shall indemnify, hold harmless and defend City, and its officers, employees or agents with respect to any claim or lawsuit brought to challenge the validity or enforcement of the Project Approvals, the Negative Declaration, or this Development Agreement, instituted by a third party or another governmental entity or official; provided, however, that if the City fails to cooperate in the defense, Owner shall not thereafter be responsible for City's defense. Owner shall pay all of City's defense costs including, without limitation, court costs, attorneys' fees, and expert witness fees. Owner shall promptly pay all monetary awards, judgments, verdicts, court costs, and attorneys' fees that may be awarded in such action. City shall be entitled to select counsel to conduct its defense in any such action; provided, however, that City shall instruct such counsel to cooperate with Owner as provided herein.

PASSED AND ADOPTED this 28<sup>th</sup> day of February 2024 by the following called vote:

- AYES: 0 COMMISSIONER:
- NOES: 0 COMMISSIONER:
- ABSENT: 0 COMMISSIONER:
- ABSTAIN: 0 COMMISSIONER:



Resolution No. \_\_\_\_\_ Site Plan No. SP-24-3 February 28, 2024

## AFFIDAVIT OF ACCEPTANCE:

I/ We do hereby accept all of the conditions contained in this document and all other conditions imposed by Site Plan No. SP-24-3 and do agree that I/We shall conform with and abide by all such conditions.

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

Printed Name and Signature Owner / Applicant





# **Planning Commission Agenda Report**

#### SITE PLAN NO. SP-22-30

A request to allow the development of a four (4) story 9,854 square-foot office building, required off-street parking, landscaping, and other site improvements located at 7911 Orangethorpe Avenue. The project is Categorically Exempt, pursuant to Section 15332 (In-Fill Development Projects) Class 32 of the California Environmental Quality Act (CEQA) Guidelines.

Meeting	Agenda Group
Wednesday, February 28, 2024, 6:30 PM	PUBLIC HEARING Item: 5B
Presented By	Prepared By
Harald Luna	Harald Luna, Senior Planner

#### CASE SUMMARY:

Staff Recommendation:	Adopt Resolution approving Site Plan Review No. 22-30
Public Notification:	30 public hearing notices mailed and posted on February 15, 2024
Meeting Date:	February 28, 2024
Agenda Item Number:	5B
Property Owner and Applicant:	Innoproperties, LLC Hyung-Joon Sim 3611 Lakeview Drive Fullerton, CA 92835

#### **RECOMMENDATION:**

Staff recommends that the Planning Commission adopt the attached Resolution approving Site Plan Review No. SP-22-30.

#### **PROPERTY INFORMATION:**

The project site consists of two (2) contiguous vacant parcels located at 7911 Orangethorpe Avenue with a total combined site area of approximately 0.34-acres. The site is located on the northeast corner of Orangethorpe and Brenner Avenues. The properties have a General Plan Land Use designation of General Mixed-Use and a Zoning designation of CG (Commercial General). A Floor Area Ratio of up to one (1.0) is permitted in the GMU Land Use category. The site is within the Entertainment Corridor North Focus Area, which is envisioned as a "world-class" entertainment mixed-use center that functions as a central gathering place for residents and visitors. Entertainment uses, high-density residential, and commercial uses are envisioned to be integrated with pedestrian plazas and public gathering places.

#### SURROUNDING LAND USE CHARACTERISTICS:

The property to the north is developed with single-family residential dwelling, has a General Plan Land Use designation of General Mixed-Use and is zoned RS-6 (One-Family Residential). The property to the east is developed with a hotel, has a General Plan Land Use designation of General Mixed-Use and is zoned CG (Commercial General). The properties to the south, across Orangethorpe Avenue, are developed with commercial service buildings, and a restaurant, have a General Plan Land Use designation of Tourist Entertainment and are zoned CG (Commercial General). The properties to the west, across Brenner Avenue, are developed with a multi-story commercial retail/entertainment development (The Source at Buena Park) which also includes a Hotel, has a General Plan Land Use designation and zoning district of BOMUSP (Beach Orangethorpe Mixed Use Specific Plan).

#### APPLICATION ANALYSIS:

Project Description

The proposed project consists of a four (4)-story office building with a total height of forty-five (45) feet, containing a total gross floor area of approximately 9,854 square feet; twenty-four (24) off-street parking spaces, landscaping, and other site improvements. The proposed office building will be situated towards the south portion of the site and will front Orangethorpe Avenue. Open parking will be provided along the northern edge of the property with additional at-grade covered parking provided under the building. New landscaping will be provided throughout the site and will include a minimum ten (10') foot wide landscape planter along the entire north property line that will contain enhanced landscaping with mature trees to buffer the project site from the adjacent single-family residence. Other project features include new fencing and decorative site lighting.

#### Floor Plan

The proposed office building is comprised of four (4) floor levels having a total gross area of 9,854 square feet. The first floor will have a total gross floor area of 980 square feet and will consist of a lobby area with two (2) separate entrances from the public right-of way and parking lot areas, an elevator, two (2) separate staircase rooms, a mail box room, an electrical room, and a storage room. The second through fourth floor levels, will each have a total gross floor area of 2,958 square feet and consist of the office space, restrooms, corridor, staircase areas and elevator. The second floor level has a total usable office floor area of 1,840 square feet, and the third and fourth floor levels each have a total usable office floor area of 2,038 square feet. The proposed office building will provide a total combined usable office floor area of 5,916 square feet.

#### Access/Site Design/Parking

The project site has direct vehicular access from a proposed twenty-five (25') foot wide two-way driveway located along at the west side of the site along Brenner Avenue. The internal site circulation has been designed to adequately accommodate on-site vehicular access, emergency and trash service vehicle circulation, and access to the required off-street parking areas. A new trash enclosure is provided towards the northwest portion of the site within the parking lot area which has been conceptually approved by the City's waste hauler as an acceptable location for servicing.

In compliance with the maximum allowed building height and minimum required setback yard areas, the proposed office building has been designed to provide a minimum setback of fifty-four (54') feet from the north property line, twenty-two feet - six inches (22'-6") from both the west and south property lines, and approximately twenty (20') feet from the east property line which meet and exceed the minimum required building setbacks.

The Buena Park Municipal Code (BPMC) requires office uses to provide four (4) parking spaces per 1,000 square feet gross floor area. Additionally, for structures serving multiple tenants, a common pedestrian concourse, common lobby, common service and mechanical rooms, and common public restrooms shall not be considered as part of the gross floor area. Therefore, based on the total combined usable office gross floor area of 5,916 square feet, the office building will require a total of twenty-four (24) off-street parking spaces. The proposed project, as designed, includes a total of twenty-four (24) parking spaces comprised of sixteen (16) standard parking spaces, seven (7) compact parking spaces, and one (1) accessible parking space, meeting the minimum off-street parking requirements for the proposed four (4) story office building development.

#### Landscaping/Fencing

The proposed project will provide a total of approximately 4,358 square feet of landscaping throughout the development, including along Brenner Avenue to buffer the off-street parking area from the adjacent public right-of-way area. The minimum required ten (10') foot landscape setback area along the north portion of the site will feature mature trees and enhanced landscaping to provide privacy and a visual buffer from the adjacent existing single-family home. As conditioned, tree sizes will be a mixture of 15-gallon, 24-inch box, mature specimen trees in a 36-inch box size up to 48-inch box along the entire north property line.

The existing perimeter two (2') foot to six (6') foot high, CMU block walls located along the north and east property lines will be maintained and, as conditioned, will be stucco treated and painted to match the building to provide the additional required buffer to the adjacent single-family dwelling located to the north of the subject site. New six (6') foot high wrought-iron fencing with a vehicle sliding

gate and pedestrian gates will be provided across the driveway, within the parking lot area, and between the east building elevation and the rear (east) property line to secure the parking lot area during non-business hours.

#### **Architecture**

The proposed building design will feature a variety of materials incorporating a distinctive modern design that will establish an architectural presence through emphasis on building finish materials and consistent material usage.

The proposed exterior materials consist of a combination of dark grey painted smooth finish stucco, metal panel siding, decorative stone tile, and exterior decorative accent building mounted lighting. Significant vertical articulation along with change in building elevation materials and glazing has been provided to reduce the massing of the building elevations. The building incorporates a flat roof with parapet walls. The building's south and west elevations will feature a prominent floor to ceiling glass curtain wall on the second through fourth floor levels to emphasize the building's office area and in an effort to further break up the massing of the buildings elevations nearest to the street. Additional design features are provided on the north elevation with the variation of window placement and sizing in an effort to create a visually appealing structure when viewed from the residential neighbors located to the north. The roof top mounted mechanical equipment will be further screened with a decorative 42-inch high metal louvered enclosure screen walls that will be painted in a light grey color.

#### **DISCUSSION:**

Pursuant to BPMC Section 19.512.010 (Uses Permitted), office uses are permitted by right within the CG (Commercial General) zoning district. Section 19.128.040 (Site Plan Review) of the City of Buena Park Municipal Code (BPMC) requires Planning Commission review and approval for construction of any new building via the Site Plan Review process. As proposed, the project meets all the criteria of the BPMC for the structure and the use, including lot size, FAR, height, parking, landscaping, setbacks, and screeening. The site layout provides the most feasible buffer between the new structure and the existing residential dwelling to the north. The design is in harmony with the architectural character of the area, particularly The Source building to the west, the hotel building to the east and the single-family dwelling to the north. The subject vacant parcels, as conditioned, will be consolidated into one (1) parcel. Other improvements to the site include street dedication and improvements along Orangethorpe Avenue and Brenner Avenue, new site lighting, parking lot, fencing, and landscaping.

The proposed office development, as conditioned, is consistent with the goals and policies of the General Plan and complies with all development standards for an office building development within the CG (Commercial General) zone.

#### ENVIRONMENTAL ASSESSMENT:

The project is Categorically Exempt, pursuant to Section 15332 (In-Fill Development Projects) Class 32 of the State California Environmental Quality Act (CEQA) Guidelines, because the project is (a) is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; (b) occurs within city limits on a project site of no more than five (5) acres substantially surrounded by urban uses; (c) has no value as habitat for endangered, rare or threatened species; (d) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and, (e) can be adequately served by all required utilities and public services.

#### PUBLIC HEARING NOTICES:

Notice of public hearing was posted at Buena Park City Hall, Buena Park Library, and Ehlers Event Center on February 15, 2024; and 30 public hearing notices were mailed to property owners located within 300 feet of the subject property on February 15, 2024. As of the publication of this report, no comments have been received.

Prepared by: Harald Luna, Senior Planner Reviewed and Approved by: Swati Meshram, PhD, AICP, LEED AP, Planning Manager Presented by: Harald Luna, Senior Planner

# Attachments

- Att 1 Planning Commission Resolution for Site Plan No. SP-22-30.pdf
- Att 2 DEVELOPMENT PLANS STAMPED RECEIVED FEB 20 2024 PLANING DIV.pdf
- Att 3 SP-22-30 PROJECT NARRATIVE.pdf
- Att 4 VICINITY MAP.pdf

## RESOLUTION NO. SITE PLAN REVIEW NO. SP-22-30

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK, CALIFORNIA, APPROVING A REQUEST TO CONSTRUCT A NEW FOUR (4) STORY OFFICE BUILDING, OFF-STREET PARKING, LANDSCAPING, AND ASSOCIATED SITE IMPROVEMENTS AT 7911 ORANGETHORPE AVENUE (APNS: 276-362-09, AND -17), AND MAKING FINDINGS IN SUPPORT THEREOF

## A. <u>Recitals.</u>

(i) Hyung-Joon Sim of Innoproperties, LLC, applicant and property owner, 3611 Lakeview Drive, Fullerton, CA 92835, has filed an application for a Site Plan Review No. SP-22-30 to allow the development of a new four (4) story office building with its required off-street parking, landscaping and associated on- and off-site improvements for the property located at 7911 Orangethorpe Avenue in Buena Park, California, 90621, in the County of Orange (APNs: 276-362-09, and -17). Hereinafter in this Resolution, the subject Site Plan Review request is referred to as the "application."

(ii) On February 28, 2024, the Planning Commission conducted a duly noticed public hearing on the application, as required by law, and concluded said hearing prior to the adoption of this Resolution.

(iii) The Planning Commission has reviewed and considered all components of the proposed Site Plan No. SP-22-30 and concluded its public hearing prior to adoption of this resolution.

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

## B. <u>Resolution</u>.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF BUENA PARK, does hereby finds, determines and resolves as follows:

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

2. Based upon substantial evidence presented to the Planning Commission during the above-referenced hearing, including written staff report, verbal testimony, and the Site Plan Review No. SP-22-30 Development Plans stamped "RECEIVED FEB 20 2024 PLANNING DIV.," this Commission hereby specifically finds, determines, and resolves as follows:

## Site Plan Review

- a. **FINDING:** The proposed development meets all applicable requirements of this Title and other laws.
  - **FACT:** The proposed four (4) story office building development is a permitted use within the CG (Commercial General) zone, as

conditioned, will meet all applicable requirements of the General Plan and Zoning Ordinance, and other laws. The proposal will comply with site area, lot coverage, building setbacks, building height, floor area, off-street parking, circulation, landscaping, building materials, and other applicable requirements.

- b. **FINDING:** The site arrangement and improvements will not be detrimental to the existing and intended character of the area as defined by the General Plan, any applicable specific plans, and this Title.
  - **FACT:** The General Plan land use designation of the subject properties is General Mixed-Use. The site arrangement and improvements will not be detrimental to the existing and intended character of the surrounding neighborhood since site arrangement provides the required setbacks for the adjacent uses. The site arrangement, building design, as well as the associated improvements will maintain and blend with the overall mixed-use character of the area.
- c. **FINDING:** Property values will be conserved.
  - **FACT:** The proposed four (4)-story office building development, will not negatively impact the properties in question nor will it negatively impact surrounding properties since the investment in the currently vacant properties will elevate the property's aesthetics. All improvements meet the Buena Park Municipal Code requirements for the CG (Commercial General) zone as well as the applicable Goals and Policies for the General Mixed-Use Land Use designation of the General Plan for the purpose of promoting high-quality design that is compatible with adjacent properties.
- d. **FINDING:** Effective and satisfactory methods are provided to protect nearby structures and activities from noise, vibration, and other adverse environmental effects generated by the subject development.
  - **FACT:** The proposed four (4)-story office building will not create any detrimental effects on the environment since the area was planned for commercial developments, including office uses byright, in an urban in-fill area.
- e. **FINDING:** The exterior architectural design is in reasonable harmony with the architectural character of the area.
  - **FACT:** The exterior architectural design is in reasonable harmony with the architectural character of the surrounding area. All the building materials, colors, and finishes proposed for the four (4)-story office building development are in harmony with the surrounding area. As conditioned, the proposed four (4)-story

office building will enhance the visual integrity of the subject property as well as the surrounding area.

- f. **FINDING:** The arrangement and design for pedestrian and vehicular traffic will minimize congestion and protect pedestrian and vehicular safety.
  - **FACT:** The arrangement and design for pedestrian and vehicular traffic will continue to minimize congestion and protect pedestrian and vehicular safety for the subject property as well as surrounding properties. A single twenty-five (25') foot two-way driveway will be provided at the west side of the property along Brenner Avenue. Additionally, designated "paths of travel" have also been provided to ensure pedestrian access and safety into the office building off of Orangethorpe Avenue and Brenner Avenue.

3. The Planning Commission herby finds and determines that the application, as identified above in this Resolution, is Categorically Exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15332 (In-Fill Development Projects) Class 32 of Title 14 of the California Code of Regulations, because the application is (a) is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; (b) occurs within city limits on a project site of no more than five (5) acres substantially surrounded by urban uses; (c) has no value as habitat for endangered, rare or threatened species; (d) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality; and, (e) can be adequately served by all required utilities and public services.

4. Based upon the findings and conclusions set forth in paragraphs 1, 2, and 3, above, the Planning Commission hereby approves Site Plan Review No. SP-22-30 development plans stamped "RECEIVED FEB 20 2024 PLANNING DIV.," as modified herein and the following conditions set forth in paragraph 5 of this Resolution.

5. The following conditions are deemed necessary to protect the public health, safety, and general welfare and are reasonable and proper in accordance with the purpose and intent of the Buena Park City Code:

## PUBLIC WORKS DEPARTMENT:

 The existing parcels encompassed by the project shall be consolidated through a lot merger in accordance with the City Code and Subdivision Map Act. Plat map and legal description shall be prepared by registered civil engineer or licensed surveyor. All cost associated with preparation of these documents and County recording shall be responsible by applicant.

Easements shall be dedicated as needed to accommodate all public utilities. The size and location of each easement shall be subject to the approval of the underlying utility owner. Permanent structures will not be allowed to encroach into any easement unless authorized by the underlying utility owner.

Resolution No. Site Plan Review No. SP-22-30 February 28, 2024

- 2. The following plans and/or information shall be prepared and submitted in accordance with City standards:
  - a. Grading/Utility Plan
  - b. Erosion Control Plan
  - c. Hydrology/hydraulics Study
  - d. Water Quality Management Plan (WQMP)
- 3. All existing public facilities in conflict with new improvements shall be relocated at no cost to the City. Property owner shall dedicate, or cause to be dedicated all easements needed to accommodate the relocation, modification or installation of facilities to be maintained by the City or any public utility company.
- 4. The project site must be graded as not to adversely impact the adjacent properties. An Engineering Grading Certification shall be submitted to Engineering Division when grading is complete. The Certification form shall be obtained from the Engineering Services Division. The project RCE/geotechnical engineer shall initiate and prepare the certification, duly signed, wet stamped with date of expiration of registration.
- 5. New public improvements to include the following:
  - a. Remove two existing driveway approaches along the Orangethorpe Avenue frontage and replace with sidewalk, curb and gutter to match existing per City Standard Plans.
  - b. Construct a 25-foot wide curb return type driveway approach on Brenner Avenue frontage per City Std. 213.
  - c. Install sod and automatic irrigation system within the parkway landscaping area on Brenner Avenue frontage. The property owner shall be responsible for ongoing maintenance of this landscaped area.
  - d. Provide an engineering study for any proposed sewer and water connections to the City system. The study shall be prepared by a registered civil engineer for the approval of the City Engineer. The proposed utility connections shall be made to the City water and sewer systems in accordance with the City Code, standards and applicable federal, state and county regulations.
  - e. The storm drain system shall be designed and constructed for at minimum of a 25year flood per the Orange County standards. The storm drain system shall be privately owned and maintained.
- 6. Should more than one trench cut be required in the street to install utility lines, the entire project street frontage shall be either slurry sealed or grinded and capped with AC to the nearest lane line to the satisfaction of the City Engineer.
- 7. Prior to issuance of grading or building permits, permit applicant shall submit for approval by the City Engineer, a Water Quality Management Plan (WQMP) specifically identifying Best Management Practices (BMP's) that will be used on site to control predictable

pollutant run-off. Applicant shall record the approved WQMP with the Orange County Clerk-Recorder at the cost of the applicant, and provide the City with a conformed copy of the recorded WQMP.

This WQMP shall identify the: structural and non-structural measures specified in Appendix G, as available at the Engineering Services Division, detailing implementation of BMP's whenever they are applicable to the project (when the project has a below grade loading dock, for example); the assignment of long-term maintenance responsibilities (specifying the developer, parcel owner, maintenance association, lessee, etc.); and, shall reference the location(s) of structural BMP's.

- 8. The new trash enclosure shall be constructed to accommodate bins for organic, recycling, and trash per Senate Bill 1383. Developer shall contact the City's waste hauler, EDCO, for approval of the trash enclosure size and location for service pickup.
- 9. All utility connections, street improvements, and any other work performed in the public right-of-way will require a traffic control plan prepared per the City of Buena Park Public Works Department requirements. The cost of the design and implementation of the traffic control plans shall be borne by the project proponent.
- 10. A traffic impact fee is required and must be paid per City of Buena Park Resolution No. 9726. The traffic impact fee must be paid prior to occupancy of the building.
- 11. Backflow and cross connection control devices shall be installed in accordance with the City Code. Fire protection plans shall be approved by the Orange County Fire Authority and the City Engineer. The service shall be owned and maintained by the applicant.
- 12. All trash collection services needed during construction or after project completion shall be obtained from the City's authorized provider.
- 13. All fees, deposits and bonds associated with improvements required by the Public Works Department shall be paid prior to the issuance of permits for construction.
- 14. Before exercising any right or performing any obligation pursuant to any permit issued by the Public Works Department, the developer/contractor shall file with the City required insurance certificates.
- 15. Prior to final release of the project by the Public Works Department, or the refund of any cash deposits, the developer/contractor shall provide the City with a warranty bond to be held by the City for the period of one (1) year, for all public facilities and improvements.
- 16. Prior to grant of occupancy by the City or commencement of the approved use, these conditions and all improvements required by the Public Works Department shall be completed to the satisfaction of the City Engineer.

## ORANGE COUNTY FIRE AUTHORITY

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

- a. Prior to OCFA clearance of a final map or issuance of a precise grading permit or a building permit, if the grading permit is not required:
  - i. Submittal of a Fire Master Plan (service code PR145)
- b. Prior to issuance of a building permit:
  - i. Architectural (service codes PR200-PR285), when required by the OCFA "Plans Submittal Criteria Form"
  - ii. Underground piping for private hydrants and fire sprinklers (service codes PR470-PR475)
  - iii. Fire sprinkler system (service codes PR400-PR465)
- c. Prior to concealing interior construction:
  - i. Fire alarm system (service codes PR500-PR520)
- 2. Specific submittal requirements may vary from those listed above depending on actual project conditions identified or present during design development, review, construction, inspection, or occupancy. Portions of the project that are deferred shall be subject to the codes, standards, and other applicable requirements in force on the date that the deferred plan is submitted to OCFA. Standard notes, guidelines, informational bulletins, submittal instructions, and other information related to plans reviewed by the OCFA may be found by visiting ocfa.org on the Planning and Development Section homepage.
- 3. Temporary/Final Occupancy Inspections: Prior to issuance of temporary or final certificate of occupancy, all OCFA inspections shall be completed to the satisfaction of the OCFA inspector and be in substantial compliance with codes and standards applicable to the project and commensurate with the type of occupancy (temporary or final) requested. Inspections shall be scheduled at least five days in advance by calling OCFA Inspection Scheduling at 714-573-6150.
- 4. Emergency Responder Digital Radio System: Evidence of compliance with emergency responder digital radio system performance criteria shall be provided prior to occupancy. Place the following note on the plan: "This building shall be equipped with an emergency responder digital radio system per the requirements of the Orange County Sheriff's Department-Communications & Technology Division". For the initial submittal, OCSD/COMM requires the designer of the ERRCS/BDA/DAS system to provide the following for pre-evaluation: a. Project Name. b. Site address. c. Project description. d. Contractor contact information. e. BDA Model (S/N if available). f. Proposed mode of operation (Class A/B). g. Proposed project timeline. This information is to be submitted by the designer via email to ERRCS@ocsd.org and bdacert@ocfa.org. CFC 510

#### **BUILDING DIVISION:**

1. The project shall comply with state and federal disabled access requirements.

- 2. The project shall comply with the California Building Codes as adopted and amended by the City of Buena Park Municipal Code, Title 15.
- 3. The building/buildings shall be fully fire-sprinklered as required by the City of Buena Park Municipal Code, Title 1, and/or the California Building Codes.
- 4. A geotechnical investigation report prepared by a qualified geotechnical engineer is required. The applicant shall submit this report for review and approval prior to the issuance of building permits.
- 5. The construction plans require professional preparation. Submit plans and structural calculations prepared by a California registered engineer or architect.
- 6. After the public hearing appeal period ends, applicant shall submit three (3) sets of construction plans to the Building Division for plan check in order to obtain required building permits.
- 7. All portions of the proposed building above the first story shall maintain a minimum 12foot setback from any overhead power lines.

## PLANNING DIVISION:

- This approval shall be for the development of a four (4)-story office building including associated off-street parking, landscaping, and site improvements on a property comprised of two (2) parcels containing approximately 0.34 acres, located at 7911 Orangethorpe Avenue (APNs: 276-362-09, and -17) in substantial compliance with Site Plan Review No. SP-22-30 Development Plans dated "RECEIVED FEB 20, 2024 PLANNING DIV.," and as conditioned herein.
- 2. The applicant and/or property owner shall ensure that a copy of the Planning Commission Resolution, including all conditions of approval, be reproduced on the first pages of construction drawings and shall be distributed to all design professionals, contractors, and subcontractors participating in the construction phase of the project.
- 3. Plans submitted for plan check shall include architectural amenities generally consistent with the submitted conceptual plans stamped "RECEIVED FEB 20 2024 PLANNING DIV." All construction drawings submitted for the development shall include sufficient construction details showing architectural accents, colors, details of construction, and techniques to ensure architectural compatibility throughout the development. Final details shall be approved by the Planning Division prior to issuance of building permits for the project. Final color and material samples shall be provided to the Planning Division with plan check submittals. Specifications and samples of the following shall be submitted to the Planning Division for review and approval prior to issuance of building permits:
  - a. Paint colors for stucco
  - b. Stucco exterior finish
  - c. Roofing material
  - d. Window and door trim
  - e. Decorative stone tile
  - f. Metal panel siding

g. Enhanced building mounted light fixtures

Architectural features may be replaced or modified subject to approval of the Community and Economic Development Director, based on equivalent provision of acceptable alternatives.

- 4. Color and material samples shall be submitted to the Planning Division for approval prior to issuance of building permits. The applicant shall demonstrate that proposed building materials, and other architectural/site features are rated for appropriate durability and longevity. In the event that said rating cannot be obtained, alternate materials shall be used under the direction of the Planning Division.
- 5. Any new walls, fencing, and gates including those shown on plans shall comply with the City of Buena Park Municipal Code (BPMC) Chapter 19.528 (Development Standards – Fences, Walls, Hedges, and Berms) and shall require separate fence and wall permit approval by the Planning Division, and other agencies as necessary.
- 6. A minimum 6-inch wide decorative masonry wall, at least 6 feet high measured from the highest finished grade on either side of the wall, shall be provided and maintained along the north property line; existing block walls located on the north and west property lines shall be repaired and finished where needed consistent with the submitted conceptual plans stamped "RECEIVED FEB 20 2024 PLANNING DIV." in accordance with the structural design approved by the Building Division. All the perimeter walls shall match in color and texture. No block wall construction shall occur until a Grading Plan has been approved by the Public Works Department, if required. Double walls shall be filled and capped to the satisfaction of the City.
- 7. Landscaping shall be installed in substantial compliance with plans dated "RECEIVED FEB 20 2024 PLANNING DIV". An electronic version of detailed landscaping/irrigation/sprinkler plans, with signed and stamped Certification of Landscape Design form shall be submitted to the Planning Division for plan check. A 'Landscape Installation Certificate of Completion' shall be submitted to the Planning Division prior to issuance of building permits. All landscaping/irrigation/sprinkler plans shall comply with the City of Buena Park Water Efficiency Landscape Ordinance, Title 13, Chapter 13.30 (Water Efficient Landscaping) of the Buena Park Municipal Code.
- 8. A landscaping planter shall be provided at the southeast corner of the site within the entire required twenty (20) foot side yard area along Orangethorpe Avenue. Appropriate landscaping shall be provided to screen all above grade utility mechanical equipment.
- 9. The planting of trees and shrubs shall have plant material selected and planting methods used which are suitable for the soil and climatic conditions of the site. The landscaping areas along the entire north property shall be planted with a row of trees to provide a landscape buffer from the adjacent single-family residentially zoned property located to the north. The proposed trees shall include a mixture of minimum 15-gallon, 24-inch box, including mature specimen trees in a 36-inch box size up to 48-inch box size. The tree spacing shall be no greater than the normal spread of the mature species but in no case greater than 20 feet from center to center. If the bottom line of foliage is above the fence line, additional lower growing shrubs or trees shall be

interspersed to provide a continuous visual screen. The tree species shall provide such continuous screening within five years.

All landscaped areas shall be separated from adjacent vehicular areas by a masonry wall or portland cement concrete (p.c.c.) curb a minimum of 6 inches in height, or by p.c.c. or masonry walkway. It is the applicant's responsibility that this is also shown on the Water Quality Management Plans as well.

- 10. Installation of a landscaped parkway along Brenner Avenue in compliance with Public Works Department Condition of Approval, and consistent with the plans stamped "RECEIVED FEB 20 2024 PLANNING DIV.", shall be installed and maintained by the property owner.
- 11. Decorative lighting to complement the architectural design of the development shall be provided throughout the entire development including the parking area and landscape areas. Final location and design of light standards and wall light fixtures shall be reviewed and approved by the Planning Division prior to issuance of building permits. Standard light poles with box fixtures shall not be considered decorative.
- 12. Building and site lighting shall be decorative and consistent with the building design. Plans submitted for plan check shall include a complete photometric plan to illustrate the equivalent of one (1) foot candle minimum shall be provided throughout the project site. All luminaries shall be designed, shielded, or aimed in such a manner so as not to produce glare upon adjacent properties and public right-of-ways.
- 13. All parking areas and driveways shall be paved and striped in compliance with BPMC Section 19.536.060 (Parking Dimensions and Layout) and Section 19.536.070 (Parking Improvements), and as shown on the approved plan. All parking areas shall be striped with white double lines separating stalls, with minimum 4-inch wide stripes and a minimum 8-inch separation. Installation of speed bumps shall not be permitted within required fire lanes, access drive aisle and driveway of the proposed project. It shall be the responsibility of the developer to submit to the Public Works Department such plans as are necessary to ensure the installation of curbs or walls do not detrimentally affect drainage.
- 14. In all angle-parking stalls (including ninety-degree parking) facing the perimeter of a parking area, individual concrete wheelstops or a six-inch high poured-in-place concrete curb shall be provided, located three feet inside the front boundary of the stalls.
- 15. A secure and convenient bicycle rack shall be provided. The design of the bicycle storage rack shall be consistent with the modern design of the building and shall be subject to the review and approval by the Community and Economic Development Director.
- 16. All required utility services and equipment, including transformers, gas meter, "J" boxes, and similar devices shall be located below grade, to the extent possible, or shall be screened from view by landscaping or ornamental decorative walls. The placement and treatment of all screening devices shall be subject to review and approval of the Planning Division. In addition to said walls, landscaping may also be required as a solution for screening. A preliminary electrical equipment plan, which is prepared by

the Southern California Edison Company, shall be reviewed and approved by the City Planning Division prior to the issuance of building permits. The applicant is required to return City approved red line prints to the Southern California Edison Company Planning Department, for preparation of final construction drawings. The location of other utility companies' appurtenances and meters shall be submitted to the City Planning Division for review and approval prior to installation.

- 17. All required double check valve assemblies located within public view shall be located below grade to the extent possible, or shall be screened from view by landscaping ornamental decorative walls. The placement and treatment of all screening devices shall be subject to review and approval of the Planning Division.
- 18. All rain gutters and downspouts shall be strategically located within the buildings to the maximum extent feasible and painted to match the colors of the building. Exact location of rain gutters and downspouts shall be submitted to the Planning Division for review and approval prior to issuance of building, permits.
- 19. All roof-mounted mechanical equipment shall not visible from adjacent and surrounding properties and streets from a height of five (5) feet above ground level. The installation and screening of air conditioning and similar equipment shall comply with existing design criteria and BPMC Section 19.544.020 (Visual Screening of Mechanical Equipment).
- 20. The proposed trash enclosure shall be incompliance with the Buena Park Municipal Code Section 19.524.010 (Trash Storage Facilities). The design, materials and colors of the trash enclosure shall match the building.
- 21. The following items shall be considered conditions of this development:
  - a. All landscaping including trees throughout the development shall be properly maintained in living condition and any damaged or diseased plant and tree shall be replaced in kind by the property owner.
  - b. The parking areas shall be maintained and clear of debris and storage in order to maintain parking.
- 22. All graffiti on the site shall be removed or painted over to match the color of the surface to which it is applied within 24 hours of its occurrence.
- 23. Prior to the issuance of any sign permit for the proposed office development, a sign program shall be reviewed and approved by the Planning Commission.
- 24. Signs shall be posted within the parking lot area that prohibit loitering at any time.
- 25. Any appreciable modifications to the approved plans or conditions of approval shall require the approval of the Planning Commission.
- 26. The construction authorized by the Site Plan Review shall be started within one (1) year of the expiration of the appeal period and thereafter diligently advanced until completion of the project.

- 27. This approval may be revoked for any violation of noncompliance with any of these conditions in accordance with BPMC Section 19.132.030 (Revocation).
- 28. Prior to final inspection, these conditions and all improvements shall be completed to the satisfaction of the City.
- 29. The project and/or use authorized by this approval shall at all times comply with all applicable local, state, and federal ordinances, statutes, standards, codes, laws, policies, and regulations.
- 30. The applicant and property owner shall sign a notarized Affidavit of Acceptance of all conditions of approval and return it to the Planning Division within thirty (30) days after the effective date of this approval or prior to the issuance of a building permit or certificate of occupancy, whichever may occur first.
- 31. The applicant shall indemnify, defend, and hold barmless the City, its officers, agents, and employees from any claims and losses whatsoever occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of the use permitted hereby or the exercise of the rights granted herein, any and all claims, lawsuits or actions arising from the granting of or exercise of the rights permitted by this approval and from any and all claims and losses occurring or resulting to any person, firm, or corporation, or property damage, injury, or death arising out of or connected with the performance of the use permitted hereby. Applicant's obligation to indemnify, defend, and hold harmless the City as stated hereinabove shall include, but not be limited to, paying all fees and costs incurred by legal counsel of the City's choice in representing the City in connection with any such claims, losses, lawsuits, or actions, and any award of such damages, judgments, verdicts, court costs or attorneys' fees in any such lawsuit or action.

PASSED AND ADOPTED this 28<sup>th</sup> day of February 2024 by the following called vote:

AYES:	0	COMMISSIONER:

- NOES: 0 COMMISSIONER:
- ABSENT: 0 COMMISSIONER:
- ABSTAINED: 0 COMMISSIONER:

Mirvette Judeh Chair

ATTEST:

Swati Meshram, Ph.D., AICP, LEED AP Planning Manager

Resolution No. Site Plan Review No. SP-22-30 February 28, 2024

## AFFIDAVIT OF ACCEPTANCE:

I/ We do hereby accept all of the conditions contained in this document and all other conditions imposed by Site Plan Review No. SP-22-30 and do agree that I/We shall conform with and abide by all such conditions.

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

Printed Name and Signature Owner / Applicant





6988 Beach Blvd #B-215 Buena Park, CA 90621 (818) 939-1415 jsim@innoarchitecture.com

> RECEIVED FEB 13 2024 PLANNING DIV

February 13, 2024

## **Project Narrative**

Project Address : 7911 Orangethorpe Ave. Buena Park, CA 90621

Project Description : New ground up 4 story office building with 3 office spaces.

Owner : Innoproperties, LLC

Architect of Record : Innoarc

Electrical Engineer : JS Engineering INC.

Mechanical & Plumbing Engineer : JS Engineering INC.

Assessor's ID number : 276-361-03

Zoning: CG

Type of Construction : TBD

Fire Sprinkler : Fully Sprinklered

Occupant Group : B

Total Building Area : 9,854 sf

Total Gross Usable Area : 5,916 sf

Parking : Required Parking Spaces – 24 stalls (5,916 sf / 250) Provided Parking Spaces – 24 stalls (1HC+16standards+7compacts)

Total Occupant Load : 62

# **Attachment 4**

# **VICINITY MAP**



# **PLANNING COMMISSION**

February 28, 2024 Site Plan No. SP-22-30 7911 Orangethorpe Avenue APN: 276-362-09 & 276-362-17



# **Planning Commission Agenda Report**

#### **TEXT AMENDMENT NO. C-24-2**

A recommendation to the City Council to consider a revision within Title 19 (Zoning) of the Buena Park Municipal Code (BPMC) regarding development standards for Accessory Dwelling Units, Section 19.348.010 (Accessory Dwelling Units and Junior Accessory Dwelling Units) citywide. The project has Statutory Exemption from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 21080.17 of the Public Resources Code CEQA Guidelines.

Meeting	Agenda Group
Wednesday, February 28, 2024, 6:30 PM	PUBLIC HEARING Item: 5D
Presented By	Prepared By
lan McAleese	lan McAleese, Senior Planner

#### CASE SUMMARY:

Staff Recommendation:	Adopt Resolution recommending City Council approval
Public Notification:	Posted on February 15, 2024 and Published on February 16, 2024
Meeting Date:	February 28, 2024
Agenda Item Number:	5D
Project Proponent:	City of Buena Park 6650 Beach Boulevard Buena Park, CA 90622

#### **RECOMMENDATION:**

Staff recommends that the Planning Commission adopt the attached Resolution recommending that the City Council adopt the Ordinance approving Text Amendment No. C-24-2 and find that the proposed Zoning Code Text Amendment is Exempt from CEQA pursuant to State CEQA Guidelines Section 21080.17 based on the facts and findings provided herein.

#### **APPLICATION ANALYSIS:**

#### Background:

Government Code Section 65852.2 henceforth referenced as 'State Law' has required cities to allow Accessory Dwelling Units (ADU) in single-family zones with certain development standards/restrictions since 2003. Changes in State Law related to ADUs Senate Bill 1069 and Assembly Bill 2299 in 2017 and Senate Bill 229 and Assembly Bill 494 in 2018 were adopted to significantly reduce barriers to the development of ADUs which are seen as lower cost to construct and potentially increase the supply of more affordable housing.

The City Council approved an Urgency Ordinance No. 1641 which complied with State Law, and tracked closely with the subsequent permanent Ordinance No. 1642 adopted on May 18, 2018.

On October 2019, SB 13, AB 68, and AB 881 were signed into law, thereby enacting new statewide requirements for ADUs and JADUs.

In efforts to comply with the updates, on January 14, 2020, the City Council adopted Urgency Ordinance No. 1674. On January 29, 2020, the City submitted the ordinance to the California Department of Housing and Community Development ("HCD") for review and comment.

On July 27, 2020, the City received the Department's written determination listing seven (7) areas where the Urgency Ordinance potentially conflicted with State law. The City reviewed each of the Department's findings, and adopted an

updated Urgency Ordinance No. 1686 on August 25, 2020, along with Resolution No. 14195 with City's findings and explanations for why Buena Park agreed with certain aspects of the Department's determination, and disagreed in other respects.

After the adoption of the 2020 code update, HCD published its ADU Handbook, which implemented uniform standards and criteria to provide clarity on terms, references, and standards for ADUs.

On August 24, 2021, the Buena Park City Council adopted an Urgency Ordinance No. 1697 that established interim ADU and JADU development standards to be consistent with the ADU Handbook and further discussions with HDC.

Subsequently, State Laws including SB 897 and AB 2221 were signed into law in 2022, and AB 796 in 2023. Amongst other provisions, these bills modified ADU and JADU development standards and controls that include, but are not limited to the following:

i) Increasing the maximum height limits to 18 feet (or in some instances 20 feet) for certain ADUs;

ii) Requiring local ordinances only impose objective development standards on ADUs, allowing construction of ADUs in the front yard setback area where construction of certain rear and side yard ADUs is otherwise infeasible;

iii) Prohibiting denial of an ADU due to the correction of nonconforming zoning conditions, building code violations or unpermitted structures; and

- iv) Other procedural requirements.
- v) Removing the power of cities to require owner-occupancy when an ADU is constructed,

The City's Zoning Code provisions concerning development standards for ADUs and JADUs do not currently meet the mandated amendments to State Law regulations, which became effective on January 1, 2023.

#### Proposal:

The proposed zoning text amendment to BPMC Title 19 (Zoning Code) will update the development standards and requirements for ADUs and JADUs citywide for single-family residential, multifamily residential, and residential mixed-use developments, to update height requirements, objective design standards, setbacks, and owner-occupancy requirements in compliance with State Law.

#### DISCUSSION:

Currently BPMC Section 19.348.010 (Accessory Dwelling Units and Junior Accessory Dwelling Units) does not satisfy requirements of AB 2221, SB 879, and AB 976, listed above. The proposed zoning text amendment would provide updated City procedures and development standards for ADUs and JADUs that are consistent with State Law. The proposed zoning text amendment will also include some minor adjustments to clarify and clean up sections of the code.

Specific provisions of the proposed ordinance include:

- 1. Changing the height allowances.
- 2. Require that ADUs with second stories retain privacy between properties through screening.
- 3. Creating a definition of a manufactured home and creating specific objective design standards applicable to them.

4. Creating objective design standards to defining and requiring certain architectural elements.

These proposed code modifications will bring the City's ADU code into compliance with the requirements of State Law, provide clearer standards for the Buena Park community, and allow for easy to understand design guidelines for future ADUs and JADUs.

#### **ENVIRONMENTAL ASSESSMENT:**

Under Public Resources Code Section 21080.17, CEQA does not apply to adoption of an ordinance by a city or county to implement the provisions of Section 65852.2 of the Government Code (State ADU Law). The proposed Zoning Text Amendment implements the updates to California Government Code Section 65852.2 and 65852.22 within the City of Buena Park Zoning Code in a manner that is consistent with the requirements of State ADU/JADU Laws that have gone into effect since January 1, 2023.

#### PUBLIC HEARING NOTIFICATION:

Notice of the public hearing was published in the Buena Park Independent on February 16, 2024; and posted at City Hall, the Buena Park Library, and Ehlers Event Center on February 15, 2024. As of the date of printing this report, the City has not received any inquiries or letters regarding the proposed action.

Prepared by:Ian McAleese, Senior PlannerReviewed by:Harald Luna, Senior PlannerApproved by:Swati Meshram, PhD, AICP, LEED AP, Planning Manager

#### **Attachments**

Planning Commission Resolution for Text Amendment No. C-24-2.pdf Proposed City Council Ordinance.pdf

## RESOLUTION NO. TEXT AMENDMENT NO. C-24-2

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK RECOMMENDING THAT THE CITY COUNCIL APPROVE ZONING TEXT AMENDMENT NO. C-24-2 AMENDING SECTION 19.348.010 (ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS) OF TITLE 19 (ZONING) OF THE BUENA PARK MUNICIPAL CODE

## A. <u>Recitals.</u>

(i) The City of Buena Park ("City") is a California charter city with plenary authority over all "municipal affairs" and the broad "police powers" vested by California's Constitution, pursuant to which it may make and enforce laws necessary to protect and preserve the health, safety, and welfare of residents subject only to enactments by the California Legislature on matters of "statewide concern."

(ii) Consistent with such authority, the City enacted the Buena Park Municipal Code (BPMC) and Buena Park Zoning Code (Title 19 of the BPMC, hereinafter "BPZC") to, among other things, regulate the location and nature of land uses in the City.

(iii) On September 28, 2022, Governor Gavin Newsom signed Senate Bill ("SB") 897 and Assembly Bill ("AB") 2221 into law and on October 11, 2023, signed AB 976 (the "Bills") into law, amending Government Code section 65852.2, and thereby enacting new Statewide requirements for Accessory Dwelling Units ("ADU") and Junior Accessory Dwelling Units ("JADU").

(iv) On February 28, 2024, the Planning Commission of the City of Buena Park, held a duly noticed public hearing to consider a recommendation to the City Council to approve Zoning Text Amendment No. C-24-2. Said public hearing was concluded prior to the adoption of this Resolution.

B. <u>Resolution</u>.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF BUENA PARK does hereby finds, determines, and resolves as follows:

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

2. Based upon substantial evidence presented to the Planning Commission during the above-referenced hearing, including written staff reports, verbal testimony, draft resolution, and draft Ordinance, the Planning Commission hereby specifically finds as follows: a. **Finding:** Explanation of the relationship to the General Plan and any applicable Specific Plans. (See California Government Code Section 65855).

**Fact:** The proposed text amendment conforms to the City of Buena Park General Plan and furthers the intent of the Housing Element for providing more housing in the City by furthering Goal 3.0 and Policies 3.1, 3.2, and 3.3, and Goals LU-5 and LU-6 of the Land Use Element.

b. **Finding:** Consideration of the effect of the proposal on the housing needs of the region balanced against the public service needs of City residents and the fiscal and environmental resources available. (See California Government Code Section 65863.6).

**Fact:** The proposed text amendment expands the allowances for ADUs which will increase their viability and will not negatively impact bousing needs.

3. The Planning Commission hereby recommends that the City Council of the City of Buena Park finds and determines that the proposed Zoning Text Amendment in this Resolution is exempt from CEQA pursuant to the California Public Resources Code Section 21080.17, because this amendment implements the provisions of Section 65852.2 of the Government Code, California's ADU Law. The proposed zoning text amendment implements the updates to Government Code Section 65852.2.

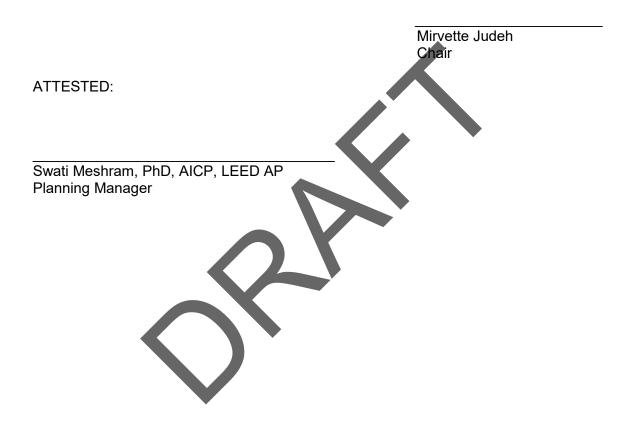
4. The Planning Commission hereby recommends that the City Council of the City of Buena Park adopt the attached draft Ordinance approving Zoning Text Amendment No. C-24-2.

5. The Secretary of this Commission shall:

a. Certify to the adoption of this Resolution.

b. Transmit a copy of this Resolution to the City Council of the City of Buena Park together with the record prepared with respect to these proceedings including the attached ordinance approving proposed Zoning Text Amendment No. C-24-2. This Resolution shall go into effect immediately upon its adoption. PASSED AND ADOPTED this 28<sup>th</sup> day of February 2024 by the following called vote:

- NOES: 0 COMMISSIONER:
- ABSENT: 0 COMMISSIONER:
- ABSTAINED: 0 COMMISSIONER:



## AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, AMENDING SECTION 19.348.010 (ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS) OF TITLE 19 (ZONING) OF THE BUENA PARK MUNICIPAL CODE

## A. RECITALS.

(i) The City of Buena Park ("City") is a California charter city with plenary authority over all "municipal affairs" and the broad "police powers" vested by California's Constitution, pursuant to which it may make and enforce laws necessary to protect and preserve the health, safety, and welfare of residents' subject only to enactments by the California Legislature on matters of "statewide concern."

(ii) Consistent with such authority, the City enacted the Buena Park Municipal Code ("BPMC") and Buena Park Zoning Code (Title 19 of the BMPC, hereinafter "BPZC") to, among other things, regulate the location and nature of land uses in the City.

(iii) On September 28, 2022, Governor Gavin Newsom signed Senate Bill ("SB") 897 and Assembly Bill ("AB") 2221 into law and on October 11, 2023, signed AB 976 (the "Bills") into law, amending Government Code section 65852.2, and thereby enacting new Statewide requirements for Accessory Dwelling Units ("ADU") and Junior Accessory Dwelling Units ("JADU").

(iv) On February 28, 2024, the Planning Commission of the City of Buena Park, held a duly noticed public hearing to consider a recommendation to the City Council to approve Zoning Text Amendment No. C-24-2 and unanimously recommended that the City Council approve the Text Amendment.

(v) On March 26, 2024, the City Council conducted a duly noticed public hearing to consider Zoning Text Amendment No. C-23-1.

(vi) This Ordinance is a text change to the BPZC and has been processed and considered in accordance with the provisions of Section 19.124.010 (Text Change) of the Buena Park Municipal Code, as well as applicable provisions of California law, and all other legal prerequisites to the adoption of this Ordinance have occurred.

B. ORDINANCE.

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

SECTION 1. Recitals. The facts set forth in the Recitals, Part A, of this Ordinance are true and correct, and incorporated into this Ordinance as substantive findings.

SECTION 2. Section 19.348.010 of the Buena Park Municipal Code, entitled "Accessory Dwelling Units and Junior Accessory Dwelling Units," is hereby amended to read as follows (new text reflected in <u>underline</u> and deleted text in <del>strikethrough</del>):

ORDINANCE NO. \_\_\_\_\_ Page 2

# 19.348.010 Accessory Dwelling Units and Junior Accessory Dwelling Units.

- A. Purpose. The purpose of this section is to establish regulations governing accessory dwelling units (ADU) and junior accessory dwelling units (JADU) in compliance with California Government Code Sections 65852.2 and 65852.22, and to provide local standards for the development of accessory dwelling units and junior accessory dwelling units so as to increase the supply of smaller and affordable housing units in the city while ensuring that such units remain compatible with existing neighborhoods. <u>An accessory dwelling unit also includes a manufactured home, as defined in Section 18007 of the Health and Safety Code.</u>
- B. Submittal Requirements and Application Processing. Any application for an accessory dwelling unit or junior accessory dwelling unit shall include a site plan, floor plan, <u>demolition plan</u>, and elevations substantiating and evidencing compliance with all applicable development standards. Where all requirements of this section and the Buena Park City Code appear to be met, the application shall be approved ministerially without discretionary review or public hearing within sixty (60) days of receiving the application. The City and applicant may agree to additional time with a written request from the applicant.

If the City denies an application for an ADU or JADU, the City shall, within the 60-day period, return in writing a full set of comments to the applicant with a list of items that are defective or deficient and provide a description of how the application can be corrected by the applicant.

<u>Applications to replace a detached garage with an ADU shall require a demolition</u> permit for the garage. The demolition permit will be reviewed with the application for the ADU and issued at the same time as the permit to construct the ADU.

**C. Development Standards.** Under the provisions of this section, each accessory dwelling unit or junior accessory dwelling unit shall comply with local building codes and all development standards contained in Division 3 <u>(Single Family Residential Zones)</u> of this Title 19 <u>(Zoning)</u>, except as otherwise specified herein:

1. Location. Accessory dwelling units are allowed on lots zoned for single-family residential which contain or are proposed to be developed with a single-family dwelling, or on lots zoned for multi-family residential or mixed-use residential use which contain or are proposed to be developed with a multi-family dwelling. Subject to the standards of this section, accessory dwelling units may be attached, detached, or located within an existing primary residence, which shall include an attached garage, or existing accessory structure. Junior accessory dwelling units shall only be allowed on lots zoned for single-family residential use and which are developed with or are proposed to be developed with a single-family dwelling.

2. Minimum Lot Size and Allowable Density. Minimum lot size and density requirements shall not be applicable when determining minimum lot size or allowable density for development of an accessory dwelling unit or junior accessory dwelling unit.

**3. Height of Structure.** The height of an <del>attached or detached</del> accessory dwelling unit shall not exceed sixteen (16) feet, measured from grade, <u>except as follows</u>:

- a. Notwithstanding Section C.3 above, if the existing or proposed primary dwelling unit is two stories in height, the attached or detached accessory dwelling unit may also be up to two-stories in height.
- a. <u>Notwithstanding Section C.3 above, ADUs on single-family zoned lots, if the</u> <u>ADU is attached to the primary dwelling unit, the maximum height is two (2)</u> <u>stories not to exceed thirty (30) feet, or as high as the existing two-story primary</u> <u>dwelling unit, whichever is lower.</u>
- b. Notwithstanding Section C.3 above, the maximum height of a detached ADU on a lot zoned for multifamily residential or residential mixed-use which are developed or proposed to be developed with a multifamily, multistory dwelling is <u>20 feet.</u>
- c. Notwithstanding Section C.3 above, if a parcel contains an existing or proposed single-family or multifamily dwelling unit is located within one half of one mile of a "major transit stop" or a "high quality transit corridor" as those terms are defined in Section 21155 of the Public Resource Code, the maximum height of a detached ADU is 20 feet, measured from existing finished grade to the highest point of the roof.

**4. Access.** Any external access staircase for the accessory dwelling unit, whether attached or detached, shall not be located at the front <u>on street facing elevation(s)</u> of the single-family or multi-family dwelling unit(<u>s)</u>, as applicable.

# 5. Setbacks.

- a. An existing living area or accessory structure that is converted to an accessory dwelling unit, or an accessory dwelling unit that is constructed in the same location and to the same dimensions as an existing living area or accessory structure, may maintain the existing setbacks applicable to the existing area or structure. Any other accessory dwelling unit must maintain a minimum 4-foot setback <u>of four (4) feet to the rear-yard property line and four (4) feet to the sideyard property line</u>.
- b. Any second story windows, decks, balconies or landing shall provide screening to minimize the loss of privacy for neighboring properties. A minimum second story balcony side or rear yard setback of 5 ft. to the property line shall be provided.

c. An ADU that complies with all other applicable development standards may be built within the front yard setback of a lot if it is otherwise physically infeasible to build such an ADU on other areas of the lot while maintaining the minimum rear and side yard setbacks outlined in this Subsection (C)(5).

## 6. Number of Dwelling Units.

a. Single-Family Zone. The number of accessory dwelling units or junior accessory dwelling units that may be located on any lot in single-family zones is limited to one (1) of the following options:

i. ADU Conversion. One (1) accessory dwelling unit may be located within an existing single\_family dwelling or existing accessory structure, or within a single\_family dwelling that is proposed to be constructed. Accessory dwelling units that are located within an existing accessory structure may include an expansion of not more than one hundred fifty (150) square feet beyond the existing or proposed physical dimensions of the structure for the exclusive purpose of accommodating ingress and egress to the accessory dwelling unit.

ii. New ADU. One (1) detached or attached newly constructed accessory dwelling unit may be located on lots which contain an existing single-family dwelling or which are proposed to be developed with a single-family dwelling.

iii. Junior ADU. One (1) junior accessory dwelling unit may be located within a single-family dwelling, which shall include an attached garage, or within a single-family dwelling that is proposed to be constructed. The junior accessory dwelling unit conversion may include an expansion of not more than one hundred fifty (150) square feet beyond the existing physical dimensions of the single-family dwelling only for the purpose of accommodating ingress and egress to the junior accessory dwelling unit.

iv. Unit Combinations. One (1) junior accessory dwelling unit under subsection <u>CB.6</u>5.a.iii above, plus one (1) detached <del>newly constructed</del> accessory dwelling unit under <del>subsection (B)(5)(a)(ii)</del> <u>subsection C.6.a.ii</u> <u>or subsection C.6.a.ii</u> above, may be located on lots which are or are proposed to be developed with a single-family dwelling.

b. Multifamily Zones <u>and Mixed Use Zones</u>. The number of accessory dwelling units that may be constructed on any lot in multifamily <u>residential</u> zones <u>and mixed use zones</u> is limited as follows:

i. A maximum of <u>two (2)</u> newly constructed detached accessory dwelling units may be constructed on lots which are developed or are proposed to be developed with a multi-family dwelling unit. <del>so long as any accessory</del> <del>dwelling unit is no more than 16 feet in height from grade, and has at</del> <del>least 4-foot side and rear yards setbacks.</del> ORDINANCE NO. \_\_\_\_\_ Page 5

ii. Within an existing multifamily dwelling structure, an accessory dwelling unit may be converted from areas not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages. The number of accessory dwelling units that may be developed within an existing multifamily dwelling shall not exceed 25 percent of the existing dwelling units within the multifamily dwelling structure (not counting any accessory dwelling units). At least one (1) such accessory dwelling unit conversion is permitted under this subsection. All such units shall comply with applicable fire and building code requirements.

iii. Junior accessory dwelling units are not permitted in multifamily <u>residential</u> zones.

## 7. Dwelling Size.

a. Newly constructed attached or detached accessory dwelling units shall not exceed 850 square feet for an accessory dwelling unit that provides up to one bedroom, and shall not exceed 1,000 square feet for an accessory dwelling unit that provides more than one bedroom.

b. The total floor area of any attached or detached accessory dwelling unit or a junior accessory dwelling unit shall be of a minimum of 150 square feet, or as specified in Section 17958.1 of the California Health and Safety Code.

c. Junior accessory dwelling units shall not exceed 500 square feet.

8. Off-Street Parking. One parking space per accessory dwelling unit shall be provided. These spaces may be provided as tandem parking on an existing driveway, or on a driveway in side yard and rear yard as permitted in Table 19.320.030-C and Table 19.320.040-D of this Title. Parking is limited to lawfully paved areas approved by the City. No parking for the accessory dwelling unit is required if any one (1) of the following conditions are met:

a. The unit is located within <del>1/2</del> <u>one-half of one</u> mile of walking distance of public transit.

b. The unit is located within an architecturally and historically significant historic district.

c. The unit is part of (i.e., contained within) the footprint of the primary single family dwelling or an accessory building.

d. When on-street parking permits are required but not offered to the occupant of the <u>accessory dwelling</u> unit.

e. When there is a car share vehicle located within 1 block of the unit.

ORDINANCE NO. \_\_\_\_\_ Page 6

- f. When an existing garage, carport, or covered parking structure is demolished in conjunction with the development or conversion of an ADU, replacement off-street parking for the main dwelling unit shall not be required.
- g. <u>When a permit application for an ADU is submitted with a permit</u> <u>application to create a new single-family dwelling or a new multifamily</u> <u>dwelling on the same lot, provided that the ADU or the parcel satisfies</u> <u>any other criteria listed in this paragraph.</u>

**9.** Location of Required Parking. Parking required <u>or proposed</u> for the accessory dwelling unit may be located in the following locations, as approved by the City, ordered from most preferred to least preferred:

a. A garage, carport, or covered space on a driveway; which complies with required setbacks for both primary and accessory structures.

- b. An uncovered tandem space on a driveway.
- c. Within the required street side yard setback.
- d. Within the required side or rear yard setback subject to screening.
- e. Within the required front yard setback.

f. Parking in setbacks and tandem driveway parking remain subject to the Building Code regarding egress and any other applicable site specific fire and/or life safety conditions of approval as determined by the Building Official.

g. Onsite parking required for the accessory dwelling unit shall be maintained and available for parking purposes at all times.

## 10. <u>Vehicular</u> Access.

a. The accessory dwelling unit shall utilize the same vehicular access that serves the existing main dwelling unit, unless:

i. The accessory dwelling unit has access from an alley contiguous to the lot; or

ii. The lot is a corner lot with a second driveway, and the second driveway is located on the side street; and

iii. A second driveway does not result in the loss of an on-street parking space.

b. No passageway connecting the accessory dwelling unit to a street is required. Each accessory dwelling unit or junior accessory dwelling unit shall maintain independent exterior access from the existing residence.

**11. Way Finding.** Each unit shall display address in compliance with the current California Residential Code as adopted and amended by the City.

**12. Utilities.** All utilities servicing the accessory dwelling unit or junior accessory dwelling unit may be metered in conjunction with the primary dwelling, in compliance with Government Code Section 65852.2(f).

**13. Restricted Areas.** Accessory dwelling units or junior accessory dwelling units shall not be allowed where roadways, public utilities and services are inadequate with reference to objective and published thresholds established by the utility or service provider. To ensure access by public safety vehicles, an accessory dwelling unit may not be located on a lot that fronts a roadway that is narrower than the minimum road width standards established by the Orange County Fire Authority's Master Plans for Commercial and Residential Development (as the same may be amended from time to time), unless:

- a. One (1) on-site parking space is provided for each bedroom included in the accessory dwelling unit; and
- b. Replacement on-site parking spaces are provided for any parking spaces that are lost or converted to accommodate the accessory dwelling unit; or alternatively,
- c. A conditional use permit is issued pursuant to Section 19.128.020 of this code, provided that the conditional use permit shall be approved if affirmative findings are made based on the following criteria:
  - (i) Adequate street access and traffic capacity are or will be available to serve the proposed development as well as existing and anticipated development in the surrounding area; and
  - (ii) Adequate utilities and public services are or will be available to serve the proposed development as well as existing and anticipated development in the surrounding area.

**14. Building and fire codes.** The property owner shall comply with all current State and local building and fire codes. Fire sprinklers are not required for the accessory dwelling unit or junior accessory dwelling unit if they are not required for the primary residence or multi-family dwelling. <u>The construction of an ADU, by itself, shall not trigger requirements to install fire sprinklers in any existing main dwelling.</u>

**15. Park fees.** For accessory dwelling units of 750 square feet or more, a proportionate amount of Park Land Dedications and In-Lieu Fees shall be paid, based upon the

square footage of the primary dwelling unit as computed per Chapter 18.64 of Title 18 of the Buena Park City Code. For accessory units located on multi-family properties, Park Land Dedications and In-Lieu Fees shall be calculated based upon a proportion of the total number of units in the dwelling.

**16.** Architectural <u>Objective Design Standards</u> Compatibility. Accessory dwelling units or junior accessory dwelling units shall incorporate the same architectural features, building materials, and color as the main dwelling unit on the property. These features shall include, but are not limited to, roofing material, roof design (i.e. slope, style), fascia, exterior building finish, color, exterior doors, and windows, including, but not limited to, ratios of window dimensions (i.e., width to height) and window area to wall area, garage door, and architectural enhancements.

<u>When an existing garage is converted into a JADU/ADU, the existing garage door, if</u> <u>visible from public or private right-of-way, shall be eliminated and replaced with a wall,</u> <u>windows, door, or other exterior design features which are architecturally consistent</u> with the exterior design of the structure and the main dwelling.

<u>Second story windows and glass doors shall be located to retain privacy between</u> properties through such methods as offset or clerestory placement, use of opaque or view-obscuring glass.

Manufactured homes shall be equipped with skirting to give the appearance of the manufactured home being located on grade. Synthetic materials of a similar appearance to the materials of the structure of the main dwelling and equivalent durability shall be permitted. Exterior siding shall be installed from the exterior finished grade to a point at or near the roof. However, if an approved solid wood, metal, concrete, or masonry perimeter foundation is used, the siding need not extend below the top of the foundation.

**17. Owner Occupancy Required.** As a condition to obtaining a building permit for an approved accessory dwelling unit, the property owner shall file with the County Recorder a declaration or agreement of covenants and restrictions that states one of the units shall be occupied as the primary residence of the owner of the lot. An accessory dwelling unit that is approved after January 1, 2020, but before January 1, 2025, is not subject to the owner occupancy and accompanying recordation of a deed restriction requirement.

**18** <u>17</u>. **Separate sale prohibited.** An accessory dwelling unit <u>cannot</u> <u>may not</u> be sold separately from the primary residence.

**19. The accessory dwelling unit** shall be considered legal only so long as either the primary residence, or the accessory dwelling unit, is occupied by the owner of record of the property; provided that, an accessory dwelling unit that is approved after January 1, 2020 but before January 1, 2025, is not subject to the owner occupancy requirement.

**20** <u>18</u>. **Short-term Rental Prohibited**. The minimum rental term of the accessory dwelling unit shall be no less than 30 days.

**24** <u>19</u>. **Demolished or destroyed.** If the accessory dwelling unit is demolished or destroyed, or if the accessory dwelling unit is modified such that it no longer complies with this section, the property owner shall return the lot and all improvements into a condition that complies fully with applicable land use and building standards set forth in this Code. The property owner shall apply for any and all permits necessary to complete the scope of work, as required under the City's building and fire codes.

**22** <u>20</u>. **Specific Junior Accessory Dwelling Units Requirements.** Notwithstanding anything contrary in this section, the requirements and standards of this subsection shall apply specifically to junior accessory dwelling units.

- a. The owner of the single-family lot shall occupy the single-family dwelling, any accessory dwelling unit that may exist on the lot in compliance with this section, or the junior accessory dwelling unit as their principal place of residence.
- b. As a condition to obtaining a building permit for a junior accessory dwelling unit, the property owner shall file with the County Recorder a declaration or agreement to restrictions, containing a reference to the deed under which the property was acquired by the owner and stating that:

1. The junior accessory dwelling unit cannot be sold separately from the primary residence; and

2. The size and attributes of the junior accessory dwelling units shall conform at all times with the requirements of California Government Code section 65852.22 and the Buena Park Municipal Code; <u>and</u>

3. Minimum rental term of either the junior accessory dwelling unit or primary residence shall be no less than 30 days; <u>and</u>

4. The restrictions shall be binding upon any successor in interest and ownership of the property and lack of compliance may result in legal action against the property owner to compel compliance with this section.

- c. A junior accessory dwelling unit shall include: a separate entrance from the main entrance to the proposed or existing single-family residence; and an efficiency kitchen, which shall include a cooking facility with appliances, <u>and</u> a food preparation counter or counters that is of reasonable size in relation to the size of the junior accessory dwelling unit.
- <u>d.</u> <u>When an existing garage, carport, or covered parking structure is demolished in</u> <u>conjunction with the development or conversion of a JADU, replacement off-</u> <u>street parking is required.</u>
- e. <u>A junior accessory dwelling unit that does not include a separate bathroom shall</u> include a separate entrance from the main entrance to the structure, with an interior entry to the main living area.

> <u>f.</u> <u>The owner of a property with a junior accessory dwelling unit shall reside in one</u> of the dwelling units on the property. This owner-occupancy requirement shall not apply to a junior accessory dwelling unit owned by a governmental agency, land trust, or housing organization.

SECTION 3. Environmental Review. The proposed zone text amendment is exempt from CEQA pursuant to the California Public Resources Code Section 21080.17, which provides that a project is exempt as CEQA does not apply to adoption of ordinances by a city or county that implement the provisions of Section 65852.2 of the Government Code, which is California's ADU Law and which also regulates Junior Accessory Dwelling Units, as defined by Section 65852.22 of the Government Code. The proposed zoning text amendment implements the updates to Government Code Section 65852.2 that have gone into effect since January 1, 2023

SECTION 4. Severability. The City Council declares that, should any provision, section; paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Ordinance shall remain in full force and effect.

SECTION 5. Effectiveness. This Ordinance shall take effect 30 days after the final passage by City Council.

SECTION 6. Certification. The City Clerk of the City of Buena Park shall certify to the passage of the Ordinance and shall cause the same to be posted in the manner required by law.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by the following called vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

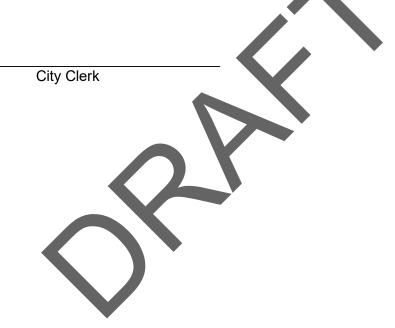
ABSTAIN: COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

I, Adria Jimenez, MMC, City Clerk of the City of Buena Park, California, do hereby certify that the foregoing ordinance was introduced and passed at a regular meeting of the City Council of the City of Buena Park held on the \_\_\_\_\_ day of \_\_\_\_\_2024.





### ORDINANCE ADOPTING TEXT AMENDMENT NO. C-24-2 TO REVISE TITLE 19 OF THE BUENA PARK MUNICIPAL CODE REGARDING DEVELOPMENT STANDARDS FOR ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

Zoning Text Amendment within Title 19 of the Buena Park Municipal Code regarding development standards for Accessory Dwelling Units and Junior Accessory Dwelling Units in the Single-Family and Multifamily Residential Zones Section 19.348.010 (Accessory Dwelling Units and Junior Accessory Dwelling Units) Citywide.

Meeting	Agenda Group
Tuesday, March 26, 2024, 5:00 PM	PUBLIC HEARING Item: 6B
Presented By	Prepared By
lan McAleese, Associate Planner	Matt Foulkes, Director of Community and Economic Development
Approved By	
Aaron France, City Manager	

### **RECOMMENDED ACTION**

1) Conduct a public hearing; and, 2) Make certain findings and adopt an Ordinance amending Title 19 (Zoning) of the Buena Park Municipal Code (BPMC) in specified Section 19.348.010 related to Accessory Dwelling Units and Junior Accessory Dwelling Units within Single-Family and Multifamily residential zones.

### PREVIOUS CITY COUNCIL ACTION

On February 28, 2024, the Planning Commission considered the proposed Ordinance and adopted Resolution No. 6329 recommending that the City Council adopt the proposed Ordinance approving Text Amendment No. C-24-2, by a 5-0 vote.

### DISCUSSION

Since 2003, state law (Government Code Section 65852.2) has required cities to allow Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU) in single-family zones subject to certain development standards. Amendments to state law over the past five years have resulted in the City amending the municipal code several times to remain compliant. In 2022, Senate Bill 897 and Assembly Bill 2221, as well as Assembly Bill 976 in 2023, were signed into law to further reduce barriers to the development of ADUs and JADUs. These bills have modified ADU and JADU development standards and require the City to update the applicable municipal code sections to be consistent with state law.

Currently, the Zoning Code does not satisfy requirements of AB 2221, SB 879, and AB 976. The proposed zoning text amendment will update the development standards and requirements for ADUs and JADUs Citywide for single-family residential, multifamily residential, and residential mixed-use developments. It will update height requirements, objective design standards, setbacks, and owner-occupancy requirements in compliance with state law. In addition to the development standards, the proposed zoning text amendment also includes minor adjustments to clarify sections of the code applicable to ADU/JADUs. Specific provisions of the proposed ordinance include:

- 1. Changing the height allowances to match state law.
- 2. Requiring that ADUs with second stories retain privacy between properties through screening.
- 3. Creating a definition of a manufactured home in compliance with state law and creating specific objective design standards applicable within the City.
- 4. Creating objective design standards applicable to all ADUs defining and requiring certain architectural elements.

These proposed code amendments will bring the City's ADU regulations into compliance with state law, provide clearer standards for the community, and allow for easy-to-understand design guidelines for future ADUs and JADUs.

### **ENVIRONMENTAL ASSESSMENT**

Public Resources Code Section 21080.17, CEQA does not apply to adoption of an ordinance by a city or county to implement the provisions of Section 65852.2 of the Government Code (State ADU Law). The proposed Zoning Text Amendment implements the updates to California Government Code Section 65852.2 and 65852.22 within the City of Buena Park Zoning Code in a manner that is consistent with the requirements of state ADU/JADU laws that have gone into effect since January 1, 2023.

### **PUBLIC HEARING NOTICE**

A notice of the public hearing was posted at City Hall, the Buena Park Library, and Ehlers Event Center on March 15, 2024. A notice of the public hearing was also published in the *Buena Park Independent* on March 15, 2024.

### **BUDGET IMPACT**

There is no budget impact associated with the proposed Ordinance.

### **Attachments**

City Council Ordinance - Text Amendment No. C-24-2.pdf Planning Commission Resolution No. 6329.pdf

# AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA, AMENDING SECTION 19.348.010 (ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS) OF TITLE 19 (ZONING) OF THE BUENA PARK MUNICIPAL CODE

# A. RECITALS.

(i) The City of Buena Park ("City") is a California charter city with plenary authority over all "municipal affairs" and the broad "police powers" vested by California's Constitution, pursuant to which it may make and enforce laws necessary to protect and preserve the health, safety, and welfare of residents' subject only to enactments by the California Legislature on matters of "statewide concern."

(ii) Consistent with such authority, the City enacted the Buena Park Municipal Code ("BPMC") and Buena Park Zoning Code (Title 19 of the BMPC, hereinafter "BPZC") to, among other things, regulate the location and nature of land uses in the City.

(iii) On September 28, 2022, Governor Gavin Newsom signed Senate Bill ("SB") 897 and Assembly Bill ("AB") 2221 into law and on October 11, 2023, signed AB 976 (the "Bills") into law, amending Government Code section 65852.2, and thereby enacting new Statewide requirements for Accessory Dwelling Units ("ADU") and Junior Accessory Dwelling Units ("JADU").

(iv) On February 28, 2024, the Planning Commission of the City of Buena Park, held a duly noticed public hearing to consider a recommendation to the City Council to approve Zoning Text Amendment No. C-24-2 and unanimously recommended that the City Council approve the Text Amendment.

(v) On March 26, 2024, the City Council conducted a duly noticed public hearing to consider Zoning Text Amendment No. C-24-2.

(vi) This Ordinance is a text change to the BPZC and has been processed and considered in accordance with the provisions of Section 19.124.010 (Text Change) of the Buena Park Municipal Code, as well as applicable provisions of California law, and all other legal prerequisites to the adoption of this Ordinance have occurred.

B. ORDINANCE.

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

SECTION 1. Recitals. The facts set forth in the Recitals, Part A, of this Ordinance are true and correct, and incorporated into this Ordinance as substantive findings.

SECTION 2. Section 19.348.010 of the Buena Park Municipal Code, entitled "Accessory Dwelling Units and Junior Accessory Dwelling Units," is hereby amended to read as follows (new text reflected in <u>underline</u> and deleted text in <u>strikethrough</u>):

# 19.348.010 Accessory Dwelling Units and Junior Accessory Dwelling Units.

- A. Purpose. The purpose of this section is to establish regulations governing accessory dwelling units (ADU) and junior accessory dwelling units (JADU) in compliance with California Government Code Sections 65852.2 and 65852.22, and to provide local standards for the development of accessory dwelling units and junior accessory dwelling units so as to increase the supply of smaller and affordable housing units in the city while ensuring that such units remain compatible with existing neighborhoods. <u>An accessory dwelling unit also includes a manufactured home, as defined in Section 18007 of the Health and Safety Code.</u>
- **B. Submittal Requirements and Application Processing.** Any application for an accessory dwelling unit or junior accessory dwelling unit shall include a site plan, floor plan, <u>demolition plan</u>, and elevations substantiating and evidencing compliance with all applicable development standards. Where all requirements of this section and the Buena Park City Code appear to be met, the application shall be approved ministeria<u>l</u>ly without discretionary review or public hearing within sixty (60) days of receiving the application. The City and applicant may agree to additional time with a written request from the applicant.

If the City denies an application for an ADU or JADU, the City shall, within the 60-day period, return in writing a full set of comments to the applicant with a list of items that are defective or deficient and provide a description of how the application can be corrected by the applicant.

<u>Applications to replace a detached garage with an ADU shall require a demolition</u> permit for the garage. The demolition permit will be reviewed with the application for the ADU and issued at the same time as the permit to construct the ADU.

C. Development Standards. Under the provisions of this section, each accessory dwelling unit or junior accessory dwelling unit shall comply with local building codes and all development standards contained in Division 3 <u>(Single Family Residential Zones)</u> of this Title 19 <u>(Zoning)</u>, except as otherwise specified herein:

1. Location. Accessory dwelling units are allowed on lots zoned for single-family residential which contain or are proposed to be developed with a single-family dwelling, or on lots zoned for multi-family residential or mixed-use residential use which contain or are proposed to be developed with a multi-family dwelling. Subject to the standards of this section, accessory dwelling units may be attached, detached, or located within an existing primary residence, which shall include an attached garage, or existing accessory structure. Junior accessory dwelling units shall only be allowed on lots zoned for single-family residential use and which are developed with or are proposed to be developed with a single-family dwelling.

**2. Minimum Lot Size and Allowable Density**. Minimum lot size and density requirements shall not be applicable when determining minimum lot size or allowable density for development of an accessory dwelling unit or junior accessory dwelling unit.

**3. Height of Structure.** The height of an <del>attached or detached</del> accessory dwelling unit shall not exceed sixteen (16) feet, measured from grade, <u>except as follows</u>:

- a. Notwithstanding Section C.3 above, if the existing or proposed primary dwelling unit is two stories in height, the attached or detached accessory dwelling unit may also be up to two-stories in height.
- a. <u>Notwithstanding Section C.3 above, ADUs on single-family zoned lots, if the</u> <u>ADU is attached to the primary dwelling unit, the maximum height is two (2)</u> <u>stories not to exceed thirty (30) feet, or as high as the existing two-story primary</u> <u>dwelling unit, whichever is lower.</u>
- <u>Notwithstanding Section C.3 above, the maximum height of a detached ADU on</u> <u>a lot zoned for multifamily residential or residential mixed-use which are</u> <u>developed or proposed to be developed with a multifamily, multistory dwelling is</u> <u>20 feet.</u>
- <u>c.</u> Notwithstanding Section C.3 above, if a parcel contains an existing or proposed single-family or multifamily dwelling unit is located within one half of one mile of a "major transit stop" or a "high quality transit corridor" as those terms are defined in Section 21155 of the Public Resource Code, the maximum height of a detached ADU is 20 feet, measured from existing finished grade to the highest point of the roof.

**4. Access.** Any external access staircase for the accessory dwelling unit, whether attached or detached, shall not be located at the front <u>on street facing elevation(s)</u> of the single-family or multi-family dwelling unit(<u>s)</u>, as applicable.

# 5. Setbacks.

- a. An existing living area or accessory structure that is converted to an accessory dwelling unit, or an accessory dwelling unit that is constructed in the same location and to the same dimensions as an existing living area or accessory structure, may maintain the existing setbacks applicable to the existing area or structure. Any other accessory dwelling unit must maintain a minimum 4-foot setback <u>of four (4) feet to the rear-yard property line and four (4) feet to the sideyard property line</u>.
- b. Any second story windows, decks, balconies or landing shall provide screening to minimize the loss of privacy for neighboring properties. A minimum second story balcony side or rear yard setback of 5 ft. to the property line shall be provided.

c. An ADU that complies with all other applicable development standards may be built within the front yard setback of a lot if it is otherwise physically infeasible to build such an ADU on other areas of the lot while maintaining the minimum rear and side yard setbacks outlined in this Subsection (C)(5).

# 6. Number of Dwelling Units.

a. Single-Family Zone. The number of accessory dwelling units or junior accessory dwelling units that may be located on any lot in single-family zones is limited to one (1) of the following options:

i. ADU Conversion. One (1) accessory dwelling unit may be located within an existing single\_family dwelling or existing accessory structure, or within a single\_family dwelling that is proposed to be constructed. Accessory dwelling units that are located within an existing accessory structure may include an expansion of not more than one hundred fifty (150) square feet beyond the existing or proposed physical dimensions of the structure for the exclusive purpose of accommodating ingress and egress to the accessory dwelling unit.

ii. New ADU. One <u>(1)</u> detached or attached newly constructed accessory dwelling unit may be located on lots which contain an existing single-family dwelling or which are proposed to be developed with a single-family dwelling.

iii. Junior ADU. One <u>(1)</u> junior accessory dwelling unit may be located within a single-family dwelling, <u>which shall include an attached garage</u>, or within a single-family dwelling that is proposed to be constructed. The junior accessory dwelling unit conversion may include an expansion of not more than one hundred fifty (150) square feet beyond the existing physical dimensions of the single-family dwelling only for the purpose of accommodating ingress and egress to the junior accessory dwelling unit.

iv. Unit Combinations. One (1) junior accessory dwelling unit under subsection <u>CB.65</u>.a.iii above, plus one (1) detached <del>newly constructed</del> accessory dwelling unit under <del>subsection (B)(5)(a)(ii)</del> <u>subsection C.6.a.i</u> <u>or subsection C.6.a.ii</u> above, may be located on lots which are or are proposed to be developed with a single-family dwelling.

b. Multifamily Zones <u>and Mixed Use Zones</u>. The number of accessory dwelling units that may be constructed on any lot in multifamily <u>residential</u> zones <u>and mixed use zones</u> is limited as follows:

i. A maximum of  $\underline{\text{two}}(2)$  newly constructed detached accessory dwelling units may be constructed on lots which are developed or are proposed to be developed with a multi-family dwelling unit. so long as any accessory dwelling unit is no more than 16 feet in height from grade, and has at least 4-foot side and rear yards setbacks.

ii. Within an existing multifamily dwelling structure, an accessory dwelling unit may be converted from areas not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages. The number of accessory dwelling units that may be developed within an existing multifamily dwelling shall not exceed 25 percent of the existing dwelling units within the multifamily dwelling structure (not counting any accessory dwelling units). At least one (1) such accessory dwelling unit conversion is permitted under this subsection. All such units shall comply with applicable fire and building code requirements.

iii. Junior accessory dwelling units are not permitted in multifamily <u>residential</u> zones.

# 7. Dwelling Size.

a. Newly constructed attached or detached accessory dwelling units shall not exceed 850 square feet for an accessory dwelling unit that provides up to one bedroom, and shall not exceed 1,000 square feet for an accessory dwelling unit that provides more than one bedroom.

b. The total floor area of any attached or detached accessory dwelling unit or a junior accessory dwelling unit shall be of a minimum of 150 square feet, or as specified in Section 17958.1 of the California Health and Safety Code.

c. Junior accessory dwelling units shall not exceed 500 square feet.

**8. Off-Street Parking.** One parking space per accessory dwelling unit shall be provided. These spaces may be provided as tandem parking on an existing driveway, or on a driveway in side yard and rear yard as permitted in Table 19.320.030-C and Table 19.320.040-D of this Title. Parking is limited to lawfully paved areas approved by the City. No parking for the accessory dwelling unit is required if any one (1) of the following conditions are met:

a. The unit is located within <del>1/2</del> <u>one-half of one</u> mile of walking distance of public transit.

b. The unit is located within an architecturally and historically significant historic district.

c. The unit is part of (i.e., contained within) the footprint of the primary single family dwelling or an accessory building.

d. When on-street parking permits are required but not offered to the occupant of the <u>accessory dwelling</u> unit.

e. When there is a car share vehicle located within 1 block of the unit.

- f. When an existing garage, carport, or covered parking structure is demolished in conjunction with the development or conversion of an ADU, replacement off-street parking for the main dwelling unit shall not be required.
- g. <u>When a permit application for an ADU is submitted with a permit</u> <u>application to create a new single-family dwelling or a new multifamily</u> <u>dwelling on the same lot, provided that the ADU or the parcel satisfies</u> <u>any other criteria listed in this paragraph.</u>

**9.** Location of Required Parking. Parking required <u>or proposed</u> for the accessory dwelling unit may be located in the following locations, as approved by the City, ordered from most preferred to least preferred:

a. A garage, carport, or covered space on a driveway; which complies with required setbacks for both primary and accessory structures.

- b. An uncovered tandem space on a driveway.
- c. Within the required street side yard setback.
- d. Within the required side or rear yard setback subject to screening.
- e. Within the required front yard setback.

f. Parking in setbacks and tandem driveway parking remain subject to the Building Code regarding egress and any other applicable site specific fire and/or life safety conditions of approval as determined by the Building Official.

g. Onsite parking required for the accessory dwelling unit shall be maintained and available for parking purposes at all times.

## 10. <u>Vehicular</u> Access.

a. The accessory dwelling unit shall utilize the same vehicular access that serves the existing main dwelling unit, unless:

i. The accessory dwelling unit has access from an alley contiguous to the lot; or

ii. The lot is a corner lot with a second driveway, and the second driveway is located on the side street; and

iii. A second driveway does not result in the loss of an on-street parking space.

b. No passageway connecting the accessory dwelling unit to a street is required. Each accessory dwelling unit or junior accessory dwelling unit shall maintain independent exterior access from the existing residence.

**11. Way Finding.** Each unit shall display address in compliance with the current California Residential Code as adopted and amended by the City.

**12. Utilities.** All utilities servicing the accessory dwelling unit or junior accessory dwelling unit may be metered in conjunction with the primary dwelling, in compliance with Government Code Section 65852.2(f).

**13. Restricted Areas.** Accessory dwelling units or junior accessory dwelling units shall not be allowed where roadways, public utilities and services are inadequate with reference to objective and published thresholds established by the utility or service provider. To ensure access by public safety vehicles, an accessory dwelling unit may not be located on a lot that fronts a roadway that is narrower than the minimum road width standards established by the Orange County Fire Authority's Master Plans for Commercial and Residential Development (as the same may be amended from time to time), unless:

- a. One (1) on-site parking space is provided for each bedroom included in the accessory dwelling unit; and
- b. Replacement on-site parking spaces are provided for any parking spaces that are lost or converted to accommodate the accessory dwelling unit; or alternatively,
- c. A conditional use permit is issued pursuant to Section 19.128.020 of this code, provided that the conditional use permit shall be approved if affirmative findings are made based on the following criteria:
  - Adequate street access and traffic capacity are or will be available to serve the proposed development as well as existing and anticipated development in the surrounding area; and
  - (ii) Adequate utilities and public services are or will be available to serve the proposed development as well as existing and anticipated development in the surrounding area.

**14. Building and fire codes.** The property owner shall comply with all current State and local building and fire codes. Fire sprinklers are not required for the accessory dwelling unit or junior accessory dwelling unit if they are not required for the primary residence or multi-family dwelling. <u>The construction of an ADU, by itself, shall not trigger requirements to install fire sprinklers in any existing main dwelling.</u>

**15. Park fees.** For accessory dwelling units of 750 square feet or more, a proportionate amount of Park Land Dedications and In-Lieu Fees shall be paid, based upon the

square footage of the primary dwelling unit as computed per Chapter 18.64 of Title 18 of the Buena Park City Code. For accessory units located on multi-family properties, Park Land Dedications and In-Lieu Fees shall be calculated based upon a proportion of the total number of units in the dwelling.

**16.** Architectural <u>Objective Design Standards</u> Compatibility. Accessory dwelling units or junior accessory dwelling units shall incorporate the same architectural features, building materials, and color as the main dwelling unit on the property. These features shall include, but are not limited to, roofing material, roof design (i.e. slope, style), fascia, exterior building finish, color, exterior doors, and windows, including, but not limited to, ratios of window dimensions (i.e., width to height) and window area to wall area, garage door, and architectural enhancements.

<u>When an existing garage is converted into a JADU/ADU, the existing garage door, if</u> <u>visible from public or private right-of-way, shall be eliminated and replaced with a wall,</u> <u>windows, door, or other exterior design features which are architecturally consistent</u> with the exterior design of the structure and the main dwelling.

Second story windows and glass doors shall be located to retain privacy between properties through such methods as offset or clerestory placement, use of opaque or view-obscuring glass.

<u>Manufactured homes shall be equipped with skirting to give the appearance of the manufactured home being located on grade. Synthetic materials of a similar appearance to the materials of the structure of the main dwelling and equivalent durability shall be permitted. Exterior siding shall be installed from the exterior finished grade to a point at or near the roof. However, if an approved solid wood, metal, concrete, or masonry perimeter foundation is used, the siding need not extend below the top of the foundation.</u>

**17. Owner Occupancy Required.** As a condition to obtaining a building permit for an approved accessory dwelling unit, the property owner shall file with the County Recorder a declaration or agreement of covenants and restrictions that states one of the units shall be occupied as the primary residence of the owner of the lot. An accessory dwelling unit that is approved after January 1, 2020, but before January 1, 2025, is not subject to the owner occupancy and accompanying recordation of a deed restriction requirement.

**18** <u>17</u>. **Separate sale prohibited.** An accessory dwelling unit <u>cannot</u> <u>may not</u> be sold separately from the primary residence.

**19. The accessory dwelling unit** shall be considered legal only so long as either the primary residence, or the accessory dwelling unit, is occupied by the owner of record of the property; provided that, an accessory dwelling unit that is approved after January 1, 2020 but before January 1, 2025, is not subject to the owner occupancy requirement.

**20** <u>18</u>. **Short-term Rental Prohibited**. The minimum rental term of the accessory dwelling unit shall be no less than 30 days.

**24** <u>19</u>. **Demolished or destroyed.** If the accessory dwelling unit is demolished or destroyed, or if the accessory dwelling unit is modified such that it no longer complies with this section, the property owner shall return the lot and all improvements into a condition that complies fully with applicable land use and building standards set forth in this Code. The property owner shall apply for any and all permits necessary to complete the scope of work, as required under the City's building and fire codes.

**22** <u>20</u>. **Specific Junior Accessory Dwelling Units Requirements.** Notwithstanding anything contrary in this section, the requirements and standards of this subsection shall apply specifically to junior accessory dwelling units.

- a. The owner of the single-family lot shall occupy the single-family dwelling, any accessory dwelling unit that may exist on the lot in compliance with this section, or the junior accessory dwelling unit as their principal place of residence.
- b. As a condition to obtaining a building permit for a junior accessory dwelling unit, the property owner shall file with the County Recorder a declaration or agreement to restrictions, containing a reference to the deed under which the property was acquired by the owner and stating that:

1. The junior accessory dwelling unit cannot be sold separately from the primary residence; and

2. The size and attributes of the junior accessory dwelling units shall conform at all times with the requirements of California Government Code section 65852.22 and the Buena Park Municipal Code; and

3. Minimum rental term of either the junior accessory dwelling unit or primary residence shall be no less than 30 days; <u>and</u>

4. The restrictions shall be binding upon any successor in interest and ownership of the property and lack of compliance may result in legal action against the property owner to compel compliance with this section.

- c. A junior accessory dwelling unit shall include: a separate entrance from the main entrance to the proposed or existing single-family residence; and an efficiency kitchen, which shall include a cooking facility with appliances, <u>and</u> a food preparation counter or counters that is of reasonable size in relation to the size of the junior accessory dwelling unit.
- <u>d.</u> <u>When an existing garage, carport, or covered parking structure is demolished in</u> <u>conjunction with the development or conversion of a JADU, replacement off-</u> <u>street parking is required.</u>
- e. <u>A junior accessory dwelling unit that does not include a separate bathroom shall</u> include a separate entrance from the main entrance to the structure, with an interior entry to the main living area.

> <u>f.</u> <u>The owner of a property with a junior accessory dwelling unit shall reside in one</u> of the dwelling units on the property. This owner-occupancy requirement shall not apply to a junior accessory dwelling unit owned by a governmental agency, land trust, or housing organization.

SECTION 3. Environmental Review. The proposed zone text amendment is exempt from CEQA pursuant to the California Public Resources Code Section 21080.17, which provides that a project is exempt as CEQA does not apply to adoption of ordinances by a city or county that implement the provisions of Section 65852.2 of the Government Code, which is California's ADU Law and which also regulates Junior Accessory Dwelling Units, as defined by Section 65852.2 of the Government Code. The proposed zoning text amendment implements the updates to Government Code Section 65852.2 that have gone into effect since January 1, 2023

SECTION 4. Severability. The City Council declares that, should any provision, section; paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Ordinance shall remain in full force and effect.

SECTION 5. Effectiveness. This Ordinance shall take effect 30 days after the final passage by City Council.

SECTION 6. Certification. The City Clerk of the City of Buena Park shall certify to the passage of the Ordinance and shall cause the same to be posted in the manner required by law.

	PASSED AND ADOPTED this	day of	2024, by the following called
vote:			

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Mayor

ATTEST:

City Clerk

I, Adria Jimenez, MMC, City Clerk of the City of Buena Park, California, do hereby certify that the foregoing ordinance was introduced and passed at a regular meeting of the City Council of the City of Buena Park held on the \_\_\_\_\_ day of \_\_\_\_\_2024.

City Clerk

# RESOLUTION NO. 6329 TEXT AMENDMENT NO. C-24-2

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK RECOMMENDING THAT THE CITY COUNCIL APPROVE ZONING TEXT AMENDMENT NO. C-24-2 AMENDING SECTION 19.348.010 (ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS) OF TITLE 19 (ZONING) OF THE BUENA PARK MUNICIPAL CODE

# A. <u>Recitals.</u>

(i) The City of Buena Park ("City") is a California charter city with plenary authority over all "municipal affairs" and the broad "police powers" vested by California's Constitution, pursuant to which it may make and enforce laws necessary to protect and preserve the health, safety, and welfare of residents' subject only to enactments by the California Legislature on matters of "statewide concern."

(ii) Consistent with such authority, the City enacted the Buena Park Municipal Code (BPMC) and Buena Park Zoning Code (Title 19 of the BPMC, hereinafter "BPZC") to, among other things, regulate the location and nature of land uses in the City.

(iii) On September 28, 2022, Governor Gavin Newsom signed Senate Bill ("SB") 897 and Assembly Bill ("AB") 2221 into law and on October 11, 2023, signed AB 976 (the "Bills") into law, amending Government Code section 65852.2, and thereby enacting new Statewide requirements for Accessory Dwelling Units ("ADU") and Junior Accessory Dwelling Units ("JADU").

(iv) On February 28, 2024, the Planning Commission of the City of Buena Park, held a duly noticed public hearing to consider a recommendation to the City Council to approve Zoning Text Amendment No. C-24-2. Said public hearing was concluded prior to the adoption of this Resolution.

B. <u>Resolution</u>.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF BUENA PARK does hereby finds, determines, and resolves as follows:

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

2. Based upon substantial evidence presented to the Planning Commission during the above-referenced hearing, including written staff reports, verbal testimony, draft resolution, and draft Ordinance, the Planning Commission hereby specifically finds as follows: a. **Finding:** Explanation of the relationship to the General Plan and any applicable Specific Plans. (See California Government Code Section 65855).

**Fact:** The proposed text amendment conforms to the City of Buena Park General Plan and furthers the intent of the Housing Element for providing more housing in the City by furthering Goal 3.0 and Policies 3.1, 3.2, and 3.3, and Goals LU-5 and LU-6 of the Land Use Element.

b. **Finding:** Consideration of the effect of the proposal on the housing needs of the region balanced against the public service needs of City residents and the fiscal and environmental resources available. (See California Government Code Section 65863.6).

**Fact:** The proposed text amendment expands the allowances for ADUs which will increase their viability and will not negatively impact housing needs.

3. The Planning Commission hereby recommends that the City Council of the City of Buena Park finds and determines that the proposed Zoning Text Amendment in this Resolution is exempt from CEQA pursuant to the California Public Resources Code Section 21080.17, because this amendment implements the provisions of Section 65852.2 of the Government Code, California's ADU Law. The proposed zoning text amendment implements the updates to Government Code Section 65852.2.

4. The Planning Commission hereby recommends that the City Council of the City of Buena Park adopt the attached draft Ordinance approving Zoning Text Amendment No. C-24-2.

- 5. The Secretary of this Commission shall:
  - a. Certify to the adoption of this Resolution.

b. Transmit a copy of this Resolution to the City Council of the City of Buena Park together with the record prepared with respect to these proceedings including the attached ordinance approving proposed Zoning Text Amendment No. C-24-2. This Resolution shall go into effect immediately upon its adoption. Resolution No. 6329 Text Amendment No. C-24-2 February 28, 2024

PASSED AND ADOPTED this 28<sup>th</sup> day of February 2024 by the following called vote:

AYES: 5 COMMISSIONERS: Diep, Choi, Davis, Patiño, and and Judeh

- NOES: 0 COMMISSIONER:
- ABSENT: 0 COMMISSIONER:
- ABSTAINED: 0 COMMISSIONER:

Mirvette Judeh Chair

ATTESTED:

100

Swati Meshram, PhD, AICP, LEED AP Planning Manager



**City Council Regular Meeting Agenda Report** 

# DISCUSS AND PROVIDE DIRECTION ON A COMMERCIAL CORRIDOR BLIGHT ABATEMENT AND FACADE IMPROVEMENT PROGRAM

Meeting	Agenda Group
Tuesday, March 26, 2024, 5:00 PM	STUDY SESSION Item: 9A
Presented By	Prepared By
Matt Foulkes, Director of Community and Economic Development	Matt Foulkes, Director of Community and Economic Development
Approved By	
Aaron France, City Manager	

### DISCUSSION

This study session item was requested by Councilmembers Castaneda and Traut to discuss the development of a commercial corridor blight abatement and façade improvement program. The City has several commercial corridors and they are as follows:

- Beach Boulevard
- La Palma Avenue
- Knott Avenue
- Commonwealth Avenue
- Artesia Boulevard
- Orangethorpe Avenue
- Western Avenue (partial)
- Stanton Avenue (partial)
- Valley View Street (partial)
- Lincoln Avenue (partial)

While many commercial and industrial property owners and/or businesses do an excellent job maintaining their properties, there are others who have allowed their properties to deteriorate causing commercial blight. Examples of commercial blight include:

- Graffiti
- Vacant storefronts
- Dead, missing or overgrown landscaping
- Cracked or peeling paint/damaged stucco
- Damaged or dilapidated signage
- Broken or damaged storefront windows
- Poor parking lot maintenance
- Trash accumulation

Each of the above issues can contribute to the appearance of blighted commercial or industrial properties. Neglected or blighted properties not only reduces their own property value, but also negatively impacts surrounding properties and

businesses, reduces economic activity, and becomes an attractive nuisance for other undesirable activities that contribute to a general negative impression of the area by community members and visitors. Even minor property maintenance issues, if not rapidly addressed, can lead to further property deterioration. This is often referred to as the "Broken Windows" theory, which is the concept that states visible signs of neglect signal a lack of social control which can lead to increases in unlawful activities at a property.

Additionally, commercial/industrial properties receive less code enforcement complaints than residential properties because business patrons are generally unlikely to file a complaint and will instead simply not shop/dine at the blighted property. Employees very rarely submit complaints unless the violation is creating a life-safety issue or is especially egregious. Code Enforcement is primarily reactive to complaints received, but has conducted limited proactive code enforcement efforts along Beach Boulevard (Entertainment Corridor), and Auto Center Drive/Whitaker Street.

In 2015, the City Council directed staff to explore options for a grant program to assist with the beautification of a private property on Beach Boulevard. The focus of the program was the east side of Beach Boulevard between Commonwealth Avenue and Auto Center Drive. The City contracted with design firm MDG Associates to provide sample elevations and cost estimates for businesses participating in the program. The program offered a 50/50 split between the City and property owner for the construction costs associated with the façade improvements. The City Council allocated \$525,000 for Phase 1 of the façade improvement program using the Economic Development Fund. In 2018, after two years of working with property owners on Beach Boulevard to implement the program, it was reported that none of the property owners were willing to participate unless the City contributed more funds towards the improvement projects. One of the primary reasons cited by property owners for not wanting to participate was the prevailing wage requirements for the improvement work. No further action was taken, and the program was terminated. Prior to the 2015 program, the City had allocated a portion of its CDBG funds for commercial façade improvements. The use of CDBG funds are eligible for this type of program, but would require the City to reduce the amount of funding allocated to other CDBG programs such as Code Enforcement or the Residential Rehab Program.

### **Commercial Blight Abatement and Façade Improvement**

Should the City Council provide direction to move forward with this effort, the Commercial Corridor Blight Abatement and Façade Improvement Program would be aimed at revitalizing and rejuvenating deteriorated commercial and industrial properties along key corridors in the City. The program would seek to address these issues systematically and in partnership with property/business owners to create a more aesthetically pleasing and economically thriving commercial environment. This could be accomplished through a multi-pronged effort including:

- Financial and Technical Assistance: Partner with willing property owners to provide technical and financial assistance to implement landscaping, parking lot, façade, and signage improvements, to enhance the visual appeal of commercial properties.
- Enhanced Proactive Code Enforcement: For property owners not interested, or not willing to participate in the façade improvement program, proactively initiate code enforcement action on commercial and industrial properties found to be in violation of the City's regulations for property maintenance.
- Support Small Businesses: Provide additional resources and referrals to support small businesses and property owners
  wanting to invest in the rehabilitation and occupancy of vacant or underutilized spaces. This could include referrals to
  Small Business Administration (SBA) loans, the Small Business Development Center (SBDC) or other applicable grant
  funding geared towards business improvement/investment.

### City of Los Alamitos Program

In October 2023, the Los Alamitos City Council approved an Economic Development program "Revive Los Alamitos," which offered businesses up to \$15,000 to improve their commercial storefronts. The program allows up to 50% of the project costs to be paid for by the City. Eligible improvements included:

- Exterior paint
- Windows, Doors, Signage

- Landscaping, Irrigation
- Awnings, Canopies/Pergolas
- Exterior facade treatments and additions

### City of Anaheim Storefront Improvement Program

This program is intended for commercial property owners and business owners, and provides financial assistance in the form of a one-time City grant. There are two programs available:

- Cosmetic Improvements of up to \$10,000
- Structural Improvements of up to \$100,000

An eligible applicant must either own commercial property or be a tenant of a commercial property with a valid business license in the City. The business must be a permitted use within the commercial zone and must be up to date on the payment of property taxes, utility fees, and transient occupancy taxes (if applicable) and not have any liens on the property.

Eligible improvements for the Cosmetic Improvements grant include:

- Professional repair of exterior surfaces
- Exterior painting of buildings visible from public right-of-way
- Exterior lighting to enhance building appearance and/or safety
- Landscaping, awnings, and canopies
- Removal of nonconforming signs

The maximum total Cosmetic Improvement grant is \$10,000. Each business is required to contribute at least 25% of the total eligible improvement costs, which includes soft costs such as plans, permits and architectural and engineering fees. The City will provide grant funds up to 75%, not to exceed \$10,000 of the total eligible improvement costs.

Eligible improvement for the Structural Improvements grant includes:

- Storefront restoration or renovation
- Exterior painting of buildings and exterior façade treatments (stucco, brick veneer, etc.)
- Signage repair or replacement (wall/monument)
- Exterior door and window repair or replacement
- Exterior lighting to enhance building appearance and/or safety
- Mechanical equipment screening visible from public right-of-way
- Landscaping
- Parking lot resurfacing/re-striping

By accepting grant funds, the applicant agrees to maintain all improvements and to keep storefronts, as well as sides and back of buildings, clean and free of graffiti and trash for five (5) years if the applicant owns the property; or for the remainder of the term of the lease if the applicant is a tenant. Any damage to the facade is to be repaired immediately by the applicant, at applicant/owners' sole cost.

### City of Long Beach Program

Eligible commercial property owners can receive up to \$25,000 per storefront and \$175,000 per parcel to pay for façade improvements that include painting, awnings and signage. To be eligible for the Program, commercial storefront properties must be located along business corridors in select areas of the City that are designated as high-need neighborhoods and poverty zones. The Program provides financial assistance in the form of a grant to commercial property owners to improve the appearance of the entire façade of their property that is visible from the street. The Program does not require matching funds from the participants and applicants are free to select their contractors. The chosen contractor must comply with the City's contractor requirements, such as the federal Davis-Bacon and California prevailing wage rates and contractor's insurance/license requirements. Work must be completed within three to six months of the award.

### City of Carson Program

The Commercial Façade Improvement Program provides Carson business and property owners with matching grants to improve their storefronts and attract new visitors to the City's major commercial corridors. Tenants and/or property owners qualify for a reimbursement grant of \$2,500 to \$25,000 for storefront aesthetic improvements. A dollar-for-dollar match is required for amounts over \$2,500. For owners of multi-tenant centers, the maximum grant is \$250,000 based on a total expenditure of no less than \$497,500 on eligible exterior improvements. Priority is given to commercial buildings and centers located on specified major thoroughfares in the City.

### City of South Gate Program

The Commercial Façade Improvement Program provides financial assistance in the form of a matching grant to commercial property and/or business owners to make facade improvements and correct certain code violations to commercial buildings located in South Gate. The program is being funded by Community Development Block Grant (CDBG) funds. These funds are designed to meet community development needs and provide aid in the removal of blight, particularly in low- and moderate-income areas. Funding assistance shall be available to eligible commercial property and/or business owners, who meet specified requirements. The maximum grant amount that will be awarded per applicant is \$40,000. The applicant will be required to contribute \$6,000 of personal funds towards the approved improvements to the building.

### Next Steps / Direction Requested

Should the City Council provide direction to develop a Commercial Blight Abatement and Façade Improvement program, City staff will draft the program guidelines and funding limits based on the experiences of nearby cities. Formal adoption of the program would come back to the City Council for consideration and budget allocation at a future meeting. Staff is requesting input on:

- Specific street segments, corridors, or properties where the City Council would like the program to focus its initial efforts.
- Guidance or input on the funding source for the program (e.g. Economic Development Fund or CDBG).
- Input or direction on the funding amounts per property or total amount to be allocated.
- Input or direction on matching requirements for the program participation.



### DISCUSS AND PROVIDE DIRECTION ON THE RENOVATION OF THE PEAK PARK POOL BUILDING

Meeting	Agenda Group
Tuesday, March 26, 2024, 5:00 PM	STUDY SESSION Item: 9B
Presented By	Prepared By
Mina Mikhael, P.E., Director of Public Works/City Engineer	Mina Mikhael, Director of Public Works/City Engineer
Approved By	
Aaron France, City Manager	
DISCUSSION	

Peak Park is located east of Knott Avenue and north of La Palma Avenue and comprises of a 100-meter pool, concrete pool deck area, and an adjacent pool building that features locker rooms, administration rooms, pool equipment and a storage room (Attachment 1).

In May 2021, former Council Member Swift requested a discussion of the possibility of renovating the Peak Park Pool building and swimming pool. This request was also discussed during a park tour in June 2021, which involved City Council and Commissioners from the Park & Recreation, Senior Citizens, and Cultural & Fine Arts commissions. In November, 2021, the City Council directed staff to hire a consultant to evaluate the existing facility and conduct a feasibility study to outline various improvements to be considered in the Peak Park Pool Master Plan. Based on the City Council's direction, the project was budgeted as part of the 2022-2023 Capital Improvements Program.

In June 2022, the City Manager approved a Professional Services Agreement (PSA) with Oldham Architects to provide a feasibility study for the William Peak Park Pool in the amount of \$18,000. This study addressed improvements at the Peak Park Pool that included improving the pool facilities and the adjacent pool building. In August 2022, staff reviewed the feasibility study, which proposed various improvements at Peak Park Pool divided into three phases and presented these phases to the City Council. Phase I included improvements/repairs to the outdoor pool facility, Phase II included various improvements to the pool building, and Phase III included enclosing a canopy over the pool. With City Council's direction, staff proceeded with Phase 1 improvements of the feasibility study and the Peak Park Pool improvements are currently underway and expected to be complete this summer. Additionally, the City Council directed staff to research and return with options to expand the Peak Park Pool.

At this time, staff is seeking direction from the City Council on the Phase II portion of the improvements in the feasibility study. Staff has prepared three (3) recommended options for City Council consideration (Attachment 2):

Option 1:

- ADA-compliant locker room entries and private showers
- Renovating public shower wash down areas to include removing existing interior walls, replacing tile flooring, and installing ADA accessory items
- Accessibility improvements to the entire park to comply with ADA standards
- Approximate cost estimate for design and construction is \$750,000

### Option 2:

- Work listed in Option 1 and renovation of the existing locker rooms, including:
  - Upgrading plumbing fixtures
  - Replacing tile flooring
  - Replacing locker room seating
  - Renovating interior walls and redesign layout of the locker room
- Approximate cost estimate for design and construction is \$1,600,000 to \$2,000,000 (*It should be noted that this option does not include a separate entrance to the facility. Entrance through the locker rooms shall remain under this option.*)

### Option 3:

- Work listed in Options 1 and 2, and redesign of facility to include:
  - Renovating the entire interior of the building to provide a more contemporary look
  - Renovating the interior of the building to provide access to the pool facilities without entering the locker rooms
  - Constructing a staff break area
  - Constructing a new indoor viewing room
  - Expanding the pool equipment room to provide better maintenance access
  - Delineate the mechanical room from the chemical area to prevent equipment corrosion
  - Upgrade the pool equipment room with a dual pump system, variable frequency drive (VFD) pump, new water heaters, new sand filters, piping, etc.
- Approximate cost estimate for design and construction is approximately \$4,500,000

# **Attachments**

Exhibit A Location Map.pdf Exhibit B Study Session Options.pdf

# EXHIBIT A LOCATION MAP

# PEAK PARK POOL BUILDING 7225 EL DORADO DR, BUENA PARK, CA 90620



