



# AIRPORT LAND USE COMMISSION

FOR ORANGE COUNTY

3160 Airway Avenue • Costa Mesa, California 92626 • 949.252.5170 fax: 949.252.6012

## AGENDA ITEM 1

March 19, 2020

**TO:** Commissioners/Alternates

**FROM:** Lea U. Choum, Executive Officer

**SUBJECT:** City of Buena Park Request for Consistency Determination for Airport Inn Apartments at 8180 Commonwealth Avenue

### Background

The City of Buena Park is proposing a Development Agreement with Jamboree Housing Corporation to convert a two-story 60-room motel into a 57-unit Permanent Supportive Housing project at 8180 Commonwealth Avenue. The project includes an additional manager's unit, construction of a single-story office building, and new landscaping, parking, and outdoor amenities (including a community garden, outdoor recreation, and seating areas).

The original motel was constructed in 1965, and consists of two buildings located on the south side of Commonwealth Avenue, .4 miles east of Beach Blvd., and approximately one-third of a mile west of Fullerton Municipal Airport (see Attachment 1) for project location. The two existing buildings would undergo extensive interior renovations and façade improvements, but the existing height would not change. The new 2,740 square-foot office building is proposed on the site where a pool is now located, and would be used for counseling and other associated uses. The height of the new building would be 21 feet (see Attachment 2).

The City's General Plan currently designates this site for Commercial Office Mixed Use, and the Zoning classification is Light Industrial with a Neighborhood Commercial Overlay. The addition of a Permanent Supportive Housing classification to the Neighborhood Commercial Overlay is required to allow the proposed use. The proposed Zoning Text Amendment includes a requirement for a Development Agreement for this project and any future proposed Permanent Supportive Housing projects in the Overlay area (see Attachment 3).

The proposed project is the "next step housing solution" for chronically homeless individuals with mental and/or physical disabilities to move from homeless shelters to Permanent Supportive Housing. The project would provide on-site case management and other supportive services to the residents. There is no time limit set for occupancy, but the goal is for residents to transition to self-supported, traditional units.

The submitted floor plans show 57 furnished units with an average of 300 square feet, each including one bedroom and a private bathroom and kitchenette. In addition, there would be one manager’s unit with two bedrooms.

The project is being referred to your Commission because of the project’s location within the Airport Planning Area for Fullerton Municipal Airport (FMA) and because the project requires a change to the Buena Park Zoning Code.

The City of Buena Park has held the following public hearings on the proposed project:

January 22, 2020      Planning Commission  
February 25, 2020      City Council

The Buena Park Planning Commission recommended approval of the project in January, and on February 25, 2020, the City Council approved the project pending ALUC’s consistency determination (see Attachment 4). The ordinances approved by the Buena Park City Council on February 25, 2020, include language stating that the approvals relating to this project will only take effect upon an ALUC consistency finding (Recital V.). The project applicant, Jamboree Housing, was required to have City Council approval prior to the March 9, 2020, deadline to apply for California Tax Credit Allocation Commission (TCAC) funding, and ALUC staff did not receive a complete project submission package in time for the February ALUC meeting. On February 25, 2020, the Board of Supervisors, acting as the Orange County Housing Authority, approved the selection of Airport Inn Apartments for 57 project-based housing choice vouchers offered by the U.S. Housing and Urban Development.

### **AELUP Issues**

The project has been evaluated for conflicts with respect to aircraft noise, building heights, and the development of heliports.

### **Regarding Aircraft Noise Impacts**

The proposed project is located within the 60 dBA CNEL noise contours for FMA (see Attachment 5). The *Airport Environs Land Use Plan (AELUP) for FMA* indicates that residential units within the 60 CNEL are “normally consistent” and that no special noise reduction is required, however, the California Noise Insulation Standards, Title 25, California Code of Regulations requires sound attenuation for Moderate Noise Impact areas between 60 dB CNEL and 65 dB CNEL.

In Section 3.2.4 of the *AELUP for FMA*, “the Commission strongly recommends that residential units be limited or excluded from this area unless sufficiently sound attenuated. The residential use interior sound attenuation requirement shall be a CNEL value not exceeding an interior level of 45 dB. In addition, it is recommended that all designated outdoor common or recreational areas within Noise Impact Zone 2 provide outdoor signage informing the public of the presence of operating aircraft.”

The City submitted an Exterior Noise and Exterior Façade Acoustical Analysis conducted by Veneklasen Associates. The report found that the construction materials proposed by the developer would result in the interior noise level of 43 CNEL (see Attachment 6).

### Regarding Height Restrictions

In Section 2.1.3 of the *AELUP for FMA*, the Commission has incorporated the standards for height limits for determining obstructions and has incorporated the definitions of “imaginary surfaces” for airports as defined in FAR Part 77. The project is located within the FAR Part 77 Notification and Obstruction Imaginary Surfaces for FMA.

The building height for the proposed office building does not penetrate the Notification Surface maximum of 129.57 feet AMSL (see Attachment 7). The existing motel buildings are 107 feet AMSL, and the proposed new office building would be at 103 feet AMSL.

The project is located within the approach surface for FMA (see Attachment 8). The approach surface would be penetrated at 170 feet AMSL. The existing buildings and the proposed new building will be below the approach surface at 107 feet AMSL and 103 feet AMSL, respectively.

The applicant filed Form 7460-1 with the Federal Aviation Administration (FAA) due to the project’s proximity to FMA, and has received a Determination of No Hazard to Air Navigation. The FAA Aeronautical Study No. 2020-AWP-922-OE is included as Attachment 9.

### Heliports

No heliports are proposed as part of this project. The zoning classification does not include heliports as a permitted use in this area. If a heliport use were proposed in the future, an amendment to the zoning code would be required, thereby triggering ALUC review.

### Environmental Compliance

The City determined that this proposal is not a project within the meaning of CEQA Guidelines. The Development Agreement is exempt under Class 1, Section 15301 (Existing Facilities). The Zoning Text Amendment is not a “project” under CEQA Section 15060(c)(3).

### Conclusion

Attachment 10 includes the City of Buena Park submittal package for your consideration.

ALUC staff has reviewed this project for compliance with the *AELUP for Fullerton Municipal Airport (FMA)* and the *AELUP for Heliports*, including review of height restrictions, imaginary surfaces, and environmental compliance. The *AELUP for FMA* designates residential units within the 60 CNEL to be “normally consistent” and that no special noise reduction is required, however, the California Noise Insulation Standards, Title 25, California Code of Regulations requires sound attenuation for Moderate Noise Impact areas between 60 dB CNEL and 65 dB



CNEL. In Section 3.2.4 of the AELUP for FMA, “the Commission strongly recommends that residential units be limited or excluded from this area unless sufficiently sound attenuated. The residential use interior sound attenuation requirement shall be a CNEL value not exceeding an interior level of 45 dB. In addition, it is recommended that all designated outdoor common or recreational areas within Noise Impact Zone 2 provide outdoor signage informing the public of the presence of operating aircraft.”

**Recommendation:**

That the Commission find the proposed Zoning Text Amendment No. C20-1 and Development Agreement No. DA19-1 for Airport Inn Apartments consistent with the *AELUP for FMA* and the *AELUP for Heliports*, with the following conditions:

- 1) That the City agrees to refer to the ALUC any future Development Agreement requests for Permanent Supportive Housing in the Neighborhood Commercial Overlay between Stanton and Indiana Avenues.
- 2) The City will submit the final noise report after sound attenuation to ALUC for review.
- 3) That all designated outdoor common or recreational areas within the development have outdoor signage informing the public of the presence of operating aircraft.

Respectfully submitted,



Lea U. Choum  
Executive Officer

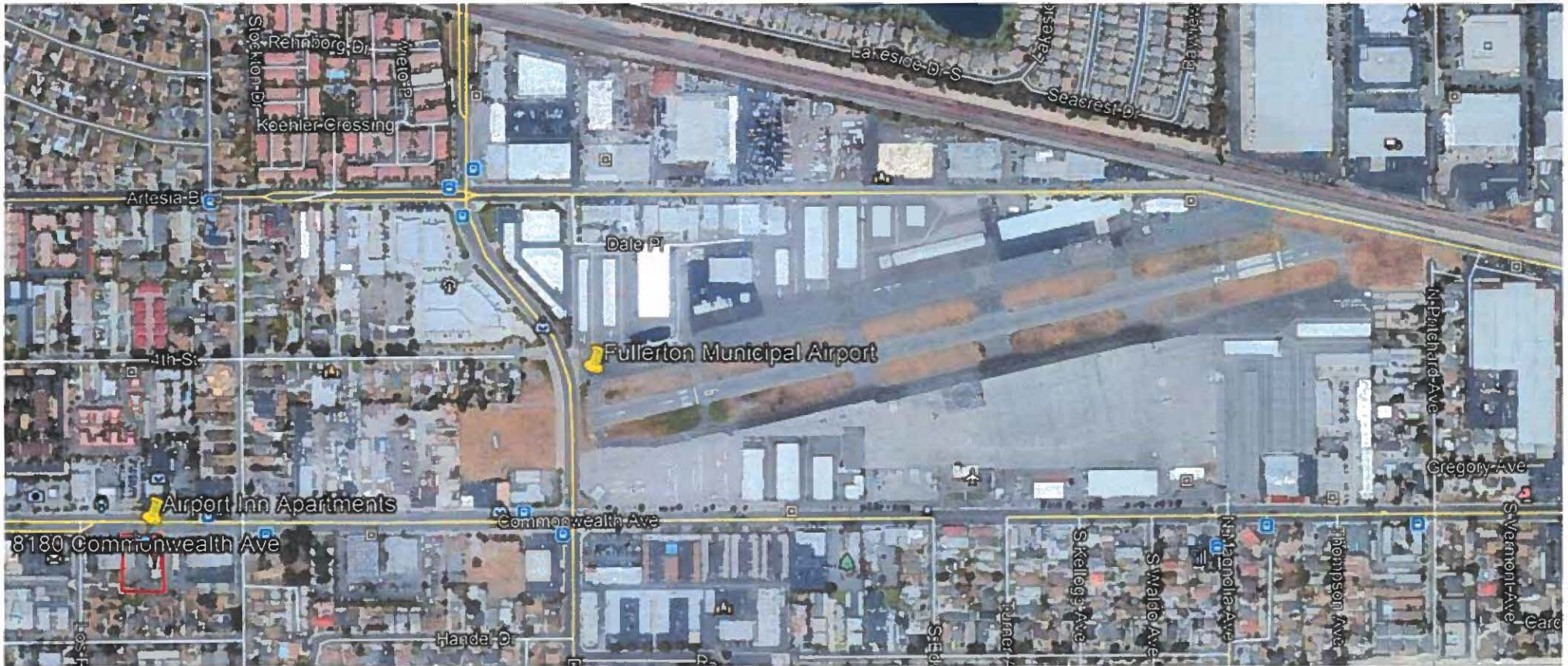
Attachments:

1. Project Location
2. Building Elevations
3. Neighborhood Commercial Overlay Area
4. Ordinances for Amendment to Zoning Code and Development Agreement
5. FMA CNEL Contours
6. Noise Study
7. FAR Part 77 AELUP Notification Area for FMA
8. FMA Obstruction Imaginary Surfaces
9. FAA Determination of No Hazard
10. Buena Park Submittal



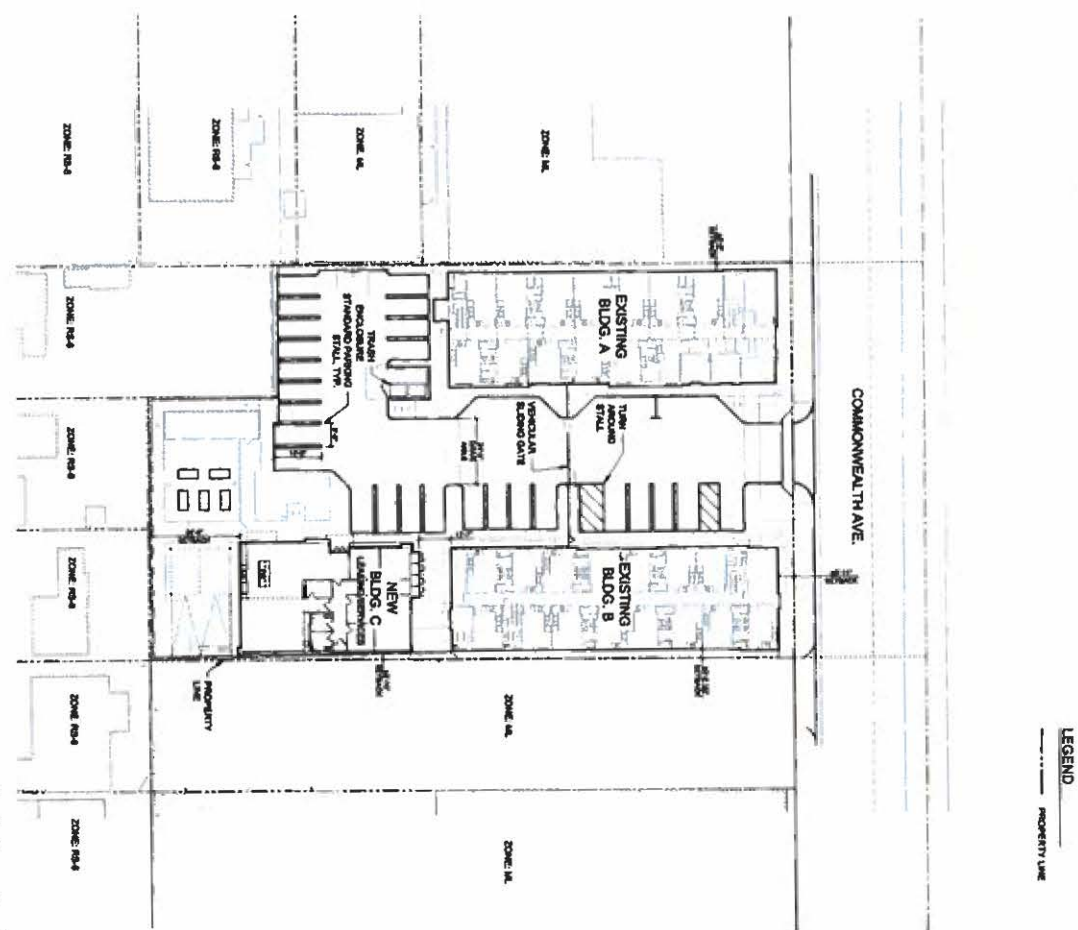
## Location of Project

The project is located at 8180 Commonwealth Avenue





EXISTING SITE 2



LEGEND

PROPOSED SITE PLAN 1



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1ST SUBMITTAL	1/10/17/19
2ND SUBMITTAL	07/1/2020

# AIRPORT INN APARTMENTS

8180 COMMONWEALTH AVE.  
BUENA PARK, CA 90621

**Jamboree**  
 Company: Jamboree Housing Corporation  
 Address: 17701 Cowan Ave, Suite 200  
 Buena, CA 92614  
 Phone No: (949)253-8078

**Client**  
 Project Manager: Chris Westwood

**ADC Project No.:** 190032  
**Project Contact:** Chris Westwood  
 Email: cwestwood@jamboreehousing.com  
**Principal:** Chris Westwood

**Legend**  
 PROPERTY LINE



# City of Buena Park Zoning Map



 Light Industrial (ML) with Neighborhood Commercial Overlay



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK AMENDING TITLE 19 (ZONING CODE) OF THE BUENA PARK MUNICIPAL CODE PERTAINING TO THE NEIGHBORHOOD COMMERCIAL OVERLAY ZONE AND PERMANENT SUPPORTIVE HOUSING USE AND MAKING CORRESPONDING CHANGES

**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 January 22, 2020, following a duly-noticed public hearing, as required by law, the Planning Commission of the City of Buena Park adopted Resolution No. 6181 thereby recommending that the City Council adopt Text Amendment No. C20-1 amending the NC, Neighborhood Commercial Overlay to include Permanent Supportive Housing as a use permitted subject to a Development Agreement.

(iv) On February 25, 2020 the City Council of the City of Buena Park conducted a duly-noticed public hearing as required by law to consider proposed Text Amendment No. C20-1. Said public hearing was concluded prior to the adoption of this Ordinance.

(v) This Ordinance shall only take effect only upon the finding and determination of the Orange County Airport Land Use Commission ("Commission") that Text Amendment No.C20-1 is consistent with the Airport Environs Land Use Plan for the Fullerton Municipal Airport..

(vi) All 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. This Council hereby specifically finds that all the facts set forth in the Recitals, Part A, of Ordinance No. \_\_\_\_ are true and correct.

**SECTION 2.** This Council finds that Text Amendment No. C20-1 is consistent with the goals of the City's General Plan and Housing Element. The proposed amendment will assist in providing direction for repurposing existing development and use of the existing Airport Inn located at 8180 Commonwealth Avenue, within the NC, Neighborhood Commercial Overlay and will provide 57 new affordable housing units within the City of Buena Park.

**SECTION 3.** This Council finds that Zoning Text Amendment No. C20-1 provides appropriate procedures and standards to promote sound land use and development practices within the City, without having a detrimental effect upon land available for housing within the City.

**SECTION 4.** Section 19.104.080 of the Buena Park Municipal Code, entitled "Definitions and Applicability," is hereby amended to read as follows (addition in underline and deletion in ~~strikethrough~~):

**19.104.080 Definitions and Applicability.**

Permanent supportive housing.

"Permanent Supportive Housing" (PSH) combines affordable housing with services for chronically homeless individuals or families. Chronically homeless individuals or heads of household are those who have a disabling condition and have experienced homelessness in past 3 years, for at least 12 months, or on at least 4 separate occasions.

**SECTION 5.** Section 19.512.030 NC, Neighborhood Commercial Overlay Classification for Properties Along Commonwealth Avenue Between Stanton and Indiana Avenues. is hereby amended to read as follows:

Property located in the area identified on the Zoning Map with the symbol "NC Overlay Classification" with the underlying zoning district designation of CM (Commercial Manufacturing) or ML (Light Industrial) shall use the "NC Overlay Classification matrix" (Table 19.512.030) in determining permitted uses. Yard, setbacks, parking, landscape and other related special development requirements to the specific underlying zone shall apply. Certain retail related uses as identified in Table 19.512.030 may be accommodated within existing multi-tenant retail centers only. The following provisions shall specifically apply to the NC Commercial Overlay Classification:

**A. Non-conforming Uses and Sites.**

Developed sites that are "Nonconforming" per the underlying ML and CM zoning standards shall comply with the provisions as stated in Chapter 19.204. The NC Overlay Classification shall apply to existing Nonconforming structures only and may not be expanded or rebuilt. Improvements shall be limited to acceptable tenant improvements and property maintenance only.

**B. Signs.**

All properties shall conform with the General Sign Provisions as contained within Chapter 19.904 and Sign Standards for Commercial and Industrial Zones as contained in Chapter 19.912.

1. Existing Multi-Tenant Retail Commercial Centers. All properties shall conform with any previously approved Sign Program for Integrated Developments in Commercial Zones as contained in Section 19.912.020, or with Section 19.912.010, "General Provisions".

(Ord. 1350 § 9.B, 1997)

<b>USES PERMITTED—NEIGHBORHOOD COMMERCIAL OVERLAY CLASSIFICATION</b>	
<b>Uses</b>	<b>NC</b>
<b>Residential Uses</b>	
<u>Group Quarters:</u>	
• Convent, rectory, dormitory, fraternity or sorority house, etc.	<b>Ci</b>
<u>Transient Quarters:</u> (See Commercial Uses—Tourist Services)	
<u>Permanent Supportive Housing</u>	<b><u>DA (13)</u></b>
<b>Public Service Uses</b>	
<u>Community Day Care:</u>	
• Child day care center.	<b>I</b>
• Adult day care center.	<b>I</b>
<u>Health Facilities:</u>	
• Long-term care (intermediate care or skilled nursing).	<b>C</b>
• Hospital, alcoholic institution.	
• Medical or dental laboratory.	<b>P</b>
• Medical or dental clinic.	<b>P</b>
• Industrial clinic.	
• Pharmacy.	<b>P</b>



<b>USES PERMITTED—NEIGHBORHOOD COMMERCIAL OVERLAY CLASSIFICATION</b>	
<b>Uses</b>	<b>NC</b>
• Optician.	<b>P</b>
<u>Public Assembly:</u> (See also Recreation)	
• Church. (1)	<b>C</b>
• Club, lodge, meeting hall, community center (largest meeting room limited to 150 seats or 1000 sq. ft. (1)	<b>C</b>
<u>Education:</u>	
• Library, reading room.	<b>P</b>
• Museum.	<b>C</b>
• Tutoring.	<b>C</b>
• Business college, vocational school (no industrial machinery or equipment), physical training school.	<b>C</b>
• Trade school.	<b>C</b>
<u>Utilities and Communications:</u>	
• Telephone central office relay station.	<b>C</b>
• Flood control channel and facilities, utility corridor.	<b>P</b>
• Other public utility facilities or structures, including electrical substations, and cellular telephone facilities.	<b>C</b>
• Radio, television, microwave transmitters.	<b>C</b>
• Aviation navigational aids.	<b>C</b>
<u>Transportation:</u>	
• Parking lot.	<b>P</b>
• Parking structure.	<b>P</b>
• Passenger station.	
<b>Public Service Uses</b>	
<u>Other Public Services and Facilities:</u>	

<b>USES PERMITTED—NEIGHBORHOOD COMMERCIAL OVERLAY CLASSIFICATION</b>	
<b>Uses</b>	<b>NC</b>
• Non-City-owned public facilities.	<b>C</b>
<b>Commercial Uses</b>	
• Any permitted commercial use with drive-in, drive-through, or walkup window service. (Special requirements apply. See Section 19.552.070.)	<b>C</b>
<u>Offices:</u> (2)	
• Bank, financial institution.	<b>P</b>
• Business, administrative, professional.	<b>P</b>
<u>Studios, etc.:</u>	
• Martial Arts, dance or drama studio, art or music conservatory. (12)	<b>P</b>
• Music studio, recording studio. (12)	<b>C</b>
• Radio, television studio.	<b>C</b>
• Art studio, art gallery, interior decorating, costume design, arts and crafts, photography studio.	<b>P</b>
• Sale of art or publications.	<b>I</b>
<u>Schools:</u> (See Public Service Uses—Education.)	
<u>Personal Services:</u>	
• Barber shop, beauty salon. (12)	<b>P</b>
• Shoe repair, tailor, dressmaker, laundromat (single batch machines only), dry cleaning (coin-operated only). (12)	<b>P</b>
• Retail dry cleaning. (3) (12)	<b>P</b>
• Health spa or salon. (12)	<b>P</b>
<u>Tourist Services:</u> (See also Public Service Uses—Public Assembly, and also the Entertainment Corridor Specific Plan document.)	
• Travel and ticket agency.	<b>P</b>
<u>Retail Sales:</u>	

<b>USES PERMITTED—NEIGHBORHOOD COMMERCIAL OVERLAY CLASSIFICATION</b>	
<b>Uses</b>	<b>NC</b>
• Furniture, carpets (12).	<b>P</b>
• Household appliances, electrical appliances, radios, television sets, computer equipment (12).	<b>P</b>
• Department store, variety store, dry goods and notions (12).	<b>P</b>
• Apparel—clothing, millinery, shoes (12).	<b>P</b>
• Jewelry, cameras and supplies, luggage, sporting goods, toys (12).	<b>P</b>
• Hobby shop (12).	<b>P</b>
• Drugstore (12).	<b>P</b>
• Tobacco shop (12).	<b>P</b>
• Pet shop and supplies (12).	<b>P</b>
• Gifts, souvenirs (12).	<b>P</b>
• Flower shop(12).	<b>P</b>
• Stationary and office supply (12)	<b>P</b>
• Books, newsstand (12).	<b>P</b>
• Video sales, rental (12).	<b>P</b>
• Antiques (12).	<b>P</b>
• Thrift shop, secondhand goods,	<b>C</b>
• Volume discount/warehouse store.	<b>C</b>
• Hardware, paint.	<b>P</b>
• Building materials, plumbing supplies.	<b>Pc</b>
• With outdoor display area.	<b>C</b>
• Garden and patio furniture and equipment.	<b>Pc</b>
• With outdoor display area.	<b>C</b>
• Plant nursery, with outdoor display.	<b>Pc</b>



<b>USES PERMITTED—NEIGHBORHOOD COMMERCIAL OVERLAY CLASSIFICATION</b>	
<b>Uses</b>	<b>NC</b>
• Pottery, ceramics.	<b>P</b>
• With outdoor display area.	<b>Pc</b>
<b><u>Food Sales and Service:</u></b>	
• Restaurant, with no entertainment, no liquor, no drive-in, no drive-through, no walk-up service window.	<b>P</b>
• With entertainment (See Chapter 5.24 for definition).	<b>C</b>
• With on-sale liquor. (5)	<b>C</b>
• With drive-in, drive-through, or walk-up service window. (See also Section 19.552.070.)	<b>C</b>
• Supermarket, grocery, fruits and vegetables, dairy products, meat. (12).	<b>C</b>
• Deli. (12)	<b>C</b>
• Confectionery, ice cream, bakery(12) (baking for on-premises sales only).	<b>P</b>
• Banquet caterer.	<b>C</b>
<b><u>Vehicle Sales and Rentals:</u> (See also Other Services—Equipment Rental.)</b>	
• Automobile rental agency (Showroom req.).	<b>C</b>
• New and used sales / lease of autos, motorcycles, or trucks not exceeding 3 tons gross vehicle weight unladen, and trailers up to 2 ton carrying capacity.	<b>C</b>
• New and used sales / lease of trucks exceeding 3 tons gross vehicle weight unladen, and trailers over 2 ton carrying capacity.	<b>C</b>
<b><u>Vehicle-related Sales with Related Service and Repair:</u> (Any installation shall be conducted within a building)</b>	
• Retail sales of auto parts or accessories, not including tires.	<b>Pc</b>
• Wholesale of auto parts or accessories, not including tires.	<b>Pc</b>
• Auto window tinting.	<b>Pc</b>
• Machining or repair of auto parts or accessories, not including tires	<b>C</b>

<b>USES PERMITTED—NEIGHBORHOOD COMMERCIAL OVERLAY CLASSIFICATION</b>	
<b>Uses</b>	<b>NC</b>
• Tires, retail sales and/or installation for vehicles not exceeding 3 tons gross vehicle weight unladen.	<b>C</b>
• Tires, retail sales and/or installation for vehicles exceeding 3 tons gross vehicle weight unladen.	<b>C</b>
• Tires, wholesale and/or installation.	<b>Pc</b>
<u>Other Sales and Service:</u>	
• Bicycle sales, rental, or repair.	<b>P</b>
• Boat accessories, sales with no installation.	<b>C</b>
• Boat sales, up to 28 ft. hull length.	<b>Pc</b>
• Boat repair and/or service, up to 28 ft. hull length. (All work shall be conducted within a building.)	<b>C</b>
<u>Vehicle Repair, Service:</u> (All work shall be conducted within a building)	
• Light repair and/or service of vehicles not exceeding 3 tons gross vehicle weight unladen. (Work shall not include engine valves repair or replacement, engine overhaul or replacement, transmission repair or replacement, radiator repair or replacement, muffler repair or replacement, body and fender work, detailing, painting or upholstery)	<b>C</b>
• Heavy repair and/or service of vehicles not exceeding 3 tons gross vehicle weight unladen.	<b>C</b>
• Repair and/or service of motorcycles only in conjunction with sales of new and used motorcycles.	<b>C</b>
<u>Vehicle Service:</u>	
• Mechanical carwash. (6)	<b>C</b>
• Automobile service station (7), tune-up shop, quick lube shop.	<b>C</b>
<u>Printing Services:</u>	
• Instant printing, copying, addressographing, mimeographing, photostating, blueprinting.	<b>P</b>
• Photoengraving, offset printing.	<b>Pc</b>
• Printing.	<b>Pc</b>

<b>USES PERMITTED—NEIGHBORHOOD COMMERCIAL OVERLAY CLASSIFICATION</b>	
<b>Uses</b>	<b>NC</b>
• Retail photo film and print processing.	<b>P</b>
• Photo film and print processing plant.	<b>Pc</b>
<u>Other Services.:</u>	
• Custom furniture upholstery and reupholstery. (12)	<b>P</b>
• Picture framing and glazing. (12)	<b>P</b>
• Watch repair, camera repair, radio, stereo, television, personal computers, other small appliance repair. (12).	<b>P</b>
• Locksmith. (12)	<b>P</b>
• Repair of lawnmowers, larger electrical appliances, precision instruments, non-pneumatic tools, (all work to be indoors).	<b>C</b>
• Repair of pneumatic tools.	<b>C</b>
• Rental of light equipment (up to single unit trucks).	<b>C</b>
• Rental of heavy equipment (semi-tractors, cranes, etc.).	
• Small animal grooming (no boarding).	<b>P</b>
• Small animal hospital, veterinary clinic.	<b>C</b>
• Taxidermy.	<b>P</b>
<u>Research, Development and Testing:</u>	
• Research and development institution or laboratory (no manufacturing), testing laboratory.	<b>C</b>
<u>Storage:</u>	
• Mini-storage space rental for public self-storage.	<b>C</b>
• Outdoor storage space rental for boats and vehicles.	<b>C</b>
• Off-site inventory storage for auto dealerships.	<b>Pc</b>
• Above-grade fuel tank storage with 500 gallon and greater capacity. (8)	<b>Ci</b>
• Below-grade fuel tanks and above-grade fuel tanks with less than 500 gallon capacity. (8)	<b>P</b>



<b>USES PERMITTED—NEIGHBORHOOD COMMERCIAL OVERLAY CLASSIFICATION</b>	
<b>Uses</b>	<b>NC</b>
• Warehouse, distribution center, storage building.	<b>Pc</b>
• Cold storage.	
• Frozen food locker.	<b>I</b>
• Contractor's storage facility, with main building.	<b>C</b>
<u>Wholesale:</u>	
• Wholesale business.	<b>C</b>
• Wholesale with retail outlet.	<b>C</b>
<u>Industrial Processes:</u>	
• Packaging or assembly of products from previously manufactured components (no outdoor storage of bulk materials, final product not over 50 pounds).	<b>Pc</b>
• Assembly of electrical appliances, electronic instruments or devices, precision instruments, radios, computer components, phonographs, television sets (may include manufacturing of small parts only).	<b>C</b>
• Metal engraving.	<b>Pc</b>
<u>Manufacturing of:</u>	
• Cosmetic goods, toiletries, or drugs.	<b>Pc</b>
• Ceramic products using only previously pulverized clay and fired in kilns using only electricity or gas.	<b>C</b>
• Boats, less than 28 ft. hull length.	
• Hull length greater than 28 ft.	
• Furniture, garden patio furniture and equipment.	<b>C</b>
• Garments, gloves, shoes.	<b>Pc</b>
• Signs.	
• Electrical appliances, instrumental or equipment.	<b>Pc</b>
• Jewelry, watches.	<b>P</b>

<b>USES PERMITTED—NEIGHBORHOOD COMMERCIAL OVERLAY CLASSIFICATION</b>	
<b>Uses</b>	<b>NC</b>
<b>Food Manufacturing:</b>	
• Winery.	<b>C</b>
• Processing, canning or packing fruits or vegetables.	<b>C</b>
• Bakery.	<b>Pc</b>
• Candy or nut packing, (no roasting).	<b>Pc</b>
• Candy manufacturing, nut processing.	<b>C</b>
• Dairy products manufacturing.	<b>C</b>
• Bottling.	<b>Pc</b>
<b>Temporary Uses</b>	
• Temporary uses, as provided in Title 19, Division 10.	<b>T</b>
• On-site construction facilities. (10)	<b>P</b>
• On-site real estate sales office. (11)	<b>P</b>

**Notes:**

- 1 Bingo games shall be permitted as an accessory use only when authorized under Chapter 5.16 et seq., and only when fire and safety regulations are met and parking facilities are fully conforming to the requirements for public assembly use.
- 2 In an integrated center within the CS zone, a conditional use permit is required to establish an administrative or professional business office use in excess of 5,000 square feet gross floor area or to establish any office use which will cause the center's gross floor area devoted to offices to exceed 20 percent.
- 3 Special limitations apply for retail dry cleaning. See Section 19.552.020.
- 4 Special requirements apply for game machine arcades. See Section 19.552.040.
- 5 Special requirements apply for restaurants with on-sale liquor. See Section 19.552.030.
- 6 Special requirements apply for carwashes. See Section 19.552.060.
- 7 Special requirements apply for automobile service stations. See Section 19.552.050.

8 Above-grade fuel tanks subject to applicable setbacks and screening from public view.

9 Special requirements apply for outdoor storage. See Section 19.524.020.

10 Offices, storage, activities, and facilities directly pertaining to construction on the same site provided construction is not suspended for a permitted use for more than 30 consecutive days.

11 Temporary real estate sales office, only for sales or leasing of new subdivision and for not more than 1 year.

12 Permitted within existing multi-tenant centers only. Subject to the Neighborhood Commercial Overlay Classification provisions as stated in Division 5, Section 19.512.030.

13 Use eligible for consideration by entering into a Development Agreement pursuant to California Government Code Section 65865 et. seq..

**SECTION 6.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end, the provisions of this Ordinance are declared to be severable.

**SECTION 7.** The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) guidelines, 14 California Code of Regulations, sections 15060, subdivision (c)(3) on the basis that the activity is not a project.

**SECTION 8.** The City Clerk shall certify to the adoption of this Ordinance and cause the same to be published or posted according to law.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by the following called vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ORDINANCE NO. \_\_\_\_\_  
Page 13

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

I, Adria M. Jimenez, 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 \_\_\_\_\_ 2020.

\_\_\_\_\_  
City Clerk

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK APPROVING THAT DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT NO. DA19-1, FOR A COMPREHENSIVE REMODEL AND CHANGE OF USE OF AN EXISTING PREVIOUSLY APPROVED TWO-STORY 60 ROOM MOTOR HOTEL TO 57 UNIT PERMANENT SUPPORTIVE HOUSING APARTMENTS, ONE MANAGER'S UNIT; CONSTRUCTION OF A NEW 2,744 SQ. FT. OFFICE, AND ASSOCIATED PARKING AND SITE IMPROVEMENTS ON APPROXIMATELY 0.8 ACRES OF LAND LOCATED AT 8180 COMMONWEALTH AVENUE, BUENA PARK, CALIFORNIA, IN THE ML (LIGHT INDUSTRIAL) ZONE WITH NC-NEIGHBORHOOD COMMERCIAL OVERLAY AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SAME ON BEHALF OF THE CITY OF BUENA PARK

A. **Recitals.**

(i) California Government Code § 65864 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. . . ."

(iv) Attached to this Ordinance, marked Exhibit A and incorporated herein by reference, is a proposed Development Agreement No. DA19-1, concerning that property located at 8180 Commonwealth Avenue in the City of Buena Park, and as legally described within the attached Exhibit "A". Hereinafter in this Ordinance, that agreement attached hereto is referred to as "the Development Agreement."

(v) On January 22, 2020, the Planning Commission of the City of Buena Park conducted a duly noticed public hearing to consider Development Agreement No. DA19-1 to convert an existing previously approved 60-room motor hotel to 57-unit Permanent Supportive Housing apartments, one manager's unit, construct a new 2,744 sq. ft. office building, associated parking and site improvements at 8180 Commonwealth Avenue, Buena Park, California and making the findings in support thereof.

(vi) The Planning Commission has reviewed and considered all elements of the proposed Development Agreement No. DA19-1 and concluded its public hearing prior to adoption of its Resolution No. 6182 recommending approval and certification to the City Council.

(vii) This 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.

(viii) This Ordinance shall only take effect only upon the finding and determination of the Orange County Airport Land Use Commission ("Commission") that Text Amendment No. C20-1 is consistent with the Airport Environs Land Use Plan for the Fullerton Municipal Airport.

(ix) All legal prerequisites to the adoption.

**B. Ordinance.**

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

Section 1. This City Council hereby specifically finds that all the facts set forth in the Recitals, Part A, of this Ordinance are true and correct.

Section 2. The City Council has determined that this project is exempt from the provisions of the California Environmental Quality Act, pursuant to Section 15301, Class 1 Existing Facilities, and Section 15332, Class 32, In-fill Development of CEQA Guidelines of Division 6 of Title 14 of the California Code of Regulations.

**Section 3.** This Council specifically finds:

a. The location, design, and proposed residential development set forth in the Development Agreement will be compatible with the existing and anticipated development in the vicinity. The proposed project, as conditioned, includes appropriate development features consistent with applicable standards and is consistent with the long term vision for the area.

b. The Development Agreement will continue to produce an environment of stable and desirable character, will not cause traffic congestion on the surrounding streets, and will include adequate on-site circulation as well as improved pedestrian access. The proposed use and intensity has adequate street access, and traffic capacity will be available to serve the proposed apartments as well as existing and anticipated development in the surrounding area.

c. The proposed project and improvements will enhance site and area aesthetics. The proposed project and improvements will be compatible with the design standards for multifamily residential development and will enhance site utility. Furthermore, the Development Agreement will promote the orderly development of the project area along with the public health, safety, and welfare.

d. The Development Agreement will conform to the City of Buena Park's General Plan and Zoning Ordinance. The proposal will promote the maximum efficient utilization of the site. The proposal furthers the goals of the City's General Plan Housing Element for additional housing and will be compatible with the intended character of the area.

**Section 4.** It is expressly found that the public necessity, general welfare and good zoning practice provide for approval of Development Agreement No. DA19-1.

**Section 5.** This City Council hereby adopts the attached Development Agreement No. DA19-1.

**Section 6.** This City Council hereby authorizes and directs the Mayor and City Clerk to execute the Development Agreement No. DA19-1 on behalf of the City of Buena Park forthwith upon adoption of this Ordinance.

**Section 7.** Notwithstanding any other provision hereof, if Jamboree Housing Corporation, by and through its authorized officer(s), fails to record said Development Agreement No. DA19-1 within ten days after the effective date thereof, this Ordinance shall become null and void and of no further force and effect and said Development Agreement No. DA19-1 shall thereafter be deemed, for all purposes, to have been denied.

**Section 8.** 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 \_\_\_\_\_ by the following called vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAINED: COUNCIL MEMBERS:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

I, Adria M. Jimenez, MMC, City Clerk of the City of Buena Park, do hereby certify that the foregoing Ordinance was approved at a regular meeting of the Council of the City of Buena Park held on the \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
City Clerk

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

City of Buena Park  
6650 Beach Boulevard  
Post Office Box 5009  
Buena Park, California 90622  
Attn: Adria Jimenez, City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEVELOPMENT AGREEMENT NO. DA 19-1,  
CONCERNING PROPERTY LOCATED AT 8180 COMMONWEALTH AVENUE  
(APN NO. 070-012-38), BUENA PARK, CALIFORNIA**

THIS DEVELOPMENT AGREEMENT (this "Agreement" or this "Development Agreement") is made and entered into as of the "Effective Date" described in Section 1.e. below, by and between JHC-ACQUISITIONS LLC, a California limited liability company ("Developer") and the CITY OF BUENA PARK, a municipal corporation and charter city organized and existing under the laws of the State of California ("City").

**WITNESSETH:**

**A. Recitals.**

(i) California Government Code Section 65864, *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.

(ii) Developer is currently under contract to acquire that certain real property measuring approximately 0.8 acres and located at 8180 Commonwealth Avenue in the City of Buena Park, County of Orange, California (APN No. 070-12-38), the common and legal description of which is set forth in Exhibit "A," attached hereto and incorporated herein by this reference, and hereinafter is referred to as "the Site."

(iii) Concurrently herewith, the Site is zoned Light Industrial with a Neighborhood Commercial Overlay. A text amendment to accommodate the Project is being processed concurrently with this Development Agreement (Text Amendment No. C19-3). The City and Developer desire to provide through this Development Agreement more specific development controls on the Site, which will provide for maximum efficient utilization of the Site in accordance with sound planning principles.

(iv) On February 25, 2020 City adopted its Ordinance No. \_\_\_\_\_ (the "Ordinance"), thereby approving this Development Agreement with Developer.

**B. Agreement.**

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

1. **Definitions.** In this Agreement, unless the context otherwise requires, the following terms shall have the following meaning:

- a. "City" is the City of Buena Park.
- b. "Developer" is JHC-Acquisitions LLC, a California limited liability company
- c. "Development Plan" are those plans, specifications, and images attached hereto, collectively marked as Exhibit "B" and incorporated herein by this reference.
- d. "Director" shall mean the Director of Community Development for the City of Buena Park.
- e. "Project" is that development approved for the Site as provided in this Development Agreement, comprised of the redevelopment and improvement of an existing motel into a fifty-eight (58) unit permanent supportive affordable housing apartment complex for the homeless, containing fifty-seven (57) studio apartment units measuring approximately 300 square feet in size and one (1) two (2) bedroom manager's unit, on-site property management and service providers for residents, a leasing office, a new single-story community building with outdoor open space, an outdoor kitchen, dog run, and half basketball court area, and other amenities as more specifically described in the Development Plan. The Project is subject to the conditions set forth in Exhibit "C" attached hereto and the approvals, conditions and stipulations set forth in the Ordinance, all of which are incorporated herein by this reference as though set forth in full.
- f. "Effective Date" shall mean the date that this Agreement is executed by the City and Developer (the later of the two dates shown on the notary acknowledgements attached hereto) or the date that the Ordinance adopting this Agreement becomes effective, whichever is later.

2. **Recitals.** The recitals are incorporated herein and are a part of this Agreement.

3. **Interest of Developer.** Developer warrants and represents that, as of the Effective Date, it has an equitable interest in the Site; that it has full legal right to enter into this Agreement; and that the persons executing this Agreement on behalf of Developer have been duly authorized to do so.

4. **Binding Effect of Agreement.** Developer hereby subjects the Project and the Site to the covenants, reservations and restrictions as set forth in this Agreement. The City and the Developer hereby declare their specific intent that the covenants, reservations and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Developer's successors and assigns in title or interest to the Project. Each and every contract, deed or other instrument hereinafter 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 expressed in this Agreement, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

The City and Developer hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Site by Developer and the future occupants of the Project, the intended



beneficiaries of such covenants, reservations and restrictions, and by furthering the public purposes for which this Agreement is adopted.

5. **Relationship of Parties.** It is understood that the contractual relationship between City and Developer is such that City and Developer are each an independent party and neither is the agent or partner of the other for any purpose whatsoever and neither shall be considered to be the agent or partner of the other for any purpose whatsoever.

6. **Term of Agreement.** Subject to the provisions of Section 7, the term of this Agreement ("Term") shall commence on the Effective Date and shall expire fifty-five (55) years thereafter, so long as Developer remains in material compliance with this Agreement, as it may be amended from time to time.

7. **Construction.** Developer shall commence construction within twenty-four (24) months after the Effective Date. For purposes of this Section 7, "commencement of construction" shall mean issuance of a building permit for construction of the project. Commencement of construction shall not include preparation of plans or engineering work. Thereafter, the Project shall be completed no later than eighteen (18) months from the issuance of building permits, unless such completion date is extended pursuant to this Section. The Developer or its authorized agent may request and apply for an extension of time to commence and/or complete construction. Any request for extension of time shall be submitted in writing describing the reason(s) necessitating the extension of time and the requested extension of time, to the Director. All extensions shall begin from the previous expiration date. The Director shall have the right to grant one (1) or more extensions of up to, cumulatively, one (1) year pursuant this Section in his or her reasonable discretion. For any additional extensions, the Planning Commission may grant extensions of such time period for up to one year for each extension if the earlier expiration of such time is found to present an undue hardship with respect to implementing the approved use and development of the Site and such extension would not be materially detrimental to the public health, safety, and welfare. If the Developer has not commenced construction on the Site within the time period specified in this Section 7 pursuant to a valid building permit or permits issued by the City, the Developer may be considered in default under this Agreement. The City may initiate default procedures set forth in Section 16.

8. **Assignment.** Upon completion of the Project Developer shall have the right to sell, mortgage, hypothecate, assign or transfer the Site to any person or entity at any time as well as during the Term of this Development Agreement following not less than thirty (30) days written notice to City. Any such transfer shall be deemed to include an assignment of all rights, duties, and obligations created by this Agreement with respect to all or any portion of the Site. The assumption of any or 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 of any obligations under this Agreement for which Developer is in default at the time of the proposed transfer. Following any such assignment, all references herein to "Developer" shall mean and refer to such successor or assign.

9. **General Standards and Restrictions Pertaining to Development of the Site.** The following specific restrictions and conditions shall apply to the use of the Site pursuant to this Development Agreement:

- a. Developer shall have the right to develop the Project on the Site in accordance with the terms and conditions of this Agreement.

- b. The type, intensity, configuration of uses allowed, size, and location of buildings and other improvements and provisions for the reservation or dedication of land for public purposes, location of public improvements, together with other terms and conditions of development applicable to the Site, shall be as set forth in this Development Agreement, including the Development Plan.
- c. This Agreement shall not become effective unless and until Text Amendment No. C20-1 is approved and becomes effective.

10. **Effect of City Regulations on Development of Project.** Except as expressly provided in this Development Agreement, all substantive and procedural requirements and provisions contained in City's ordinances, specific plans, rules and regulations, including, but not limited to, the Buena Park Municipal Code and Zoning Ordinance, in effect as of the Effective Date of this Development Agreement, shall apply to the construction and development of the Project.

- a. The provisions of this Section 10 shall not preclude the application to the development of the Site those changes in City ordinances, regulations, plans or specifications which are specifically mandated and required by changes in state or federal laws or regulations as provided in California Government Code Section 65869.5 or any successor provision or provisions. In the event such changes in the law prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended or performance thereof delayed, as may be necessary to comply with such changes in the law.
- b. Developer shall pay the following fees prior to building permit issuance: (i) in lieu park fees to the City in the amount of \$5,000 per unit as mandated by City Ordinance No. 1416; and (ii) a traffic impact fee in the amount of \$2,500.
- c. Developer shall also pay to the City all other applicable fees associated with the construction of the Project, including development fees, building permits, etc., pursuant to those fees in effect at the time application is made for such approvals or permits at the rate or amount in effect when the fees are due.
- d. City may apply any and all new ordinances, rules, regulations, plans and specifications to the development of the Site after the Effective Date provided such new rules and regulations are applicable City-wide, do not apply specifically to the Project or developments similar to the Project, and do not conflict with the terms of this Development Agreement.
- e. Nothing herein shall prevent the application of health and safety regulations (e.g., fire, building, and seismic, plumbing and electric codes) that become applicable to the City as a whole.

11. **Permitted Uses.** The use allowed on the Site shall be limited to fifty-eight (58) unit apartment complex consisting of fifty-seven (57) studio apartments reserved for very low income individuals earning at or below thirty-percent (30%) of the area median income and one (1) unrestricted two-bedroom unit for an on-site manager, leasing office, a community building, and open space improvements as depicted in the Development Plan. Except as provided in Section 15, any modification to the Development Plan shall require the modification of this Agreement.

12. **Annual Review.** During the term of this Agreement, City shall annually review the extent of good faith compliance by Developer with the terms of this Development Agreement. Developer shall file an annual report with the City regarding compliance with the terms of this Agreement no later than the anniversary of the Effective Date each year of the Term.

13. **Indemnification and Legal Challenge.** To the maximum extent permitted by law, Developer agrees to, and 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 for damages caused or alleged to have been caused by reason of Developer's activities in connection with the construction of the Project or operation of the Permitted Use, and which arise from the operations of Developer or those of Developer's contractors, agents, tenants, employees or any other persons acting on Developer's behalf, which relate to the construction of the Project or operation of the Permitted Use. This indemnity provision applies to all damages and claims for damage, as described above, regardless of whether or not the City prepared, supplied or approved the plans, specifications or other documents for the Project; provided, however, that this indemnity provision shall not apply to the extent that any such damage and/or claims for damage, as described above, arise from the active negligence or willful misconduct of any of the Indemnitees.

In the event of any legal action challenging the validity, applicability, or interpretation of any provision of this Agreement, any of the entitlement documents pertaining to the Project including, without limitation, the City's General Plan, Zoning Ordinance, or any other supporting document relating to the Project, the Developer shall indemnify, defend and hold harmless the Indemnitees, and each of them, with respect to all liability, costs and expenses incurred by the City or awarded against the City or any of the Indemnitees in relation to such action. Developer's obligations pursuant to this paragraph shall be applicable only if City promptly notifies Developer of such legal challenge. The City shall have the right to select counsel of its choice that is reasonably acceptable to Developer. The parties hereby agree to cooperate in defending such action. The 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. 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. Absent issuance of an injunction, the Developer may elect to continue development under this Agreement pending completion of the litigation but it shall do so at its sole risk, and the City shall not be liable for any loss suffered as a result thereof.

14. **Amendments.** 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. **Minor Amendments to Development Plan.** Upon the written application of Developer, minor modifications and changes to the Development Plan, including modifications to the building design or footprint affecting setbacks, parking layout and design, and landscape design may be approved by the Director. Substantial changes in the Development Plan, as determined by the Director, shall be processed in the same manner as the initial application for the Agreement pursuant to Section 14 above.

16. **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, and if such violation is not corrected to the reasonable satisfaction of City within thirty (30) business days after such notice is served on

Developer, 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 said thirty (30) business days (provided that acts to cure the breach or default must be commenced within said thirty (30) business 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 pursuant to this Development 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.

**17. Event of Default.** Developer is in default under this Agreement upon the happening of one or more of the following events or conditions:

- a. If a material warranty, representation or statement made or furnished by Developer to City set forth herein or in any document incorporated by reference herein is intentionally false or proved to have been intentionally false in any material respect when it was made;
- b. If a finding and determination is made by City following an annual review pursuant to Section 12 hereinabove, 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 17; or
- c. A breach by Developer of any of the provisions or terms of this Agreement, after notice and opportunity to cure as provided in Section 16 above.

**18. No Waiver of Remedies.** City does not waive any claim of defect in performance by Developer if on periodic review City does not enforce this Agreement. 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. All other remedies at law or in equity which are not otherwise provided for in this Agreement are available to each party to pursue in the event that there is a breach of this Development Agreement by the other party (subject to applicable notice and cure periods). No waiver by City or Developer of any breach or default under this Development Agreement by the other party shall be deemed to be a waiver of any other subsequent breach thereof or default hereunder.

**19. Timing of Development.** Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal. 3d 465 (1984) that failure of the parties herein to provide for the timing of development resulting in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the Parties intent to cure that deficiency by acknowledging and proving that Developer shall have the right (without obligation), subject to and consistent with the provisions of this Agreement, to complete the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment.

**20. City Not Liable For Damages.** It is acknowledged by the Parties that the City would not have entered into this Agreement if it could be held liable in damages under or with respect to this Agreement or the application thereof. Consequently, and except for the payment of attorney's fees in accordance with this Agreement, the City shall not be liable in damages to the Developer, or to any assignee, transferee or any other person, and the Developer covenants on behalf of itself and its successors in interest not to sue for or claim any damages:



- a. For any breach of this Agreement;
- b. For the taking, impairment or restriction of any right or interest conveyed or provided hereunder or pursuant hereto;
- c. Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement; or
- d. For any injury to or interference with the rights of the property owner, allegedly or actually arising out of, or incurred in connection with, the parties entering this Agreement, or their exercise of any rights under 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 initiative and referendum, this Agreement shall be modified or suspended to the extent required by 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.

21. **Rights of Lenders Under this Agreement.** Should Developer place or cause to be placed any encumbrance or lien on the Project, or any part thereof, the beneficiary ("Lender") of said encumbrance or lien shall have the right at any time during the term of this Agreement and the existence of said encumbrance or lien to:

- a. Do any act or thing required of Developer under this Agreement, or cure any default of Developer under this Agreement and any such act or thing done or performed by Lender or cure shall be as effective as if done by Developer;
- b. Realize on the security afforded by the encumbrance or lien by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the security document evidencing the encumbrance or lien (hereinafter referred to as "a trust deed");
- c. 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 trust deed; and
- d. 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 trust deed.
- e. Should any Lender require or request an amendment to this Agreement in respect to the rights and remedies granted to a Lender, 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 in respect of a default by Developer hereunder.  
Should any Lender require that the trust deed securing their loan be in a first priority position, the Director shall have authority to sign a subordination agreement subordinating this Agreement to such trust deed.

22. **Notice to Lender.** City shall give written notice of any default or breach under this Agreement by Developer to Lender (if known by City) simultaneously with such notice of default City gives to Developer and afford Lender the opportunity after receipt of service of the notice to:

- a. Cure the breach or default within sixty (60) days after service of said notice, where the default can be cured by the payment of money;
- b. Cure the breach or default within sixty (60) 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
- c. 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 sixty (60) days after said notice, provided that acts to cure the breach or default are commenced within a sixty (60) day period after service of said notice of default on Lender by City and are thereafter diligently continued by Lender.

23. **Action by Lender.** 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:

- a. They are commenced within thirty (30) days after service on Developer (and on Lender if Lender's address is provided to the City pursuant to Section 24 below) of the notice described hereinabove;
- b. They are, after having been commenced, diligently pursued in the manner required by law to completion; and
- c. 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.

24. **Notice.** 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 Developer:

\_\_\_\_\_ 17701 Cowan  
Avenue, Suite 200  
Irvine, CA 92614  
Attention: Michael Massie  
Chief Development Officer

With Copy to Developer's Counsel:

Rutan & Tucker, LLP  
611 Anton Boulevard, Suite 1400



Costa Mesa, CA 92626  
Attention: Patrick D. McCalla

To City:

City of Buena Park  
6650 Beach Boulevard  
Buena Park, California 90620  
Attention: Joel W. Rosen, AICP  
Director of Community Development

25. **Attorneys' Fees.** In any proceedings arising from the enforcement of this Development Agreement or because of an alleged breach or default hereunder, 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 discretion of the court.

26. **Binding Effect.** 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.

27. **Applicable Law and Venue.** 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.

28. **Partial Invalidity.** If any provisions of this Agreement shall 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.

29. **Recordation.** 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 the Effective Date. Upon the expiration of the terms of this Agreement and the request of the Developer, the City will execute and deliver, in recordable form, an instrument confirming that this Agreement is terminated and of no further force or effect.

30. **Integrated Agreement.** This Development Agreement consists of this Agreement together with all Exhibits attached hereto, and all of the same are hereby incorporated by reference. The provisions of this Agreement shall govern over any inconsistent or conflicting provisions set forth in the Exhibits. No representation or promise, verbal or written, not expressly set forth herein shall be binding or have any force or effect.

31. **Time of Essence.** Time is of the essence in every provision hereof in which time is a factor.

*[Signatures on the following page]*

**IN WITNESS WHEREOF**, this Agreement has been executed by the parties and shall be effective on the Effective Date (defined in Section 1e. above).

**CITY OF BUENA PARK**, a municipal corporation

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

**ATTEST:**

\_\_\_\_\_  
Adria Jimenez, City Clerk  
City of Buena Park

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Christopher Cardinale, City Attorney

JHC-ACQUISITIONS LLC, a California limited liability company

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

*[Principal signatures to be notarized]*

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

PARCEL 1:

THE EAST 100 FEET OF THE SOUTH ONE-HALF OF LOT 4 OF TRACT NO. 983, IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 32, PAGE 49 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE SOUTH 150 FEET.

PARCEL 2:

THE EAST 50 FEET OF THE WEST 200 FEET OF THE NORTH HALF OF LOT 4 OF TRACT NO. 983, IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED BOOK 32, PAGE 49 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

THE EAST 99.94 FEET OF THE NORTH HALF OF LOT 4 OF TRACT NO. 983, IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 32, PAGE 49 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER

PARCEL 4:

A NON-EXCLUSIVE RIGHT OF WAY OVER THE SOUTH 60 FEET OF THE NORTH HALF OF LOT 4 OF TRACT NO. 983, IN THE CITY OF BUENA PARK, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED BOOK 32, PAGE 49 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY FOR THE PURPOSE OF INSTALLING, REPAIRING AND MAINTAINING SEWER PIPE LINE, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO SAID RIGHT OF WAY.

EXCEPT FROM SAID PARCEL 4 THOSE PORTIONS INCLUDED WITHIN PARCELS 2 AND

3 ABOVE. APN: 070-012-38

**EXHIBIT "B"**

**DEVELOPMENT PLAN**

DRAFT

## EXHIBIT "C"

### DEVELOPMENT AGREEMENT NO. DA19-1 CONDITIONS OF APPROVAL

#### AIRPORT LAND USE COMMISSION:

1. To remain below the Fullerton Municipal Airport (FMA) Obstruction Imaginary Surface, from ground level, any structure would need to be below 57.5' in height. The proposed project site is located within the approach surface for FMA.
2. The property is located within the 60 dB CNEL noise contour for FMA. The residential interior noise levels should be sound attenuated so that the interior noise does not exceed 45 dB. In addition, all designated outdoor common or recreational areas should have outdoor signage informing the public of the presence of operation aircraft (see Section 2.1.4 of the AELUP for Fullerton Municipal Airport). The Commission strongly recommends that residential units be limited or excluded in this area unless sufficiently sound attenuated.
3. Because of the close proximity to FMA, the property would require FAA notification by submitting Form 7460-1, (which may be completed on-line at <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>). Bear in mind that FAA's lead time to complete an airspace determination is approximately 8 weeks, so it would be wise to submit this as soon as possible (there is no cost to do this).
4. If the City of Buena Park needs to change the General Plan, Zoning or Specific Plan to accommodate the proposed use, then the City must submit the project to Airport Land Use Commission for Commission action. ALUC would hear the item after the FAA Determination is completed.

#### FIRE DIVISION:

1. 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.
2. 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 (PR145)
3. Prior to issuance of a precise grading permit or building permit, if a grading permit is not required:



- a. Gates (service code PR180) – if not included in the fire master plan.
  - b. Underground piping for private hydrants and fire sprinkler systems (service code PR470-PR475)
  - c. Architectural (occupancy A-3 service code PR200-208)
4. Prior to concealing interior construction:
    - a. Fire sprinkler system (service code PR420-PR440)
    - b. Fire alarm/sprinkler monitoring (service code PR500-PR520)
  5. 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](http://ocfa.org) and clicking on “Business→Planning & Development Services” in the menu bar at the top of the screen.
  6. 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.
  7. 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.

**PUBLIC WORKS:**

1. The existing four parcels of the project site shall be merged in accordance with the City Code and Subdivision Map Act. Plat map and legal description shall be prepared by a licensed surveyor. All cost associated with preparation of these documents and County recording shall be responsible by applicant.
2. Property owner shall dedicate easements for sewer purposes as follows:
  - a. A 10-foot wide sewer easement to the City of Buena Park for the existing 8-inch sewer main that runs east/west direction approximately 130-feet south of the northerly property line.
  - b. A 10-foot wide sewer easement to each of the three home owners at the south of the project parcel for existing private sewer laterals.

- c. Plat map and legal description shall be prepared by a licensed surveyor. All cost associated with preparation of these documents and County recording shall be responsible by applicant. Permanent structures will not be allowed to encroach into any easement unless authorized by the underlying utility owner. If the proposed improvements conflict with the existing sewer lines, developer shall be responsible for relocating these sewer lines.
3. New public improvements to include the following:
  - a. Remove an existing driveway approach and construct a new 25-foot wide curb return type driveway approach along the Commonwealth Avenue frontage per City Std. 213.
4. 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.
5. 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.
6. All trash collection services needed during construction or after project completion shall be obtained from the City's authorized provider.
7. 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.
8. 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.
9. 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.
10. 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.

**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. 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.

4. The construction plans require professional preparation. Submit plans and structural calculations prepared by a California registered engineer or architect.
5. 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.
6. May require OCFA Architectural review. Geotechnical review required due to new building over demolished pool.

**PLANNING DIVISION:**

1. This approval shall be for the conversion of a previously approved 2-story, 60-room motel into a Permanent Supportive Housing with 57 units, one manager's unit, construction of a new 2,744 sq. ft. single story office building and related site and parking improvements on approximately 0.79 acres of land located at 8180 Commonwealth Avenue in substantial compliance with plans stamped "RECEIVED JAN 15 2020 PLANNING DIV.", except as modified herein.
2. The Developer, Applicant, and/or Property Owner shall ensure that a copy of the Planning Commission resolution of approval and Exhibit "C" of Development Agreement DA19-1 (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. For the duration of the term of the Development Agreement, the 57 units shall be reserved for individuals experiencing homelessness with mental illness diagnosis that have an income at 30% AMI or below.
4. Plans submitted for plan check shall include all four elevations to include architectural amenities generally consistent with the submitted conceptual plans stamped "RECEIVED JAN 15 2020 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. Architectural features may be replaced or modified subject to approval of the Community Development Director, based on equivalent provision of acceptable alternatives.
5. The architectural elevations of the building shall be augmented by additional varying accent colors and materials on pop out features in order to break up the massing of the structure. Final design, materials, and colors shall be submitted to the Planning Division for review and approval prior to issuance of building permits.
6. Color and material samples shall be submitted to the Planning Division for approval prior to issuance of building permits.
7. Twenty-nine parking spaces will be provided. 15 stalls shall measure 9 ft. by 18 ft., 3 parallel stalls measuring 8 ft. wide and 22 ft. long, and 11 stalls measuring 8 ft. by 18 ft..

8. Common activity areas shall be provided as shown on the plans stamped "RECEIVED JAN 15 2020 PLANNING DIV." and will include fenced community garden and outdoor covered seating area and outdoor barbecue area. This area shall not be used between the hours of 10:00 pm to 7:00 am. A security camera shall be installed to monitor safe usage of this space.
9. Smoking shall be limited to the designated smoking area as shown on the plans stamped "RECEIVED JAN 15 2020 PLANNING DIV."
10. Final location, operations, and design of the vehicular gate as well as any associated signage shall be reviewed and approved by the City Traffic Engineer, the City Engineer, and the Planning Division prior to installation. The vehicular gates shall be equipped with a Knox Box for the Orange County Fire Authority and an Opticon system for the Police Department.
11. All entry doors into apartment buildings shall be equipped with a FOB system for resident's access, and shall remain locked at all times.
12. Plans submitted for plan check shall include complete photometric plan for the parking area to ensure that there are adequate levels of light within all portions of the parking area to ensure proper public safety.
13. Building and site lighting shall be decorative and consistent with the building design. The equivalent of one (1) foot candle minimum illumination shall be provided throughout the parking area. 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. A photometric plan shall be provided for all exterior light fixtures.
14. Decorative lighting to complement the architectural design of the development shall be provided throughout the entire development including the parking area and open space areas. Final location and design of light standards and wall 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.
15. Sound attenuation measures shall be taken so as to effectively reduce the noise within each unit to a level not exceeding 45 CNEL and exterior noise levels to not exceeding 65 CNEL. An acoustical analysis verifying that the proposed buildings are designed to limit intruding noise to allowable noise levels prescribed shall be submitted to the Building Division concurrently with the submittal of building plans for plan check.
16. All parking areas and driveways shall be paved and striped as shown on the approved plan. Installation of speed bumps shall not be permitted within required fire lanes, access drives, or driveways of the proposed project without City approval. 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 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.
17. The following items shall be considered conditions of this development:

- a. All trees throughout the development shall be properly maintained in living condition and any damaged or diseased tree shall be replaced by the property owner.
  - b. The parking area shall be maintained and clear of storage in order to maintain parking.
  - c. The developer shall provide trash receptacles and enclosure shall be designed to complement the project.
18. A copy of conditions of approval will be provided to the operator/ manager of the property. "Rules and Regulations" for residents will include restrictions listed in items 8, 9 and 17 above.
  19. Mail boxes shall be supplied, installed, and designed to the approval of the Planning Division, with locations subject to US Postal Service approval.
  20. All required new utility services shall be underground. 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 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.
  21. 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.
  22. Plans submitted for plan check shall show the transformer and all AMP boxes along the northeast corner of the property screened from view to the satisfaction of the Planning Division.
  23. All roof-mounted mechanical equipment shall be shall be screened to comply with existing design criteria and Section 19.544.020 of the City Code.
  24. Three hardcopy sets and one digital copy of detailed 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.
  25. Landscaping shall consist of a variety of trees, shrubs (5 gal. min.) and ground covers, generally consistent with the planting plan stamped "RECEIVED JAN 15 2020 PLANNING DIV." Min. 24 in. box trees and flowering shrubs and living ground cover shall be provided throughout the development, with final locations, design, and number approved by the



Planning Division. Mature trees shall be provided adjacent to the north and east sides of the building. Final design, locations, and size of all landscape materials shall be reviewed and approved by the Planning Division. All plants and trees shall be maintained in a healthy, thriving condition at all times. 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.

26. A 6-inch wide decorative masonry wall, a minimum of 8 ft. measured from the highest finished grade on the project side, shall be constructed and maintained along the south property line in accordance with the structural design approved by the Building Division. The existing 6-inch wide masonry wall, a minimum of 6 ft. measured from the highest finished grade on the project side, shall remain in place along the east and west property line in accordance with the structural design approved by the Building Division. Standard grey or pink block 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 precluded if possible, and if not possible, the gap between all double walls shall be sealed to the satisfaction of the City.
27. 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.
28. The development shall conform to the plan as finally approved by the City as conditioned herein. Final plans shall incorporate all changes as conditioned herein and shall recognize all easements or deed restrictions pertaining to the subject property. Any material modification shall require the prior approval of the Planning Commission.
29. Prior to any occupancy permit being granted, or commencement of the approved use, these conditions and all improvements shall be completed to the satisfaction of the City.
30. Construction shall be limited to the hours of 7:00 a.m. to 8:00 p.m. Monday through Saturday with construction prohibited on Sunday unless approved by the Public Works Department for unusual circumstances.
31. Prior to any occupancy permit being granted, these conditions and all improvements shall be completed to the satisfaction of the City.
32. Prior to the issuance of Building Permits for Development Agreement No. DA19-1, all fees associated with development including, but not limited to, park fees and community benefit fees shall be paid in full unless herein stated otherwise.
33. 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 of this Development Agreement, 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.

DRAFT

RESOLUTION NO. 6181

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK RECOMMENDING THAT THE CITY COUNCIL APPROVE ZONING TEXT AMENDMENT NO. C20-1 PERTAINING TO PERMANENT SUPPORTIVE HOUSING USE AND MAKING CORRESPONDING AMENDMENTS TO TITLE 19 (ZONING CODE) OF THE BUENA PARK MUNICIPAL CODE

A. Recitals

(i) On January 22, 2020, the Planning Commission of the City of Buena Park conducted and concluded a duly noticed Public Hearing to consider Zoning Text Amendment No. C20-1 amending Title 19 Zoning of the Buena Park Municipal Code to establish a Permanent Supportive Housing use.

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

B. Resolution

NOW, THEREFORE, the Planning Commission of the City of Buena Park does hereby, find, determine, and resolve as follows:

1. The Planning Commission hereby finds that the Recitals, Part A of this Resolution, are true and correct and incorporate them as part of the findings below.

2. The Planning Commission finds that Text Amendment No. C20-1 is consistent with the goals of the City's General Plan and Housing Element. The proposed amendment will assist in providing direction for repurposing existing development and use of the existing Airport Inn located at 8180 Commonwealth Avenue, within the NC, Neighborhood Commercial Overlay and will provide 57 new affordable housing units within the City of Buena Park.

3. The Planning Commission finds that Zoning Text Amendment No. C20-1 provides appropriate procedures and standards to promote sound land use and development practices within the City, without having a detrimental effect upon land available for housing within the City.

4. The Planning Commission finds that Zoning Text Amendment No. C20-1 is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, 14 California Code of Regulations, sections 15060, subdivision (c)(3) on the basis that the activity is not a project.

5. The Planning Commission finds that facts supporting findings 1 through 4, above, are contained in the record of the January 22, 2020 Planning Commission meeting and public hearing, including the staff report, materials, public testimony, and information provided to the Planning Commission.

6. 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. C20-1.

8. 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. C20 -1.

**PASSED AND ADOPTED** this 22nd day of January, 2020 by the following called vote:

AYES: 6 COMMISSIONERS: Capelle, Diep, Desai, McGuire, Schoales,  
and Chung

NOES: 0 COMMISSIONER:

ABSENT: 0 COMMISSIONER:

ABSTAINED: 0 COMMISSIONER:

\_\_\_\_\_  
Jae Chung, Vice Chair

ATTESTED:

\_\_\_\_\_  
Joel W. Rosen, AICP  
Secretary

RESOLUTION NO. 6182  
DEVELOPMENT AGREEMENT NO. DA19-1

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BUENA PARK RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF BUENA PARK APPROVE DEVELOPMENT AGREEMENT NO. DA19-1, FOR A COMPREHENSIVE REMODEL AND CHANGE OF USE OF AN EXISTING PREVIOUSLY APPROVED TWO-STORY 60 ROOM MOTOR HOTEL TO 57 UNIT PERMANENT SUPPORTIVE HOUSING APARTMENTS, ONE MANAGER'S UNIT; CONSTRUCTION OF A NEW 2,744 SQ. FT. OFFICE, AND ASSOCIATED PARKING AND SITE IMPROVEMENTS ON APPROXIMATELY 0.8 ACRES OF LAND LOCATED AT 8180 COMMONWEALTH AVENUE, BUENA PARK, CALIFORNIA IN THE ML (LIGHT INDUSTRIAL) ZONE WITH NC-NEIGHBORHOOD COMMERCIAL OVERLAY AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF BUENA PARK

A. Recitals.

(i) Jamboree Housing Corporation, project proponent, 17701 Cowan Avenue Ste 200 Irvine, CA 92614, on behalf of SHI Management Company LLC, 8010 Commonwealth Avenue, Buena Park, CA, 90621, has filed a request to enter into Development Agreement No. DA19-1 to convert an existing previously approved 60 room motor hotel to 57 unit Permanent Supportive Housing apartments, one manager's unit, construct a new 2,744 sq. ft. office building, associated parking and site improvements at 8180 Commonwealth Avenue, Buena Park, California (APN: 070-012-38) in the County of Orange. Hereinafter, in this Resolution, the subject Development Agreement No. DA19-1 request is referred to as "Development Agreement".

(ii) On January 22, 2020, this 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 elements of the proposed Development Agreement together with the associated information contained therein.

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

B. Resolution.

NOW, THEREFORE, the Planning Commission of the City of Buena Park does hereby find, determine, and resolve as follows:

1. In all respects as set forth in the Recitals, Part A, of this Resolution.

2. Based upon substantial evidence presented to this Commission during the above-referenced hearing, including written staff reports, verbal testimony, and development plans stamped "RECEIVED JAN 15 2020 PLANNING. DIV." this Commission hereby finds and recommends the City Council find that Development Agreement No. DA19-1 will promote the orderly development of the project area along with the public health, safety and welfare.

a. The location, design, and proposed residential development set forth in the Development Agreement will be compatible with the existing and anticipated development in the vicinity. The



proposed project, as conditioned, includes appropriate development features consistent with applicable standards and is consistent with the long term vision for the area.

b. The Development Agreement will continue to produce an environment of stable and desirable character, will not cause traffic congestion on the surrounding streets, and will include adequate on-site circulation as well as improved pedestrian access. The proposed use and intensity has adequate street access, and traffic capacity will be available to serve the proposed apartments as well as existing and anticipated development in the surrounding area.

c. The proposed project and improvements will enhance site and area aesthetics. The proposed project and improvements will be compatible with the design standards for multifamily residential development and will enhance site utility. Furthermore, the Development Agreement will promote the orderly development of the project area along with the public health, safety, and welfare.

d. The Development Agreement will conform to the City of Buena Park's General Plan and Zoning Ordinance. The proposal will promote the maximum efficient utilization of the site. The proposal furthers the goals of the City's General Plan Housing Element for additional housing and will be compatible with the intended character of the area.

3. This Commission also makes, and recommends the City Council make, the following specific findings in support of Development Agreement No. DA19-1.

a. 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 CEQA Section 15301, Class 1 Existing Facilities and Section 15332, Class 32, In-fill Development of Division 6 of Title 14 of the California Code of Regulations.

4. The Secretary to this 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 No. DA19-1 prepared for this project and transcripts of any and all hearings conducted with respect to the applications recommended for approval herein.

ADOPTED AND APPROVED this 22nd day of January, 2020 by the following called vote:

AYES:	6	COMMISSIONERS:	Capelle, Diep, Desai, McGuire, Schoales, and Chung
NOES:	0	COMMISSIONER:	
ABSENT:	0	COMMISSIONER:	
ABSTAIN:	0	COMMISSIONER:	

Resolution No. 6182  
Development Agreement No. DA19-1  
January 22, 2020

Jae Chung, Vice Chair \_\_\_\_\_

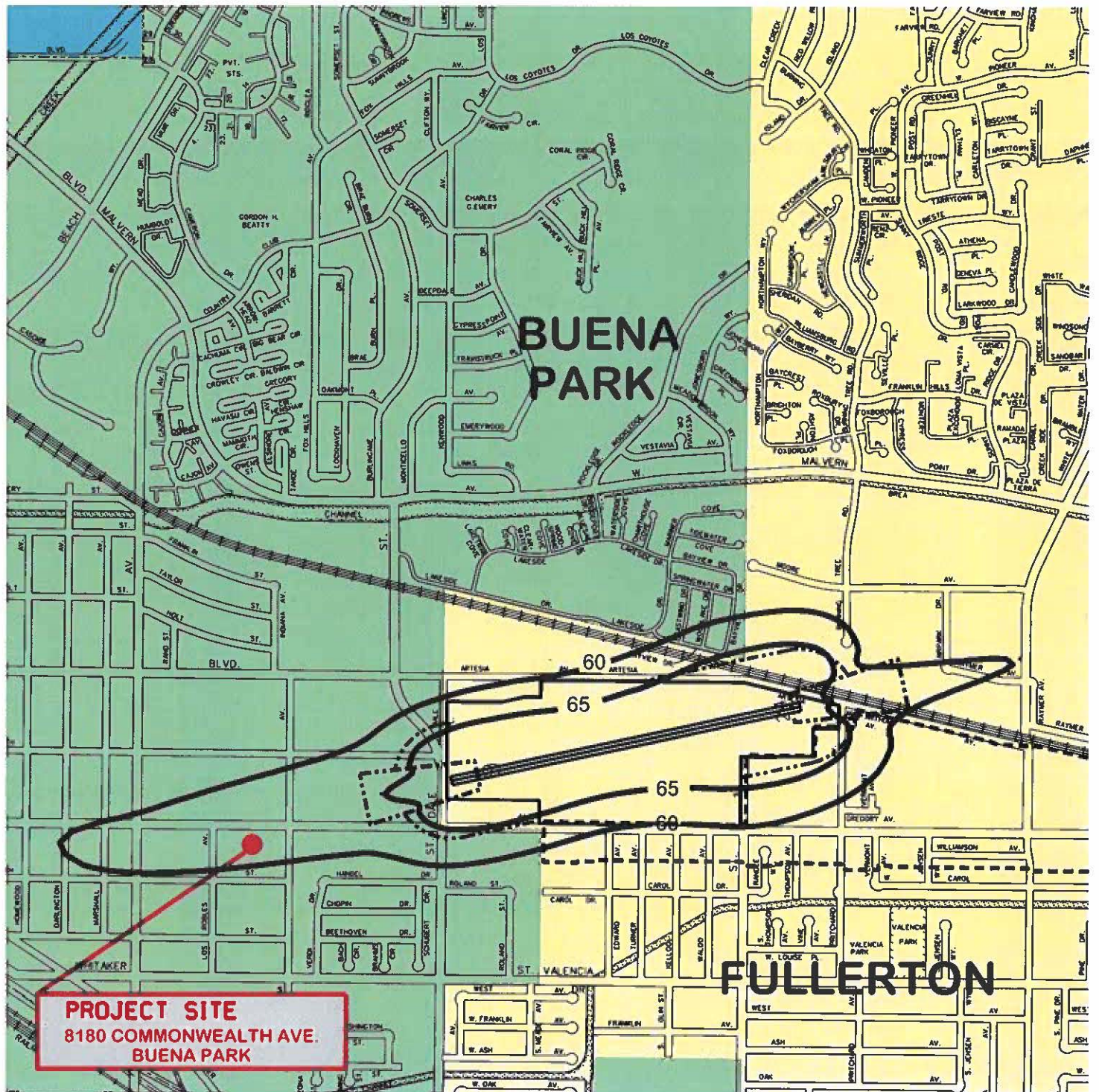
I, Joel W. Rosen, AICP, Secretary of the Planning Commission of the City of Buena Park, do hereby certify that the foregoing Resolution was passed at a regular meeting of the Planning Commission of the City of Buena Park held on the 22nd day of January 2020.

ATTEST:

\_\_\_\_\_  
Joel W. Rosen, AICP  
Secretary

REDA19-1





Note - Larger format map is available through Commission office at 949-252-5170

# AIRPORT IMPACT ZONES AND NOISE CONTOURS

## FULLERTON MUNICIPAL AIRPORT

### LEGEND

- 60 CNEL CONTOUR
- RUNWAY PROTECTION ZONE
- ACCIDENT POTENTIAL ZONE II
- CITY BOUNDARIES
- AIRPORT BOUNDARIES

### CERTIFICATION

Adopted by the Airport Land Use Commission for Orange County

## ATTACHMENT 5

Lea Choum, Executive Officer

Date





December 24, 2019

**Jamboree**  
17701 Cowan Ave., Suite 200  
Irvine, California 92614

Attention: **Michael Points | Development Associate**

Subject: **Airport Inn Apartments**  
**Buena Park, California**  
**Exterior Noise and Exterior Façade Acoustical Analysis**  
**Veneklasen Project No. 4534-004**

Dear Michael:

Veneklasen Associates, Inc. (Veneklasen) has completed our review of the Airport Inn Apartments project located in Buena Park, California. This report predicts the exterior noise level at the site using measurements and computer modeling. Using this information, interior noise levels were calculated based on the exterior noise exposure and the construction types proposed. From this, the exterior façade design was determined. This report represents the results of our findings.

## 1.0 INTRODUCTION

This study was conducted to determine the impact of the exterior noise sources on the Airport Inn Apartments project in Buena Park, California. Veneklasen's scope of work included calculating the exterior noise levels impacting the site and determining the method, if any, required to reduce the interior and exterior sound levels to meet the applicable code requirements of the State of California and the City of Buena Park.

The project consists of a 2-level existing building remodel. The project is bounded by Commonwealth Avenue to the north, existing commercial uses to the east and west, and existing residential uses to the south.

## 2.0 NOISE CRITERIA

CNEL (Community Noise Equivalent Level) is the 24-hour equivalent (average) sound pressure level in which the evening (7 pm–10 pm) and nighttime (10 pm – 7 am) noise is weighted by adding 5 and 10 dB, respectively, to the hourly level. Since this is a 24-hour metric, short-duration noise events (truck pass-by's, buses, trains, etc.) are not as prominent in the analysis.

Leq (equivalent continuous sound level) is defined as the steady sound pressure level which, over a given period of time, has the same total energy as the actual fluctuating noise.

### 2.1 Interior Noise Levels - Residential

The State of California Building Code (Section 1207, "Sound Transmission") and the City of Buena Park Noise Element state that interior CNEL values for residential land uses are not to exceed 45 CNEL in any interior habitable room.

If the windows must be closed to meet an interior level of 45 CNEL, then a mechanical ventilating system or other means of natural ventilation may be required.

### 2.2 CALGreen – Non-residential

Section 5.507.4.2 of the 2016 California Green Building Code stipulates that for buildings exposed to a noise level of 65 dB or more when measured as a 1-hour Equivalent Sound Level (Leq), the building façade, including walls, windows, and roofs, shall provide enough sound insulation so that the interior sound level

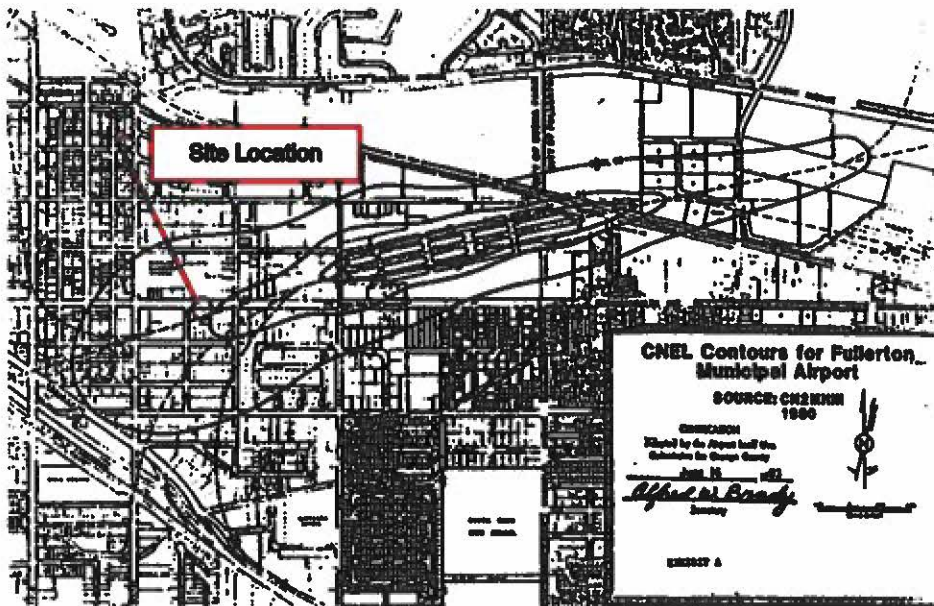
from exterior sources does not exceed 50 dBA during any hour of operation. This applies to non-residential spaces such as retail space, leasing, and amenities.

**3.0 EXTERIOR NOISE ENVIRONMENT**

**3.1 Airport Noise Contours**

Based on the published Fullerton Municipal Airport CNEL Noise Contour Map in 1980, the proposed site is located inside the 60-65 CNEL contours. Given the location, Veneklasen used a level of 64 CNEL for the site. Figure 1 shows the CNEL Noise Contour Map.

**Figure 1 – 1980 CNEL Noise Contour Map**



**3.2 Noise Measurements**

Vehicle traffic on Commonwealth Avenue and air traffic from Fullerton Municipal Airport are the primary sources of noise affecting the site. Veneklasen visited the site on Thursday, December 12, 2019 and placed a sound level meter on the roof of the existing building to capture the hourly sound levels on the site for a 24-hour period. Veneklasen also performed short-term noise measurements. Table 1 and Figure 2 show the location and summary of the noise measurements.

**Table 1 – Measured Sound Levels**

Location	Loudest Daytime Hour, Leq dBA	CNEL
L1	73	72
S1	58	-
S2	49	-
S3	55	-



Figure 2 – Aerial View of Project Site Showing Measurement Locations



### 3.3 Overall Exterior Exposure

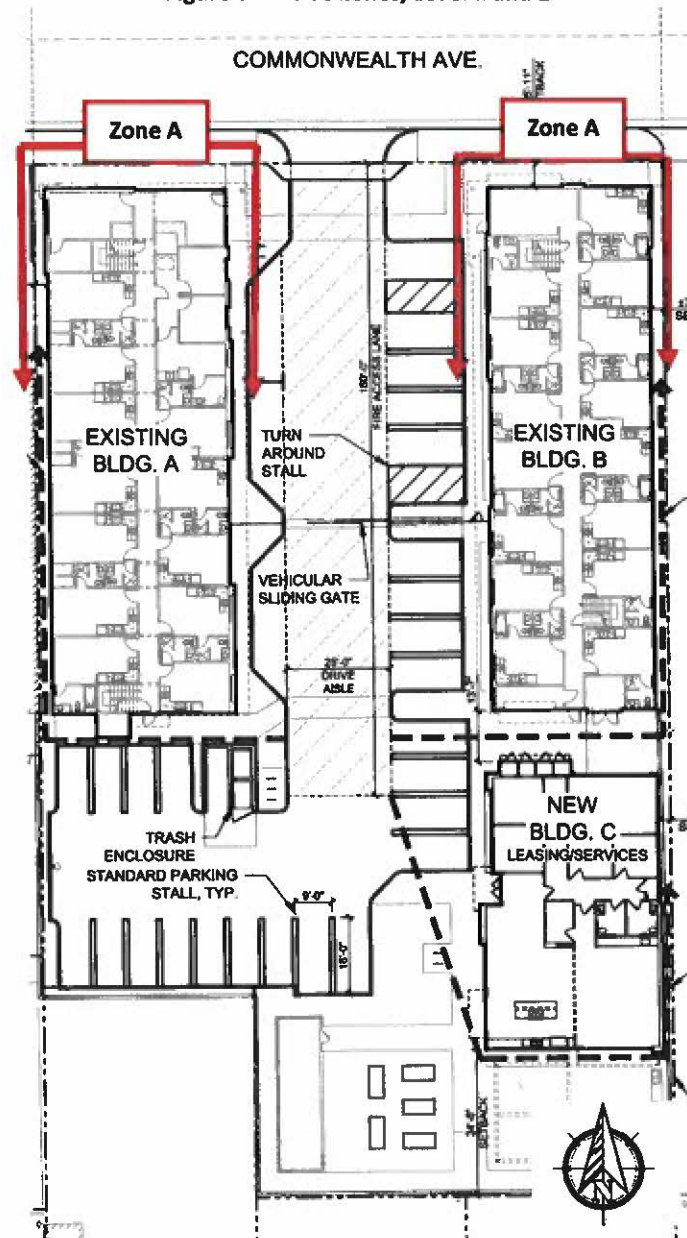
Based on the measurements, Veneklasen calculated the noise level at different locations across the project site. To simplify the presentation of the exterior noise levels, Veneklasen has separated the site into locations based on the sound exposure and required mitigation. The predicted sound levels at each zone, shown in

Figure 3, are listed in Table 2 below.

**Table 2 – Exterior Noise Levels**

<b>Location</b>	<b>Floor</b>	<b>Exterior Noise Level, CNEL</b>
Zone A	All	65-72
Remaining Units	All	< 65

Figure 3 – Noise Zones, Level 1 and 2



**4.0 INTERIOR NOISE CALCULATION**

**4.1 Exterior Façade Construction**

The plans show that the exterior wall finishes will be either plaster screeds or a stone veneer. For analysis purposes, Veneklasen assumed an exterior wall type with the finishes attached to sheathing on wood studs with a single layer of gypsum board on the interior and batt insulation in the cavity.

Veneklasen’s calculations included the roof path. For analysis purposes Veneklasen assumed roof consisting of roofing material over sheathing (OSB), insulation, wood truss, and gypsum board on the interior.

Veneklasen utilized the window system ratings (glass, frame and seals) shown in Appendix I.



#### 4.2 Interior Average Noise Level (CNEL) – Residential

Veneklasen calculated the interior level within the residential units given the measured noise environment and the exterior facade construction described above. Calculations were based on the building plans dated October 7, 2019. Table 3 shows the predicted interior CNEL noise levels based on the windows and doors with STC ratings as shown and glazing construction as described in Appendix I.

**Table 3 – Calculated Interior CNEL Noise Levels**

Location	Floor	Exterior Noise Level, CNEL	Window/ Door Rating	Interior Noise Level, CNEL
Zone A	All	65-72	STC 32	43
Remaining Units	All	< 65	STC 29	

#### 4.3 Mechanical Ventilation - Residential

Because the windows and doors must be kept closed to meet the noise requirements, mechanical or other means of ventilation may be required for all units. The ventilation system shall not compromise the sound insulation capability of the exterior facade assembly.

#### 4.4 CALGreen – Non-Residential

In a similar manner, Veneklasen calculated the noise level within non-residential spaces. CALGreen is based on the loudest hourly Leq. Veneklasen utilized a statistical methodology to determine this level from the measurements<sup>1</sup>. The results are shown in Table 4 below.

**Table 4 – Calculated Interior Average Noise Levels at Non-Residential Areas**

Location	Exterior Leq, dBA Loudest hour	Minimum Glazing	Interior Leq
Zone A	73	STC 32	< 50
Remaining Areas	< 65	CALGreen Analysis not required.	

#### 5.0 SUMMARY

The following summarizes the acoustical items required to satisfy the noise criteria as described in this report.

##### Residential

- Exterior wall assembly is acceptable as described in Section 4.1.
- The roof assembly was included in our calculations and can remain as designed.
- Windows and glass doors with minimum STC ratings as shown in Table 3 with Transmission Loss and STC ratings fully specified in Appendix I are required. Appendix I provides the full acoustical specification performance requirements that must be satisfied on the project.
- Residential mechanical ventilation, or other means of natural ventilation, may be required for all units in Zones A.

<sup>1</sup> LoVerde, John; Dong, Wayland; Rawlings, Samantha. "Noise Prediction of Traffic on Freeways and Arterials from Measured Data." Noise-Con 2014. Fort Lauderdale, Florida.

**Non-Residential**

- At retail, amenity, and other non-residential spaces, windows and glass doors as shown in Table 4 with Transmission Loss and STC ratings fully specified in Appendix I are required to satisfy CALGreen. Appendix I provides the full acoustical specification performance requirements that must be satisfied on the project.

Various noise mitigation methods may be utilized to satisfy the noise criteria described in this report. Alteration of mitigation methods that deviate from requirements should be reviewed by the acoustical consultant.

If you have any questions or comments regarding this report, please do not hesitate to contact us.

Sincerely,  
Veneklasen Associates, Inc.



John LoVerde, FASA  
Principal



Kevin Patterson  
Associate



**APPENDIX I – GLAZING REQUIREMENTS**

In order to meet the predicted interior noise levels described in Section 4.0, the glazing shall meet the following requirements:

**Table 5– Acoustical Glazing Requirements: Minimum Octave Band Transmission Loss and STC Rating**

Nominal Thickness	Minimum Transmission Loss						Min. STC Rating
	Octave Band Center Frequency (Hz)						
	125	250	500	1000	2000	4000	
1" dual	19	18	26	33	36	32	29
1" dual	21	20	28	36	37	33	32

The transmission loss values in the table above can likely be met with the following glazing assemblies:

1. STC 29: 1/8" monolithic – 3/4" airspace – 1/8" monolithic
2. STC 32: 1/8" monolithic – 3/4" airspace – 1/8" monolithic

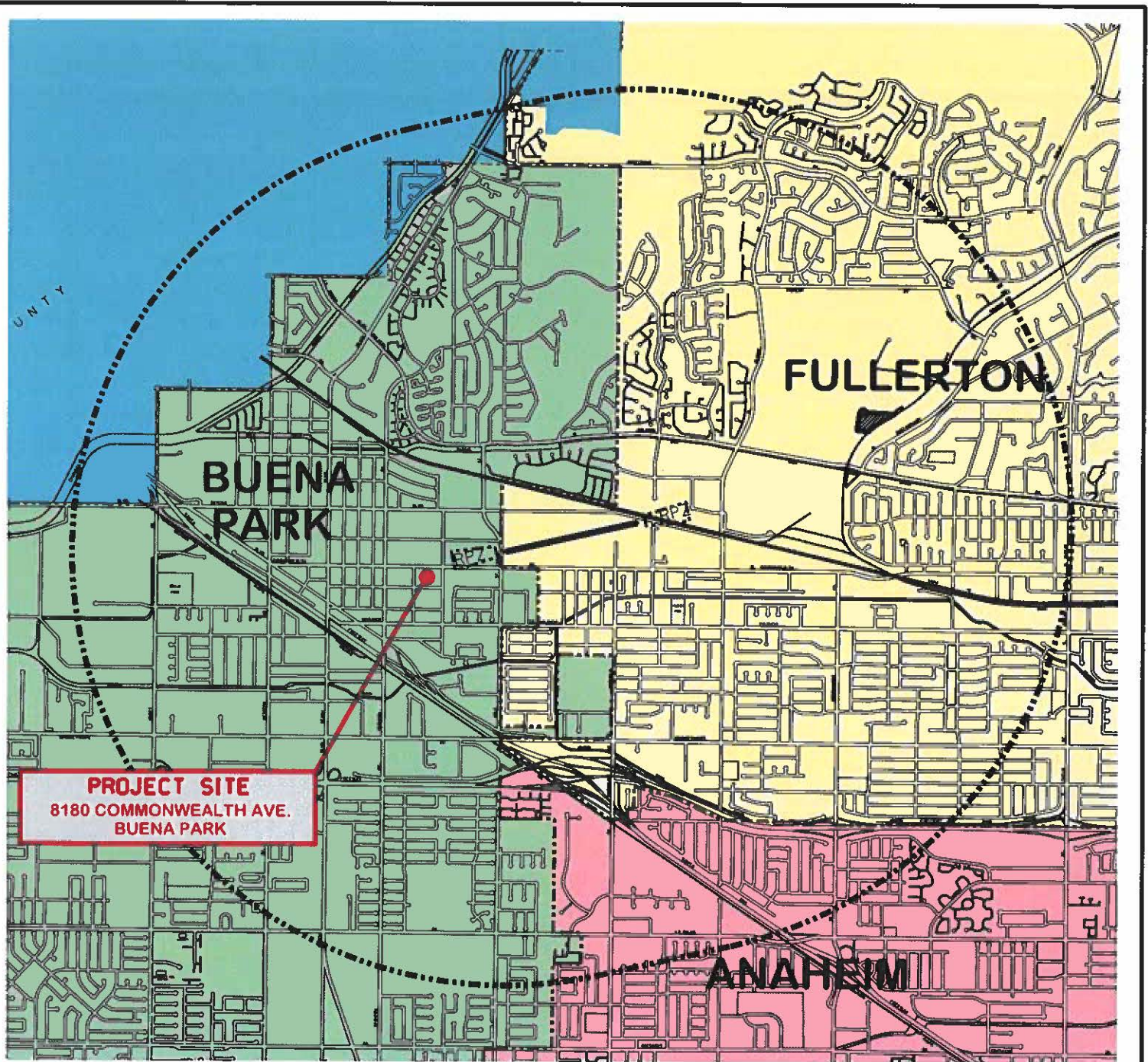
An assembly's frame and seals may limit the performance of the overall system. Therefore, the window and door systems selected for the project shall not be selected on the basis of the rating of the glass alone but on the entire assembly including frame and seals. Additionally, the assemblies given above are provided as a basis of design, but regardless of construction, the window and door systems must not be selected in the basis of STC rating alone, but shall meet the octave band Transmission Loss (TL) for the system having the minimum values in Table 6 above.

Independent laboratory acoustical test reports should be provided for review by the design team to ensure compliance with glazing acoustical performance requirements. Lab shall be a current member of the National Voluntary Laboratory Accreditation Program (NVLAP) under the National Institute for Standards and Technology (NIST) for accreditation and shall be pre-approved by Veneklasen Associates, Inc. Tests are required to be completed in North America. Lab reports shall be in compliance with ASTM standard E90 and be no more than 10 years old (from date of submission on specific project).

If test reports are not available for a proposed assembly, then the assembly, including frame, seals and hardware, shall be tested at an independent accredited laboratory as described above to demonstrate compliance with the requirements of this report. Veneklasen shall be invited to witness acoustical testing completed and reserves the right to exclude test reports from laboratories that are not pre-approved by Veneklasen.



# AELUP Notification Area for FMA



Note: - County Unincorporated areas are shown in white.  
 - Larger format map is available through Commission office at 949-252-5170

## FAR PART 77 Fullerton Municipal Airport Notification Area: 10,000' Radius at 50:1 Slope



Scale In Feet

### LEGEND

- 10,000' Radius
- CITY BOUNDARIES

### CERTIFICATION

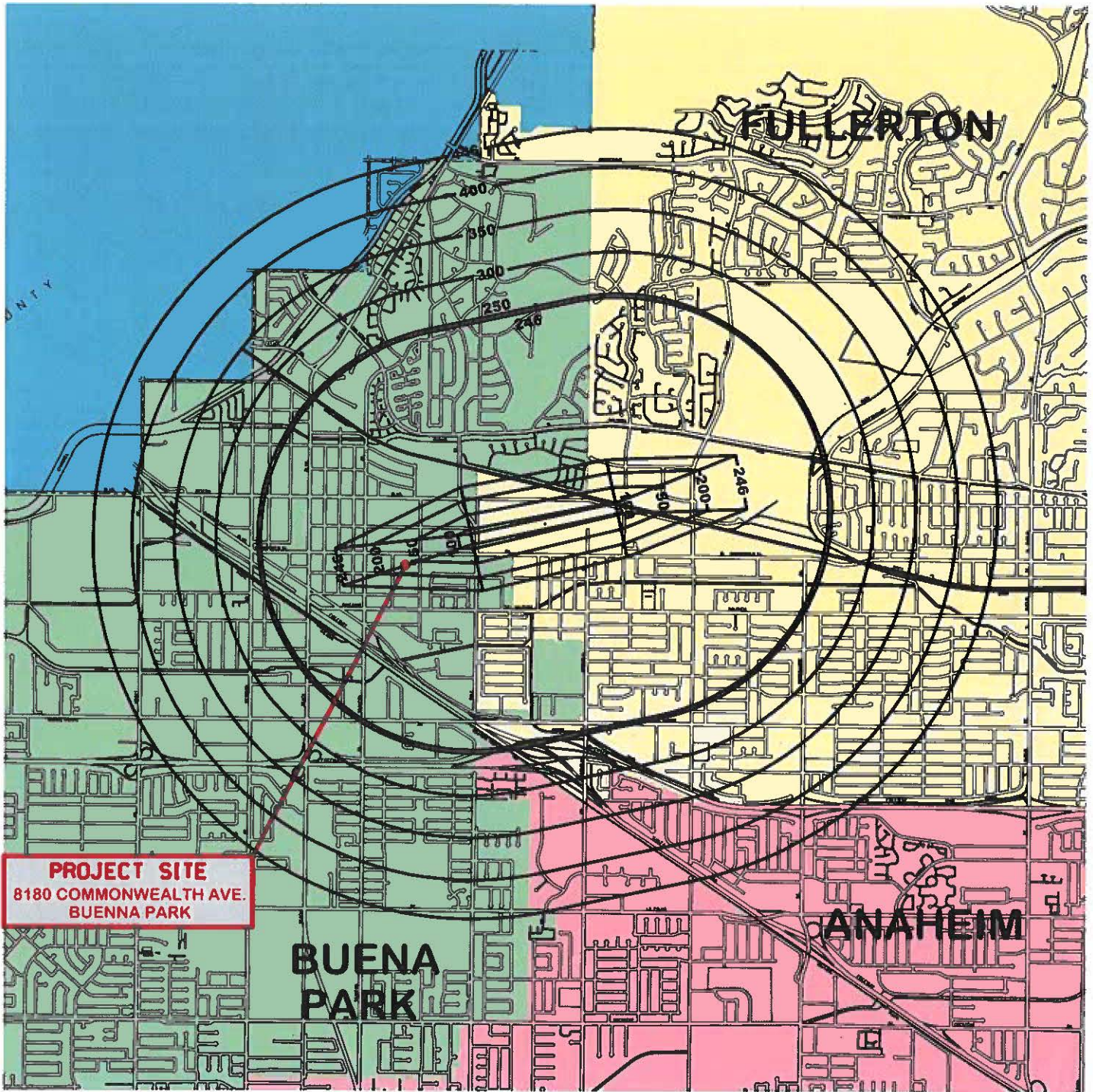
Adopted by the Airport Land Use Commission for Orange County

## ATTACHMENT 7

Lea Choum, Executive Officer

Date



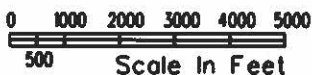


**PROJECT SITE**  
 8180 COMMONWEALTH AVE.  
 BUENNA PARK

Note: – County Unincorporated areas are shown in white.  
 – Larger format map is available through Commission office at 949-252-5170

## FAR PART 77

### Fullerton Municipal Airport Obstruction Imaginary Surfaces



**LEGEND**

- CITY BOUNDARIES
- AIRPORT BOUNDARIES

**CERTIFICATION**

Adopted by the Airport Land Use Commission for Orange County

## ATTACHMENT 8

Lea Choum, Executive Officer

Date





Mail Processing Center  
 Federal Aviation Administration  
 Southwest Regional Office  
 Obstruction Evaluation Group  
 10101 Hillwood Parkway  
 Fort Worth, TX 76177

Aeronautical Study No.  
 2020-AWP-922-OE

Issued Date: 02/13/2020

Tung Tran  
 Jamboree Housing Corporation  
 17701 Cowan Ave, Suite 200  
 Irvine, CA 92614

**\*\* DETERMINATION OF NO HAZARD TO AIR NAVIGATION \*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Building New 1-story Community Building  
 Location: Buena Park, CA  
 Latitude: 33-52-11.00N NAD 83  
 Longitude: 117-59-25.00W  
 Heights: 82 feet site elevation (SE)  
 21 feet above ground level (AGL)  
 103 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- At least 10 days prior to start of construction (7460-2, Part 1)
- Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 2.

This determination expires on 08/13/2021 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

**NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.**

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (206) 231-2990, or [paul.holmquist@faa.gov](mailto:paul.holmquist@faa.gov). On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-AWP-922-OE.

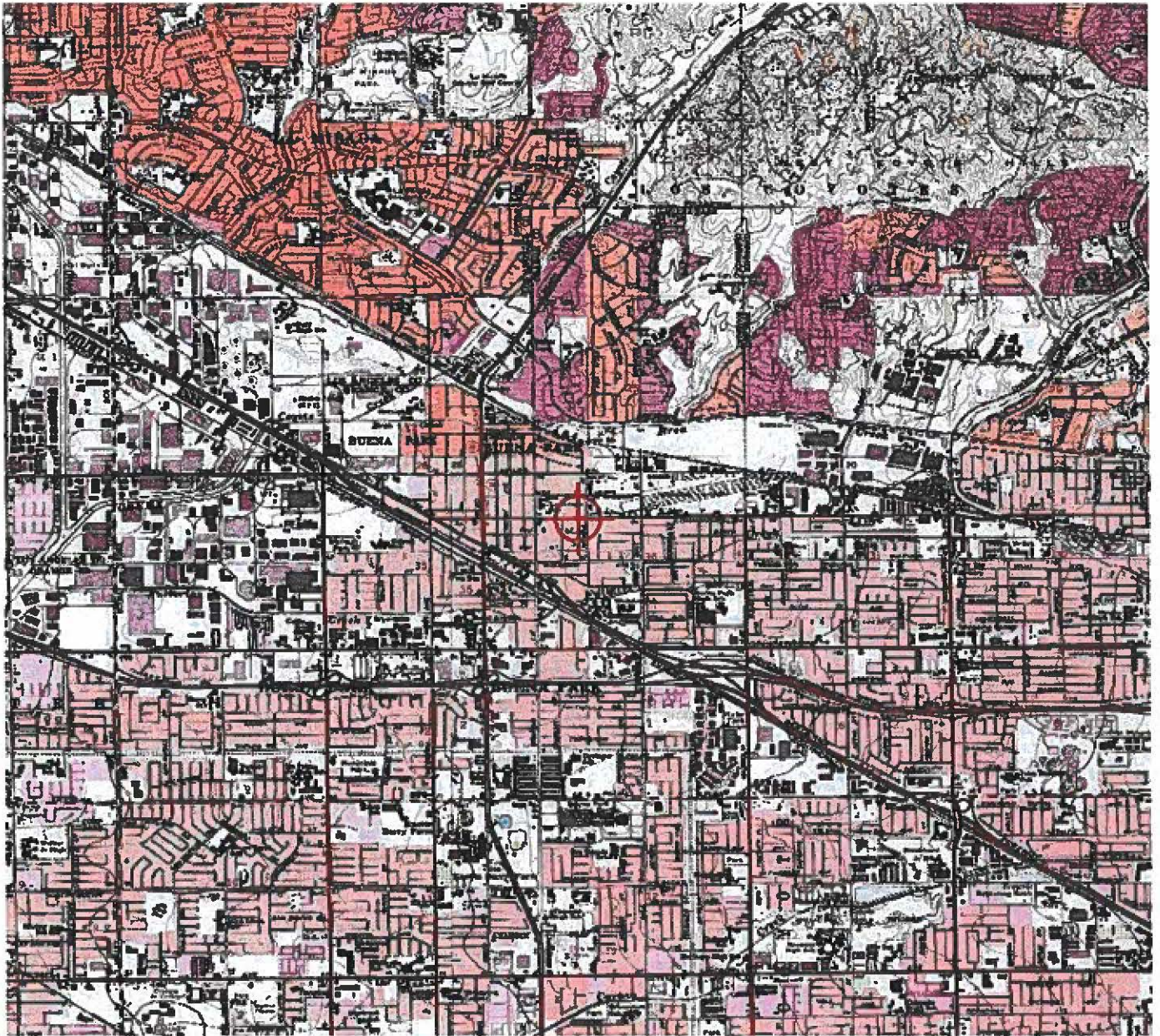
**Signature Control No: 428734345-430758709**  
Paul Holmquist  
Specialist

( DNE )

Attachment(s)  
Map(s)



TOPO Map for ASN 2020-AWP-922-OE











# CITY OF BUENA PARK

DEPARTMENT OF COMMUNITY DEVELOPMENT

Joel W. Rosen, AICP, Director

February 10, 2020

RECEIVED

FEB 18 2020

Lea Choum  
Executive Officer  
Airport Land Use Commission  
3160 Airway Ave  
Costa Mesa, CA 92626

**AIRPORT LAND USE COMMISSION**

**SUBJECT: PROPOSED PROJECT - AIRPORT INN APARTMENTS**

Dear Ms. Choum:

This letter confirms that the City received a planning application from Jamboree Housing Corporation on October 22, 2019. The application from Jamboree Housing is to adaptively reuse an existing two-story 60-room Commonwealth Airport Inn motel located at 8180 Commonwealth Avenue in the ML (Light Industrial) zone with NC-Neighborhood Commercial Overlay. The project includes converting the motel to 57-studio unit permanent supportive affordable housing apartments with one manager's unit and construction of a new one-story 2,744 sq. ft. community building, associated parking, and site improvements on a 0.78-acre site. A development agreement and Zoning Text Amendment to add Permanent Supportive Housing use within the list of permitted uses in NC-Neighborhood Commercial Overlay are required to accommodate the project.

On January 22, 2020, the City of Buena Park Planning Commission considered the request and recommended the City Council approve the project.

The City is requesting the Airport Land Use Commission review the project for consistency with the Airport Environs Land Use Plan for the Fullerton Municipal Airport. Attached for your reference are detailed plans for the proposed project.

Sincerely,

  
Joel Rosen, AICP  
Director of Community Development

ATTACHMENTS: Plans for the proposed project

**Proposed Project Airport Inn Apartments  
8180 Commonwealth Ave, Buena Park, CA)**

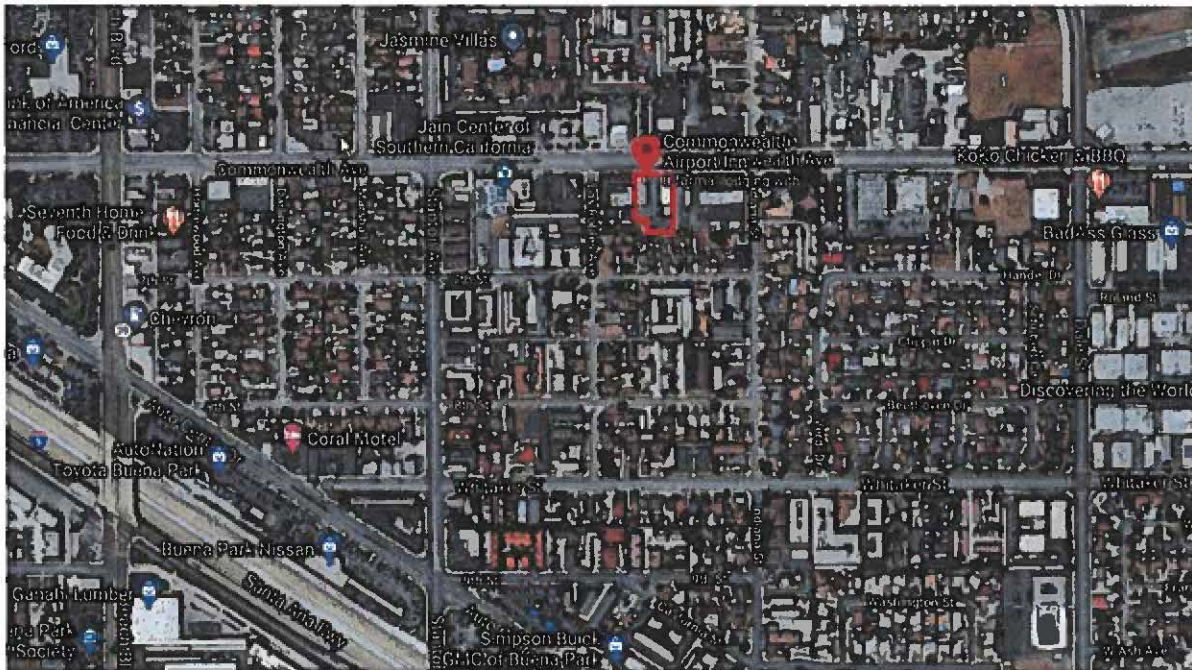
Pursuant to Section 4.7 of the Airport Environs Land Use Plan (AELUP) for Fullerton Municipal Airport, the City of Buena Park requests that the Airport Land Use Commission (ALUC) review the proposed Airport Inn Apartments project for consistency with the AELUP at its March 19, 2020 meeting.

**1. Description of Project**

Jamboree Housing Corporation, a non-profit organization that develops and manages affordable housing throughout California is proposing to convert an existing motel into permanent supporting housing (PSH) for previously homeless and chronically homeless individuals. The site is 0.78 acres, it will consist of 57-studio apartments and one two-bedroom manager's unit, and new one-story 2,744 sq. ft. community building.

**2. Location of Project**

The project is located at 8180 Commonwealth Ave. Buena Park. The site plan is attached as Attachment No. ALUC 1.



**3. Existing and Proposed General Map and zoning designations**

The site carries a General Plan designation of Commercial Office Mixed-Use and is within the Commonwealth Corridor Focus Area. The Zoning Classification is ML-Light Industrial with a Neighborhood Commercial Overlay. The proposed text amendment will create a new use category in the Zoning Code called Permanent Supportive Housing and allow PSH use within the NC-Neighborhood Commercial Overlay (Overlay) upon approval of a Development Agreement. Currently the underlying zoning classification for all properties within the Overlay is ML Light Industrial and there are no development standards for any type of residential uses.



#### **4. Existing uses and proposed uses and adjacent properties**

The property is currently a 60-room motel called the Commonwealth Airport Inn, the motel was built in 1965 and rehabilitated in 1999. Jamboree Housing Corporation, a non-profit public benefit corporation develops and manages affordable housing throughout California is the developer. It is proposing to convert the existing motel into units 57-studio Permanent Supportive Housing units and one 2-bedroom manager's unit. The apartments will be occupied by previously homeless and chronically homeless individuals. Permanent supportive housing provides affordable apartments and intensive case management services, life skills, and vocational training for previously homeless and chronically homeless individuals.

#### **Adjacent Property Uses**

	<b>General Plan</b>	<b>Zoning</b>	<b>Existing Land Use</b>
<b>North</b>	Commercial Office Mixed-Use Area	ML with NC	Warehouse
<b>South</b>	Low Density Residential with Housing Opportunities Overlay	RS-6	Single Family Residences
<b>East</b>	Commercial Office Mixed-Use Overlay	ML with NC	Vacant lot
<b>West</b>	Commercial Office Mixed-Use Overlay	ML with NC	Multi-tenant retail center

#### **5. Approval Schedule**

<b>Approval</b>	<b>Why is it required</b>
Development Agreement	Initiate a Development Agreement between the City of Buena Park and Jamboree Housing Corporation to convert the 60-room motel into PSH with 57 units, one manager's unit, construct a new 2,744 single story community building, and related site and parking improvements.
Zoning Text Amendment	This will amend Buena Park Municipal code Title 19, pertaining to Permanent Supportive Housing use within the NC, Neighborhood Commercial Overlay Classification

#### **6. Fullerton Municipal Airport (Noise and Safety)**

Based on the published Fullerton Municipal Airport CNEL Noise Contour Map in 1980, the proposed project is located inside the 60-65 CNEL contours. Jamboree Housing contracted Veneklasen Associates, Inc. to conduct an exterior noise level study for exterior noise level at the site using measurements and computer modeling. The full report and recommendations are attached as Attachment No. ALUC 2.

Jamboree will follow the recommendations from the acoustical analysis in the rehabilitation of the motel to ensure that the sound from the airport is attenuated and the interior noise standard is met.



The report recommends:

An assembly's frame and seals may limit the performance of the overall system. Therefore, the window and door systems selected for the project shall not be selected on the basis of the rating of the glass alone but on the entire assembly including frame and seals. Additionally, the assemblies given above are provided as a basis of design, but regardless of construction, the window and door systems must not be selected in the basis of STC rating alone, but shall meet the octave band Transmission Loss (TL) for the system having the minimum values in Table 6 in the analysis.

Independent laboratory acoustical test reports should be provided for review by the design team to ensure compliance with glazing acoustical performance requirements. Lab shall be a current member of the National Voluntary Laboratory Accreditation Program (NVLAP) under the National Institute for Standards and Technology (NIST) for accreditation and shall be pre-approved by Veneklasen Associates, Inc. Tests are required to be completed in North America. Lab reports shall be in compliance with ASTM standard E90 and be no more than 10 years old (from date of submission on specific project).

If test reports are not available for a proposed assembly, then the assembly, including frame, seals and hardware, shall be tested at an independent accredited laboratory as described above to demonstrate compliance with the requirements of this report. Veneklasen shall be invited to witness acoustical testing completed and reserves the right to exclude test reports from laboratories that are not pre-approved by Veneklasen.

#### **7. Runway Protection Zone & Accident Potential Zone II**

The site is not in the Runway Protection Zone or the Accident Potential Zone II. See the attached map as Attachment No. ALUC 3.

#### **8. Height Restriction Zone**

The site is located in the Height Restriction Zone. The Site Elevation is 82 feet and the new building structure is 21 feet in height. See Attachment No. ALUC 4 for the location map and Attachment No. ALUC 5 for the Notice of the Proposed Construction or Alteration – Off Airport form from the FAA.

The FAA Determination is in the submission documents.

#### **9. CEQA Documentation**

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, 14 California Code of Regulations, Class 1, Section 15301 (Existing Facilities) and Class 32, Section 15332 (In-fill Development) categorically exempt from CEQA.

#### **10. Latitude and Longitude**

Latitude: 33° 52' 11.00" N  
Longitude: 117° 59' 25.00 W

#### **11. Height of proposed structures**

Building A: 23.4 ft (existing structure)  
Building B: 24.7 ft (existing structure)  
Building C: 21.0 ft (new structure)

See Attached Building Elevations.

**12. Elevations using NAVD88**

LAT:33d52'09"  
LON:117D59'27"  
Datum: NAD 88  
Elevation: 80.61

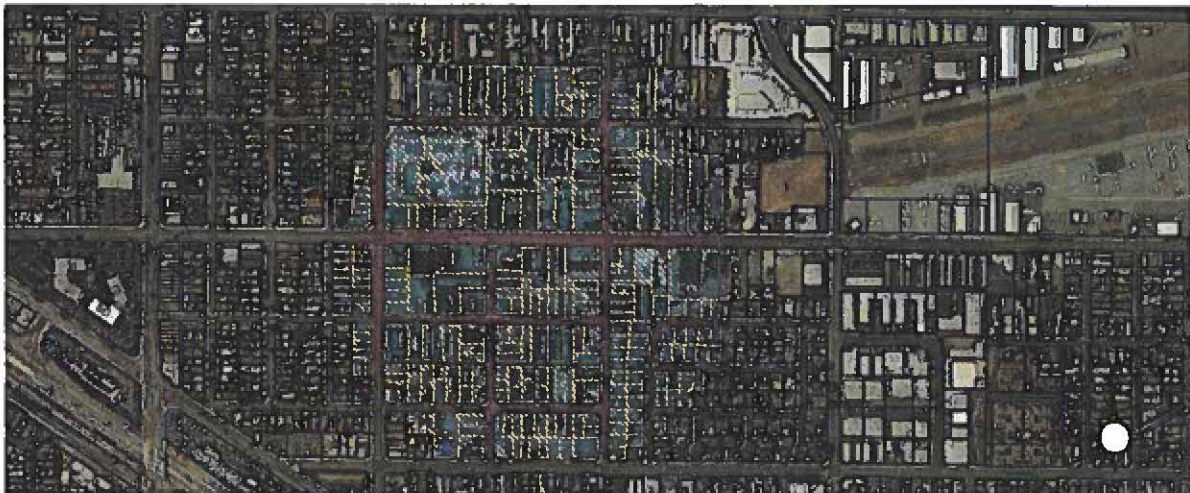
**13. Local agency building height restrictions for the project area (Zoning Requirements).**

The local agency zoning requirements:

- Within 50' of any residential zone
- 20' Maximum height
- At any point the height shall not be more than 35 feet plus 1 foot of horizontal distance in excess of 50 feet from the nearest residential zone or street property line, except that a greater height may be authorized under a conditional permit.

**14. Building heights of surrounding structures within 1000' radius of proposed project area.**

All residential buildings are less than 30 ft. and all the industrial and commercial properties are less than 45 ft. in height. Please see the image below identifying all parcels within 1000' of the project site.





**Notice of Proposed Construction or Alteration - Off Airport**

Add a New Case (Off Airport) - Desk Reference Guide V\_2018.2.1

Add a New Case (Off Airport) for Wind Turbines - Met Towers (with WT Farm) - WT-Barge Crane - Desk Reference Guide V\_2018.2.1

<b>Project Name:</b> JAMBO-000563396-20	<b>Sponsor:</b> Jamboree Housing Corporation
---	--

**Details for Case : New 1-story Community Building**

[Show Project Summary](#)

<b>Case Status</b>		<b>Date Accepted:</b> 01/23/2020	
<b>ASN:</b> 2020-AWP-922-OE		<b>Date Determined:</b>	
<b>Status:</b> Accepted		<b>Letters:</b> None	
		<b>Documents:</b> None	
<b>Public Comments:</b> None		<b>Project Documents:</b> None	
<b>Construction / Alteration Information</b>		<b>Structure Summary</b>	
<b>Notice Of:</b> Construction		<b>Structure Type:</b> Building	
<b>Duration:</b> Permanent		<b>Structure Name:</b> New 1-story Community Building	
<b>If Temporary :</b> Months: Days:		<b>FDC NOTAM:</b>	
<b>Work Schedule - Start:</b>		<b>NOTAM Number:</b>	
<b>Work Schedule - End:</b>		<b>FCC Number:</b>	
*For temporary cranes-Does the permanent structure require separate notice to the FAA? To find out, use the Notice Criteria Tool. If separate notice is required, please ensure it is filed. If it is not filed, please state the reason in the Description of Proposal.		<b>Prior ASN:</b>	
<b>State Filing:</b>			
<b>Structure Details</b>		<b>Proposed Frequency Bands</b>	
<b>Latitude:</b>	33° 52' 11.00" N	Select any combination of the applicable frequencies/powers identified in the Colo Void Clause Coalition, Antenna System Co-Location, Voluntary Best Practices, effective 21 Nov 2007, to be evaluated by the FAA with your filing. If not within one of the frequency bands listed below, manually input your proposed frequency(ies) and power using the Add Specific Frequency link.	
<b>Longitude:</b>	117° 59' 25.00" W	<b>Add Specific Frequency</b>	
<b>Horizontal Datum:</b>	NAD83	Low Freq	High Freq
<b>Site Elevation (SE):</b>	82 (nearest foot) PASSED	Freq Unk	ERP
<b>Structure Height (AGL):</b>	21 (nearest foot)	ERP Unit	
<b>Current Height (AGL):</b>	(nearest foot)		
* For notice of alteration or existing provide the current AGL height of the existing structure. Include details in the Description of Proposal			
<b>Minimum Operating Height (AGL):</b>	(nearest foot)		
* For aeronautical study of a crane or construction equipment the maximum height should be listed above as the Structure Height (AGL). Additionally, provide the minimum operating height to avoid delays if impacts are identified that require negotiation to a reduced height. If the Structure Height and minimum operating height are the same enter the same value in both fields.			
<b>Requested Marking/Lighting:</b>	None		
	<b>Other :</b>		
<b>Recommended Marking/Lighting:</b>			
<b>Current Marking/Lighting:</b>	None		
	<b>Other :</b> <input type="text"/>		
<b>Nearest City:</b>	Buena Park		
<b>Nearest State:</b>	California		
<b>Description of Location:</b>	8180 Commonwealth Ave, Buena Park, CA 90621		
<b>Description of Proposal:</b>	Conversion of a 2-story, 60-room motel into 57-unit apartments with 1 manager's unit, construction of a new 2,744 sq ft 1-story community building.		