

REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

NOVEMBER 17, 2020

TITLE:

**PUBLIC HEARING – ENVIRONMENTAL
REVIEW NO. 2019-85 FOR DENSITY BONUS
AGREEMENT APPLICATION NO. 2020-01,
SITE PLAN REVIEW NO. 2020-01, SITE PLAN
REVIEW NO. 2020-02, AND DISPOSITION
AND DEVELOPMENT AGREEMENT WITH
CARIBOU INDUSTRIES FOR THE 3rd AND
BROADWAY DEVELOPMENT AT 201 WEST
3rd STREET (PROPERTY OWNER: CITY OF
SANTA ANA AND APPLICANT: CARIBOU
INDUSTRIES, INC.)**

CLERK OF COUNCIL USE ONLY:

APPROVED

- ☐ As Recommended
- ☐ As Amended
- ☐ Ordinance on 1st Reading
- ☐ Ordinance on 2nd Reading
- ☐ Implementing Resolution
- ☐ Set Public Hearing For _____

/s/ Kristine Ridge

CITY MANAGER

CONTINUED TO _____

FILE NUMBER _____

RECOMMENDED ACTION

1. Adopt a resolution approving an addendum to the Environment Impact Report for the Transit Zoning Code Project (SCH No. 2006071100) and adoption of a mitigation monitoring and reporting program for Density Bonus Agreement Application No. 2020-01, Site Plan Review No. 2020-01, Site Plan Review No. 2020-02, and the Disposition and Development Agreement.
2. Adopt a resolution approving Density Bonus Agreement Application No. 2020-01 with concessions and waivers and authorize the City Manager to execute a Density Bonus Agreement with Caribou Industries Inc. or assignees for a 55-year term, for the development of a mixed-use residential and commercial development with up to 171 residential rental units, including 19 residential rental affordable units, at 201 West 3rd Street, subject to non-substantive changes approved by the City Manager and City Attorney.
3. Adopt a resolution approving Site Plan Review No. 2020-01 for a mixed-use development as conditioned.
4. Adopt a resolution approving Site Plan Review No. 2020-02 for a hotel as conditioned.
5. Adopt a resolution approving a Disposition and Development Agreement and authorize the City Manager to enter into a Disposition and Development Agreement with Caribou Industries for the 3rd and Broadway development project, subject to non-substantive changes approved by the City Manager and City Attorney.

EXECUTIVE SUMMARY

On October 20, 2020 the City Council voted to continue the public hearing to November 17, 2020 and execute a second amendment to the second Exclusive Negotiation Agreement (ENA) with Caribou Industries. This action extended the ENA for an additional 60-days to January 5, 2021.

Mike Harrah, representing Caribou Industries, is requesting approval of multiple entitlements to replace the existing City-owned, 3-level parking garage with a mixed-use development that will consist of two separate buildings. Specifically, the applicant is proposing to construct a 16-story mixed-use building consisting of 171 residential units (with 19 very-low income units) and 13,419 square feet of commercial space (including retail and food/beverage establishments), and a 10-story, 75-room hotel at 201 West 3rd Street. Additionally, the applicant is requesting approval of an addendum to the Transit Zoning Code Environmental Impact Report, a density bonus agreement (DBA) with concessions and waivers, two site plan review (SPR) applications and a Disposition and Development Agreement (DDA) (Exhibits 1 through 3).

This public-private partnership will result in the redevelopment of underutilized land and aging infrastructure, development of apartments and extended stay hotel rooms to accommodate a demand in Downtown Santa Ana and to the nearby Orange County Courthouse facility, development of 19 affordable housing units for very low-income families in downtown Santa Ana, increased employment opportunities within the City, reconnecting the City's grid system with Sycamore Street and additional property taxes, sales taxes, and transient occupancy taxes produced from the project site. As the project is located in the City's Opportunity Zone, investors will be extremely attracted to this high-profile project in the heart of downtown Santa Ana. This exciting project for the downtown has been in discussion since 2014 and will add tremendous economic value to the existing businesses and the surrounding neighborhoods.

DISCUSSION

The proposed project is located at 201 West 3rd Street, at the northeast corner of Broadway and 3rd Street. Caribou Industries, a local developer and property owner in the City, proposes to replace the existing City-owned, 3-level parking garage with a mixed-use development containing 171 housing units (with 19 for low income residents), a 75-room boutique hotel, 13,419 square feet of commercial space (including retail and food/beverage establishments), and rooftop amenities ancillary to residential and hotel uses.

The development would be composed of two buildings: a 16-story, 194-foot-tall mixed-use (residential and commercial) building and a 10-story, 128-foot tall hotel building. The buildings would be separated by an extension of Sycamore Street from the north edge of the project site to West 3rd Street. The proposed project would provide 490 total parking spaces, including 211 public parking spaces, 196 residential parking spaces, and 83 hotel parking spaces.

Item	Mixed-Use Development (Parcel 1)	Hotel (Parcel 2)
Units/Rooms	171 units	75 rooms
Building Square Footage (SF)	197,726 SF	63,069 SF
Unit Mix/Room	95 studios 51 one-bedrooms 25 two-bedrooms	66 standard rooms 9 suites
Unit SF	547 to 722 SF one-bedrooms 625 to 968 SF one-bedrooms 1,002 to 1,637 two-bedrooms/penthouse	418 to 527 SF standard rooms 855 SF suites
Commercial SF	13,419 SF (520 to 3,692 SF units)	N/A
Height & Stories	16 stories, 193'-10"	10-stories, 127'-6"
Parking	196 spaces 1 space/1 bedroom and 2 spaces/2 bedroom	83 spaces 1 space per room + 1 space per 10 rooms
Open Space/ Amenities	1 st floor: 731 SF lobby and 727 SF lobby 3 rd floor: 1,184 SF public outdoor deck 4 th floor: 731 SF fitness room, 730 SF outdoor deck 5 th floor: 733 SF event space, 3,901 outdoor deck 16 th floor: 2,925 SF rooftop pool deck	1 st floor: 4,046 SF lobby 3 rd floor: 734 sf public outdoor area 4 th 6 th 8 th floors: 287 SF guest terrace 5 th 9 th floors: 287 SF amenity space 7 th floor: 287 SF meeting room 10 th floor: 3,722 SF seating area, 853 SF meeting room and 287 SF terrace

Background

On September 16, 2014, the City Council directed the Planning and Building Agency (PBA) to release a Request for Qualifications (RFQ) for the 3rd and Broadway Development Project. The RFQ outlined several project components desired by the City Council. Among the components of the new project was a desire to include a hotel/hospitality component. Five proposals were received and only the Caribou Industries proposal included a hotel.

In 2016, the project was put on hold due to several City executive staff changes. On March 21, 2017, the City entered into an Exclusive Negotiation Agreement (ENA) with Caribou Industries for the 3rd and Broadway project. To assist with the negotiations, the City also entered into a contract with consultant Lisa Stipkovich to lead negotiations for the City and identify transaction business terms. On May 7, 2019, the City Council approved the execution of a second ENA with Caribou to allow for the entitlement process and the final negotiation of the business terms for the DDA. Since the execution of the second ENA, the developer has been working on his entitlements for the project.

At the September 28, 2020 Planning Commission public hearing, by a vote of 6-0-1 (Phan abstained), the Commission approved Variance No. 2020-05 to utilize the Santa Ana Municipal Code (SAMC) Section 41-1344 standards for hotel off-street parking and to allow deviations from the off-street parking access requirement and Tentative Parcel Map. No. 2020-02 to create two development sites and establish airspace to allow for separate interest and ownership of public parking spaces and to provide vehicular and pedestrian access to a private street through a public access easement and the associated addendum to the Environmental Impact Report (EIR) for the project. In addition, the Planning Commission recommended City Council approval of the addendum, DBA, and SPR applications (Exhibit 4).

Economic Development Summary and Subsidy Report

Kosmont Companies, a land economics consulting firm, was retained to provide a financial feasibility analysis of the Caribou proposal. In their analysis, Kosmont has validated that the proposed project, which requires the demolition of the current parking structure, replacement of public parking spaces, and the reconnection of Sycamore Street, has a significant financial gap and a subsidy is warranted.

The proposed deal structure would minimize the financial gap as follows: The City would segregate typical costs to develop a site such as demolition of the existing parking structure and preparation for development, as well as public improvements such as replacement public parking and a reconnection of a public street (Sycamore Street) as the City's responsibilities.

The costs for the City's responsibilities are estimated by the developer at \$13 million. The City cost will be based on the actual cost of the public improvements with a maximum cap of \$13 million. The City would finance the capital costs through public financing at a later date. The developer will pay the debt service through an Operating Agreement whereby the developer will operate the public parking and pay all costs associated, with no financial risk to the City.

The subsidy amount (\$13 million) is within the feasibility gap as estimated by Kosmont. The hotel is the biggest economic risk, especially during the recent pandemic. However, the possibility of future conversion to residential if the hotel is not economically viable in the first 5 years provides an economic alternative that helps to mitigate the risk.

As part of the approval process and in accordance with Government Code Sections 52201 and 53083, a project summary and economic development subsidy report (Exhibit 5) must be completed and submitted detailing the project, the structure of the public subsidy, projected tax benefits, and estimated number of jobs that would be created by the subsidy. This report shall be available to the public and posted on the City's website until the end date of the economic development subsidy. This analysis does not take into consideration the value of the public benefit of 19 affordable housing units for very low-income families that will be developed on-site by the developer at no cost to the City.

Disposition and Development Agreement

The next step in the process is to enter into a Disposition and Development Agreement (DDA) with Caribou Industries. A DDA is a contract between a developer and the City that involves the sale of City-owned land to the developer. The DDA will fully detail the final terms of the transaction, including a schedule of completion with milestones for the developer to achieve, the method of conveyance of the property, parking structure operational agreements, and all City participation options if the project is sold in the future (Exhibit 6).

The City will not convey the site, nor will the existing parking be demolished, until the developer has met all obligations defined in the DDA, obtained all approved permits and entitlements, and provided proof of financing for construction of the project. Below is a summary of the transaction business terms.

Summary of Business Terms

Proposed Project: 3rd & Broadway Mixed-Use Development

Land Use: Mixed-Use

Residential units: 171 apartments with 19 very-low income units

Residential Only Parking: 196 spaces

Retail: 13,419 sq. ft.

Public Parking: 211 spaces

Hotel: 75 keys with 83 parking spaces

City Responsibilities:

The City will fund the costs for public improvements to ready the site for development. This will include the demolition of the existing parking structure, preparation of the site for development, the construction of Sycamore Street reconnection, and construction of 211 public parking spaces to replace the existing parking currently provided at the 3rd and Broadway parking structure. The estimated cost for public improvements is \$7 million for the construction of the 211 public parking spaces and \$6 million for the additional public improvements. The estimated debt service (at an interest rate of 4%) for the public improvements would be \$750,000 per year for 30 years.

Developer Responsibilities:

The developer's obligations for the project include providing funding to finance the over \$100 million development project, processing all entitlements, construction of the public improvements, designing and operating a hotel, and managing and operating the public parking for the project. The developer will also have the option to submit an application to convert the hotel to residential after three years of operation if certain revenues per available room thresholds are not reached. This would indicate the hotel is not financially sustainable after those first three years to continue operations. The developer will guarantee that the anticipated revenues from the parking will cover the City's estimated annual debt service of \$750,000. There will be no out-of-pocket costs to the City.

Community Workforce Agreement

The DDA requires that the developer shall be subject to the City's Community Workforce Agreement policy adopted by the City Council in 2017. This project labor agreement establishes local hiring requirements for construction projects and requires using unionized labor for the work.

The agreement is with the Los Angeles/Orange County Building and Construction Trades Council, which represents about 140,000 workers in dozens of trade unions, many of them Santa Ana residents.

Public Parking Availability During Construction

During construction of the 3rd and Broadway project, downtown parking will decrease by 440 spaces. Table 3 demonstrates the availability of sufficient parking within City-owned parking facilities to absorb the 440 parking spaces within our own current inventory.

Downtown Santa Ana's existing parking supply is more than sufficient to meet current demand. However, there may be a decrease in parking revenue as a result of the reduction of 440 spaces at the 3rd and Broadway Parking Structure. During construction, there exists convenient options available for public parking. It is important to note that these numbers were calculated before the COVID pandemic. The pre-COVID capacity of the existing parking facilities can accommodate the demolition of 440 public parking spaces now located within the 3rd & Broadway Parking Structure.

Table 2: Total Spaces Downtown

Descriptions	Spaces
City-Owned	1,995
Parking Metered Spaces	500
Non-City-Owned	1,407
Total Today	3,902
Removed During Construction	(440)
Total During Construction	3,462
Added with project	211
Total After Project	3,673

Table 3: Downtown Public Parking Inventory

	3rd & Broadway	5th & Spurgeon	3rd & Birch	5th & Main	3rd and Bush Lot	Total
# of total spaces	440	700	400	400	55	1995
# of Users at Peak Time*	331	223	312	234	13	1113
# of spaces for daily users	109	477	88	166	42	882
% of total spaces available for public	24%	68%	22%	41%	76%	44%

*Peak Time Data Collected on 12/5/19 at 12pm

In addition to the above-mentioned City-owned parking, there are also parking spaces available at County-owned and private lots in the downtown area:

Table 4: Downtown Private Parking Inventory

	812 N. Sycamore (Private)	Downtown County Structures	Private lots in downtown
Number of Parking Spaces	547	660	200

With the availability of parking in City-owned parking structures, County-owned parking structures, metered parking, and privately owned lots, staff remains confident that sufficient parking exists both before and after construction of the project to satisfy visitors and the existing business community. Table 5 represents the distance and the number of steps to each structure.

Table 5: Distance to Alternative Parking Structures

	5th & Spurgeon	3rd & Birch	5th & Main	3rd and Bush Lot
Feet from 3 rd and Broadway	1,250	739	660	790
Steps from 3 rd and Broadway	500	295	264	316

Site Plan Review

The mixed-use development will be a 16-story urban building within the downtown zone and will be a harmonious development to the City and increase the desirability of investment or occupation of the downtown neighborhood. The development will facilitate the replacement of a parking

structure, with no features of pedestrian interest, with a multi-story building with pedestrian oriented retail, service, and residential uses. In addition, the inclusion of 19 very-low income housing units creates housing opportunities for very-low income households within a high-amenity mixed-income development. Conditions of approval for public art, public access to the fifth floor deck and community room, and compliance with a parking management plan are included in the SPR.

The hotel conforms to the building form, character, and quality of the downtown zone. The hotel will be the first in downtown and can cater to individuals doing business at the nearby government facilities and office buildings. Additionally, the hotel will make downtown Santa Ana feasible as an overnight destination to those visiting the Orange County area. The development site is accessible to the OC Streetcar, Santa Ana Regional Transportation Center, and local bus routes. Redevelopment of the superblock into two development sites with a new sidewalk and street grid will link the existing Artist Village and west-end commercial uses with the rest of downtown to help activate the area.

Furthermore, the development is consistent with General Plan Land Use Element Goals 1, 2, 3 and 4, and several policies (Policies 1.1, 3.7, 3.1 and 4.5 and 5.1) which aim to promote development within the City's District Centers, redevelop and revitalize the City's urban areas within close proximity to transit, and promote land uses that enhance the City's economic and fiscal viability. The proposed mixed-use and mixed-income community and hotel satisfies the goals by providing On-Site affordable units in a high-amenity development located in downtown, reducing the need for automobile dependence by encouraging transit ridership and generating sales tax and hotel tax revenues.

Architecture and Amenities

The architectural style of the development is California Contemporary, which is one of the six architectural styles permitted by the Transit Zoning Code (TZC). The mixed-use building has been designed as three distinct masses, with an open roof deck at the fourth and fifth levels to provide views of the W.H. Spurgeon Building's clock tower to the north. The building detail at the lower levels, including tan masonry brick street walls and recessed retail entrances, will link the project to the existing environment and is similar to the buildings that characterize downtown Santa Ana. The middle building mass is composed mainly of the parking structure, which will be screened with angled perforated metal panels and a brass finish. The upper portion of the building contains the residential units with floor-to-ceiling glass windows and balconies.

The hotel is a contemporary building designed generally as a single mass. The building will feature a 4,046-square foot ground-level lobby, 300-square foot meeting space on the seventh floor, 853-square foot meeting room on the tenth floor, 300-square foot amenity rooms, outdoor terraces and balconies, and a roof deck with a kitchen and outdoor seating that will overlook downtown Santa Ana. It is proposed that the rooftop will be accessible to the public and provide food and beverage service. The exterior of the building includes high-quality material such white marble with contrasting grey metal panels and bronze window frames that will create a visual icon within downtown Santa Ana.

Public wall art is proposed on each elevation of the mixed-use building and at the ground level of the hotel building. To promote walkability, sidewalks ten feet in width will be provided along base of the buildings, benches will be installed at the corners of Sycamore and 3rd Street, and new Sycamore trees along Sycamore Street will be planted. With proper permits and approvals, it is intended that Sycamore Street could be closed temporarily for events such as a farmer's market or artisan fair, with City approvals.

State Density Bonus Law

The applicant is proposing to dedicate 11 percent of the total units (19 units, including ten studios, six one-bedrooms, and three two-bedrooms proportional to the residential project's unit mix) to be attainable to very-low income households. Therefore, the project is eligible for a density bonus, concession/incentives, waivers, and parking reductions per state law (California Government Code Section 65915) in exchange for providing affordable units on-site. To ensure that the units are dedicated as affordable for a period of a minimum of 55 years, the applicant will enter into a DBA with the City (Exhibit 7).

The law also restricts the ability of local jurisdictions to require studies to "justify" the density bonus and requested incentives/waivers. The law places the responsibility on local jurisdictions to prove that the incentives/concessions or waivers are not financially warranted and requires substantial evidence determining that granting the concessions and waivers would cause detriment to public health, safety, the physical environment, or any property that is listed in the California Register of Historical Resources.

Density Bonus

Under the State's Density Bonus Law, developers providing 11 percent very-low income units may request a numerical density bonus of 35 percent from the base density (California Government Code Section 65915 (f)(2)). The General Plan land use designation for the site is District Center, which allows 90 dwelling units per acre and a maximum floor area ratio of 3.0. Based on the site area of 1.41 acres at 90 dwelling units per acre, 127 units are allowed. In exchange for providing 11 percent very-low income units on site, an additional 45 units are permitted through a density bonus. Therefore, the project proposes a total of 171 units with a total floor area ratio (FAR) of 4.2 for the development site. Application of the floor area ratio maximum would physically preclude development of on-site affordable housing units.

Table 6: Density Bonus Calculation

Density or Bonus	Allowed for Project	Provided
Base Density	127 units (1.41 acres x 90 units/acre)	127 Units
35-Percent State Density Bonus	45 units (127 x 0.35)	+44 Units
Total Units	172 units maximum	171 units proposed

Concessions and Waivers

To help make providing on-site affordable units feasible, the State law allows developers constructing 11 percent very-low income units to seek up to two incentives/concessions (California Government Code Section 65915 (d)(2)(B)), and an unlimited number of waivers (California Government Code Section 65915 (e)(1)), which are essentially variances from development standards that would help the project be built. A concession may be a reduction in a site development standard, modification to a zoning code requirement, or a modification to architectural design requirement that results in identifiable cost reductions. A waiver is for a standard that would physically preclude development from being built at the permitted density and with the granted concession/incentives. A development standard is defined in California Government Code Section 65915 as a site or construction condition, including, but not limited to, a height limitation, a setback requirement, FAR, an on-site open space requirement, or a parking ratio that applies to a residential development pursuant to any ordinance, general plan element, specific plan, charter or other local condition, law, policy, resolution, or regulation.

Table 7: Requested Incentives/Concessions/Waivers

TZC and General Plan Standards	Requirement	Provided
Floor Area Ratio (FAR)	3.0 - Downtown District Center	4.2 FAR – Requires Waiver, Cal. Gov't Code Sec. 65915 (e)(1)
Sec. 41-2011(a) – Height	The Line Block building type permits a maximum of 10 stories	16 stories – Requires Waiver, Cal. Gov't Code Sec. 65915 (e)(1)
Sec. 41-2023(f) – Open Space	<ol style="list-style-type: none"> 1. The common open space shall be designated as a courtyard, or in the front as a forecourt. This area shall be equal to 15% of the lot and shall be open to the sky. 2. Minimum courtyard width of 20'0" when running EW and 15'0" when running NS. 3. 20'0" wide courts only permit architectural projections on two opposing sides. 4. Private open space for each dwelling unit and no less than 50 SF and not less than 6'0" in each direction. 5. Private open space can be substituted for common open space or common interior space at an equivalent square footage. The 	Common open space is not proposed as a courtyard or forecourt – Requires Concession 1 of 2, Cal. Gov't Code Sec. 65915 (d)(1)

TZC and General Plan Standards	Requirement	Provided
	minimum dimension of this space shall be 15'0" in each direction.	
Sec. 41-2023(i) – Massing	Max. Ratios of each Story: a. Ground Floor – 100% b. Level 2 – 100% c. Level 3-5 – 85% d. Level 6 + – 85%	Level 3 is proposed at 94% – Requires Concession 2 of 2, Cal. Gov't Code Sec. 65915 (d)(1)

The property is within a height exempt zone. However, in the TZC downtown zone, the Lined Block building type limits structures to a 10-story maximum, but the building is proposed to be 16-stories (193 feet, 10 inches). A waiver from the maximum number of stories is needed for the project. The six additional stories are needed to make construction of a mixed-income high-rise development financially feasible. A designed four upper story levels are needed to accommodate space for 19 on-site affordable units and 44 density bonus units. Efforts to maintain views of the W.H. Spurgeon Building's clock tower to the north of the site have been made by recessing the building mass at the fourth and fifth levels and providing a publicly accessible deck that will provide views of downtown. In addition, the public parking stalls account for one below-grade and four above-grade levels of the building, adding to the overall height of the development. The application of the 10-story maximum building height standard would physically preclude construction of the mixed-income project.

The project's open space is designed as open roof decks rather than courtyards or forecourt, as required by the TZC. Construction of a courtyard or forecourt would substantially increase engineering costs, and the development would need to be completely redesigned. This would reduce the number of units that could be constructed on the site and therefore reduce the number of affordable housing units that would result from the project. The project exceeds the 15 percent of common and private open space requirements in regards to quantity of open space provided as a total of 10,685 square feet of common open space and 7,550 square feet of private decks are provided.

The intent of specifying the massing for each level of a building is to maintain the building form of each building type. A maximum of 85 percent total coverage of the third level is permitted and 94 percent coverage is proposed. In order to maximize the number of parking stalls provided, the building footprint needs to span the building site at level three (cover 94 percent of the site). However, the urban form that the Line Block building type strives for through massing is still achieved due to the overall larger scale of the building. In addition, the levels 4 through 16 meet the prescribed massing standards. The overall building form and design is typical of the Line Block building type and typical of buildings found in a downtown urban environment. A reduction in massing at the third level would result in a reduction in public parking and reduce the financial feasibility of redeveloping the site and providing 19 on-site very-low income units. Overall, the mixed-used and mixed-income nature of the development supports the goals of the TZC.

Mixed-Use Building Parking

The density bonus law entitles developers to reduced parking standards. Pursuant to California Government Code Section 65915 (p)(1), residential developments providing eleven percent on-site affordable housing units at very-low income levels are entitled to provide on-site parking at the ratio of 1 stall for studio or one-bedroom units, and 2 stalls for two-bedroom units, inclusive of disabled person parking and guest parking. The applicant has elected to exercise the option to provide this parking ratio pursuant to the California Government Code Section (p)(1). Therefore, a total of 196 parking spaces are provided. It is anticipated that employees and patrons for the commercial businesses will utilize the public parking spaces available on site and throughout downtown.

Table 8: Mixed-Use Parking

Number of Units & Type	Required Parking Per Cal. Gov't Code Section 65915(p)(1)	Provided Parking
95 Studios	95 space	95 spaces
51 One Bedrooms	51 spaces	51 spaces
25 Two Bedrooms	50 spaces	50 spaces
Total	196 spaces	196 spaces

It is also important to note that under California Government Code Section 65915 (p)(4) upon request of a developer, residential developments providing 11 percent very-low income units and located within one-half mile of a major transit stop are entitled to a parking requirement of only 0.5 spaces per bedroom. The project is within 0.15 miles of the OCTA bus routes 53/53x stop at Main Street and Fourth Street, route 55 stop at Main Street and First Street, and route 64/64x stop at Main Street and First Street. As such, the project is entitled to an even lower parking ratio than proposed under which a total of 98 parking spaces would be required for the 171-unit development. However, the applicant is providing 196 parking spaces, which would be an excess of 98 spaces if California Government Code Section 65915(p)(4) were exercised.

To address concerns regarding the requested parking incentive, the applicant prepared a parking analysis and parking management plan (PMP). The PMP encourages transit ridership by providing transit maps with tenant move-in packets and, upon demand, can provide on-site valet service to maximize use of parking areas and reserve additional residential and commercial parking spaces through long-term agreements with the City for use of nearby parking structures. The parking management plan indicates that, if needed, valet service for on-site vehicle stacking for all uses could create an additional 122 parking spaces on levels P1 through 8, raising the total on-site parking supply for the mixed-used project spaces from 196 to 318. In addition, the PMP indicates that an additional 50 off-site parking spaces could be leased on a long-term basis at on-site or nearby City-owned parking structures. When implemented, this would result in an effective parking ratio of 1.86 parking spaces per residential unit with the on-site valet service, and 2.15 spaces per unit with the additional 50 off-site spaces, which would be equivalent to the 2.15 per unit parking space requirement of the TZC.

The parking study supports the parking ratio of one space for every studio and one bedroom and two spaces for every two-bedroom unit for variety of factors. These include the project's proximity to existing and future mass transit, such as standard bus service, high-capacity/express bus service, the Santa Ana Regional Transportation Center, and the under-construction OC Streetcar; the project's location within a high amenity, mixed-use environment with shopping and major employment centers nearby; and proximity to nearby existing parking facilities, including parking structures, parking lots, and on-street parking.

Key Terms in the Density Bonus Agreement

The following is a list of key terms agreed upon in the Density Bonus Agreement:

- Affordable Units. The project shall have nineteen (19) affordable units which shall be composed of ten (10) studio units, six (6) one-bedroom units, and three (3) two-bedroom units. The units shall be evenly distributed among all levels of the project. The affordable units shall be restricted to use and occupancy by eligible households for a total period of no less than fifty-five (55) years.
- The affordable units in the project shall at all times during the term of the agreement be rented to very low-income tenants at 50% Area Median Income.
- Affordable Rent Schedule. The affordable rents shall be created in accordance with the Orange County, California Primary Metropolitan Statistical Area ("PMSA") as published by the California Department of Housing and Community Development ("HCD"), adjusted for family size, and shall be updated no less than annually.
- Marketing and Resident Selection Plan. Developer shall prepare and obtain City's approval a marketing program and resident selection plan for the leasing of the affordable units at the project prior to occupancy.
- Selection of Tenants. The Developer shall give preference in leasing units to households that live and/or work in the City of Santa Ana or who have an active Housing Choice Voucher issued by the Housing Authority of the City of Santa Ana or any other Public Housing Authority. Implementation of the preference will be monitored by staff in the Community Development Agency.
- Monitoring. Developer agrees to pay a reasonable fee for the City's obligation to monitor Owner's compliance with the affordability restrictions contained in the Agreement.
- Rental Lease Agreement. Developer shall prepare and obtain City's approval of a rental lease agreement consistent with the terms contained in this Density Bonus Agreement.
- On-Site Parking Management Plan. Developer has provided a parking management plan attached to the agreement. The City may enforce the provisions of the parking management plan against the Developer at the City's sole discretion.
- Payment of Density Bonus Setup Fee. Developer must pay the Density Bonus Setup Fee in the amount of \$56,697.12 prior to the issuance of building permits for the project.

The Density Bonus Agreement has been signed by the Developer to acknowledge their acceptance of the terms. The agreement is not considered final until the City Council has reviewed and approved the agreement and the agreement is executed by all parties.

California Environmental Quality Act (CEQA)

An addendum to a previously certified EIR is prepared when a lead agency is asked to approve modifications to an existing project for which an EIR has already been certified. An addendum evaluates the requested modifications and determines whether subsequent EIR review is required. Since none of the conditions specified in state CEQA Guidelines, section 15162 are present, an addendum to the previously-certified 2010 EIR was prepared for the 3rd and Broadway project.

Pursuant to state CEQA Guidelines section 15164(b), an addendum to a previously-certified EIR is not circulated for public review. Pursuant to state CEQA Guidelines section 15164(d), the City Council must consider the addendum together with the TZC's original 2010 EIR before making a decision on the project.

Previous CEQA Documentation

The 2010 TZC EIR (SCH No. 2006071100) anticipated potential development of approximately 4,075 residential units, 387,000 square feet of retail development, and an additional 15.5 acres of open space within the City. The 2010 EIR considered the environmental impacts related to aesthetics; air quality; biological resources; cultural resources; hazards and hazardous materials; hydrology and water quality; land use; noise; population, housing, and employment; public services; transportation and traffic; utilities and service systems; and climate change. A mitigation monitoring and reporting program, findings of fact, and a statement of overriding consideration were adopted with the 2010 EIR.

2020 3rd and Broadway Addendum

The addendum focuses on the potential environmental impacts associated with the project, including the density bonus application and associated concessions and waivers, site plan review applications, variance, tentative parcel map, and disposition and development agreement that might cause a change in the conclusions of the certified 2010 EIR, including changes in circumstances or new information of substantial importance that would substantially change those conclusions.

The proposed development required preparation of studies relating to shade and shadow, air quality and greenhouse gas emissions, traffic, parking, noise and vibration, Phase I environmental site assessment, hydrology, a preliminary water quality management plan, and sewer capacity (Attachments to the 2020 Addendum). All studies evaluate the proposed project as compared to the existing entitlements and were reviewed for content and accuracy by the City. In addition, the project is within a Transit Priority Area. Under Senate Bill 743, aesthetic and parking impacts cannot be considered a significant impact within a Transit Priority Area.

The addendum concludes no new or substantially greater impacts would occur with implementation of the proposed development when compared to those identified in the 2010 EIR and finds that no supplemental or subsequent EIR is required for the proposed development. Therefore, the 2010 EIR's MMRP will continue to mitigate or lessen any impacts already identified by the TZC's original 2010 EIR.

On October 20, 2020, the City received a letter from Palmieri, Hennessey, and Leifer LLP representing the Coalition Against Santa Ana Irresponsible Development, which includes the owners of the historic Spurgeon Building at 202-212 West Fourth Street. The letter commented on both the project and Addendum. Written responses to the letter have been drafted to note that the project does not meet any of the criteria identified in Section 15162 of the State CEQA Guidelines requiring preparation of a subsequent or supplemental EIR. Further, the City has determined that an Addendum to the Certified EIR is the appropriate environmental document for the Proposed Project. As a result, no additional CEQA analysis is necessary for the Proposed Project (Exhibit 8).

Public Noticing

Table 9: Public Notification and Community Outreach

Public Notification and Community Outreach	
Required Measures	On October 8, 2019 at 6:00 p.m. a community meeting was held at 100 South Main Street in accordance with the provisions of the City's Sunshine Ordinance. Invitations/notices were mailed to property owners and occupants/tenants within a 500-foot radius from the project site. Approximately 13 members of the public attended, as well as 3 City staff. The applicant provided all the required information to the City after the meeting. Details from the community meeting were posted to the project's webpage at https://www.santa-ana.org/pb/planning-division/major-planning-projects-and-monthly-development-project-reports/3rd-and-0 .
	On October 9, 2020 notification by mail was mailed to all property owners, occupants, and other interested parties within 500 feet of the project site in accordance with SAMC requirements and a newspaper posting was published in the Orange County Register in accordance with SAMC requirements.
	On October 6 and 13, 2020 pursuant to Government Code Section 52201 and 53083 a public hearing notice was published in the Orange County Register and the summary and subsidy report was made available online before the scheduled Public Hearing at https://www.santa-ana.org/cd/economic-development-subsidy-reports .
Additional Measures	Over the past three years, the applicant has conducted one-on-one informational meetings with over 20 businesses or interested parties in and around downtown, along with outreach with the Chamber of Commerce and Downtown, Inc.

FISCAL IMPACT

The following estimates of potential economic impact were developed by the City's consultant, Kosmont Companies.

Table 10: Potential General Fund Revenue from Proposed Project

Summary of Annual Potential Revenue from Project	
Property Tax (Secured & Unsecured)	\$210,000
Property Tax In-Lieu of VLF	\$130,000
Sales & Use Tax (On-site/Direct)	\$57,000
Sales & Use Tax (Off-Site/Indirect)On-Site	\$25,000
Transient Occupancy Tax (\$90 RevPar)	\$270,000
Utility User Tax & Other Tax	\$45,000
Annual General Fund Revenues (ROUNDED):	\$737,000

Table 11: Potential Economic Benefits of Construction for 3rd and Broadway

	Employment	Labor Income
Direct (On-site)	475	\$49,000,000
Indirect	180	\$14,000,000
Induced	200	\$13,000,000
Total Countywide	855	\$76,000,000
Estimated City Capture	510	\$53,000,000

Submitted By: Steven A. Mendoza, Executive Director – Community Development Agency
Minh Thai, Executive Director – Planning and Building Agency

- Exhibits:
1. Resolution Approving 2020 Addendum
 2. Resolution Approving Density Bonus Agreement No. 2020-01, Site Plan Review No. 2020-01, and Site Plan Review 2020-02
 3. Resolution Approving Disposition and Development Agreement
 4. Planning Commission Staff Report
 5. 52201 and 53083 Summary and Economic Subsidy Report
 6. Development and Disposition Agreement
 7. Density Bonus Agreement
 8. City's Response to Palmieri, Hennessey, and Leifer LLP Comment Letter

RESOLUTION NO. 2020-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA ANA APPROVING AND ADOPTING AN ADDENDUM TO THE ENVIRONMENTAL IMPACT REPORT FOR THE TRANSIT ZONING CODE PROJECT (SCH NO. 2006071100) FOR SITE PLAN REVIEW NO. 2020-01, SITE PLAN REVIEW NO. 2020-02, DENSITY BONUS AGREEMENT NO. 2020-01 AND DISPOSITION AND DEVELOPMENT AGREEMENT AND ADOPTION OF A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE THIRD AND BROADWAY MIXED-USE PROJECT LOCATED AT 201 WEST THIRD STREET

WHEREAS, Michael Harrah, representing Caribou Industries Inc. (hereinafter referred to as "Applicant"), is requesting approval of Density Bonus Agreement No. 2020-01, Site Plan Review No. 2020-01, Site Plan Review No. 2020-02, Variance No. 2020-05, Tentative Parcel Map No. 2020-02, and a Disposition and Development Agreement to allow the demolition of an existing public parking structure and construction of a new mixed-use 171-unit residential and 13,419 square foot commercial development and 75-room hotel at 201 West Third Street; and

WHEREAS, the subject Property contains 1.41 acres and is currently developed with a City-owned public parking structure; and

WHEREAS, the Transit Zoning Code was adopted in 2010 as a result of interest in developing transit-oriented mixed-use residential and commercial projects in its project area. The Transit Zoning Code was amended in 2019 to modernize and refine development standards to further these interests. The regulating plan, which establishes land uses and development standards, allows a variety of housing and commercial projects, including mixed-use residential communities, live/work units, hotels, and offices; and

WHEREAS, the City Council of the City of Santa Ana certified the Environmental Impact Report (SCH No. 2006071100) and adopted a mitigation monitoring and reporting program for the Transit Zoning Code, which allows a mixture of residential, commercial, and limited industrial land uses; and

WHEREAS, the entitlements sought for the proposed mixed-use development project include a Density Bonus Agreement application, two Site Plan Review applications, a Variance application, a Tentative Parcel Map application, and a Disposition and Development Agreement; and

WHEREAS, in 2010, the City Council certified the Final Environmental Impact Report ("2010 EIR") for the Transit Zoning Code Project ("Originally Approved Plan"), which analyzed the potentially significant environmental impacts of a mixed-use plan area consisting of new residential, commercial, and industrial development; and

WHEREAS, pursuant to the 2010 EIR, the subject site may be developed with a mixed-use development consisting of residential and commercial land uses; and

WHEREAS, when compared against the Originally Approved Plan, the proposed mixed-use development will not result in any new or intensified significant impacts; and

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et seq.) ("CEQA") and the State CEQA Guidelines (14 Cal. Code Regs. 15000 et seq.), the City is the Lead Agency for the proposed development; and

WHEREAS, pursuant to CEQA, when taking subsequent discretionary actions in furtherance of a project for which an EIR has already been certified, the Lead Agency is prohibited from requiring a subsequent or supplemental EIR unless at least one of the circumstances identified in Public Resources Code section 21166 or State CEQA Guidelines section 15162 are present; and

WHEREAS, City staff has evaluated the proposed project and considered whether, in light of the impacts associated with its development, any supplemental or subsequent environmental review is required pursuant to Public Resources Code section 21166 or State CEQA Guidelines section 15162; and

WHEREAS, the analysis contained in the Third & Broadway project's EIR Addendum ("2020 Addendum") concludes that none of the circumstances described in Public Resources Code section 21166 or State CEQA Guidelines section 15162 have occurred, and thus no supplemental or subsequent EIR is required; and

WHEREAS, the proposed Project is within a transit priority area (TPA) as defined by Public Resources Code (PRC) Section 21099(a)(7). A TPA is an area within one-half mile of a major transit stop that is existing (or planned under certain conditions). A major transit stop includes the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods (PRC § 21064.3). The Project site is within 0.15 miles of the intersection of Bus Routes 53/53X (north-south along Main Street), 55, and 64/64X (east-west via 1st Street). Under SB 743, aesthetic and parking impacts cannot be considered a significant impact within TPA's; and

WHEREAS, on September 28, 2020 at a duly noticed public hearing, the Planning Commission recommended City Council adoption of the 2020 Addendum; and

WHEREAS, on October 20, 2020 at a duly noticed public hearing, the City Council considered the 2020 Addendum for Site Plan Review No. 2020-01, Site Plan Review No. 2020-02, Density Bonus Agreement No. 2020-01 and Disposition and Development Agreement; and

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

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA ANA DOES RESOLVE, DETERMINE, FIND AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct and incorporated herein by reference.

SECTION 2. State CEQA Guidelines section 15164 requires lead agencies to prepare an addendum to a previously certified EIR if some changes or additions to the project are necessary, but none of the conditions requiring preparation of a subsequent EIR are present. The City Council has reviewed and considered the 2010 EIR and the 2020 Addendum, and finds that these documents taken together contain a complete and accurate reporting of all of the potential environmental impacts associated with the proposed development. The City Council further finds that the 2020 Addendum has

been completed in compliance with CEQA and the State CEQA Guidelines. The City Council further finds and determines that the Addendum reflects the City's independent judgment.

SECTION 3. Based on the substantial evidence set forth in the record, including but not limited to the 2010 EIR and the 2020 Addendum, the City Council finds that an addendum is the appropriate document for disclosing the changes to the subject property, and that none of the conditions identified in Public Resources Code section 21166 and State CEQA Guidelines section 15162 requiring subsequent environmental review have occurred, because:

- (a) The proposed development does not constitute a substantial change that would require major revisions of the 2010 EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
- (b) There is not a substantial change with respect to the circumstances under which the proposed development will be developed that would require major revisions of the 2010 EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects.
- (c) New information of substantial importance has not been presented that was not known and could not have been known with the exercise of reasonable diligence at the time the 2010 EIR was certified or adopted, showing any of the following: (i) that the modifications would have one or more significant effects not discussed in the earlier environmental documentation; (ii) that significant effects previously examined would be substantially more severe than shown in the earlier environmental documentation; (iii) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects, but the applicant declined to adopt such measures; or (iv) that mitigation measures or alternatives considerably different from those analyzed previously would substantially reduce one or more significant effects on the environment, but which the applicant declined to adopt.

SECTION 4. The City Council hereby finds that mitigation measures identified in the 2010 EIR remain applicable to the Transit Zoning Code. These findings are laid out more specifically in the Mitigation Monitoring and Reporting Program ("MMRP") attached hereto as **Exhibit A**. The City Council therefore hereby adopts those mitigation measures identified as remaining applicable to the Transit Zoning Code, through the MMRP attached hereto and incorporated herein as **Exhibit A**. Applicant shall be solely responsible for the implementation of all mitigation measures in the MMRP applicable to any aspect of the proposed mixed-use development project.

SECTION 5. The City Council hereby approves and adopts the 2020 Third and Broadway Addendum related to Site Plan Review No. 2020-01, Site Plan Review No. 2020-02 and Density Bonus Agreement No. 2020-01, attached hereto and incorporated herein as **Exhibit B**.

SECTION 6. The Applicant shall indemnify, protect, defend and hold the City and/or any of its officials, officers, employees, agents, departments, agencies,

authorized volunteers, and instrumentalities thereof, harmless from any and all claims, demands, lawsuits, writs of mandamus, and other and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and such other procedures), judgments, orders, and decisions (collectively "Actions"), brought against the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure sections 1085 or 1094.5, or any other federal, state or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that Applicant shall reimburse the City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the Applicant of any Action brought and City shall cooperate with Applicant in the defense of the Action.

SECTION 7. The City Council directs staff to prepare, execute and file a CEQA Notice of Determination with the Orange County Clerk's Office within five working days of the City Council's approval of Site Plan Review No. 2020-01, Site Plan Review No. 2020-02, Density Bonus Agreement No. 2020-01 and Disposition and Development Agreement for the Third and Broadway Mixed-Use Development Project.

SECTION 8. The 2010 EIR and the 2020 Addendum, and any other documents and materials that constitute the record of proceedings upon which these findings have been based are on file, are incorporated herein by reference and are available for public review at Santa Ana City Hall, Planning and Building Agency, M20, 20 Civic Center Plaza, Santa Ana, California 92701. The custodian of these records is Daisy Gomez, City Clerk for the City.


SECTION 9. This resolution shall take effect immediately upon its adoption by the City Council, and the Clerk of the Council shall attest to and certify the vote adopting this resolution.

ADOPTED this ____ day of _____, 2020.

Miguel A. Pulido
Mayor

APPROVED AS TO FORM:

Sonia R. Carvalho
City Attorney

By: 

Ryan O. Hodge
Assistant City Attorney

AYES: Councilmembers _____

NOES: Councilmembers _____

ABSTAIN: Councilmembers _____

NOT PRESENT: Councilmembers _____

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, DAISY GOMEZ, Clerk of the Council, do hereby attest to and certify the attached Resolution No. 2020-xx to be the original resolution adopted by the City Council of the City of Santa Ana on _____.

Date: _____

Clerk of the Council
City of Santa Ana

EXHIBIT A
MITIGATION MONITORING AND REPORTING PROGRAM

The Mitigation Monitoring and Reporting Program (MMRP) is available online at:
<https://www.santa-ana.org/pb/planning-division/major-planning-projects-and-monthly-development-project-reports/3rd-and-0>

Or by visiting:
Planning and Building Agency – Planning Division Public Counter
20 Civic Center Plaza
Santa Ana, CA 92701

EXHIBIT B
THIRD AND BROADWAY EIR ADDENDUM

The Third and Broadway Project EIR Addendum and Technical Appendices are available online at:

<https://www.santa-ana.org/pb/planning-division/major-planning-projects-and-monthly-development-project-reports/3rd-and-0>

Or by visiting:

Planning and Building Agency – Planning Division Public Counter
20 Civic Center Plaza
Santa Ana, CA 92701

RESOLUTION NO. 2020-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA ANA APPROVING DENSITY BONUS AGREEMENT NO. 2020-01, SITE PLAN REVIEW NO. 2020-01, AND SITE PLAN REVIEW NO. 2020-02 AS CONDITIONED FOR A NEW MIXED-USE AND HOTEL DEVELOPMENT LOCATED AT 201 WEST THIRD STREET

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA ANA AS FOLLOWS:

Section 1. The City Council of the City of Santa Ana hereby finds, determines and declares as follows:

- A. Michael Harrah, representing Caribou Industries Inc. (hereinafter referred to as "Applicant"), is requesting approval of Density Bonus Agreement No. 2020-01, Site Plan Review No. 2020-01, and Site Plan Review No. 2020-02, as conditioned to allow the construction of a new mixed-use development consisting of 171 residential units, 13,419 square foot commercial development and a 75-room hotel at 201 West Third Street.
- B. The Transit Zoning Code was adopted in 2010 as a result of interest in developing transit-oriented mixed-use residential and commercial projects in its project area. The Transit Zoning Code was amended in 2019 to modernize and refine development standards to further these interests. The regulating plan, which establishes land uses and development standards, allows a variety of housing and commercial projects, including mixed-use residential communities, live/work units, hotels, and offices.
- C. The California Density Bonus Law (California Government Code Section 65915 et seq.) allows developers to seek increases in base density for providing on-site housing units in exchange for providing affordable units on site. To help make constructing on-site affordable units feasible, the law allows developers to seek incentives/concessions or waivers that would help the project be built without significant burden and without detriment to public health.
- D. On September 28, 2020, the Planning Commission of the City of Santa Ana held a duly noticed public hearing regarding Density Bonus Agreement No. 2020-01, Site Plan Review No. 2020-01 and Site Plan Review No. 2020-02 at that time considered all testimony, written and oral and recommended City Council approval of the entitlements.
- E. On October 20, 2020, the City Council of the City of Santa Ana held a duly noticed public hearing regarding Density Bonus Agreement No. 2020-01,

Site Plan Review No. 2020-01, Site Plan Review No. 2020-02 and Disposition and Development Agreement at that time considered all testimony, written and oral.

- F. Sections 41-2007 and 41-593.5 of the Santa Ana Municipal Code (SAMC) requires a review by the Planning Commission and City Council of all plans for developments of over four stories within the Transit Zoning Code (Specific Development No. 84) to ensure the project is in conformity with the overlay zone plan.
- G. The zoning designation for the subject property is Specific Development No. 84, Downtown sub-zone.
- H. The City Council determines pursuant to SAMC Sections 41-2007 and 41-593.5, that the mixed-use and hotel project is in compliance with all applicable development standards outlined within the Specific Development (SD No. 84/Transit Zoning Code), with the exception of required on-site residential parking, maximum stories, open space and massing which, pursuant to the California Government Code sections 65915 through 65918, may be reduced through approval of the requested Density Bonus Agreement application and off-street parking subject to approval of Variance No. 2020-02.
- I. The City Council determine that the following findings, which must be established in order to grant this Density Bonus Agreement with deviations pursuant to SAMC Section 41-1607, have been established for Density Bonus Agreement No. 2020-01 to allow construction of the proposed project:
 - 1. That the proposed development will materially assist in accomplishing the goal of providing affordable housing opportunities in economically balanced communities throughout the city.

The proposed development will provide 152 market-rate rental units and 19 very-low income affordable units, contributing toward the City's rental housing stock to serve the needs of diverse and underserved populations. 10 studios, 6 one-bedrooms and 3 two-bedrooms very-low income units will be evenly dispersed throughout the development. The area in which the project is proposed, the Transit Zoning Code plan area, currently contains several entitled or constructed affordable and market-rate residential communities. The construction of this project will contribute toward an economically and demographically balanced community by providing housing for different demographic and income levels in an area rich with employment

opportunities, commercial development, market-rate housing and close to many public transportation options such as the under-construction OC Streetcar, bus routes and the Santa Ana Regional Transportation Center.

2. That the development will not be inconsistent with the purpose of the underlying zone or applicable designation in the general plan land use element.

The project site is located in an area already identified in both the City's Zoning Code (the Transit Zoning Code) and General Plan (the Land Use and Housing elements) for new residential communities. The application includes a request for a 35-percent density bonus in exchange for providing eleven percent very-low income units on-site (19 units). Under the State's Density Bonus Law, developers providing eleven percent very-low income units may request a numerical density bonus of 35 percent from the base density (California Government Code Section 65915 (f)(2)). The General Plan land use designation for Downtown is District Center which allows 90 dwelling units per acre and maximum floor area ratio (FAR) of 3.0. Based on the site area of 1.41 acres at 90 dwelling units per acre 127 units are allowed. In exchange for providing eleven percent very-low income units on-site an additional 45 units are permitted through a density bonus. Therefore, the project proposes a total of 171 units with a total FAR of 4.2 for the development site. Application of the floor area ratio maximum would physically preclude development of on-site affordable housing units. Furthermore, California Government Code Section 65915 (f)(5) granting a density bonus shall not require a General Plan Amendment. With approval of concessions and waivers the project is consistent with the underlying zoning development standards and General Plan. Additionally, the project supports several goals and policies within the General Plan land use element.

3. That the deviations are necessary to make it economically feasible for the Applicant to utilize a density bonus authorized for the development pursuant to section 41-1603.

The proposed project requires waivers, two incentives/concessions, and for a reduction in required on-site (off-street) parking. The deviations are described as follow:

- (a) Waiver from the General Plan Land Use Element, Downtown District Center maximum FAR of 3.0. The FAR for the entire development site is 4.2. Capping the FAR at 3.0 would physically preclude development of the project and on-site affordable housing units [Cal. Gov't Code Sec. 65915 (e)(1)]. Limiting the FAR may preclude additional stories to accommodate the affordable units and density bonus units which make the project financially feasible for the developer.
- (b) Waiver from Santa Ana Municipal Code Sec. 41-2011(a) – Height. The Line Block Building Type sets a maximum height of 10-stories while 16 stories are proposed. The additional stories are needed to provide affordable housing units on-site and to make the construction of a high-rise development financially feasible. In addition, the requirement to provide 211 public parking spaces on site adds an additional five stories to the overall development [Cal. Gov't Code Sec. 65915 (e)(1)].
- (c) Concession 1 from Santa Ana Municipal Code Sec. 41-2023(f) Open Space, the project's open space is designed as open roof decks rather than courtyards or forecourt. Construction of a courtyard or forecourt would substantially increase engineering costs and the development would need to be redesigned completely reducing the number of units that could be constructed on the site therefore, reducing the number of onsite affordable housing units that would result from the project [Cal. Gov't Code Sec. 65915 (d)(1)].
- (d) Concession 2 from Santa Ana Municipal Code Sec. 41-2023(i) Massing a reduction in massing at the third level would result in a reduction in public parking or redesigning and engineering the project which would reduce the financial feasibility of redeveloping the site and providing 19 onsite very-low income units [Cal. Gov't Code Sec. 65915 (d)(1)].
- (e) Parking: Constructing 2.0 parking spaces per residential unit and 0.15 guest parking spaces per residential unit on the project site would require the developer to construct additional levels of parking either above- or below-grade, resulting in increased construction costs and/or a loss of an entire level of residential units. The City has identified the Transit Zoning Code area for high-intensity, mixed-use, transit-oriented development in order to reduce

demands for parking and traffic impacts. Pursuant to California Government Code Section 65915 (p)(1) residential developments providing eleven percent on-site affordable housing units at very-low income levels are entitled to provide on-site parking at the ratio of 1 stall for studio or one-bedroom units, and 2 stalls for two-bedroom units, inclusive of handicapped and guest parking. To address the parking reduction requested by the applicant pursuant to State Housing Law, the Applicant prepared a parking study and parking management plan (PMP). The PMP adequately outlines measurable means to provide additional parking through additional onsite valet parking, offsite parking, or a combination thereof, raising the effective parking ratios to a minimum of 2.15 parking spaces per residential unit if fully implemented.

Section 2. The Applicant shall indemnify, protect, defend and hold the City and/or any of its officials, officers, employees, agents, departments, agencies, authorized volunteers, and instrumentalities thereof, harmless from any and all claims, demands, lawsuits, writs of mandamus, and other and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and such other procedures), judgments, orders, and decisions (collectively "Actions"), brought against the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure sections 1085 or 1094.5, or any other federal, state or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that Applicant shall reimburse the City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the Applicant of any Action brought and City shall cooperate with Applicant in the defense of the Action.

Section 3. In accordance with the California Environmental Quality Act (CEQA), the City Council of the City of Santa Ana has, as a result of its consideration of the record as a whole and the evidence presented at the hearings on this matter, determined that, as required pursuant to the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, Environmental Review No. 2019-85 meets all the requirements of CEQA:

Based on the substantial evidence set forth in the record, including but not limited to the 2010 EIR and the 2020 Third & Broadway Addendum, the City Council finds that an addendum is the appropriate document for disclosing the changes to the subject properties, and that none of the conditions identified in Public Resources Code section 21166 and State CEQA Guidelines section 15162 requiring subsequent environmental review have occurred, because:

- A. The project does not constitute a substantial change that would require major revisions of the 2010 EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
- B. There is not a substantial change with respect to the circumstances under which the project will be developed that would require major revisions of the 2010 EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects.
- C. New information of substantial importance has not been presented that was not known and could not have been known with the exercise of reasonable diligence at the time the 2010 EIR was certified or adopted, showing any of the following: (i) that the modifications would have one or more significant effects not discussed in the earlier environmental documentation; (ii) that significant effects previously examined would be substantially more severe than shown in the earlier environmental documentation; (iii) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects, but the applicant declined to adopt such measures; or (iv) that mitigation measures or alternatives considerably different from those analyzed previously would substantially reduce one or more significant effects on the environment, but which the applicant declined to adopt.


Section 4. The City Council of the City of Santa Ana, after conducting the public hearing, hereby approves Density Bonus Agreement No. 2020-01, Site Plan Review No. 2020-01, Site Plan Review No. 2020-02 as conditioned in Exhibit A, attached hereto and incorporated as though fully set forth herein. This decision is based upon the evidence submitted at the above said hearing, which includes, but is not limited to: the Request for City Council Action dated October 20, 2020, and exhibits attached thereto; and the public testimony, written and oral, all of which are incorporated herein by this reference.

Signatures on following page

ADOPTED this ____ day of _____, 2020.

Miguel A. Pulido
Mayor

APPROVED AS TO FORM:
Sonia R. Carvalho
City Attorney

By: _____
Ryan O. Hodge
Assistant City Attorney

AYES: Councilmembers _____

NOES: Councilmembers _____

ABSTAIN: Councilmembers _____

NOT PRESENT: Councilmembers _____

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, DAISY GOMEZ, Clerk of the Council, do hereby attest to and certify the attached Resolution No. 2020-xx to be the original resolution adopted by the City Council of the City of Santa Ana on _____.

Date: _____

Clerk of the Council
City of Santa Ana

EXHIBIT A
Conditions for Approval for Site Plan Review No. 2020-01, Site Plan Review No. 2020-02 and Density Bonus Agreement No. 2020-01

Site Plan Review No. 2020-01, Site Plan Review No. 2020-02 and Density Bonus Agreement No. 2020-01 are approved subject to compliance, to the reasonable satisfaction of the Planning Manager, with applicable sections of the Santa Ana Municipal Code, the California Administrative Code, the California Building Standards Code, and all other applicable regulations. In addition, it shall meet the following conditions of approval:

The Applicant must comply with each and every condition listed below prior to exercising the rights conferred by this site plan review.

The Applicant must remain in compliance with all conditions listed below throughout the life of the development project. Failure to comply with each and every condition may result in the revocation of the site plan review.

A. Planning Division

1. All proposed site improvements must conform to the Development Project Review approval of DP No. 2019-32 and the staff report exhibits.
2. Any amendment to this site plan review, including modifications to approved materials, finishes, architecture, site plan, landscaping, unit count, mix, and square footages must be submitted to the Planning Division for review. At that time, staff will determine if administrative relief is available or if the site plan review must be amended.
3. A residential property manager shall be on site at all times that the project is occupied and the developer and on-site management shall at all times maintain a 24-hour emergency contact and contact information on file with the City.
4. The Project shall implement the Parking Management Plan dated September 9, 2020.
5. The Project shall include a publicly-accessible amenity area available to the public on a semi-regular basis, upon agreement by the public and Applicant, but in no instances less than four times per year for community-serving purposes. Any revisions to the proposed projects to include said amenity area, or any required modifications to accommodate said amenity area, shall be reviewed for substantial conformance during Building Division plan check.
6. All mechanical equipment shall be screened from view from public and roof deck amenity areas.

7. Prior to issuance of any building permits, the Applicant shall submit a detailed rooftop plan to the Planning Division for review and approval demonstrating that the unoccupied lower level rooftops, visible from the building levels above, incorporate artificial green roofs and water infiltration planters as shown on the DP No. 2019-32 plans.
8. Prior to the issuance of any building permits, the Applicant shall submit a final detailed amenity plan to the Planning Division for review and approval. The plan shall include details on the hardscape design, lighting concepts and outdoor furniture for amenity decks and plaza areas as well as an installation plan. The exact specifications for these items are subject to the review and approval by the Planning Division.
9. Prior to issuance of building permits, the Applicant shall submit a construction schedule and staging plan to the Planning Division for review and approval. The plan shall include perimeter construction signage with a contact phone number, construction hours, staging areas, parking and site security/screening during project construction.
10. Prior to installation of landscaping, the Applicant shall submit photos and specifications of all trees to be installed on the project site to the Planning Division review and approval. Specifications shall include, at a minimum, the species, box size (24 inches minimum), brown trunk height (10-foot minimum), and name and location of the supplier.
11. After Project occupancy, landscaping and hardscape materials must be maintained as shown on the approved landscape plans.
12. A Resident Storage Plan shall be provided for the Project prior to occupancy. Storage shall be available at no cost to the residents.
13. Prior to Certificate of Occupancy issuance, public art shall be installed on the Project site at a value of one-half of one percent (0.5%) of the total valuation of both buildings. The art shall be installed on the north, east, west and south elevations of the mixed-use project and on the south elevation of the hotel project in the areas depicted on the DP No. 2019-32 plans. The selection, design, and installation of the art shall be subject to review and approval by the Planning and Building Agency, the Community Development Agency, and the Applicant.
14. Prior to Certificate of Occupancy issuance, a Property Maintenance Agreement must be recorded against the property. The agreement will be subject to review and applicability by the Planning and Building Agency, the Community Development Agency, the Public Works Agency, and the City Attorney to ensure that the property and all improvements located thereupon are properly maintained, Developer (and the owner of the property upon which the authorized use and/or authorized improvements are located if different from the Applicant)

shall execute a Maintenance Agreement with the City of Santa Ana which shall be recorded against the property and which shall be in a form reasonably satisfactory to the City Attorney. The Maintenance Agreement shall contain covenants, conditions and restrictions relating to the following:

(a) Compliance with operational conditions applicable during any period(s) of construction or major repair (e.g., proper screening and securing of the construction site; implementation of proper erosion control, dust control and noise mitigation measure; adherence to approved project phasing etc.);

(b) Compliance with ongoing operational conditions, requirements and restrictions, as applicable (including but not limited to hours of operation, security requirements, the proper storage and disposal of trash and debris, enforcement of the parking management plan, and/or restrictions on certain uses,

(c) Ongoing compliance with approved design and construction parameters, signage parameters and restrictions as well as landscape designs, as applicable;

(d) Ongoing maintenance, repair and upkeep of the property and all improvements located thereupon (including but not limited to controls on the proliferation of trash and debris about the property; the proper and timely removal of graffiti; the timely maintenance, repair and upkeep of damaged, vandalized and/or weathered buildings, structures and/or improvements; the timely maintenance, repair and upkeep of exterior paint, parking striping, lighting and irrigation fixtures, walls and fencing, publicly accessible bathrooms and bathroom fixtures, landscaping and related landscape improvements and the like, as applicable);

(e) If Developer and the owner of the property are different (e.g., if the Applicant is a tenant or licensee of the property or any portion thereof), both the Applicant and the owner of the property shall be signatories to the Maintenance Agreement and both shall be jointly and severally liable for compliance with its terms.

(f) The Maintenance Agreement shall further provide that any party responsible for complying with its terms shall not assign its ownership interest in the property or any interest in any lease, sublease, license or sublicense, unless the prospective assignee agrees in writing to assume all of the duties, obligations and responsibilities set forth under the Maintenance Agreement.

(g) The Maintenance Agreement shall contain provisions relating to the enforcement of its conditions by the City and shall also contain provisions authorizing the City to recover costs and expenses which the City may incur arising out of any enforcement and/or remediation efforts which the City may undertake in order to cure any deficiency in maintenance, repair or upkeep or to enforce any restrictions or conditions upon the use of the property. The maintenance agreement shall further provide that any unreimbursed costs and/or

expenses incurred by the City to cure a deficiency in maintenance or to enforce use restrictions shall become a lien upon the property in an amount equivalent to the actual costs and/or expense incurred by the City.

(h) The execution and recordation of the Maintenance Agreement shall be a condition precedent to the issuance of final approval for any construction permit related to this entitlement.

Exhibit 3

RESOLUTION NO. 2020-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA ANA APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SANTA ANA AND CARIBOU INDUSTRIES, INC. FOR THE PROPERTY GENERALLY LOCATED AT 201 WEST 3RD STREET, SANTA ANA, CALIFORNIA (APN 398-264-13)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA ANA AS FOLLOWS:

Section 1. The City Council of the City of Santa Ana hereby finds, determines and declares as follows:

A. The City owns that certain real property generally located at 201 West Third Street, Santa Ana, California 92701, and as more particularly described in the legal description(s) attached to this Resolution as Exhibit "A" of the "Disposition and Development Agreement" attached hereto as Exhibit "A" and depicted as APN 398-264-13 (the "Property").

B. On September 16, 2014, the City Council unanimously directed the Planning and Building Agency to release a Request for Qualifications for the Third and Broadway Development Project ("RFQ"). A hotel was one of the components the City Council desired and the request for a hotel was listed in the RFQ.

C. The City received five proposals, but only one proposal, by Caribou Industries, Inc., included a hotel component.

D. The Development and Transportation Council Committee was presented the Proposals, and directed staff to contact all of the development firms that had submitted proposals and provide them a second opportunity to submit new proposals that would include a hotel component.

E. Four of the development firms resubmitted proposals. Only one of the four, Caribou Industries, Inc. included a hotel component.

F. On April 27, 2017, City and Developer entered into an Exclusive Negotiating Agreement to discuss proposed terms for the disposition of the City Property and development of the proposed mixed-use hotel and commercial/retail project on the City Property and the Developer Property.

G. On July 5, 2017, the Parties entered into a First Amendment to the Exclusive Negotiation Agreement, and on January 11, 2019, the Parties entered in to a Second Amended and restated Exclusive Negotiation Agreement (No. A-2018-002) which expired on its own terms on April 28, 2019.

H. On May 7, 2019, the Parties entered into a Second Exclusive Negotiation Agreement (No. A-2019-062) which was effective until May 7, 2020.

I. On April 22, 2020, the Parties entered into the First Amendment to the Second Exclusive Negotiation Agreement, which is effective until November 6, 2020.

J. The Developer proposes the development of the Property with a Mixed Use Project including apartments, commercial (including retail and food/beverage establishments), a seventy-five (75) room Hotel Project and a Parking Structure, which will contain 444 total parking spaces including 211 public parking spaces ("Project").

K. In compliance with Government Code Sections 52201 and 53083, the City has prepared and made available to the public, and City Council has reviewed the Summary and Subsidy Report detailing the sale of the Property as furtherance of an economic opportunity for the City.

L. Pursuant to Government Code Section 52200.2 the sale of this Property is an Economic Opportunity for the City, for the following reasons:

1. The sale of the Property will result in an increase of at least 15 percent of total property tax resulting from the Project at full implementation when compared to the year prior to the Property being acquired by the City. Government Code Section 52200.2(b).

2. The Project will result in the creation of nineteen affordable housing units. Government Code Section 52200.2(c)

3. The Project is a transit priority project (see Public Resources Code Section 21155(b)) in compliance with Government Code Section 522002(e):

(a) The Projects contains 63% residential use based on total building square footage and has a floor area ratio of 4.2.

(b) The Project has a minimum density of 121 dwelling units per acre.

(c) the Project is within a transit priority area as defined by Public Resources Code (PRC) Section 21099(a)(7). A transit priority area is an area within one-half mile of a major transit stop that is existing (or planned under certain conditions). A major transit stop includes the intersection of two or more major bus routes with a frequency service interval of 15 minutes or less during the morning and afternoon peak commute periods (PRC §21064.3). The Project site is within 0.15 miles of the intersection of Bus Routes 53/53X (north-south along Main Street), 55, and 64/64X (east-west via 1st Street).

M. On September 28, 2020, the Planning Commission held a duly noticed public hearing, and by a vote of 6:0 (Commissioner Phan abstained) voted to:

1. Adopt a resolution approving an addendum to the Environment Impact Report for the Transit Zoning Code Project (SCH NO. 2006071100) and adoption of a mitigation monitoring and reporting program for Variance No. 2020-05 and Tentative Parcel Map No. 2020-02.

2. Adopt a resolution approving Variance No. 2020-05 for the hotel off-street parking requirements as conditioned.

3. Adopt a resolution approving Tentative Parcel Map No. 2020-02 as conditioned.

4. Recommend that the City Council:

a. Adopt a resolution approving an addendum to the Environment Impact Report for the Transit Zoning Code Project (SCH NO. 2006071100) and adoption of a mitigation monitoring and reporting program for Density Bonus Agreement Application No. 2020-01, Site Plan Review No. 2020-01, Site Plan Review No. 2020-02, and the Disposition and Development Agreement.

b. Adopt a resolution approving Density Bonus Agreement Application No. 2020-01 with concessions and waivers, Site Plan Review No. 2020-01 for a mixed-use development and Site Plan Review No. 2020-02 for a hotel as conditioned.

N. On October 20, 2020 the City Council held a duly noticed public hearing, and at that time considered all testimony, written and oral.

O. The proposed Project and Parking Structure will result in the redevelopment of underutilized land and aging structures, development of apartments and hotel rooms to accommodate a demand in Downtown Santa Ana and to the nearby Orange County Courthouse facility, increased employment opportunities within the City and additional property taxes, sales taxes and transient occupancy taxes produced from the Project.

P. The City Council finds and determines that the Disposition and Development Agreement (DDA) is in the best interest of the City and the community.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Santa Ana hereby finds, determines and declares as follows that:

Section 1. The recitals are true and correct and are incorporated into this Resolution by this reference.

Section 2. CEQA Compliance. In accordance with the California Environmental Quality Act (CEQA), the City Council of the City of Santa Ana has, as a result of its consideration of the record as a whole and the evidence presented at the hearings on this matter, determined that, as required pursuant to the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, Environmental Review No. 2019-85 meets all the requirements of CEQA.

Based on the substantial evidence set forth in the record, including but not limited to the 2010 EIR and the 2020 Third & Broadway Addendum, the City Council finds that an addendum is the appropriate document for disclosing the changes to the subject properties, and that none of the conditions identified in Public Resources Code section 21166 and State CEQA Guidelines section 15162 requiring subsequent environmental review have occurred, because:

A. The project does not constitute a substantial change that would require major revisions of the 2010 EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

B. There is not a substantial change with respect to the circumstances under which the project will be developed that would require major revisions of the 2010 EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects.

C. New information of substantial importance has not been presented that was not known and could not have been known with the exercise of reasonable diligence at the time the 2010 EIR was certified or adopted, showing any of the following: (i) that the modifications would have one or more significant effects not discussed in the earlier environmental documentation; (ii) that significant effects previously examined would be substantially more severe than shown in the earlier environmental documentation; (iii) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects, but the applicant declined to adopt such measures; or (iv) that mitigation measures or alternatives considerably different from those analyzed previously would substantially reduce one or more significant effects on the environment, but which the applicant declined to adopt.

Section 3. Approval of DDA. The City Council of the City of Santa Ana approves the DDA, in substantially the form attached to this Resolution as Exhibit "A," and authorizes the City Manager, acting on behalf of the City Council, to sign and enter into the DDA and perform the obligations of the City Council pursuant to the DDA.

Section 4. The applicant shall indemnify, protect, defend and hold the City and/or any of its officials, officers, employees, agents, departments, agencies, authorized volunteers, and instrumentalities thereof, harmless from any and all claims, demands, lawsuits, writs of mandamus, and other and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and such other

procedures), judgments, orders, and decisions (collectively "Actions"), brought against the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure sections 1085 or 1094.5, or any other federal, state or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that applicant shall reimburse the City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.

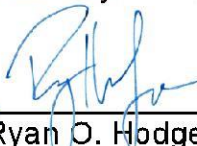
Section 5. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that the City Council would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 6. This Resolution shall take effect immediately upon its adoption by the City Council, and the Clerk of Council shall attest to and certify the vote adopting this Resolution.

ADOPTED this _____ day of _____, 2020.

Miguel A. Pulido
Mayor

APPROVED AS TO FORM:
Sonia R. Carvalho
City Attorney

By: 

Ryan O. Hodge
Assistant City Attorney

AYES	Councilmembers	_____
NOES:	Councilmembers	_____
ABSTAIN:	Councilmembers	_____
NOT PRESENT:	Councilmembers	_____

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, Daisy Gomez, Clerk of the Council do hereby attest to and certify the attached Resolution No. 2020-0XX to be the original resolution adopted by the City Council of the City of Santa Ana on March ____, 2020.

Date _____

Daisy Gomez
Clerk of the Council
City of Santa Ana

EXHIBIT A

DISPOSITION AND DEVELOPMENT AGREEMENT

[Attached behind this cover page]

REQUEST FOR Planning Commission Action



PLANNING COMMISSION MEETING DATE:

SEPTEMBER 28, 2020

TITLE:

PUBLIC HEARING – ENVIRONMENTAL REVIEW NO. 2019-85 FOR DENSITY BONUS AGREEMENT APPLICATION NO. 2020-01, SITE PLAN REVIEW NO. 2020-01, SITE PLAN REVIEW NO. 2020-02, VARIANCE NO. 2020-05, AND TENTATIVE PARCEL MAP NO. 2020-02 TO ALLOW CONSTRUCTION OF A MIXED-USE DEVELOPMENT AND HOTEL AT 201 WEST THIRD STREET

Prepared by Selena Kelaher, AICP

Executive Director

PLANNING COMMISSION SECRETARY

APPROVED

- ☐ As Recommended
☐ As Amended
☐ Set Public Hearing For _____

DENIED

- ☐ Applicant's Request
☐ Staff Recommendation

CONTINUED TO _____

Planning Manager

RECOMMENDED ACTION

1. Adopt a resolution approving an addendum to the Environment Impact Report for the Transit Zoning Code Project (SCH NO. 2006071100) and adoption of a mitigation monitoring and reporting program for Variance No. 2020-05 and Tentative Parcel Map No. 2020-02.
2. Adopt a resolution approving Variance No. 2020-05 for the hotel off-street parking requirements as conditioned.
3. Adopt a resolution approving Tentative Parcel Map No. 2020-02 as conditioned.
4. Recommend that the City Council:
 - a. Adopt a resolution approving an addendum to the Environment Impact Report for the Transit Zoning Code Project (SCH NO. 2006071100) and adoption of a mitigation monitoring and reporting program for Density Bonus Agreement Application No. 2020-01, Site Plan Review No. 2020-01, Site Plan Review No. 2020-02, and the Disposition and Development Agreement.
 - b. Adopt a resolution approving Density Bonus Agreement Application No. 2020-01 with concessions and waivers, Site Plan Review No. 2020-01 for a mixed-use development and Site Plan Review No. 2020-02 for a hotel as conditioned.

Executive Summary

Mike Harrah, representing Caribou Industries, is requesting approval of multiple entitlements to facilitate construction of the Third & Broadway mixed-use development, consisting of two separate buildings, 171 residential units, 13,419 square feet of commercial space, and a 75-room hotel at 201 West Third Street. Specifically, the applicant is requesting approval of a density bonus agreement

(DBA), two site plan review (SPR) applications, a variance, and a tentative parcel map (TPM). As proposed, the development will include 19 very-low income units on site and requires approval of a density bonus agreement memorializing the density bonus, parking reductions, two concessions, and waivers from the Transit Zoning Code's (TZC) development standards. A variance application is also being requested to utilize the Santa Ana Municipal Code (SAMC) Section 41-1344 standards for hotel off-street parking and to allow deviations from the off-street parking access requirement. Lastly, a tentative parcel map is proposed to create two development sites and establish airspace to allow for separate interest and ownership of public parking spaces and to provide vehicular and pedestrian access to a private street through a public access easement.

Redevelopment of this site commenced in 2014, when the City initiated the process to embark upon a Public/Private Partnership to replace a dilapidated parking structure that divides Downtown Santa Ana with a development that benefitted the City. Staff is recommending approval of the applicant's request due to the project's compliance with the intent of the TZC to promote a pedestrian-oriented environment with a mix of land uses, redevelopment of underutilized land and an aging parking structure, increased employment opportunities within the City, additional property taxes, sales taxes, hotel visitor's tax revenue, the production of on-site affordable housing units, and reconstruction of a roadway that will help reconnect portions of Downtown.

The Planning Commission is the final approving body of the Tentative Parcel Map and Variance applications and would need to approve the addendum to the Environmental Impact Report (EIR) for the said actions. The recommendations of the Planning Commission on the addendum to the TZC EIR, Density Bonus Agreement (DBA), and Site Plan Review (SPR) applications will be forwarded to City Council for review. Separately, the City Council will be considering a Disposition and Development Agreement (DDA) for the sale the property for the City-owned parking structure.

Table 1: Project and Location Information

Item	Information	
Project Address	201 West Third Street	
Nearest Intersection	Third Street and Broadway	
General Plan Designation	District Center (DC)	
Zoning Designation	Transit Zoning Code (Specific Development No. 84), Downtown sub-zone	
Surrounding Land Uses (Exhibit 2)	Commercial (North)	
	Commercial (East)	
	Commercial and Parking and Residential (South)	
	Commercial (West)	
Site Size	1.41 acres combined (Parcel 1: 0.89 acres; Parcel 2: 0.52 acres)	
Existing Site Development	3-level public parking structure with 440 spaces	
Use Permissions	Mixed-use projects permitted by Section 41-2006 and Section 41-2007 of the SAMC.	
Code Sections Affected	Uses	DBA required pursuant to SAMC Sec. 41-1600; SPR required pursuant to SAMC Sec. 41-2007; VAR required pursuant to SAMC Sec. 41-632; TPM required pursuant to SAMC Article V.
	Development Standards	Transit Zoning Code, SAMC Sec. 41-2011, 41-2022 and 41-2023

Project Description

The project proposes demolition of the City-owned public parking structure at 201 West Third Street and construction of a mixed-use development and hotel on two sites (Exhibits 3 through 9). In addition, Sycamore Street would be reconstructed between Third and Fourth Streets. A full description of each building's conformance to development standards is provided in Exhibit 10 to this staff report.

Table 2: Project Summary

Item	Mixed-Use Development (Parcel 1)	Hotel (Parcel 2)
Units/Rooms	171 units	75 rooms
Building Square Footage (SF)	197,726 SF	63,069 SF
Unit Mix/Room	95 studios 51 one-bedrooms 25 two-bedrooms	66 standard rooms 9 suites
Unit SF	547 to 722 SF one-bedrooms 625 to 968 SF one-bedrooms 1,002 to 1,637 two-bedrooms/penthouse	418 to 527 SF standard rooms 855 SF suites
Commercial SF	13,419 SF (520 to 3,692 SF units)	N/A
Height & Stories	16 stories, 193'-10"	10-stories
Parking	196 spaces 1 space/1 bedroom and 2 spaces/2 bedroom	83 spaces 1 space per room + 1 space per 10 rooms
Open Space/ Amenities	1 st floor: 731 SF lobby and 727 SF lobby 3 rd floor: 1,184 SF public outdoor deck 4 th floor: 731 SF fitness room, 730 SF outdoor deck 5 th floor: 733 SF event space, 3,901 outdoor deck 16 th floor: 2,925 SF rooftop pool deck	1 st floor: 4,046 SF lobby 3 rd floor: 734 sf public outdoor area 4 th 6 th 8 th floors: 287 SF guest terrace 5 th 9 th floors: 287 SF amenity space 7 th floor: 287 SF meeting room 10 th floor: 3,722 SF seating area, 853 SF meeting room and 287 SF terrace

Parking

A total of 490 parking spaces will be provided for the entire development: 211 public parking spaces, 196 residential parking spaces, 83 hotel parking spaces (41 standard spaces and 42 mechanical stacker (lift) spaces). Vehicular access to the public, residential, reserved hotel valet parking, and mechanical stackers (lifts) will be from a City alley immediately north of the site between Third and Fourth streets. Pedestrian access to and from the parking structure is provided from stairs and an elevator that lead to a lobby that is accessible from Sycamore Street. A hotel valet parking drop-off zone will be on Sycamore Street immediately adjacent to the hotel lobby. One subterranean level of parking below Sycamore Street will span the entire development site, and eight levels of above-grade parking will be provided. The lower levels of the parking structure (Levels P1 through 5) are reserved for 211 public parking spaces and 37 hotel valet parking spaces. The upper levels of the parking structure (Levels 5 through 8, 196 spaces total) are reserved for the residential development. A total of 83 hotel parking spaces will be provided through a combination of 42 parking lifts, 4 ADA parking spaces, and the 37 reserved valet parking spaces within the adjacent parking structure (Levels P1, 4 and 5).

Architecture & Amenities

The architectural style of the development is California Contemporary, which is one of the six architectural styles permitted by the TZC. The mixed-use building has been designed as three distinct masses, with an open roof deck at the fourth and fifth levels to provide views of the W.H. Spurgeon Building's clock tower to the north. The three recessed and projecting volumes have separate architectural elements to create the appearance of multiple masses rather than one single structure. The corner of Broadway and Third Street features a public plaza that will include a statement evergreen tree. The building's ground level details, such as tan masonry brick street walls and recessed retail entrances, will link the project to the existing environment and is similar to the buildings that characterize Downtown Santa Ana. The middle building mass is comprised mainly of the parking structure, which will be screened with angled perforated metal panels with a brass finish. The upper portion of the building contains the residential units with floor-to-ceiling glass windows and balconies that span each level. The portions of the lower level roofs visible from above will incorporate artificial green roofs and water infiltration planters.

The hotel is a contemporary building designed generally as a single mass. The building will also feature a 4,046-square foot ground-level lobby, 300-square foot meeting space on the seventh floor, 853-square foot meeting room on the tenth floor, 300-square foot amenity rooms, outdoor terraces and balconies, and a roof deck with a kitchen and outdoor seating that will overlook Downtown Santa Ana. It is proposed that the rooftop will be accessible to the public and provide food and beverage service. The exterior of the building includes high quality material such a white marble with contrasting grey metal panels and bronze window frames that will create a visual icon within Downtown Santa Ana. The upper levels will be recessed from the base of the building creating a publicly accessible deck and private hotel room decks on the third level that overlook Sycamore Street.

Public wall art is proposed on each elevation of the residential building and at the ground level of the south elevation (along Third Street) of the hotel building. To promote walkability, sidewalks ten feet in width will be provided along base of the buildings, benches will be installed at the corners of Sycamore and Third Street, and new Sycamore trees along Sycamore Street will be planted. With proper permits and approvals, it is intended that Sycamore Street could be closed temporarily for events such as a farmer's market or artisan fair, with City approvals.

Project and Site Background

Site Background

The site's existing public parking structure was constructed in the early 1980s. The structure consists of 440 parking spaces (an approximately 146,055-square foot, three-level structure) that provides both daily and monthly public parking. The parking structure is in need of significant repairs to fix structural shoring, drainage, circulation and outdated parking equipment issues.

Setting

The TZC was adopted in July 2010 and updated in 2019; it provides a framework for transit-oriented mixed-use, residential, commercial, and limited industrial activities in a large section of central Santa Ana. The Downtown sub-zone in which the project is proposed allows a variety of mixed-use developments intended to contribute to creating a dynamic, transit-oriented area for residents, business owners, and visitors, and to lessen the need for automobile dependence. The project site is not within the Downtown National Register District; however, the boundary of the Downtown National Register District surrounds the project site to the north, west, east and a portion of the south.

Planning for the OC Streetcar began in 2008. The fixed-guideway will traverse 4.15 miles throughout Santa Ana and will serve as a last-mile connection from the Santa Ana Regional Transportation Center through Downtown and to the City of Garden Grove. The project is currently under construction and is expected to be operational in 2022. An OC Streetcar stop is planned at Fourth Street between Broadway and Sycamore Street, which is one block from the subject site.

Request for Qualifications

In 2014, City Council directed the Planning and Building Agency to release a Request for Qualifications (RFQ) searching for a developer that would reconstruct the site's parking, develop the site, and include a hotel component. Five proposals were received in response to the RFQ and only the Caribou Industries proposal included a hotel. In 2017, the City entered into an Exclusive Negotiation Agreement (ENA) with Caribou Industries for the Third & Broadway project. Since then the Community Development Agency has been working with Caribou Industries to complete the DDA regarding the sale of the property and reconstruction of public parking spaces. Following the Planning Commission's review of the entitlements for redevelopment of the site, the DDA will be presented to the City Council for review and approval.

Analysis of the Issues

Site Plan Review

Section 41-2005 of the SAMC requires developments proposing over four stories in height to submit a SPR application to the Planning Commission. As the buildings in the proposed development are proposed to be 16 and 10 stories, approval of two individual SPR applications is required.

The mixed-use development will be a 16-story urban building within the Downtown zone and will not be detrimental to the harmonious development of the City or impair the desirability of investment or occupation of the Downtown neighborhood. The development will facilitate the replacement of a parking structure with no features of pedestrian interest with a multi-story building with pedestrian oriented retail, service, and residential uses. In addition, the inclusion of 19 very-low income housing units creates housing opportunities for very-low income households within a highly amenitized mixed-income development. Conditions of approval for public art, public access to the fifth floor deck and community room, and compliance with a parking management plan are included in the SPR.

The hotel conforms to the building form, character and quality of the Downtown zone. The hotel will be the first in Downtown and can cater to individuals doing business at the nearby government facilities and office buildings. Additionally, the hotel will make Downtown Santa Ana available as an overnight destination to those visiting the Orange County area. The development site is accessible to the OC Streetcar, Santa Ana Regional Transportation Center, and local bus routes. Redevelopment of the superblock into two development sites with a new sidewalk and street grid will link the existing Artist Village and west-end commercial uses with the rest of Downtown to help activate the area.

Furthermore, the development is consistent with General Plan Land Use Element Goals 1, 2, 3 and 4 and several policies (Policies 1.1, 3.7, 3.1 and 4.5 and 5.1) which aim to promote development within the City's District Centers, redevelop and revitalize the City's urban areas within close proximity to transit and promote land uses that enhance the City's economic and fiscal viability. The proposed mixed-use and mixed-income community and hotel satisfies the goals by providing onsite affordable units in a highly-amenitized development and in Downtown, reducing the need for automobile dependence by encouraging transit ridership and generating sales tax and hotel tax revenues.

State Density Bonus Law

The applicant is proposing to dedicate 11 percent of the total units (19 units, including 10 studios, 6 one-bedrooms, and 3 two-bedrooms) to be attainable to very-low income households. Therefore, the project is eligible for a density bonus, concession/incentives, waivers and parking reductions per state law (California Government Code Section 65915) in exchange for providing affordable units onsite. To ensure that the units are dedicated as affordable for a period of a minimum of 55 years the applicant will enter into a DBA with the City (Exhibit 10).

The law also restricts the ability of local jurisdictions to require studies to "justify" the density bonus and requested incentives/waivers. The law places the onus on local jurisdictions to prove that the incentives/concessions or waivers are not financially warranted and requires substantial evidence determining that granting the concessions and waivers would cause detriment to public health, safety, the physical environment, or any property that is listed in the California Register of Historical Resources.

Density Bonus

Under the State's Density Bonus Law, developers providing 11 percent very-low income units may request a numerical density bonus of 35 percent from the base density (California Government Code Section 65915 (f)(2)). The General Plan land use designation for the site is District Center, which allows 90 dwelling units per acre and a maximum floor area ratio of 3.0. Based on the site area of 1.41 acres at 90 dwelling units per acre, 127 units are allowed. In exchange for providing 11 percent very-low income units on site, an additional 45 units are permitted through a density bonus. Therefore, the project proposes a total of 171 units with a total floor area ratio (FAR) of 4.2 for the development site. Application of the floor area ratio maximum would physically preclude development of on-site affordable housing units.

Table 3: Density Bonus Calculation

Density or Bonus	Allowed for Project	Provided
Base Density	127 units (1.41 acres x 90 units/acre)	127 Units
35-Percent State Density Bonus	45 units (127 x 0.35)	+44 Units
Total Units	172 units maximum	171 units proposed

Concessions and Waivers

To help make providing onsite affordable units feasible, the State law allows developers constructing 11 percent very-low income units seek up to two incentives/concessions (California Government Code Section 65915 (d)(2)(B)), and an unlimited number of waivers (California Government Code Section 65915 (e)(1)), which are essentially variances from development standards that would help the project be built. A concession may be a reduction in a site development standard, modification to a zoning code requirement or a modification to architectural design requirement that results in identifiable cost reductions. A waiver is for a standard that would physically preclude development from being built at the permitted density and with the granted concession/incentives. A development standard is defined in California Government Code Section 65915 as a site or construction condition, including, but not limited to, a height limitation, a setback requirement, FAR, an on-site open space requirement, or a parking ratio that applies to a residential development pursuant to any ordinance, general plan element, specific plan, charter or other local condition, law, policy, resolution or regulation.

Table 4: Requested Incentives/Concessions/Waivers

TZC and General Plan Standards	Requirement	Provided
Floor Area Ratio (FAR)	3.0 - Downtown District Center	4.2 FAR – Requires Waiver, Cal. Gov't Code Sec. 65915 (e)(1)
Sec. 41-2011(a) – Height	The Line Block building type permits a maximum of 10 stories	16 stories – Requires Waiver, Cal. Gov't Code Sec. 65915 (e)(1)
Sec. 41-2023(f) – Open Space	<ol style="list-style-type: none"> 1. The common open space shall be designated as a courtyard, or in the front as a forecourt. This area shall be equal to 15% of the lot and shall be open to the sky. 2. Minimum courtyard width of 20'0" when running EW and 15'0" when running NS. 3. 20'0" wide courts only permit architectural projections on two opposing sides. 4. Private open space for each dwelling unit and no less than 50 SF and not less than 6'0" in each direction. 5. Private open space can be substituted for common open space or common interior space at an equivalent square footage. The minimum dimension of this space shall be 15'0" in each direction. 	Common open space is not proposed as a courtyard or forecourt – Requires Concession 1 of 2, Cal. Gov't Code Sec. 65915 (d)(1)
Sec. 41-2023(i) – Massing	Max. Ratios of each Story: a. Ground Floor – 100% b. Level 2 – 100% c. Level 3-5 – 85% d. Level 6 + – 85%	Level 3 is proposed at 94% – Requires Concession 2 of 2, Cal. Gov't Code Sec. 65915 (d)(1)

The property is within a height exempt zone. However, in the TZC Downtown zone, the Lined Block building type limits structures to a 10-story maximum, but the building is proposed to be 16-stories (193 feet, 10 inches). A waiver from the maximum number of stories is needed for the project. The six additional stories are needed to make construction of a mixed-income high-rise development financially feasible. A designed four upper story levels are needed to accommodate space for 19 on-site affordable units and 44 density bonus units. Efforts to maintain views of the W.H. Spurgeon Building's clock tower to the north of the site have been made by recessing the building mass at the fourth and fifth levels and providing a publicly accessible deck that will provide views of Downtown. In addition, the public parking stalls account for one below-grade and four above-grade levels of the building, adding to the overall height of the development. The application of the 10-story maximum building height standard would physically preclude construction of the mixed-income project.

The project's open space is designed as open roof decks rather than courtyards or forecourt, as required by the TZC. Construction of a courtyard or forecourt would substantially increase engineering costs, and the development would need to be completely redesigned. This would reduce the number of units that could be constructed on the site and therefore reducing the number of affordable housing units that would result from the project. The project exceeds the 15 percent of common and private open space requirements in regards to quantity of open space provided as a total of 10,685 square feet of common open space and 7,550 square feet of private decks are provided.

The intent of specifying the massing for each level of a building is to maintain the building form of each building type. A maximum of 85 percent total coverage of the third level is permitted and 94 percent coverage is proposed. In order to maximize the number of parking stalls provided, the building footprint needs to span the building site at level three (cover 94 percent of the site). However, the urban form that the Line Block building type strives for through massing is still achieved due to the overall larger scale of the building. In addition, the levels 4 through 16 meet the prescribed massing standards. The overall building form and design is typical of the Line Block building type and typical of buildings found in a downtown urban environment. A reduction in massing at the third level would result in a reduction in public parking and reduce the financial feasibility of redeveloping the site and providing 19 on-site very-low income units. Overall, the mixed-used and mixed-income nature of the development supports the goals of the TZC.

Mixed-Use Building Parking

The density bonus law entitles developers to reduced parking standards. Pursuant to California Government Code Section 65915 (p)(1), residential developments providing eleven percent on-site affordable housing units at very-low income levels are entitled to provide on-site parking at the ratio of 1 stall for studio or one-bedroom units, and 2 stalls for two-bedroom units, inclusive of handicapped and guest parking. The applicant has elected to exercise the option to provide this parking ratio pursuant to the California Government Code Section (p)(1) therefore, a total of 196 parking spaces are provided. It is anticipated that employees and patrons for the commercial businesses will utilize the public parking spaces available on site and throughout Downtown.

Table 5: Mixed-Use Parking

Number of Units & Type	Required Parking Per Cal. Gov't Code Section 65915(p)(1)	Provided Parking
95-Studios	95 space	95 spaces
51 One Bedrooms	51 spaces	51 spaces
25 Two Bedrooms	50 spaces	50 spaces
Total	196 spaces	196 spaces

It is also important to note that under California Government Code Section 65915 (p)(4) upon request of a developer, residential developments providing 11 percent very-low income units and located within one-half mile of a major transit stop are entitled to a parking requirement of only 0.5 spaces per bedroom. The project is within 0.15 miles of the OCTA bus routes 53/53x stop at Main Street and Fourth Street, route 55 stop at Main Street and First Street and route 64/64x stop at Main Street and First Street. As such, the project is entitled to an even lower parking ratio than proposed under which a total of 98 parking spaces would be required for the 171-unit development. However, the applicant is providing 196 parking spaces, which would be an excess of 98 spaces if California Government Code Section 65915(p)(4) were exercised.

To address concerns regarding the requested parking incentive, the applicant prepared a parking analysis and parking management plan (PMP) (Exhibit 12). The PMP encourages transit ridership by providing transit maps with tenant move-in packets and upon demand can provide on-site valet service to maximize use of parking areas and reserve additional residential and commercial parking spaces through long-term agreements with the City for use of nearby parking structures. The parking management plan indicates that, if needed, valet service for on-site vehicle stacking for all uses could create an additional 122 parking spaces on levels P1 through 8, raising the total on-site parking supply for the mixed-used project spaces from 196 to 318. In addition, the PMP indicates that an additional 50 offsite parking spaces could be leased on a long-term basis at on-site or nearby City-owned parking structures. When implemented, this would result in an effective parking ratio of 1.86 parking spaces per residential unit with the on-site valet service, and 2.15 spaces per unit with the additional 50 offsite spaces, which would be equivalent to the 2.15 per unit parking space requirement of the TZC.

The parking study supports the parking ratio of one space for every studio and one bedroom and two spaces for every two-bedroom unit for variety of factors. These include the project's proximity to existing and future mass transit, such as standard bus service, high-capacity/express bus service, the Santa Ana Regional Transportation Center, and the under-construction OC Streetcar; the project's location within a highly-amenitized, mixed-use environment with shopping and major employment centers nearby; and proximity to nearby existing parking facilities, including parking structures, parking lots, and on-street parking.

Variance – Hotel Parking

The applicant is proposing to provide 83 hotel parking spaces, which would include 42 mechanical stackers, 4 ADA spaces, and 37 reserved parking spaces in the adjacent parking structure. The applicant is proposing use of Park Plus SpaceMaker Triple Parking Lifts, which is a mechanical stacking device that allows for three vehicles to be stacked above one another. Due to the need for

trained operation of the system, the stacker system requires use of valet operators. In addition, hotel valet parking services would be provided for 37 vehicles in the adjacent building.

Pursuant to SAMC Section 41-632, a variance for a reduction in required off-street parking and from off-street parking access requirements is required. The SAMC requires that all parking stalls be accessible and useable. The mechanical stackers do not allow for all of the parking stalls to be accessible as the system requires trained valet operators. In addition, the applicant is proposing to utilize the SAMC Section 41-1344 hotel off-street parking standard instead of the TZC's Downtown zone's non-residential off-street parking requirements.

Table 6: Hotel Parking

Off-Street Parking Standard	Required Parking 62,516 SF Building, 75 rooms	Provided
Transit Zoning Code 1 space per 400 square feet of non-residential uses	156 spaces	83 spaces; 42 stackers 37 reserved spaces 4 ADA spaces
Santa Ana Municipal Code Section 41-1344 1 space per 1 room + 1 space per every 10 rooms	83 spaces	
Requested Variance	73 spaces	

The TZC parking requirements do not differentiate between hotels and other commercial uses. Therefore, the required off-street parking for all commercial uses in the TZC Downtown zone is one parking space per every 400 square feet. Application of the TZC Downtown zone standard for the 62,516 square foot hotel would require 156 parking spaces, which would be an additional 73 spaces (46-percent variance). The SAMC Section 41-1344 hotel off-street parking requirement for hotels requires one parking space for every room plus one space per every ten rooms. Application of SAMC Section 41-1344 hotel off-street parking standard, a more apt standard, would require 83 parking spaces.

The applicant engaged the services of Urban Crossroads, a professional parking consulting firm, to prepare a parking analysis, which supports use of the SAMC Section 41-1344 hotel off-street parking standard due to the mixed-use nature and urban location of the project. In addition, the study notes that the SAMC Section 41-1344 hotel off-street parking standard is higher than other jurisdictions' standards, such as Anaheim, Costa Mesa and Buena Park's hotel off-street parking requirements, all of which are hotel-rich cities.

Condition of approvals for the variance and hotel's SPR application have been added to require valet service and reciprocal parking and accesses easements within the adjacent mixed-use development site. Due to the project's proximity to public transportation options and to support the intended goal of creating a transit-oriented Downtown, staff supports use of the SAMC Section 41-1344 hotel off-street parking standard. Requiring an additional 73 parking spaces would be contrary to the goal of the TZC to create transit-oriented developments. Granting the variance will not be detrimental to the public welfare or injurious to surrounding properties with the conditions of approval applied to the project to manage parking through valet service.

Tentative Parcel Map

Subdivision requests are governed by Chapter 34 and Chapter 41 of the SAMC. Pursuant to Section 66473.5 and 66474 of the California Subdivision Map Act, applications for tentative parcel maps are approved when it can be shown that findings can be made in support of the request. Specifically, findings related to the proposal must be made to show consistency with the General Plan, conformance to all applicable City ordinances, the project site being physically suitable for the type and density of the proposed project, the proposed project not causing substantial environmental damage or substantially and avoidably injure fish and wildlife or their habitat, not causing serious public health problems, or not conflicting with easements necessary for public access through or use of the property.

The applicant is seeking approval of a tentative parcel map for condominium purposes to subdivide the 1.41-acre parcel into two parcels, create three airspace parcels and to provide public and emergency vehicle access to a private street and sidewalks (Exhibit 13). The subdivision is not to create residential condominium units for sale and ownership. The airspace parcels that are being created are referred to as condominium units and allow the parcels to have separate interests. The two parcels include Parcel 1 (the mixed-use residential building) and Parcel 2 (the hotel building). Parcels A, B, and C represent airspace parcels (set horizontal and vertical limits) of the parking areas within the structure for separate interests. The building and common areas will be managed by Covenants, Conditions and Restrictions (CC&Rs). In reviewing the project, staff determined that the proposal as conditioned is consistent with the various provisions of the SAMC and General Plan, including lot size and lot frontage. No adverse environmental impacts to fish or wildlife populations were identified as the project site is located in a built-out, urbanized area. Finally, the tentative map was found to be consistent with the California Subdivision Map Act and Chapters 34 and 41 of the Municipal Code.

California Environmental Quality Act (CEQA)

An addendum to a previously certified EIR is prepared when a lead agency is asked to approve modifications to an existing project for which an EIR has already been certified. An addendum evaluates the requested modifications and determines whether subsequent EIR review is required. Since none of the conditions specified in State CEQA Guidelines, section 15162 are present, an Addendum to the previously-certified 2010 EIR was prepared for the Third and Broadway project.

Pursuant to State CEQA Guidelines section 15164(b), an addendum to a previously-certified EIR is not circulated for public review. The Addendum is included with this staff report as Exhibit 14. Pursuant to State CEQA Guidelines section 15164(d), the Planning Commission must consider the Addendum together with the TZC's original 2010 EIR before making a decision on the project.

Previous CEQA Documentation

The 2010 TZC EIR (SCH No. 2006071100) anticipated potential development of approximately 4,075 residential units, 387,000 square feet of retail development, and an additional 15.5 acres of open space within the City. The 2010 EIR considered the environmental impacts related to

aesthetics; air quality; biological resources; cultural resources; hazards and hazardous materials; hydrology and water quality; land use; noise; population, housing, and employment; public services; transportation and traffic; utilities and service systems; and climate change. A mitigation monitoring and reporting program, findings of fact, and a statement of overriding consideration were adopted with the 2010 EIR.

2020 Third and Broadway Addendum

The Addendum focuses on the potential environmental impacts associated with the project, including the density bonus application and associated concessions and waivers, site plan review applications, variance, tentative parcel map and disposition and development agreement that might cause a change in the conclusions of the certified 2010 EIR, including changes in circumstances or new information of substantial importance that would substantially change those conclusions.

The proposed development required preparation of studies relating to shade and shadow, air quality and greenhouse gas emissions, traffic, parking, noise and vibration, Phase I environmental site assessment, hydrology, a preliminary water quality management plan, and sewer capacity (Attachments to the 2020 Addendum). All studies evaluate the proposed project as compared to the existing entitlements and were reviewed for content and accuracy by the City. In addition, the project is within a Transit Priority Area. Under Senate Bill 743, aesthetic and parking impacts cannot be considered a significant impact within a Transit Priority Area.

The addendum concludes no new or substantially greater impacts would occur with implementation of the proposed development when compared to those identified in the 2010 EIR and finds that no supplemental or subsequent EIR is required for the proposed development. Therefore, the 2010 EIR's MMRP will continue to mitigate or lessen any impacts already identified by the TZC's original 2010 EIR.

Economic Development

The Community Development Agency in coordination with Kosmont Companies estimates approximately 510 local construction jobs and \$53,000,000 in local labor income will be generated in the short-term, and \$737,000 in annual general fund revenue will be generated for the long-term.

Table 7: Estimated General Fund Revenue from Proposed Project

Summary of Annual Estimated Revenue from Project	
Property Tax (Secured & Unsecured)	\$210,000
Property Tax In-Lieu of VLF	\$130,000
Sales & Use Tax (On-Site/Direct)	\$57,000
Sales & Use Tax (Off-Site/Indirect)	\$25,000
Transient Occupancy Tax (\$90 RevPar)	\$270,000
Utility User Tax & Other Tax	\$45,000
Annual General Fund Revenues (ROUNDED):	\$737,000

Table 8: Economic Benefits of Construction for 3rd and Broadway

	Employment	Labor Income
Direct (On-Site)	475	\$49,000,000
Indirect	180	\$14,000,000
Induced	200	\$13,000,000
Total Countywide	855	\$76,000,000
Estimated City Capture	510	\$53,000,000

Table 9: Public Notification and Community Outreach

Public Notification and Community Outreach each	
Required Measures	<p>A community meeting was held on October 8, 2019 at 6:00 p.m. at 100 South Main Street in accordance with the provisions of the City's Sunshine Ordinance. Invitations/notices were mailed to property owners and occupants/tenants in a 500-foot radius from the project site. Approximately 13 members of the public attended, as well as 3 City staff. The applicant provided all the required information to the City after the meeting. Details from the community meeting were posted to the project's webpage at https://www.santa-ana.org/pb/planning-division/major-planning-projects-and-monthly-development-project-reports/3rd-and-0.</p> <p>Notification by mail was mailed to all property owners, occupants, and other interested parties within 500 feet of the project site in accordance with SAMC requirements. Newspaper posting was published in the Orange County Reporter in accordance with SAMC requirements.</p>
Additional Measures	<p>Over the past three years the applicant has conducted one-on-one informational meetings with over twenty businesses or interested parties in an around Downtown along with outreach with the Chamber of Commerce and Downtown Inc.</p>

Conclusion

Based on the analysis provided within this report, staff recommends that the Planning Commission adopt a resolution approving (1) Addendum to the Environment Impact Report for the Transit Zoning Code Project (SCH NO. 2006071100) and adoption of a mitigation monitoring and reporting program for Variance No. 2020-05 and Tentative Parcel Map No. 2020-02, (2) Variance No. 2020-05 for the hotel off-street parking requirements as conditioned, and (3) Tentative Parcel Map No. 2020-02 as conditioned. In addition, staff recommends that the Planning Commission recommend that the City Council adopt a resolution approving (1) Addendum to the Environment Impact Report for the Transit Zoning Code Project (SCH NO. 2006071100) and adoption of a mitigation monitoring and reporting program for Density Bonus Agreement Application No. 2020-01, Site Plan Review No. 2020-01, Site Plan Review No. 2020-02, and the Disposition and Development Agreement; and (2) Density Bonus Agreement Application No. 2020-01 with concessions and waivers, Site Plan Review No. 2020-01 for a mixed-use development and Site Plan Review No. 2020-02 for a hotel as conditioned.



Selena Kelaher, AICP
Associate Planner

SK:sb

S:\Planning Commission\2020\09-28-20\3rd & Broadway Addendum, DBA, SPR, VAR, TTM\Staff Report\SPR DBA 3rd& Broadway.pc
09172020.docx

Exhibits:

1. Resolutions (EIR Addendum, Density Bonus Agreement, Site Plan Review, Variance, Tentative Parcel Map)
2. Vicinity Zoning and Aerial Map
3. Site Photos
4. Site Plan
5. Residential Unit Floor Plans
6. Mixed-Use Building Elevations
7. Hotel Building Elevations
8. Renderings
9. Mixed-Use and Hotel Open Space
10. Conformance to Development Standards
11. Draft Density Bonus Agreement
12. Parking Analysis and Parking Management Plan
13. Tentative Parcel Map
14. 2010 Transit Zoning Code EIR Link
15. 2020 EIR Addendum and Technical Appendices Link
16. Sunshine Meeting Minutes

EXHIBIT 1
75A-57

RESOLUTION NO. 2020-xx

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA ANA APPROVING AND ADOPTING AN ADDENDUM TO THE ENVIRONMENTAL IMPACT REPORT FOR THE TRANSIT ZONING CODE PROJECT (SCH NO. 2006071100) FOR VARIANCE NO. 2020-05 AND TENTATIVE PARCEL MAP NO. 2020-02 AND ADOPTION OF A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE THIRD AND BROADWAY MIXED-USE PROJECT LOCATED AT 201 WEST THIRD STREET

WHEREAS, Michael Harrah, representing Caribou Industries Inc. (hereinafter referred to as "Applicant"), is requesting approval of Density Bonus Agreement No. 2020-01, Site Plan Review No. 2020-01, Site Plan Review No. 2020-02, Variance No. 2020-05, Tentative Parcel Map No. 2020-02, and a Disposition and Development Agreement to allow the demolition of an existing public parking structure and construction of a new mixed-use 171-unit residential and 13,419 square foot commercial development and 75-room hotel at 201 West Third Street; and

WHEREAS, the subject Property contains 1.41 acres and is currently developed with a City-owned public parking structure; and

WHEREAS, the Transit Zoning Code was adopted in 2010 as a result of interest in developing transit-oriented mixed-use residential and commercial projects in its project area. The Transit Zoning Code was amended in 2019 to modernize and refine development standards to further these interests. The regulating plan, which establishes land uses and development standards, allows a variety of housing and commercial projects, including mixed-use residential communities, live/work units, hotels, and offices; and

WHEREAS, the City Council of the City of Santa Ana certified the Environmental Impact Report (SCH No. 2006071100) and adopted a mitigation monitoring and reporting program for the Transit Zoning Code, which allows a mixture of residential, commercial, and limited industrial land uses; and

WHEREAS, the entitlements sought for the proposed mixed-use development project include a Density Bonus Agreement application, two Site Plan Review applications, a Variance application, a Tentative Parcel Map application, and a Disposition and Development Agreement; and

WHEREAS, in 2010, the City Council certified the Final Environmental Impact Report ("2010 EIR") for the Transit Zoning Code Project ("Originally Approved Plan"), which analyzed the potentially significant environmental impacts of a mixed-use plan area consisting of new residential, commercial, and industrial development; and

WHEREAS, pursuant to the 2010 EIR, the subject site may be developed with a mixed-use development consisting of residential and commercial land uses; and

WHEREAS, when compared against the Originally Approved Plan, the proposed mixed-use development will not result in any new or intensified significant impacts; and

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et seq.) ("CEQA") and the State CEQA Guidelines (14 Cal. Code Regs. 15000 et seq.), the City is the Lead Agency for the proposed development; and

WHEREAS, pursuant to CEQA, when taking subsequent discretionary actions in furtherance of a project for which an EIR has already been certified, the Lead Agency is prohibited from requiring a subsequent or supplemental EIR unless at least one of the circumstances identified in Public Resources Code section 21166 or State CEQA Guidelines section 15162 are present; and

WHEREAS, City staff has evaluated the proposed project and considered whether, in light of the impacts associated with its development, any supplemental or subsequent environmental review is required pursuant to Public Resources Code section 21166 or State CEQA Guidelines section 15162; and

WHEREAS, the analysis contained in the Third & Broadway project's EIR Addendum ("2020 Addendum") concludes that none of the circumstances described in Public Resources Code section 21166 or State CEQA Guidelines section 15162 have occurred, and thus no supplemental or subsequent EIR is required; and

WHEREAS, the proposed Project is within a transit priority area (TPA) as defined by Public Resources Code (PRC) Section 21099(a)(7). A TPA is an area within one-half mile of a major transit stop that is existing (or planned under certain conditions). A major transit stop includes the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods (PRC § 21064.3). The Project site is within 0.15 miles of the intersection of Bus Routes 53/53X (north-south along Main Street), 55, and 64/64X (east-west via 1st Street). Under SB 743, aesthetic and parking impacts cannot be considered a significant impact within TPA's; and

WHEREAS, on September 28, 2020 at a duly noticed public hearing, the Planning Commission considered the 2020 Addendum for Variance No. 2020-05 and Tentative Map No. 2020-02; and

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

NOW THEREFORE, THE PLANNING COMMISSION OF THE CITY OF SANTA ANA DOES RESOLVE, DETERMINE, FIND AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct and incorporated herein by reference.

SECTION 2. State CEQA Guidelines section 15164 requires lead agencies to prepare an addendum to a previously certified EIR if some changes or additions to the project are necessary, but none of the conditions requiring preparation of a subsequent EIR are present. The Planning Commission has reviewed and considered the 2010 EIR and the 2020 Addendum, and finds that these documents taken together contain a complete and accurate reporting of all of the potential environmental impacts associated with the proposed development. The Planning Commission further finds that the 2020 Addendum has been completed in compliance with CEQA and the State CEQA Guidelines. The Planning Commission further finds and determines that the Addendum reflects the City's independent judgment.

SECTION 3. Based on the substantial evidence set forth in the record, including but not limited to the 2010 EIR and the 2020 Addendum, the Planning Commission finds that an addendum is the appropriate document for disclosing the changes to the subject property, and that none of the conditions identified in Public Resources Code section 21166 and State CEQA Guidelines section 15162 requiring subsequent environmental review have occurred, because:

- (a) The proposed development does not constitute a substantial change that would require major revisions of the 2010 EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
- (b) There is not a substantial change with respect to the circumstances under which the proposed development will be developed that would require major revisions of the 2010 EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects.
- (c) New information of substantial importance has not been presented that was not known and could not have been known with the exercise of reasonable diligence at the time the 2010 EIR was certified or adopted, showing any of the following: (i) that the modifications would have one or more significant effects not discussed in the earlier environmental documentation; (ii) that significant effects previously examined would be substantially more severe than shown in the earlier environmental documentation; (iii) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects, but the applicant declined to adopt such measures; or (iv) that mitigation measures or alternatives considerably different from those analyzed previously would substantially reduce one or more significant effects on the environment, but which the applicant declined to adopt.

SECTION 4. The Planning Commission hereby finds that mitigation measures identified in the 2010 EIR remain applicable to the Transit Zoning Code. These findings are laid out more specifically in the Mitigation Monitoring and Reporting Program (“MMRP”) attached hereto as **Exhibit A**. The Planning Commission therefore hereby adopts those mitigation measures identified as remaining applicable to the Transit Zoning Code, through the MMRP attached hereto and incorporated herein as **Exhibit A**. Applicant shall be solely responsible for the implementation of all mitigation measures in the MMRP applicable to any aspect of the proposed mixed-use development project.

SECTION 5. The Planning Commission hereby approves and adopts the 2020 Third and Broadway Addendum related to Variance No. 2020-05 and Tentative Parcel Map No. 2020-02, attached hereto and incorporated herein as **Exhibit B**.

SECTION 6. The Applicant shall indemnify, protect, defend and hold the City and/or any of its officials, officers, employees, agents, departments, agencies, authorized volunteers, and instrumentalities thereof, harmless from any and all claims, demands, lawsuits, writs of mandamus, and other and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and such other procedures), judgments, orders, and decisions (collectively “Actions”), brought against the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure sections 1085 or 1094.5, or any other federal, state or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City’s defense, and that Applicant shall reimburse the City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the Applicant of any Action brought and City shall cooperate with Applicant in the defense of the Action.

SECTION 7. The Planning Commission directs staff to prepare, execute and file a CEQA Notice of Determination with the Orange County Clerk’s Office within five working days of the Planning Commission’s approval of Variance No. 2020-05 and Tentative Parcel Map No. 2020-02 for the Third and Broadway Mixed-Use Development Project.

SECTION 8. The 2010 EIR and the 2020 Addendum, and any other documents and materials that constitute the record of proceedings upon which these findings have been based are on file, are incorporated herein by reference and are available for public review at Santa Ana City Hall, Planning and Building Agency, M20, 20 Civic Center

Plaza, Santa Ana, California 92701. The custodian of these records is Daisy Gomez, City Clerk for the City.

SECTION 9. This resolution shall take effect immediately upon its adoption by the Planning Commission, and the Recording Secretary shall attest to and certify the vote adopting this resolution.

ADOPTED this 28th day of September, 2020 by the following vote:

AYES: Commissioners:


NOES: Commissioners:

ABSENT: Commissioners:

ABSTENTIONS: Commissioners:

Mark McLoughlin
Chairperson

APPROVED AS TO FORM:
Sonia R. Carvalho, City Attorney

By: 

Ryan O. Hodge
Assistant City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, SARAH BERNAL Recording Secretary, do hereby attest to and certify the attached Resolution No. 2020-xx to be the original resolution adopted by the Planning Commission of the City of Santa Ana on September 28, 2020.

Date: _____

Recording Secretary
City of Santa Ana

EXHIBIT A
MITIGATION MONITORING AND REPORTING PROGRAM

The Mitigation Monitoring and Reporting Program (MMRP) is available online at:

<https://www.santa-ana.org/pb/planning-division/major-planning-projects-and-monthly-development-project-reports/3rd-and-0>

Or by visiting:

Planning and Building Agency – Planning Division Public Counter
20 Civic Center Plaza
Santa Ana, CA 92701

EXHIBIT B
THIRD AND BROADWAY EIR ADDENDUM

The Third and Broadway Project EIR Addendum and Technical Appendices are available online at:

<https://www.santa-ana.org/pb/planning-division/major-planning-projects-and-monthly-development-project-reports/3rd-and-0>

Or by visiting:

Planning and Building Agency – Planning Division Public Counter

20 Civic Center Plaza

Santa Ana, CA 92701

RESOLUTION NO. 2020-xx

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA ANA APPROVING VARIANCE NO. 2020-05 AS CONDITIONED TO ALLOW THE CONSTRUCTION OF A TEN-STORY, 63,069 SQUARE-FOOT, 75 ROOM HOTEL WITH A 46-PERCENT REDUCTION OF REQUIRED OFF-STREET PARKING FOR THE HOTEL PROJECT LOCATED AT 201 WEST THIRD STREET

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA ANA AS FOLLOWS:

Section 1. The City Council of the City of Santa Ana hereby finds, determines and declares as follows:

- A. Michael Harrah, representing Caribou Industries Inc. (hereinafter referred to as "Applicant"), is requesting approval of Variance No. 2020-05 as conditioned, to allow the construction of a ten-story, 63,069 square foot, 75-room hotel with 83 parking spaces at 201 West Third Street.
- B. Pursuant to Santa Ana Municipal Code (SAMC) Section 41-638, the Planning Commission is authorized to review and approve variances for this project to allow a reduction in required off-street parking and deviations to access requirements as set forth by the Santa Ana Municipal Code. Granting the variance would allow for use of the Santa Ana Municipal Code Section 41-1433 (hotel off-street parking standards) and use of mechanical stackers.
- C. On September 28, 2020, the Planning Commission of the City of Santa Ana held a duly noticed public hearing regarding Variance No. 2020-05 at that time considered all testimony, written and oral.
- D. Sections 41-2007 and 41-593.5 of the Santa Ana Municipal Code (SAMC) requires a review by the Planning Commission of all plans for developments of over four stories within the Transit Zoning Code (Specific Development No. 84) to ensure the project is in conformity with the overlay zone plan.
- E. The zoning designation for the subject property is Specific Development No. 84, Downtown sub-zone.
- F. The Planning Commission determines that pursuant to SAMC Sections 41-2007 and 41-593.5, the hotel project is in compliance with all

applicable development standards outlined within the Specific Development (SD No. 84/Transit Zoning Code).

- G. The Planning Commission of the City of Santa Ana has considered the information and determines that following findings, which must be established in order to grant Variance No. 2020-05, have been established as required by SAMC Section 41-638:

1. That because of special circumstances applicable to the subject property, including size, shape, topography, location or surroundings, the strict application of the zoning ordinance is found to deprive the subject property of privileges not otherwise at variance with the intent and purpose of the provisions of this Chapter.

The project site has a special circumstance related to its topography, location and surroundings. The subject site and below grade level of the parking structure has a history of flooding due to the site's topography. If the applicant were to construct additional levels of below grade parking potential risks of flooding and drainage issues may exist or require extensive engineering. The development site is an existing 1.41-acre parcel bound by existing buildings to the east and bound by streets and an alley to the north, south and west which limits construction opportunities for traditional parking spaces, lots or structures. The project is located within the Transit Zoning Code Downtown zone and is 0.15 miles of the OCTA bus routes 53/53x stop at Main Street and Fourth Street, route 55 stop at Main Street and First Street and route 64/64x stop at Main Street and First Street. The OC Streetcar (under construction and planned to be operational in 2022) stop is planned at Fourth Street between Broadway and Sycamore Street which is one block from the subject site. The project's location and surroundings support a reduction in off-street parking as it is within a mixed-use environment with a variety of transit opportunities within walking distance of the project. Application of the Transit Zoning Code Section 2011(d) parking standard would deprive the Downtown hotel of privileges provided to hotels that are not within the Transit Zoning Code and are prescribed the Santa Ana Municipal Code Section 41-1344.

2. That the granting of a variance is necessary for the preservation and enjoyment of one (1) or more substantial property rights.

The granting of this variance is necessary in order for the applicant to include a hotel development. Strict application of the off-street parking standards would result in significant changes to the site plan and floor plans and increase construction costs, which would render the project infeasible.

3. That the granting of a variance will not be materially detrimental to the public welfare or injurious to surrounding property.

The granting of the variance will not be detrimental to the public or surrounding properties. Conditions of Approval are included to require 24-hour valet parking service for the hotel and to require reciprocal access and parking for 37 vehicles within the adjacent parking structure. Additionally, the site has been designed with a valet parking drop-off lane on Sycamore Street immediately adjacent to the hotel lobby. A parking analysis prepared by Urban Crossroads dated September 9, 2020 notes that the Transit Zoning Code non-residential off-street parking and Santa Ana Municipal Code Section 41-1344 hotel off-street parking requirements are higher than other nearby hotel-rich Orange County cities (Anaheim, Costa Mesa and Buena Park). In addition, it is expected that many patrons would use ride-sharing options or public transportation; therefore, the proposed 83 parking spaces will meet the demand of the 75 room hotel and will not create impacts to the public or nearby properties.

4. That the granting of a variance will not adversely affect the General Plan of the city.

The development of a hotel will support several goals and policies of the General Plan, including Goals 2 and 3 of the Economic Development Element to maintain and enhance the diversity of the City's economic base and increase Santa Ana's share of the regional economy. The hotel will increase Santa Ana's contribution to the hospitality and tourism sector of the regional economy and will be subject to the City's Hotel Visitors' Tax, generating revenue for the City. The hotel will be the first in Downtown and can cater to individuals doing business at the nearby government facilities and office buildings. Additionally, the hotel will make Downtown Santa Ana available as an over-night destination to those visiting the Orange County area. The project also supports Goals 1, 2, 3 and 4 of the Land Use Element to encourage uses that promote a balance of land uses that address basic community needs, promote land uses which

enhance the City's economic and fiscal viability, to preserve and improve the character and integrity of existing neighborhoods and to protect and enhance development sites and districts which are unique community assets that enhance the quality of life. Redevelopment of the super block into two development sites with a new sidewalk and street grid will link the existing Artist Village and west-end commercial uses with the rest of Downtown to help activate the area. The development will rehabilitate a property that is underutilized and will increase capital investment.

Section 2. The Applicant shall indemnify, protect, defend and hold the City and/or any of its officials, officers, employees, agents, departments, agencies, authorized volunteers, and instrumentalities thereof, harmless from any and all claims, demands, lawsuits, writs of mandamus, and other and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and such other procedures), judgments, orders, and decisions (collectively "Actions"), brought against the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure sections 1085 or 1094.5, or any other federal, state or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that Applicant shall reimburse the City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the Applicant of any Action brought and City shall cooperate with Applicant in the defense of the Action.

Section 3. In accordance with the California Environmental Quality Act (CEQA), the Planning Commission of the City of Santa Ana hereby finds, determines, and declares as follows:

Based on the substantial evidence set forth in the record, including but not limited to the 2010 EIR and the 2020 Third and Broadway Addendum, the Planning Commission finds that an addendum is the appropriate document for disclosing the changes to the subject properties, and that none of the conditions identified in Public Resources Code section 21166 and State CEQA Guidelines section 15162 requiring subsequent environmental review have occurred, because:

- A. The project does not constitute a substantial change that would require major revisions of the 2010 EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
- B. There is not a substantial change with respect to the circumstances under which the project will be developed that would require major revisions of the 2010 EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects.
- C. New information of substantial importance has not been presented that was not known and could not have been known with the exercise of reasonable diligence at the time the 2010 EIR was certified or adopted, showing any of the following: (i) that the modifications would have one or more significant effects not discussed in the earlier environmental documentation; (ii) that significant effects previously examined would be substantially more severe than shown in the earlier environmental documentation; (iii) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects, but the applicant declined to adopt such measures; or (iv) that mitigation measures or alternatives considerably different from those analyzed previously would substantially reduce one or more significant effects on the environment, but which the applicant declined to adopt.

Section 4. The Planning Commission of the City of Santa Ana, after conducting the public hearing, hereby approves Variance No. 2020-05 as conditioned in "Exhibit A" attached hereto and incorporated as though fully set forth herein. This decision is based upon the evidence submitted at the above said hearing, which includes, but is not limited to: the Request for Planning Commission Action dated September 28, 2020, and exhibits attached thereto; and the public testimony, written and oral, all of which are incorporated herein by this reference.

Section 5. Variance No. 2020-05 shall not be effective until the City Council reviews and approves the Addendum, Environmental Review No. 2019-85, Density Bonus Application No. 2020-01, Site Plan Review No. 2020-01, Site Plan Review No. 2020-02 and the Disposition and Development Agreement for the subject project. If said approvals are held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or otherwise denied, then this variance shall be null and void and have no further force and effect.

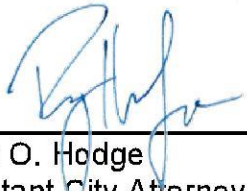
Signatures on following page

ADOPTED this 28th day of September, 2020 by the following vote:

AYES: Commissioners:
NOES: Commissioners:
ABSENT: Commissioners:
ABSTENTIONS: Commissioners:

Mark McLoughlin
Chairperson

APPROVED AS TO FORM:
Sonia R. Carvalho, City Attorney

By: _____
Ryan O. Hodge
Assistant City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, SARAH BERNAL Recording Secretary, do hereby attest to and certify the attached Resolution No. 2020-xx to be the original resolution adopted by the Planning Commission of the City of Santa Ana on September 28, 2020.

Date: _____

Recording Secretary
City of Santa

EXHIBIT A

Conditions for Approval for Variance No. 2020-05

Variance No. 2020-05 are approved subject to compliance, to the reasonable satisfaction of the Planning Manager, with applicable sections of the Santa Ana Municipal Code, the California Administrative Code, the California Building Standards Code, and all other applicable regulations. In addition, they shall meet the following conditions of approval:

The Applicant must comply with each and every condition listed below prior to exercising the rights conferred by this site plan review and variance.

The Applicant must remain in compliance with all conditions listed below throughout the life of the development project. Failure to comply with each and every condition may result in the revocation of the site plan review.

1. All proposed site improvements must conform to the Site Plan Review (DP No. 2019-32) and the staff report exhibits.
2. Any amendment to this variance must be submitted to the Planning Division for review. At that time, staff will determine if administrative relief is available or the variance must be amended.
3. 24-hour valet service shall be required for the hotel operations.
4. Hotel valet service staff shall be trained in the use and operation of the mechanical stacker system. At least one trained operator of the mechanical stacker system shall be onsite at all times.
5. Vehicles shall not be stacked or queued within any street, alley, or other public right-of-way.
6. Prior to the issuance a certificate of occupancy, proof of recorded reciprocal parking and access easements and reserved parking for 37 vehicles must be provided to the Planning Division.
7. Prior to the issuance of a certificate of occupancy, the Applicant shall provide proof of valet service and operations.

RESOLUTION NO. 2020-xx

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANTA ANA APPROVING TENTATIVE PARCEL MAP NO. 2020-02 AS CONDITIONED TO SUBDIVIDE AN EXISTING 1.41-ACRE PARCEL INTO TWO PARCELS AND CONDOMINIUM AIRSPACES FOR THE PROPERTY LOCATED AT 201 WEST THIRD STREET

BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF SANTA ANA AS FOLLOWS:

Section 1. The Planning Commission of the City of Santa Ana hereby finds, determines and declares as follows:

- A. Michael Harrah, representing Caribou Industries Inc. (hereinafter referred to as "Applicant"), is requesting approval of Tentative Parcel Map No. 2020-02, as conditioned to subdivide an existing 1.41-acre parcel into two parcels and condominium airspace at 201 West Third Street.
- B. Tentative parcel map ("TPM") applications require approval of a parcel map by the Zoning Administrator pursuant to Section 34-126 of the Santa Ana Municipal Code ("SAMC") and pursuant to Section 34-127 the Planning Commission shall review and approve the map. In an effort to streamline the discretionary process, the application has been bundled for Planning Commission review with the other entitlements associated with the Third & Broadway project.
- C. Subdivision requests are governed by Chapter 34 and Chapter 41 of the SAMC. Pursuant to Sections 66473.5 and 66474 of the California Subdivision Map Act, applications for tentative parcel maps are approved when certain findings can be established.
- D. Tentative Parcel Map No. 2020-02 (County Map No. 2020-159) came before the Planning Commission of the City of Santa Ana on September 28, 2020 for a duly noticed public hearing.
- E. The Planning Commission of the City of Santa Ana determines that the following findings, which must be established in order to approve Tentative Parcel Map No. 2020-02 (County Map No. 2020-159), have been established as required by SAMC Section 34-126 and the California Subdivision Map Act:
 - 1. The proposed project and its design and improvements are generally consistent with the District Center designation of the General Plan and are otherwise consistent with all other Elements of the General Plan.

Tentative Parcel Map No. 2020-02 (County Map No. 2020-159), as conditioned, and its design and improvements will be generally consistent with the District Center General Plan land use designation. The project includes 10-foot-wide sidewalks and the installation of street trees, lights and benches on Sycamore Street. Further, the mixed-use and hotel project is consistent with the Land Use Element, as the use provides a mixed-use and mixed-income project, employment opportunities for local residents, and generates municipal revenues for continued economic development. The proposed subdivision promotes Land Use Element Policy 5.4, which supports land uses that are consistent with the Land Use Element.

2. The proposed project conforms to all applicable requirements of the zoning and subdivision codes as well as other applicable City ordinances.

Tentative Parcel Map No. 2020-02 (County Map No. 2020-159), as conditioned, will conform to all applicable requirements of the zoning and subdivision codes (Chapter 34 and 41 of the Santa Ana Municipal Code) as well as other applicable City ordinances subject to the Planning Commission and City Council's approval of Density Bonus Agreement No 2020-01, Site Plan Review No. 2020-01, Site Plan Review No. 2020-02, Variance No. 2020-05 and Disposition and Development Agreement. Lastly, Covenants, Conditions and Restrictions (CC&Rs) will address issues such as drainage, reciprocal access, landscaping and maintenance and will be recorded prior to approval of the final map.

3. The project site is physically suitable for the type and density of the proposed project.

The project site is physically suitable for a mixed-use and hotel project and the density of the proposed project is consistent with the Downtown District Center density of 90 dwelling units per acre and 35 percent density bonus consistent with California Government Code Section 65915. Any future development will comply with the provisions of the Santa Ana Municipal Code.

4. The design and improvements of the proposed project will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

The design and improvements of the proposed project will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. Since the project is located in an urbanized area, there are no known fish or wildlife populations existing on the subject site. The existing site is a disturbed site containing a three level parking structure with no landscaping. Therefore, the proposed subdivision will not cause any substantial environmental damage or substantially and avoidably injure fish and wildlife or their habitat.

5. The design or improvements of the proposed project will not cause serious public health problems.

The design or improvements of the proposed project will not cause serious health problems, with the proposed subdivision not having any detrimental effects upon the general public. All necessary utilities and infrastructure improvements currently exist and comply with City standards. An emergency access easement will be provided for the new private street. Therefore, approval of this subdivision will not cause any serious public health problems.

6. The design or improvements of the proposed project will not conflict with easements necessary for public access through or use of, property within the proposed project.

The designs or improvements associated with approval of the tentative parcel map will not conflict with easements necessary for public access through or use of the property within the proposed project. The project includes a new street and sidewalk and will provide public vehicular and pedestrian access to the street and sidewalk. The project site will provide a reciprocal access and parking easement for the shared common driveways and drive aisle to allow public access to the 211 public parking spaces and 37 hotel valet parking spaces within the parking structure. In addition, the CC&Rs will ensure all ingress and egress easement and access will be maintained for the project site.

Section 2. In accordance with the California Environmental Quality Act (CEQA), the Planning Commission of the City of Santa Ana has, as a result of its consideration of the record as a whole and the evidence presented at the hearings on this matter, determined that, as required pursuant to the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, Environmental Review No. 2019-85 meets all the requirements of CEQA and recommends City Council approval:

Based on the substantial evidence set forth in the record, including but not limited to the 2010 EIR and the 2020 Third & Broadway Addendum, the Planning Commission finds that an addendum is the appropriate document for disclosing the changes to the subject properties, and that none of the conditions identified in Public Resources Code section 21166 and State CEQA Guidelines section 15162 requiring subsequent environmental review have occurred, because:

- A. The project does not constitute a substantial change that would require major revisions of the 2010 EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
- B. There is not a substantial change with respect to the circumstances under which the project will be developed that would require major revisions of the 2010 EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects.
- C. New information of substantial importance has not been presented that was not known and could not have been known with the exercise of reasonable diligence at the time the 2010 EIR was certified or adopted, showing any of the following: (i) that the modifications would have one or more significant effects not discussed in the earlier environmental documentation; (ii) that significant effects previously examined would be substantially more severe than shown in the earlier environmental documentation; (iii) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects, but the applicant declined to adopt such measures; or (iv) that mitigation measures or alternatives considerably different from those analyzed previously would substantially reduce one or more significant effects on the environment, but which the applicant declined to adopt.

Section 3. The Applicant shall indemnify, protect, defend and hold the City and/or any of its officials, officers, employees, agents, departments, agencies, authorized volunteers, and instrumentalities thereof, harmless from any and all claims, demands, lawsuits, writs of mandamus, and other and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and such other procedures), judgments, orders, and decisions (collectively "Actions"), brought against the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and

instrumentalities thereof (including actions approved by the voters of the City) for or concerning the project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure sections 1085 or 1094.5, or any other federal, state or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that Applicant shall reimburse the City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the Applicant of any Action brought and City shall cooperate with Applicant in the defense of the Action.

Section 4. The Planning Commission of the City of Santa Ana, after conducting the public hearing, hereby approves Tentative Parcel Map No. 2020-02 (County Map 2020-159) as conditioned in Exhibit A, attached hereto and incorporated as though fully set forth herein for the property located at 201 West Third Street. This decision is based upon the evidence submitted at the above said hearing, which includes, but is not limited to: the Request for Planning Commission Action dated September 28, 2020, and exhibits attached thereto; and, the public testimony, written and oral, all of which are incorporated herein by this reference.

Section 5. Tentative Parcel Map No. 2020-02 shall not be effective until the City Council reviews and approves the Addendum, Environmental Review No. 2019-85, Density Bonus Application No. 2020-01, Site Plan Review No. 2020-01, Site Plan Review No. 2020-02 and the Disposition and Development Agreement for the subject project. If said approvals are held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, or otherwise denied, then this variance shall be null and void and have no further force and effect.

Signatures on following page

ADOPTED this 28th day of September 2020, by the following vote:

AYES: Commissioners:

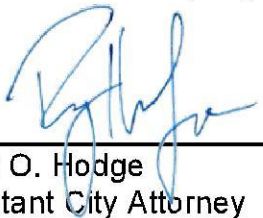
NOES: Commissioners:

ABSENT: Commissioners:

ABSTENTIONS: Commissioners:

Mark McLoughlin
Chairperson

APPROVED AS TO FORM:
Sonia R. Carvalho, City Attorney

By: 
Ryan O. Hodge
Assistant City Attorney

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, SARAH BERNAL, Recording Secretary, do hereby attest to and certify the attached Resolution No. 2020-xx to be the original resolution adopted by the Planning Commission of the City of Santa Ana on September 28, 2020.

Date: _____

Recording Secretary
City of Santa Ana

EXHIBIT A

Conditions for Approval for Tentative Parcel Map No. 2020-02 (County Map No. 2020-159)

Tentative Parcel Map No. 2020-02 (County Map No. 2020-159) approved subject to compliance, to the reasonable satisfaction of the Planning Manager, with applicable sections of the Santa Ana Municipal Code, the California Administrative Code, the California Building Standards Code, and all other applicable regulations. In addition, Applicant shall meet the following conditions of approval:

The Applicant must comply with each and every condition listed below prior to exercising the rights conferred by this tentative parcel map.

The Applicant must remain in compliance with all conditions listed below throughout the life of the development project. Failure to comply with each and every condition may result in the revocation of the tentative parcel map.

Planning Division

1. All proposed site improvements must conform to the Site Plan Review approval of DP No. 2019-32 and the staff report exhibits.
2. Two copies of the recorded final parcel map shall be submitted each to the Planning Division, Building Division and Public Works Agency within 10 days of recordation.
3. Applicant must submit Covenants, Conditions and Restrictions (CC&Rs) for the project to the case planner for review and approval prior to the final map being recorded. Additionally, CC&Rs will be adopted to define the operating and maintenance requirements and enforcement of the CC&Rs provisions.
4. The tentative parcel map, final map and all improvements required to be made or installed by the subdivider shall be in accordance with the requirements and design standards and specifications of the City of Santa Ana and the requirements of the California Subdivision Map Act.
5. After project occupancy, landscaping is to be maintained in accordance with the approved landscape plan. This shall include the minimum levels of plant materials shown on the landscape plan, site furnishings, and hardscape materials. Any modifications to this plan shall be submitted to the Planning Division for review and subject to the approval of the Planning Manager.

6. The property owner shall be responsible for maintaining the lots free from debris, overgrown vegetation, and graffiti. The property owner shall provide as part of the Covenants, Conditions and Restrictions (CC&Rs) that the owner of each condominium shall immediately remove any graffiti placed thereon. Any graffiti must be removed within 24 hours
7. The final map must be approved and recorded prior to issuance of on-site improvements such as, but not limited to the sidewalk and driveway apron improvements.
8. Development within the area of the map is subject to development and permit fees in effect at the time of permit issuance. Prior to approval of Certificate of Occupancy, all on-site improvements shall be made in accordance with the submitted plans.
9. Prior to submittal of the final map, the Applicant shall submit a management plan per Sections 34-335 and 34-376 of the Santa Ana Municipal Code.
10. Prior to submittal of the final map, the Applicant shall submit a conversion plan per Section 41-1804 of the Municipal Code.

11. Property Maintenance Agreement.

Subject to review and applicability by the Planning and Building Agency, the Public Works Agency, and the City Attorney to ensure that the property and all improvements located thereupon are properly maintained, Developer (and the owner of the property upon which the authorized use and/or authorized improvements are located if different from the Applicant) shall execute a maintenance agreement or incorporate the form of this condition within the project's CC&R's with the City of Santa Ana which shall be recorded against the property and which shall be in a form reasonably satisfactory to the City Attorney. The maintenance agreement shall contain covenants, conditions and restrictions relating to the following:

- a. Compliance with operational conditions applicable during any period(s) of construction or major repair (e.g., proper screening and securing of the construction site; implementation of proper erosion control, dust control and noise mitigation measure; adherence to approved project phasing etc.);
- b. Compliance with ongoing operational conditions, requirements and restrictions, as applicable (including but not limited to hours of operation, security requirements, the proper storage and disposal of trash and debris, enforcement of the parking management plan, and/or restrictions on certain uses,

- c. Ongoing compliance with approved design and construction parameters, signage parameters and restrictions as well as landscape designs, as applicable;
- d. Ongoing maintenance, repair and upkeep of the property and all improvements located thereupon (including but not limited to controls on the proliferation of trash and debris about the property; the proper and timely removal of graffiti; the timely maintenance, repair and upkeep of damaged, vandalized and/or weathered buildings, structures and/or improvements; the timely maintenance, repair and upkeep of exterior paint, parking striping, lighting and irrigation fixtures, walls and fencing, publicly accessible bathrooms and bathroom fixtures, landscaping and related landscape improvements and the like, as applicable);
- e. If Developer and the owner of the property are different (e.g., if the Applicant is a tenant or licensee of the property or any portion thereof), both the Applicant and the owner of the property shall be signatories to the maintenance agreement and both shall be jointly and severally liable for compliance with its terms.
- f. The maintenance agreement shall further provide that any party responsible for complying with its terms shall not assign its ownership interest in the property or any interest in any lease, sublease, license or sublicense, unless the prospective assignee agrees in writing to assume all of the duties and obligations and responsibilities set forth under the maintenance agreement.
- g. The maintenance agreement shall contain provisions relating to the enforcement of its conditions by the City and shall also contain provisions authorizing the City to recover costs and expenses which the City may incur arising out of any enforcement and/or remediation efforts which the City may undertake in order to cure any deficiency in maintenance, repair or upkeep or to enforce any restrictions or conditions upon the use of the property. The maintenance agreement shall further provide that any unreimbursed costs and/or expenses incurred by the City to cure a deficiency in maintenance or to enforce use restrictions shall become a lien upon the property in an amount equivalent to the actual costs and/or expense incurred by the City.
- h. The execution and recordation of the maintenance agreement shall be a condition precedent to the final map being recorded.

RESOLUTION NO. 2020-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA ANA APPROVING AND ADOPTING AN ADDENDUM TO THE ENVIRONMENTAL IMPACT REPORT FOR THE TRANSIT ZONING CODE PROJECT (SCH NO. 2006071100) FOR SITE PLAN REVIEW NO. 2020-01, SITE PLAN REVIEW NO. 2020-02, DENSITY BONUS AGREEMENT NO. 2020-01 AND DISPOSITION AND DEVELOPMENT AGREEMENT AND ADOPTION OF A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE THIRD AND BROADWAY MIXED-USE PROJECT LOCATED AT 201 WEST THIRD STREET

WHEREAS, Michael Harrah, representing Caribou Industries Inc. (hereinafter referred to as "Applicant"), is requesting approval of Density Bonus Agreement No. 2020-01, Site Plan Review No. 2020-01, Site Plan Review No. 2020-02, Variance No. 2020-05, Tentative Parcel Map No. 2020-02, and a Disposition and Development Agreement to allow the demolition of an existing public parking structure and construction of a new mixed-use 171-unit residential and 13,419 square foot commercial development and 75-room hotel at 201 West Third Street; and

WHEREAS, the subject Property contains 1.41 acres and is currently developed with a City-owned public parking structure; and

WHEREAS, the Transit Zoning Code was adopted in 2010 as a result of interest in developing transit-oriented mixed-use residential and commercial projects in its project area. The Transit Zoning Code was amended in 2019 to modernize and refine development standards to further these interests. The regulating plan, which establishes land uses and development standards, allows a variety of housing and commercial projects, including mixed-use residential communities, live/work units, hotels, and offices; and

WHEREAS, the City Council of the City of Santa Ana certified the Environmental Impact Report (SCH No. 2006071100) and adopted a mitigation monitoring and reporting program for the Transit Zoning Code, which allows a mixture of residential, commercial, and limited industrial land uses; and

WHEREAS, the entitlements sought for the proposed mixed-use development project include a Density Bonus Agreement application, two Site Plan Review applications, a Variance application, a Tentative Parcel Map application, and a Disposition and Development Agreement; and

WHEREAS, in 2010, the City Council certified the Final Environmental Impact Report ("2010 EIR") for the Transit Zoning Code Project ("Originally Approved Plan"), which analyzed the potentially significant environmental impacts of a mixed-use plan area consisting of new residential, commercial, and industrial development; and

WHEREAS, pursuant to the 2010 EIR, the subject site may be developed with a mixed-use development consisting of residential and commercial land uses; and

WHEREAS, when compared against the Originally Approved Plan, the proposed mixed-use development will not result in any new or intensified significant impacts; and

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et seq.) ("CEQA") and the State CEQA Guidelines (14 Cal. Code Regs. 15000 et seq.), the City is the Lead Agency for the proposed development; and

WHEREAS, pursuant to CEQA, when taking subsequent discretionary actions in furtherance of a project for which an EIR has already been certified, the Lead Agency is prohibited from requiring a subsequent or supplemental EIR unless at least one of the circumstances identified in Public Resources Code section 21166 or State CEQA Guidelines section 15162 are present; and

WHEREAS, City staff has evaluated the proposed project and considered whether, in light of the impacts associated with its development, any supplemental or subsequent environmental review is required pursuant to Public Resources Code section 21166 or State CEQA Guidelines section 15162; and

WHEREAS, the analysis contained in the Third & Broadway project's EIR Addendum ("2020 Addendum") concludes that none of the circumstances described in Public Resources Code section 21166 or State CEQA Guidelines section 15162 have occurred, and thus no supplemental or subsequent EIR is required; and

WHEREAS, the proposed Project is within a transit priority area (TPA) as defined by Public Resources Code (PRC) Section 21099(a)(7). A TPA is an area within one-half mile of a major transit stop that is existing (or planned under certain conditions). A major transit stop includes the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods (PRC § 21064.3). The Project site is within 0.15 miles of the intersection of Bus Routes 53/53X (north-south along Main Street), 55, and 64/64X (east-west via 1st Street). Under SB 743, aesthetic and parking impacts cannot be considered a significant impact within TPA's; and

WHEREAS, on September 28, 2020 at a duly noticed public hearing, the Planning Commission recommended City Council adoption of the 2020 Addendum; and

WHEREAS, on October 20, 2020 at a duly noticed public hearing, the City Council considered the 2020 Addendum for Site Plan Review No. 2020-01, Site Plan Review No. 2020-02, Density Bonus Agreement No. 2020-01 and Disposition and Development Agreement; and

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

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA ANA DOES RESOLVE, DETERMINE, FIND AND ORDER AS FOLLOWS:

SECTION 1. The above recitals are true and correct and incorporated herein by reference.

SECTION 2. State CEQA Guidelines section 15164 requires lead agencies to prepare an addendum to a previously certified EIR if some changes or additions to the project are necessary, but none of the conditions requiring preparation of a subsequent EIR are present. The City Council has reviewed and considered the 2010 EIR and the 2020 Addendum, and finds that these documents taken together contain a complete and accurate reporting of all of the potential environmental impacts associated with the proposed development. The City Council further finds that the 2020 Addendum has

been completed in compliance with CEQA and the State CEQA Guidelines. The City Council further finds and determines that the Addendum reflects the City's independent judgment.

SECTION 3. Based on the substantial evidence set forth in the record, including but not limited to the 2010 EIR and the 2020 Addendum, the City Council finds that an addendum is the appropriate document for disclosing the changes to the subject property, and that none of the conditions identified in Public Resources Code section 21166 and State CEQA Guidelines section 15162 requiring subsequent environmental review have occurred, because:

- (a) The proposed development does not constitute a substantial change that would require major revisions of the 2010 EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
- (b) There is not a substantial change with respect to the circumstances under which the proposed development will be developed that would require major revisions of the 2010 EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects.
- (c) New information of substantial importance has not been presented that was not known and could not have been known with the exercise of reasonable diligence at the time the 2010 EIR was certified or adopted, showing any of the following: (i) that the modifications would have one or more significant effects not discussed in the earlier environmental documentation; (ii) that significant effects previously examined would be substantially more severe than shown in the earlier environmental documentation; (iii) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects, but the applicant declined to adopt such measures; or (iv) that mitigation measures or alternatives considerably different from those analyzed previously would substantially reduce one or more significant effects on the environment, but which the applicant declined to adopt.

SECTION 4. The City Council hereby finds that mitigation measures identified in the 2010 EIR remain applicable to the Transit Zoning Code. These findings are laid out more specifically in the Mitigation Monitoring and Reporting Program ("MMRP") attached hereto as **Exhibit A**. The City Council therefore hereby adopts those mitigation measures identified as remaining applicable to the Transit Zoning Code, through the MMRP attached hereto and incorporated herein as **Exhibit A**. Applicant shall be solely responsible for the implementation of all mitigation measures in the MMRP applicable to any aspect of the proposed mixed-use development project.

SECTION 5. The City Council hereby approves and adopts the 2020 Third and Broadway Addendum related to Site Plan Review No. 2020-01, Site Plan Review No. 2020-02 and Density Bonus Agreement No. 2020-01, attached hereto and incorporated herein as **Exhibit B**.

SECTION 6. The Applicant shall indemnify, protect, defend and hold the City and/or any of its officials, officers, employees, agents, departments, agencies,

authorized volunteers, and instrumentalities thereof, harmless from any and all claims, demands, lawsuits, writs of mandamus, and other and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and such other procedures), judgments, orders, and decisions (collectively "Actions"), brought against the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure sections 1085 or 1094.5, or any other federal, state or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that Applicant shall reimburse the City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the Applicant of any Action brought and City shall cooperate with Applicant in the defense of the Action.

SECTION 7. The City Council directs staff to prepare, execute and file a CEQA Notice of Determination with the Orange County Clerk's Office within five working days of the City Council's approval of Site Plan Review No. 2020-01, Site Plan Review No. 2020-02, Density Bonus Agreement No. 2020-01 and Disposition and Development Agreement for the Third and Broadway Mixed-Use Development Project.

SECTION 8. The 2010 EIR and the 2020 Addendum, and any other documents and materials that constitute the record of proceedings upon which these findings have been based are on file, are incorporated herein by reference and are available for public review at Santa Ana City Hall, Planning and Building Agency, M20, 20 Civic Center Plaza, Santa Ana, California 92701. The custodian of these records is Daisy Gomez, City Clerk for the City.


SECTION 9. This resolution shall take effect immediately upon its adoption by the City Council, and the Clerk of the Council shall attest to and certify the vote adopting this resolution.

ADOPTED this ____ day of _____, 2020.

Miguel A. Pulido
Mayor

APPROVED AS TO FORM:

Sonia R. Carvalho
City Attorney

By: 

Ryan O. Hodge
Assistant City Attorney

AYES: Councilmembers _____

NOES: Councilmembers _____

ABSTAIN: Councilmembers _____

NOT PRESENT: Councilmembers _____

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, DAISY GOMEZ, Clerk of the Council, do hereby attest to and certify the attached Resolution No. 2020-xx to be the original resolution adopted by the City Council of the City of Santa Ana on _____.

Date: _____

Clerk of the Council
City of Santa Ana

EXHIBIT A
MITIGATION MONITORING AND REPORTING PROGRAM

The Mitigation Monitoring and Reporting Program (MMRP) is available online at:
<https://www.santa-ana.org/pb/planning-division/major-planning-projects-and-monthly-development-project-reports/3rd-and-0>

Or by visiting:
Planning and Building Agency – Planning Division Public Counter
20 Civic Center Plaza
Santa Ana, CA 92701

EXHIBIT B
THIRD AND BROADWAY EIR ADDENDUM

The Third and Broadway Project EIR Addendum and Technical Appendices are available online at:

<https://www.santa-ana.org/pb/planning-division/major-planning-projects-and-monthly-development-project-reports/3rd-and-0>

Or by visiting:

Planning and Building Agency – Planning Division Public Counter
20 Civic Center Plaza
Santa Ana, CA 92701

RESOLUTION NO. 2020-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA ANA APPROVING DENSITY BONUS AGREEMENT NO. 2020-01, SITE PLAN REVIEW NO. 2020-01, AND SITE PLAN REVIEW NO. 2020-02 AS CONDITIONED FOR A NEW MIXED-USE AND HOTEL DEVELOPMENT LOCATED AT 201 WEST THIRD STREET

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANTA ANA AS FOLLOWS:

Section 1. The City Council of the City of Santa Ana hereby finds, determines and declares as follows:

- A. Michael Harrah, representing Caribou Industries Inc. (hereinafter referred to as "Applicant"), is requesting approval of Density Bonus Agreement No. 2020-01, Site Plan Review No. 2020-01, and Site Plan Review No. 2020-02, as conditioned to allow the construction of a new mixed-use development consisting of 171 residential units, 13,419 square foot commercial development and a 75-room hotel at 201 West Third Street.
- B. The Transit Zoning Code was adopted in 2010 as a result of interest in developing transit-oriented mixed-use residential and commercial projects in its project area. The Transit Zoning Code was amended in 2019 to modernize and refine development standards to further these interests. The regulating plan, which establishes land uses and development standards, allows a variety of housing and commercial projects, including mixed-use residential communities, live/work units, hotels, and offices.
- C. The California Density Bonus Law (California Government Code Section 65915 et seq.) allows developers to seek increases in base density for providing on-site housing units in exchange for providing affordable units on site. To help make constructing on-site affordable units feasible, the law allows developers to seek incentives/concessions or waivers that would help the project be built without significant burden and without detriment to public health.
- D. On September 28, 2020, the Planning Commission of the City of Santa Ana held a duly noticed public hearing regarding Density Bonus Agreement No. 2020-01, Site Plan Review No. 2020-01 and Site Plan Review No. 2020-02 at that time considered all testimony, written and oral and recommended City Council approval of the entitlements.
- E. On October 20, 2020, the City Council of the City of Santa Ana held a duly noticed public hearing regarding Density Bonus Agreement No. 2020-01,

Site Plan Review No. 2020-01, Site Plan Review No. 2020-02 and Disposition and Development Agreement at that time considered all testimony, written and oral.

- F. Sections 41-2007 and 41-593.5 of the Santa Ana Municipal Code (SAMC) requires a review by the Planning Commission and City Council of all plans for developments of over four stories within the Transit Zoning Code (Specific Development No. 84) to ensure the project is in conformity with the overlay zone plan.
- G. The zoning designation for the subject property is Specific Development No. 84, Downtown sub-zone.
- H. The City Council determines pursuant to SAMC Sections 41-2007 and 41-593.5, that the mixed-use and hotel project is in compliance with all applicable development standards outlined within the Specific Development (SD No. 84/Transit Zoning Code), with the exception of required on-site residential parking, maximum stories, open space and massing which, pursuant to the California Government Code sections 65915 through 65918, may be reduced through approval of the requested Density Bonus Agreement application and off-street parking subject to approval of Variance No. 2020-02.
- I. The City Council determine that the following findings, which must be established in order to grant this Density Bonus Agreement with deviations pursuant to SAMC Section 41-1607, have been established for Density Bonus Agreement No. 2020-01 to allow construction of the proposed project:
 - 1. That the proposed development will materially assist in accomplishing the goal of providing affordable housing opportunities in economically balanced communities throughout the city.

The proposed development will provide 152 market-rate rental units and 19 very-low income affordable units, contributing toward the City's rental housing stock to serve the needs of diverse and underserved populations. 10 studios, 6 one-bedrooms and 3 two-bedrooms very-low income units will be evenly dispersed throughout the development. The area in which the project is proposed, the Transit Zoning Code plan area, currently contains several entitled or constructed affordable and market-rate residential communities. The construction of this project will contribute toward an economically and demographically balanced community by providing housing for different demographic and income levels in an area rich with employment

opportunities, commercial development, market-rate housing and close to many public transportation options such as the under-construction OC Streetcar, bus routes and the Santa Ana Regional Transportation Center.

2. That the development will not be inconsistent with the purpose of the underlying zone or applicable designation in the general plan land use element.

The project site is located in an area already identified in both the City's Zoning Code (the Transit Zoning Code) and General Plan (the Land Use and Housing elements) for new residential communities. The application includes a request for a 35-percent density bonus in exchange for providing eleven percent very-low income units on-site (19 units). Under the State's Density Bonus Law, developers providing eleven percent very-low income units may request a numerical density bonus of 35 percent from the base density (California Government Code Section 65915 (f)(2)). The General Plan land use designation for Downtown is District Center which allows 90 dwelling units per acre and maximum floor area ratio (FAR) of 3.0. Based on the site area of 1.41 acres at 90 dwelling units per acre 127 units are allowed. In exchange for providing eleven percent very-low income units on-site an additional 45 units are permitted through a density bonus. Therefore, the project proposes a total of 171 units with a total FAR of 4.2 for the development site. Application of the floor area ratio maximum would physically preclude development of on-site affordable housing units. Furthermore, California Government Code Section 65915 (f)(5) granting a density bonus shall not require a General Plan Amendment. With approval of concessions and waivers the project is consistent with the underlying zoning development standards and General Plan. Additionally, the project supports several goals and policies within the General Plan land use element.

3. That the deviations are necessary to make it economically feasible for the Applicant to utilize a density bonus authorized for the development pursuant to section 41-1603.

The proposed project requires waivers, two incentives/concessions, and for a reduction in required on-site (off-street) parking. The deviations are described as follow:

- (a) Waiver from the General Plan Land Use Element, Downtown District Center maximum FAR of 3.0. The FAR for the entire development site is 4.2. Capping the FAR at 3.0 would physically preclude development of the project and on-site affordable housing units [Cal. Gov't Code Sec. 65915 (e)(1)]. Limiting the FAR may preclude additional stories to accommodate the affordable units and density bonus units which make the project financially feasible for the developer.
- (b) Waiver from Santa Ana Municipal Code Sec. 41-2011(a) – Height. The Line Block Building Type sets a maximum height of 10-stories while 16 stories are proposed. The additional stories are needed to provide affordable housing units on-site and to make the construction of a high-rise development financially feasible. In addition, the requirement to provide 211 public parking spaces on site adds an additional five stories to the overall development [Cal. Gov't Code Sec. 65915 (e)(1)].
- (c) Concession 1 from Santa Ana Municipal Code Sec. 41-2023(f) Open Space, the project's open space is designed as open roof decks rather than courtyards or forecourt. Construction of a courtyard or forecourt would substantially increase engineering costs and the development would need to be redesigned completely reducing the number of units that could be constructed on the site therefore, reducing the number of onsite affordable housing units that would result from the project [Cal. Gov't Code Sec. 65915 (d)(1)].
- (d) Concession 2 from Santa Ana Municipal Code Sec. 41-2023(i) Massing a reduction in massing at the third level would result in a reduction in public parking or redesigning and engineering the project which would reduce the financial feasibility of redeveloping the site and providing 19 onsite very-low income units [Cal. Gov't Code Sec. 65915 (d)(1)].
- (e) Parking: Constructing 2.0 parking spaces per residential unit and 0.15 guest parking spaces per residential unit on the project site would require the developer to construct additional levels of parking either above- or below-grade, resulting in increased construction costs and/or a loss of an entire level of residential units. The City has identified the Transit Zoning Code area for high-intensity, mixed-use, transit-oriented development in order to reduce

demands for parking and traffic impacts. Pursuant to California Government Code Section 65915 (p)(1) residential developments providing eleven percent on-site affordable housing units at very-low income levels are entitled to provide on-site parking at the ratio of 1 stall for studio or one-bedroom units, and 2 stalls for two-bedroom units, inclusive of handicapped and guest parking. To address the parking reduction requested by the applicant pursuant to State Housing Law, the Applicant prepared a parking study and parking management plan (PMP). The PMP adequately outlines measurable means to provide additional parking through additional onsite valet parking, offsite parking, or a combination thereof, raising the effective parking ratios to a minimum of 2.15 parking spaces per residential unit if fully implemented.

Section 2. The Applicant shall indemnify, protect, defend and hold the City and/or any of its officials, officers, employees, agents, departments, agencies, authorized volunteers, and instrumentalities thereof, harmless from any and all claims, demands, lawsuits, writs of mandamus, and other and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and such other procedures), judgments, orders, and decisions (collectively "Actions"), brought against the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure sections 1085 or 1094.5, or any other federal, state or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that Applicant shall reimburse the City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the Applicant of any Action brought and City shall cooperate with Applicant in the defense of the Action.

Section 3. In accordance with the California Environmental Quality Act (CEQA), the City Council of the City of Santa Ana has, as a result of its consideration of the record as a whole and the evidence presented at the hearings on this matter, determined that, as required pursuant to the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, Environmental Review No. 2019-85 meets all the requirements of CEQA:

Based on the substantial evidence set forth in the record, including but not limited to the 2010 EIR and the 2020 Third & Broadway Addendum, the City Council finds that an addendum is the appropriate document for disclosing the changes to the subject properties, and that none of the conditions identified in Public Resources Code section 21166 and State CEQA Guidelines section 15162 requiring subsequent environmental review have occurred, because:

- A. The project does not constitute a substantial change that would require major revisions of the 2010 EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
- B. There is not a substantial change with respect to the circumstances under which the project will be developed that would require major revisions of the 2010 EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects.
- C. New information of substantial importance has not been presented that was not known and could not have been known with the exercise of reasonable diligence at the time the 2010 EIR was certified or adopted, showing any of the following: (i) that the modifications would have one or more significant effects not discussed in the earlier environmental documentation; (ii) that significant effects previously examined would be substantially more severe than shown in the earlier environmental documentation; (iii) that mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects, but the applicant declined to adopt such measures; or (iv) that mitigation measures or alternatives considerably different from those analyzed previously would substantially reduce one or more significant effects on the environment, but which the applicant declined to adopt.

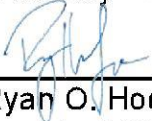
Section 4. The City Council of the City of Santa Ana, after conducting the public hearing, hereby approves Density Bonus Agreement No. 2020-01, Site Plan Review No. 2020-01, Site Plan Review No. 2020-02 as conditioned in Exhibit A, attached hereto and incorporated as though fully set forth herein. This decision is based upon the evidence submitted at the above said hearing, which includes, but is not limited to: the Request for City Council Action dated October 20, 2020, and exhibits attached thereto; and the public testimony, written and oral, all of which are incorporated herein by this reference.

Signatures on following page

ADOPTED this ____ day of _____, 2020.

Miguel A. Pulido
Mayor

APPROVED AS TO FORM:
Sonia R. Carvalho
City Attorney

By: _____
Ryan O. Hodge
Assistant City Attorney

AYES: Councilmembers _____

NOES: Councilmembers _____

ABSTAIN: Councilmembers _____

NOT PRESENT: Councilmembers _____

CERTIFICATE OF ATTESTATION AND ORIGINALITY

I, DAISY GOMEZ, Clerk of the Council, do hereby attest to and certify the attached Resolution No. 2020-xx to be the original resolution adopted by the City Council of the City of Santa Ana on _____.

Date: _____

Clerk of the Council
City of Santa Ana

EXHIBIT A
Conditions for Approval for Site Plan Review No. 2020-01, Site Plan Review No. 2020-02 and Density Bonus Agreement No. 2020-01

Site Plan Review No. 2020-01, Site Plan Review No. 2020-02 and Density Bonus Agreement No. 2020-01 are approved subject to compliance, to the reasonable satisfaction of the Planning Manager, with applicable sections of the Santa Ana Municipal Code, the California Administrative Code, the California Building Standards Code, and all other applicable regulations. In addition, it shall meet the following conditions of approval:

The Applicant must comply with each and every condition listed below prior to exercising the rights conferred by this site plan review.

The Applicant must remain in compliance with all conditions listed below throughout the life of the development project. Failure to comply with each and every condition may result in the revocation of the site plan review.

A. Planning Division

1. All proposed site improvements must conform to the Development Project Review approval of DP No. 2019-32 and the staff report exhibits.
2. Any amendment to this site plan review, including modifications to approved materials, finishes, architecture, site plan, landscaping, unit count, mix, and square footages must be submitted to the Planning Division for review. At that time, staff will determine if administrative relief is available or if the site plan review must be amended.
3. A residential property manager shall be on site at all times that the project is occupied and the developer and on-site management shall at all times maintain a 24-hour emergency contact and contact information on file with the City.
4. The Project shall implement the Parking Management Plan dated September 9, 2020.
5. The Project shall include a publicly-accessible amenity area available to the public on a semi-regular basis, upon agreement by the public and Applicant, but in no instances less than four times per year for community-serving purposes. Any revisions to the proposed projects to include said amenity area, or any required modifications to accommodate said amenity area, shall be reviewed for substantial conformance during Building Division plan check.
6. All mechanical equipment shall be screened from view from public and roof deck amenity areas.

7. Prior to issuance of any building permits, the Applicant shall submit a detailed rooftop plan to the Planning Division for review and approval demonstrating that the unoccupied lower level rooftops, visible from the building levels above, incorporate artificial green roofs and water infiltration planters as shown on the DP No. 2019-32 plans.
8. Prior to the issuance of any building permits, the Applicant shall submit a final detailed amenity plan to the Planning Division for review and approval. The plan shall include details on the hardscape design, lighting concepts and outdoor furniture for amenity decks and plaza areas as well as an installation plan. The exact specifications for these items are subject to the review and approval by the Planning Division.
9. Prior to issuance of building permits, the Applicant shall submit a construction schedule and staging plan to the Planning Division for review and approval. The plan shall include perimeter construction signage with a contact phone number, construction hours, staging areas, parking and site security/screening during project construction.
10. Prior to installation of landscaping, the Applicant shall submit photos and specifications of all trees to be installed on the project site to the Planning Division review and approval. Specifications shall include, at a minimum, the species, box size (24 inches minimum), brown trunk height (10-foot minimum), and name and location of the supplier.
11. After Project occupancy, landscaping and hardscape materials must be maintained as shown on the approved landscape plans.
12. A Resident Storage Plan shall be provided for the Project prior to occupancy. Storage shall be available at no cost to the residents.
13. Prior to Certificate of Occupancy issuance, public art shall be installed on the Project site at a value of one-half of one percent (0.5%) of the total valuation of both buildings. The art shall be installed on the north, east, west and south elevations of the mixed-use project and on the south elevation of the hotel project in the areas depicted on the DP No. 2019-32 plans. The selection, design, and installation of the art shall be subject to review and approval by the Planning and Building Agency, the Community Development Agency, and the Applicant.
14. Prior to Certificate of Occupancy issuance, a Property Maintenance Agreement must be recorded against the property. The agreement will be subject to review and applicability by the Planning and Building Agency, the Community Development Agency, the Public Works Agency, and the City Attorney to ensure that the property and all improvements located thereupon are properly maintained, Developer (and the owner of the property upon which the authorized use and/or authorized improvements are located if different from the Applicant)

shall execute a Maintenance Agreement with the City of Santa Ana which shall be recorded against the property and which shall be in a form reasonably satisfactory to the City Attorney. The Maintenance Agreement shall contain covenants, conditions and restrictions relating to the following:

(a) Compliance with operational conditions applicable during any period(s) of construction or major repair (e.g., proper screening and securing of the construction site; implementation of proper erosion control, dust control and noise mitigation measure; adherence to approved project phasing etc.);

(b) Compliance with ongoing operational conditions, requirements and restrictions, as applicable (including but not limited to hours of operation, security requirements, the proper storage and disposal of trash and debris, enforcement of the parking management plan, and/or restrictions on certain uses,

(c) Ongoing compliance with approved design and construction parameters, signage parameters and restrictions as well as landscape designs, as applicable;

(d) Ongoing maintenance, repair and upkeep of the property and all improvements located thereupon (including but not limited to controls on the proliferation of trash and debris about the property; the proper and timely removal of graffiti; the timely maintenance, repair and upkeep of damaged, vandalized and/or weathered buildings, structures and/or improvements; the timely maintenance, repair and upkeep of exterior paint, parking striping, lighting and irrigation fixtures, walls and fencing, publicly accessible bathrooms and bathroom fixtures, landscaping and related landscape improvements and the like, as applicable);

(e) If Developer and the owner of the property are different (e.g., if the Applicant is a tenant or licensee of the property or any portion thereof), both the Applicant and the owner of the property shall be signatories to the Maintenance Agreement and both shall be jointly and severally liable for compliance with its terms.

(f) The Maintenance Agreement shall further provide that any party responsible for complying with its terms shall not assign its ownership interest in the property or any interest in any lease, sublease, license or sublicense, unless the prospective assignee agrees in writing to assume all of the duties, obligations and responsibilities set forth under the Maintenance Agreement.

(g) The Maintenance Agreement shall contain provisions relating to the enforcement of its conditions by the City and shall also contain provisions authorizing the City to recover costs and expenses which the City may incur arising out of any enforcement and/or remediation efforts which the City may undertake in order to cure any deficiency in maintenance, repair or upkeep or to enforce any restrictions or conditions upon the use of the property. The maintenance agreement shall further provide that any unreimbursed costs and/or

expenses incurred by the City to cure a deficiency in maintenance or to enforce use restrictions shall become a lien upon the property in an amount equivalent to the actual costs and/or expense incurred by the City.

(h) The execution and recordation of the Maintenance Agreement shall be a condition precedent to the issuance of final approval for any construction permit related to this entitlement.

EXHIBIT 2
75A-103

201 West Third Street - Third & Broadway Mixed-Use Development

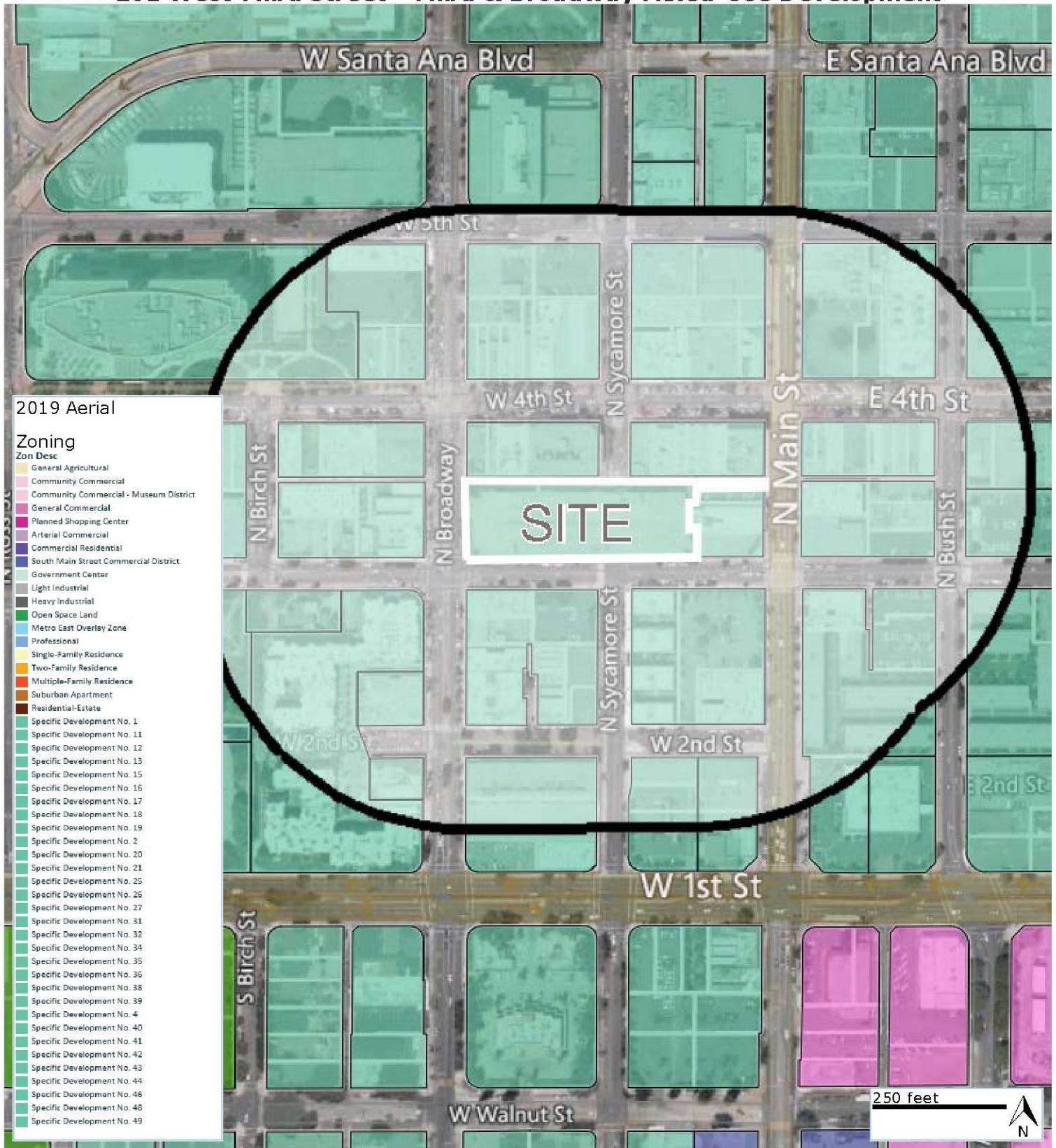


Exhibit 2 - Vicinity Zoning & Aerial View

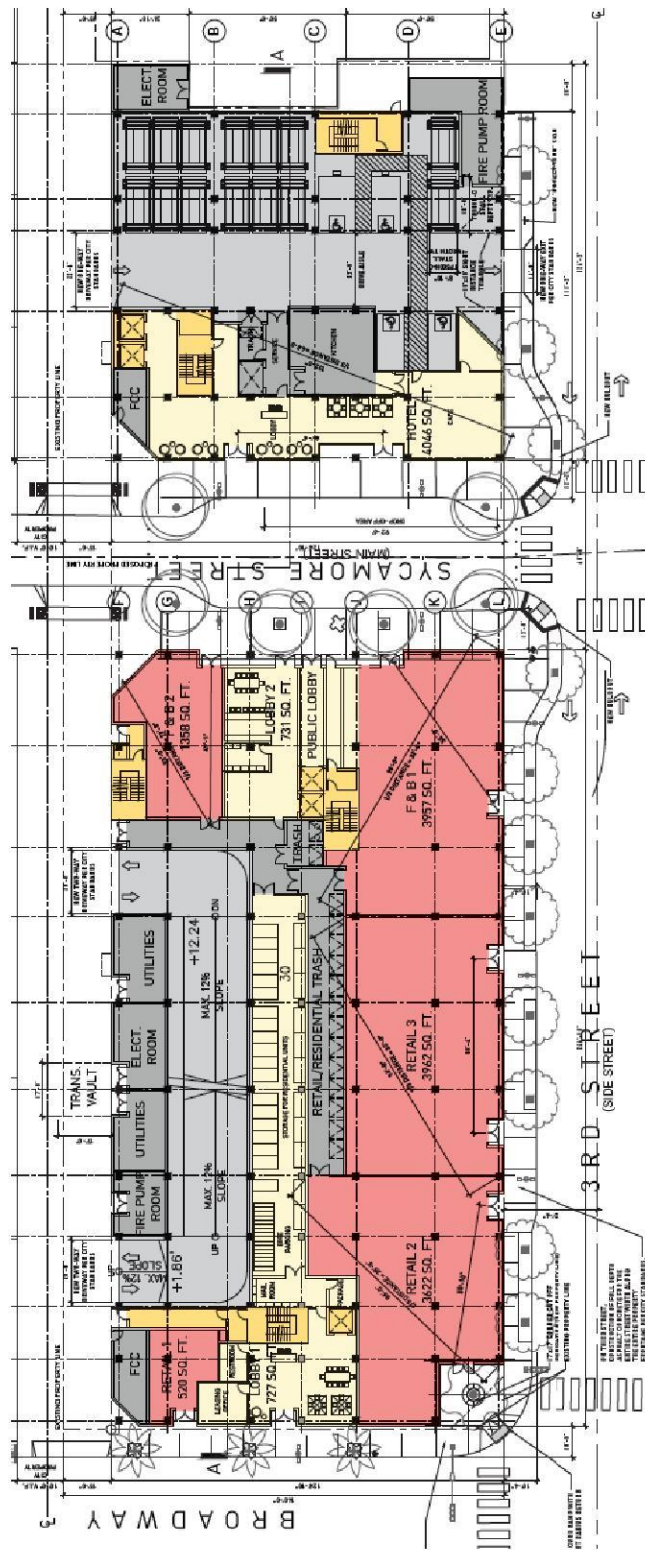


EXHIBIT 3
75A-105



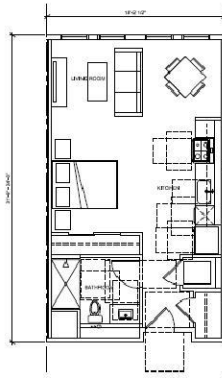
DBA No. 2020-01/SPR No. 2020-01/SPR No. 2020-02/VAR No. 2020-05/TPM No. 2020-02
201 West Third Street
Third & Broadway Mixed-Use Development
Exhibit 3 – Site Photo

EXHIBIT 4
75A-107



DBA No. 2020-01/SPR No. 2020-01/SPR No. 2020-02/VAR No. 2020-05/TPM No. 2020-02
 201 West Third Street
 Third & Broadway Mixed-Use Development
 Exhibit 4 – Site Plan

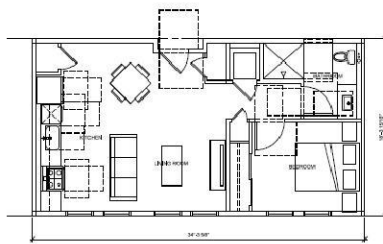
EXHIBIT 5
75A-109



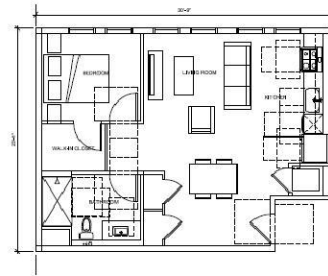
Studio A1 (578 SF) A2 (660 SF) A3 (722 SF)



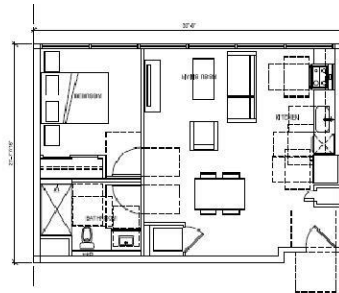
Studio A4 (547 SF)



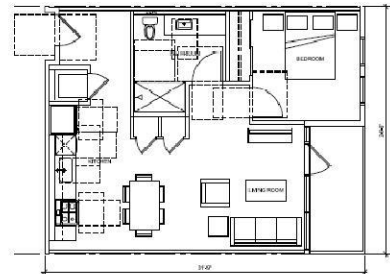
1 BR B1 (625 SF)



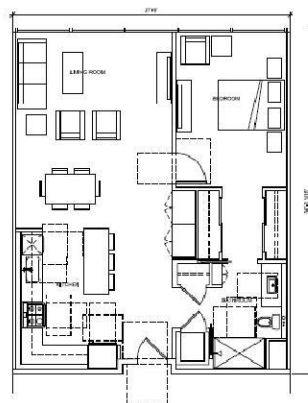
1 BR B2 (680 SF)



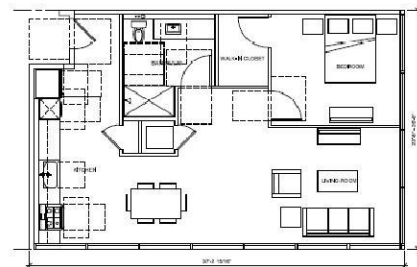
1 BR B3 (660 SF)



1 BR B4 (703 SF)

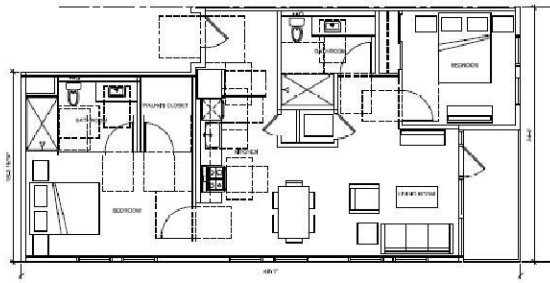


1 BR B5 (937 SF)

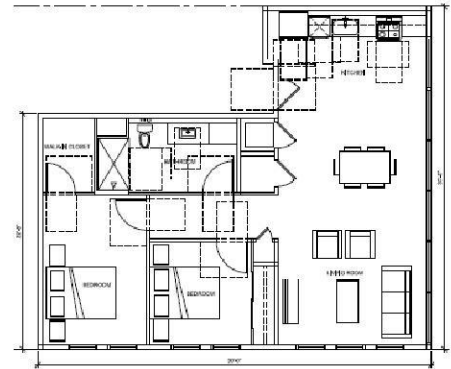


1 BR B6 (860 SF) B7 (968 SF)

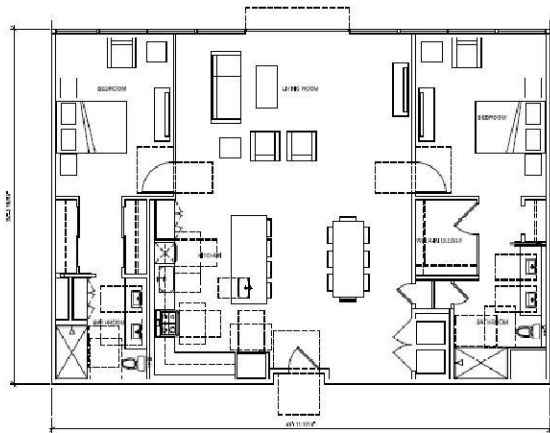
DBA No. 2020-01/SPR No. 2020-01/SPR No. 2020-02/VAR No. 2020-05/TPM No. 2020-02
 201 West Third Street
 Third & Broadway Mixed-Use Development
Exhibit 5 – Residential Unit Floor Plans



2 BR C1 (1,002 SF)



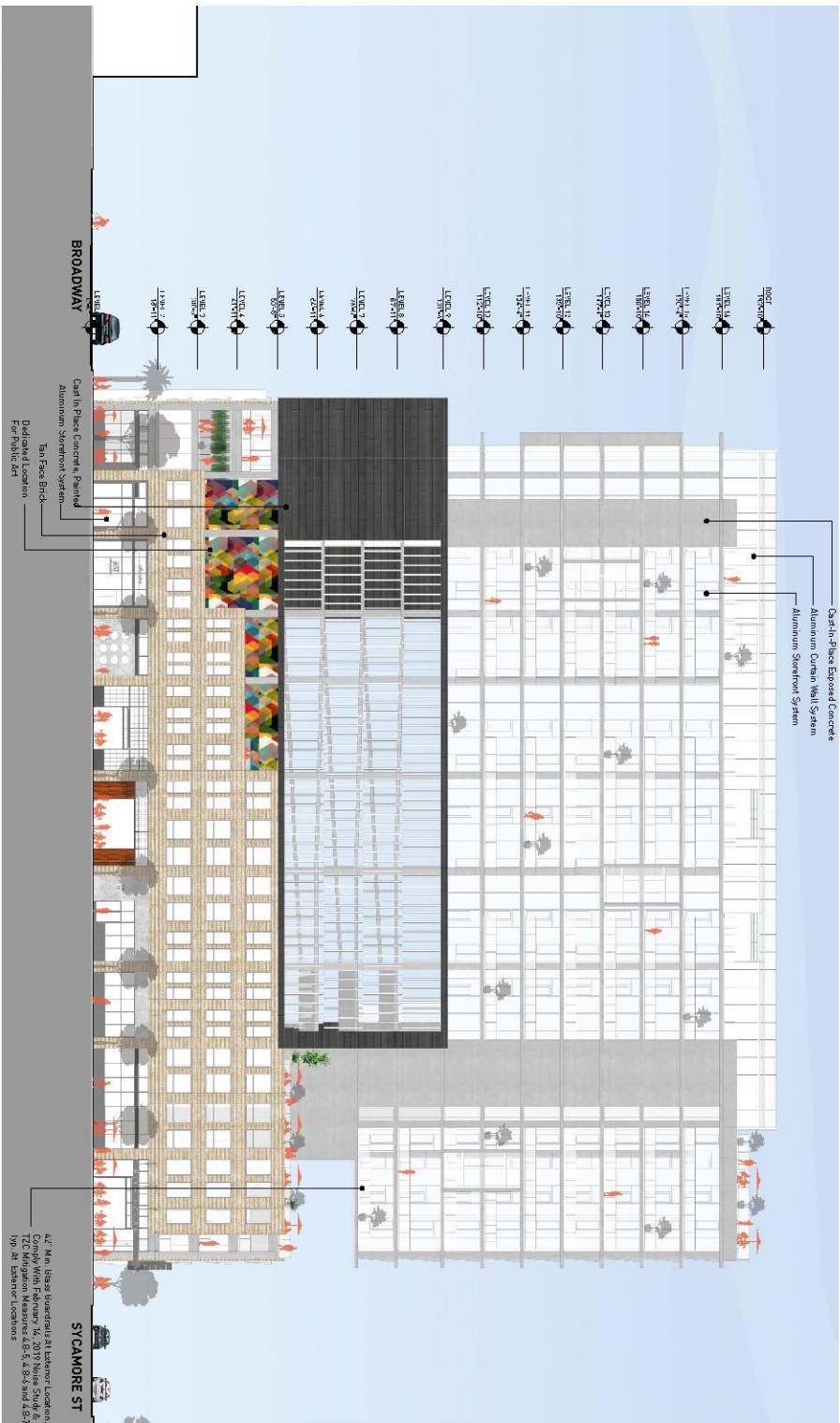
2 BR C2 (1,025 SF)



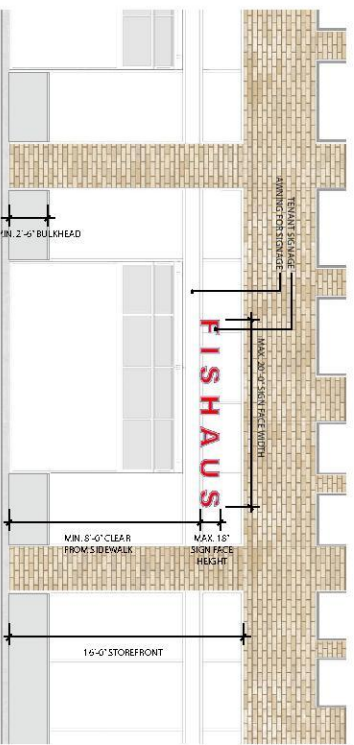
Penthouse P1 (1,637 SF) P2 (1,616 SF)

DBA No. 2020-01/SPR No. 2020-01/SPR No. 2020-02/VAR No. 2020-05/TPM No. 2020-02
 201 West Third Street
 Third & Broadway Mixed-Use Development
Exhibit 5 – Residential Unit Floor Plans

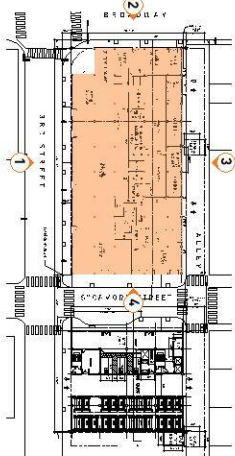
EXHIBIT 6
75A-112



1 South Elevation



3 Enlarged Typical Storefront Elevation



75A-113



75A-114

2 West Elevation

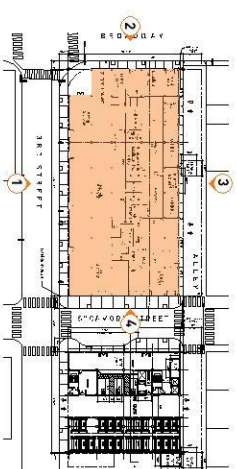


September 10, 2020 | Caribou Industries | 3rd & Broadway | 15150

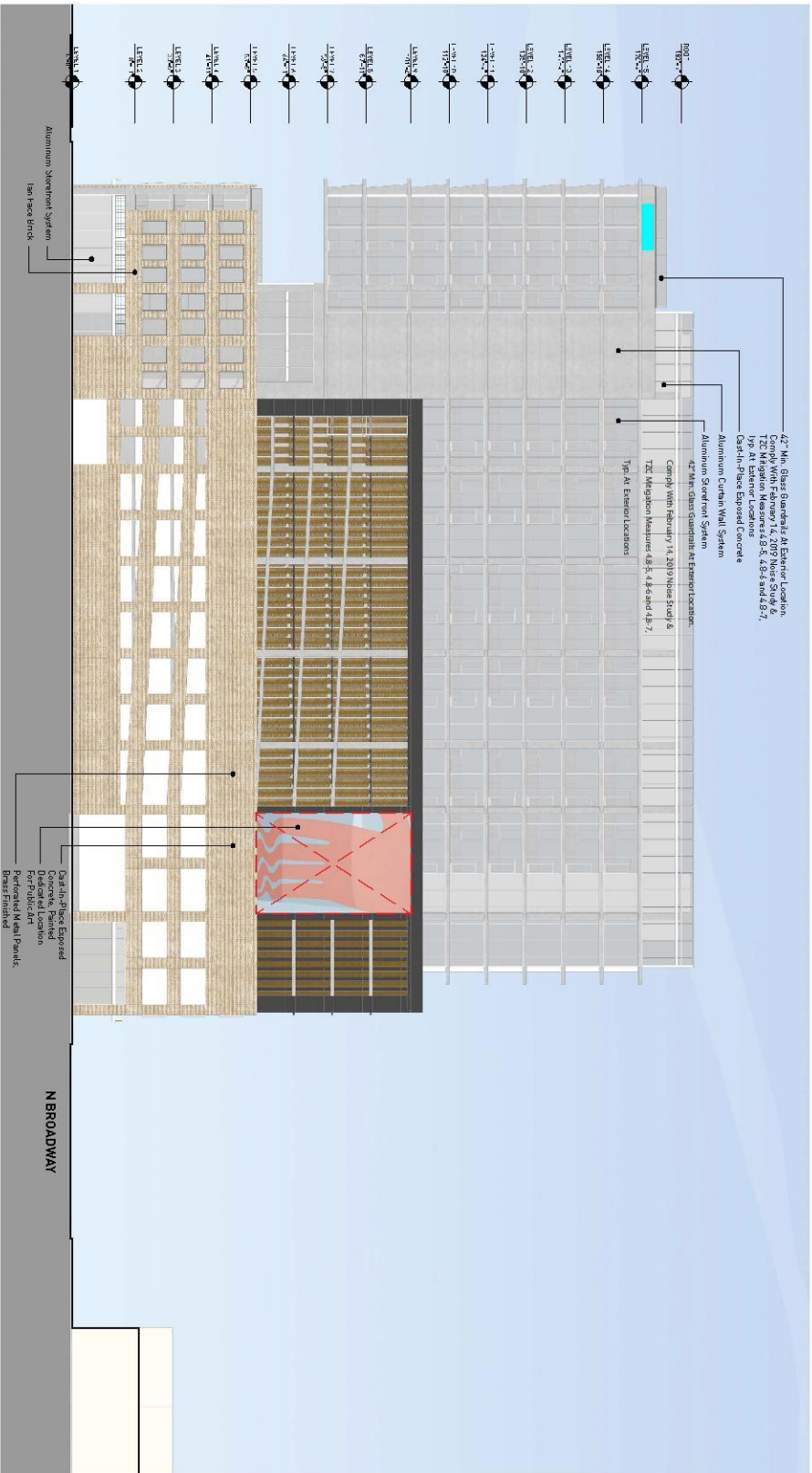


DBA No. 2020-01/SPR No. 2020-01/SPR No. 2020-02/VAR No. 2020-05/TPM No. 2020-02 201 West Third Street

Third & Broadway Mixed-Use Development
Exhibit 6 – Mixed-Use Building Elevations

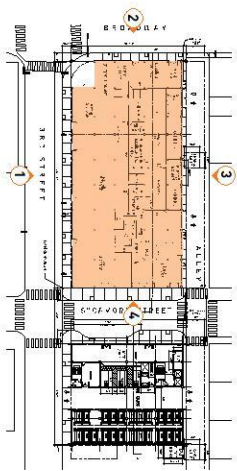


Design Residential Tower Elevations



75A-115

3 North Elevation



Design Residential Tower Elevations

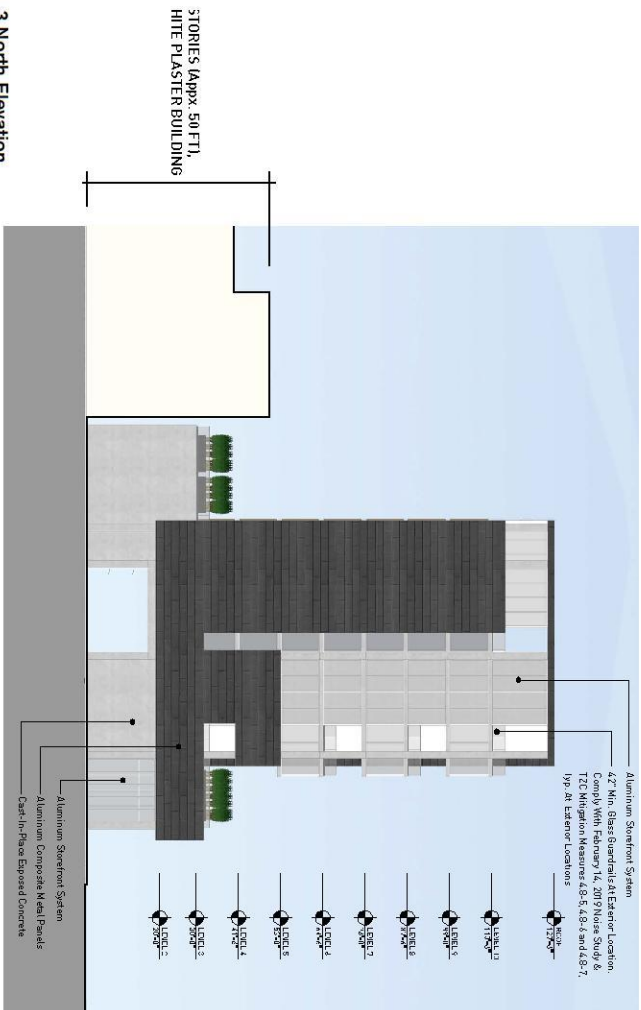
studson_eleven 24

September 10, 2020 | Caribou Industries | 3rd & Broadway | 15150

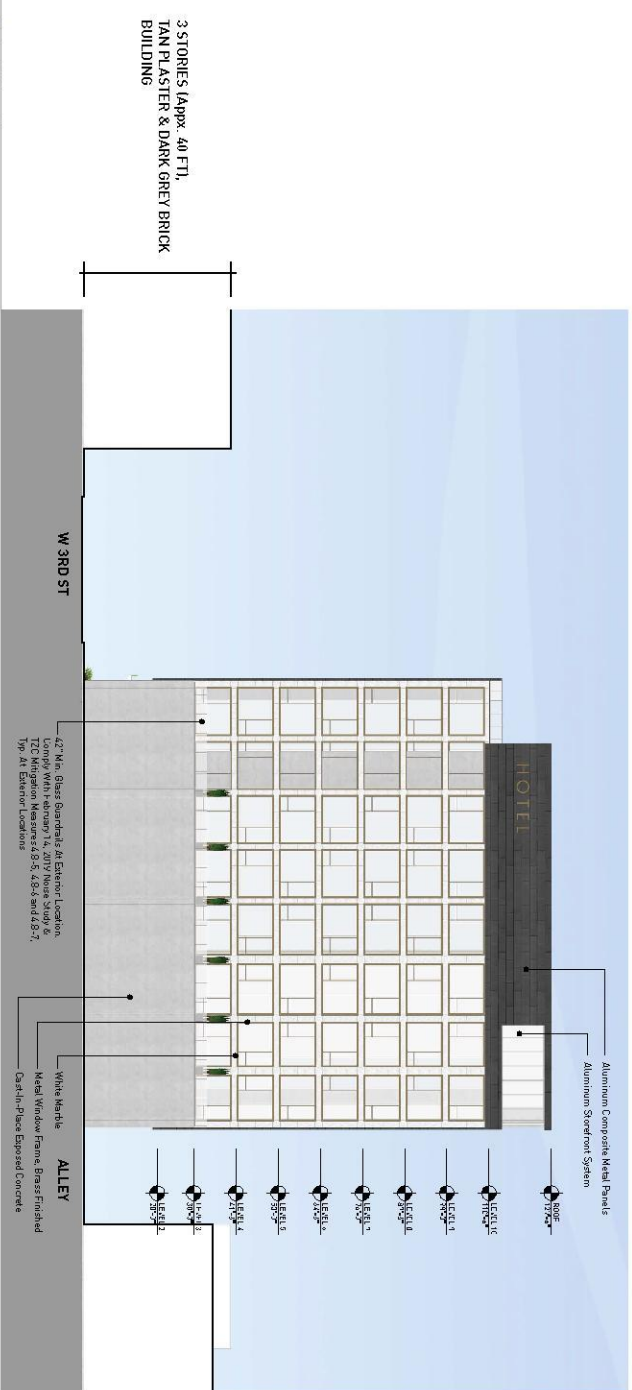
DBA No.: 2020-01/SPR No.: 2020-01/SPR No.: 2020-02/VAR No.: 2020-05/TPM No.: 2020-02 201 West Third Street

Third & Broadway Mixed-Use Development
Exhibit 6 – Mixed-Use Building Elevations

EXHIBIT 7
75A-117



3 North Elevation



4 East Elevation

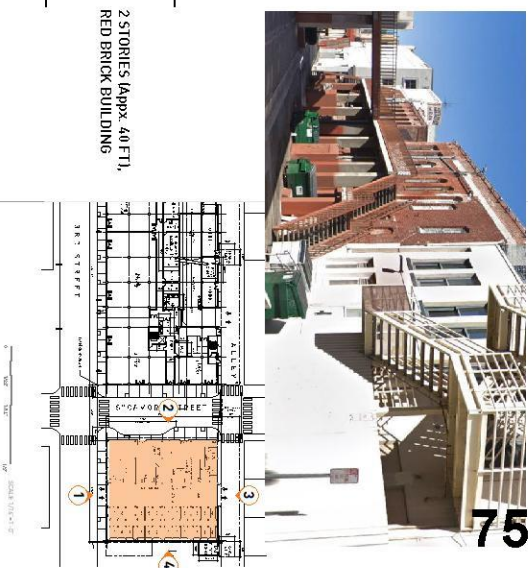
September 10, 2020 | Carhou Industries | 3rd & Broadway | 15150

DBA No. 2020-01/SPR No. 2020-01/SPR No. 2020-02/VAR No. 2020-05/TPM No. 2020-02 201 West Third Street

Third & Broadway Mixed-Use Development
Exhibit 7 – Hotel Elevations

Design Hotel Tower Elevations

studioeleven

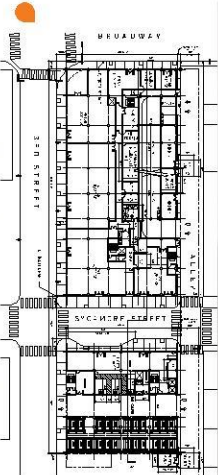


75A-119

EXHIBIT 8
75A-120



75A-121

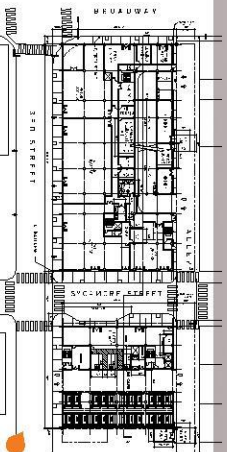


September 10, 2020 | Caribou Industries | 3rd & Broadway | 15150

DBA No. 2020-01/SPR No. 2020-01/SPR No. 2020-02/VAR No. 2020-05/TPM No. 2020-02 201 West Third Street
Third & Broadway Mixed-Use Development
Exhibit 8 - Mixed-Use Development Rendering



75A-122



September 10, 2020 | Caribou Industries | 3rd & Broadway | 15150

DBA No. 2020-01/SPR No. 2020-01/SPR No. 2020-02/VAR No. 2020-05/TPM No. 2020-02 201 West Third Street

Third & Broadway Mixed-Use Development

Exhibit 9 - Hotel Rendering

Design Project Views

studio^{eleven}

35

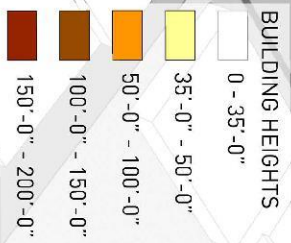
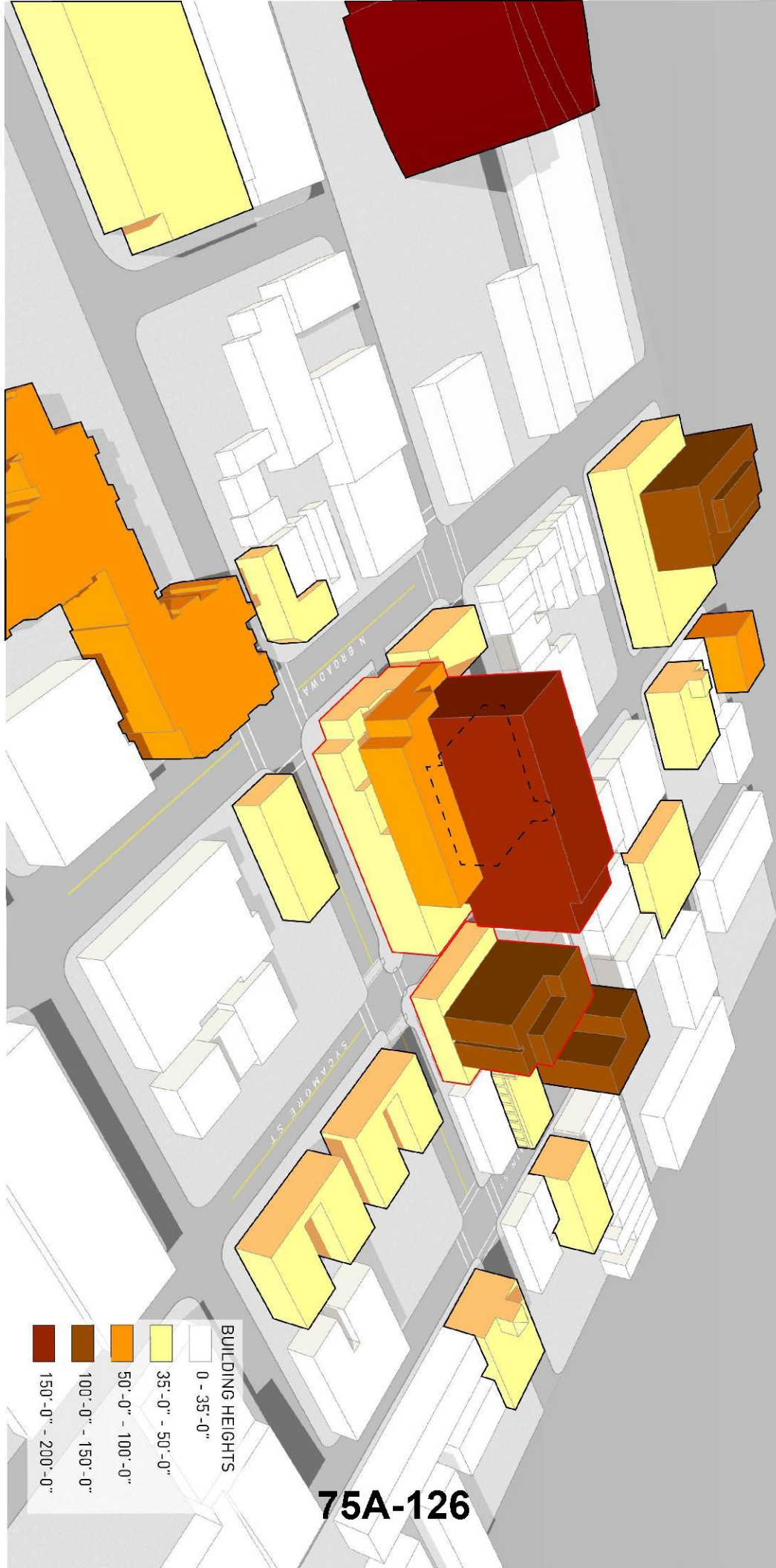


DBA No. 2020-01/SPR No. 2020-01/SPR No. 2020-02/VAR No. 2020-05/TPM No. 2020-02 201 West Third Street
 Third & Broadway Mixed-Use Development
 Street Rendering

September 10, 2020 | Carhou Industries | 3rd & Broadway | 15150

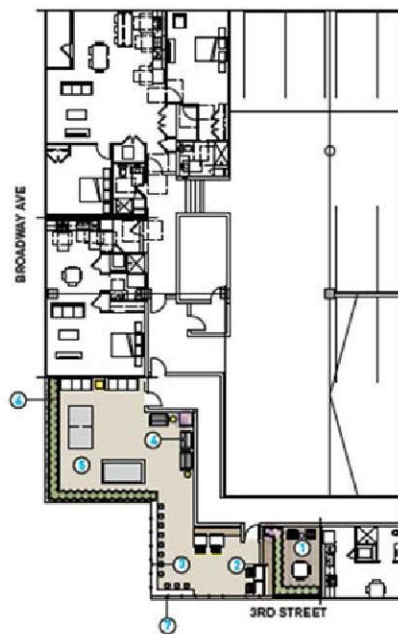


75A-125

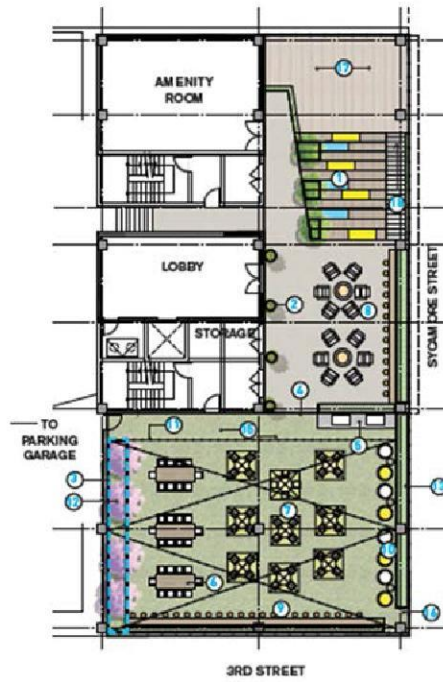


75A-126

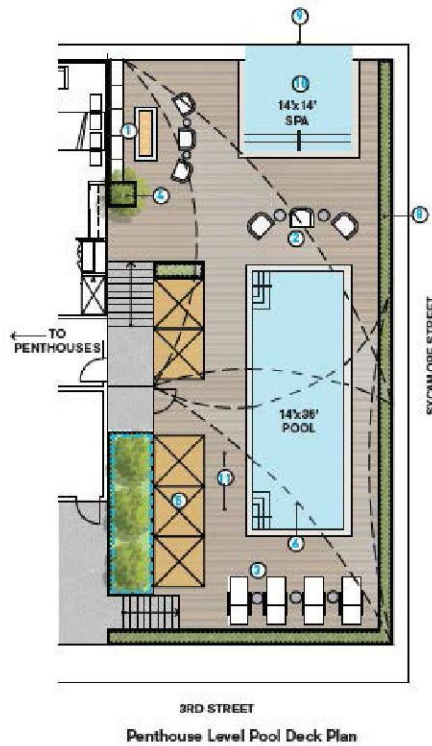
EXHIBIT 9
75A-127



3rd Floor Community Roof Deck Plan



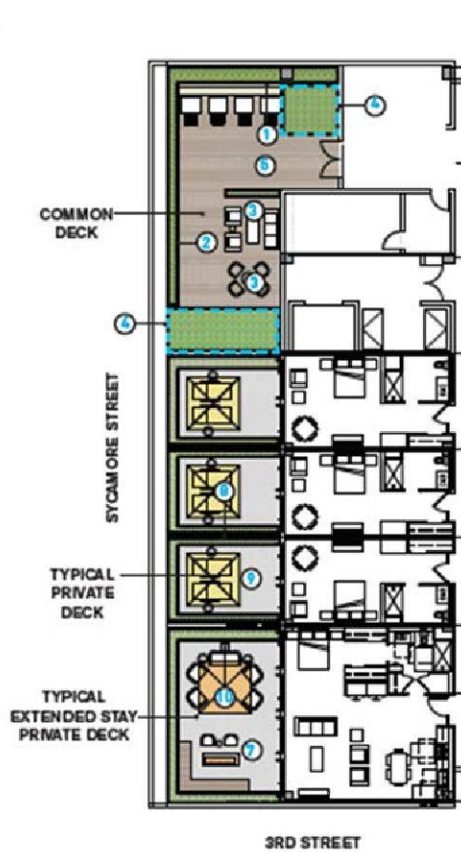
5th Floor Event Roof Deck Plan



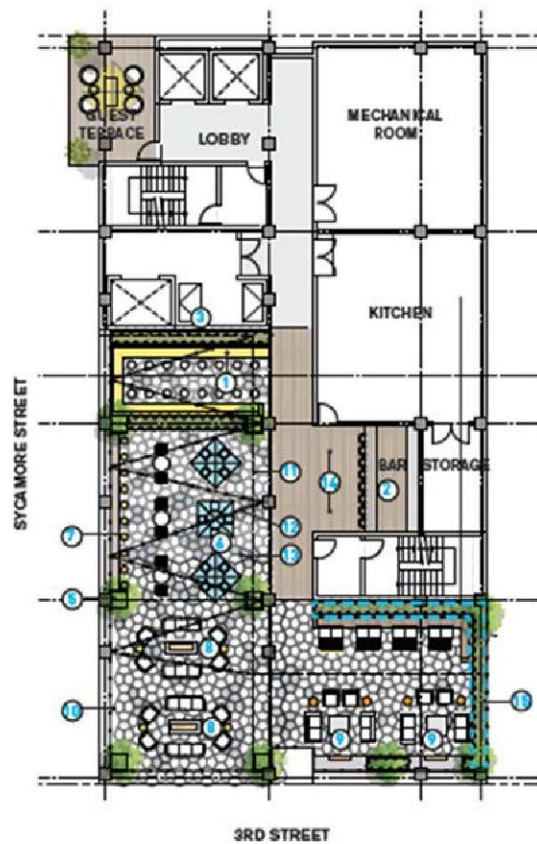
Penthouse Level Pool Deck Plan

DBA No. 2020-01/SPR No. 2020-01/SPR No. 2020-02/VAR No. 2020-05/TPM No. 2020-02
201 West Third Street

Third & Broadway Mixed-Use Development
Exhibit 9 – Mixed-Use On Site Open Space



Hotel 3rd Floor Common Deck &
Typical Private Patio



Hotel 10th Floor Bar & Lounge Deck Plan

DBA No. 2020-01/SPR No. 2020-01/SPR No. 2020-02/VAR No. 2020-05/TPM No. 2020-02
201 West Third Street
Third & Broadway Mixed-Use Development
Exhibit 9 – Hotel On Site Open Space

EXHIBIT 10
75A-130

Conformance to Development Parcel 1 Mixed-Use Development

Required by the Transit Zoning Code	Provided
Lined Block Building Type Height (Table DT-1): 1. Minimum - 2 stories 2. Maximum - 10 Stories	Approval of a Density Bonus Agreement Concession 1 Required per California Government Code Section 65915(d)(2)(B); 16 Stories
Parking Driveway Width (Table DT-5): 2-Way Driveway: 20'0" minimum and 25'0" maximum.	Complies; 2-Way Driveways: 20'0"
Parking (Table DT-6): 1. Standard: 2 stalls per unit minimum and 0.15 stalls per unit guest, and 1/400 square feet of commercial space. <ul style="list-style-type: none"> ○ Requires (402 total): 342 residential space, 26 guest spaces and 34 commercial parking spaces required 	Approval of a Density Bonus Agreement Parking per California Government Code Section 65915(p)(1); <u>Residential:</u> 196 stalls (<i>Per Affordable Housing Plan, State of California Government Code Section 65915(p)(1):</i> <ul style="list-style-type: none"> • Studio to 1 bedroom – 1 stall • 2 to 3 bedrooms – 2 stalls <u>Commercial:</u> 0 Stalls (1/400 sf) <ul style="list-style-type: none"> • Per Parking Management Plan, up to 318 onsite parking spaces may be provided with valet service (1.85 per unit onsite parking ratio) • Per Parking Management Plan, up to 50 additional parking spaces available offsite (2.15 per unit parking ratio)
Setbacks (Table DT-2): 1. Front Yard – 0'0" min, 0'0" max 2. Street Side – 0'0" min, 10'0" max 3. Side Yard – 0'0" min, no max 4. Rear Yard – 15'0" min, no max 5. Alley Yard – 3'0" min, no max	Complies; never more than 10'0" maximum.
Frontage Type (Table DT-4): 1. Arcade – Min 50% of Frontage 2. Gallery – Min 50% of Frontage 3. Shopfront – Min 75% of Frontage 4. Forecourt – Max 50% of Frontage (remainder of frontage per permitted types) 5. Stoop – Max 50% of Frontage	Complies; Broadway: 100% Shopfront 3 rd Street: 100% Shopfront Sycamore Street: 100% Shopfront
Building Types Allowed (Table BT-1): Flex Block, Lined Block, Stacked Dwellings, Courtyard Housing, Live-Work, Tuck Under	Complies; Lined Block
Lined Block Width and Depth (Table BT-1): Width – Min 125'0" and Max 300'0" Depth – Minimum 100'0"	Complies; 1. Width – 276'0" 2. Depth – 145'0"
Lined Block Access Standards (Sec. 41-2023): 1. The main entrance to each ground floor shall be directly from the street. 2. Entrance to residential portions of the building shall be through a dedicated street level lobby, or through a dedicated podium lobby accessible from the street of through a side yard. 3. Access to each unit above the second level, not accessed through a podium, shall be through an interior corridor of at least 6'0" with recessed doors or seating alcoves/offsets at least every 100'0". 4. Each level of the building shall have access to the garage via an elevator.	Complies; All requirements met and shown in plan sheets.

DBA No. 2020-01/SPR No. 2020-01/SPR No. 2020-02/VAR No. 2020-05/TPM No. 2020-02

201 West Third Street

Third & Broadway Mixed-Use Development

Exhibit 10
75A-131

Required by the Transit Zoning Code	Provided
Lined Block Parking Standards (Sec. 41-2023): 1. All parking shall be in an underground or above-ground garage, tuck under parking, or combination thereof. 2. Dwellings shall have indirect access to their parking stall(s).	Complies; The building provides parking via an underground and above-ground garage. All dwellings will have indirect access to parking stalls.
Lined Block Open Space Standards (Sec. 41-2023): 1. The common open space shall be designated as a courtyard, or in the front as a forecourt. This area shall be equal to 15% of the lot and shall be open to the sky. 2. Minimum courtyard width of 20'0" when running EW and 15'0" when running NS. 3. 20'0" wide courts only permit architectural projections on two opposing sides. 4. Private open space for each dwelling unit and no less than 50 SF and not less than 6'0" in each direction. 5. Private open space can be substituted for common open space or common interior space at an equivalent square footage. The minimum dimension of this space shall be 15'0" in each direction.	Approval of a Density Bonus Agreement per California Government Code Section 65915(e)(1); 1. Required (Common + Private): 13,567SF Provided (Common + Private): 18,208 SF 2. Complies with dimensions 3. Complies with dimensions 4. 55 units do not have private open space and the minimum dimension if 5' in some directions. 5. See #1 above
Lined Block Landscape Standards (Sec. 41-2023): 1. If a front yard is present, one 24" box tree per 25'0" lineal feet shall be provided. 2. Six (6) 5-gallon shrubs and ten (10) 1-gallon size shrubs or ground cover per required tree. 3. Courtyards located above garages shall avoid the sensation of forced podium hardscape. 4. Trees in the front yard may not exceed 12-15' in height at maturity and must be suitable for built in concrete planters or containers with a 36-inch width. 5. One 36" box tree is required per courtyard that meets the minimum dimensions. For courtyards that exceed minimum dimensions, two or more 24-inch box small size trees may be substituted. 6. If a rear yard is present, at least one (1) 36" box tree per 30'0" lineal feet shall be planted. 7. If a side yard is present, at least one (1) 24" box tree per 30'0" lineal feet shall be provided.	1. N/A 2. Plan check 3. Complies 4. N/A 5. Plan check 6. N/A 7. N/A
Lined Block Frontage Standards (Sec. 41-2023): Entry door oriented to street/courtyard when fronting to one. Service rooms-oriented backing to corridors.	All requirements met and shown in plan sheets.
Lined Block Building Size and Massing Standards (Sec. 41-2023): 1-4 (<i>Standards Noted and Met</i>) 5. Max Ratios of each Story: a. Ground Floor – 100% b. Level 2 – 100% c. Level 3-5 – 85% d. Level 6 + – 85%	Approval of a Density Bonus Agreement Concession 2 Required per California Government Code Section 65915(d)(2)(B); Building Max Ratios: 1-4 Complies a. Ground Floor – 99% b. Level 2 – 99% c. Level 3 – 94% d. Levels 4- 16 – 50 to 85%

Conformance to Development Parcel 2 Hotel Development

Required by the Transit Zoning Code	Provided
Flex Block Building Type Height (Table DT-1): 1. Minimum - 2 stories 2. Maximum - 10 Stories	Complies; 10 Stories
Parking Driveway Width (Table DT-5): 1-Way Driveway: 8'0" minimum and 12'0" maximum 2-Way Driveway: 20'0" minimum and 25'0" maximum.	Complies; 2-Way Driveway: Project's driveway 23'6" and 1-Way Driveway 12'
Parking (Table DT-6): 1. Standard: 1/400 square feet of commercial space. o 158 parking spaces required	Variance Required to provided parking per SAMC Section 41-1344 Hotels and Motels. 1 space per guest room, plus 1 space for each 10 rooms and use of mechanical stacker system; o 83 spaces provided via 4 ADA_spaces, 42 mechanical stacker spaces and 37 reserved valet parking spaces within mixed-use parking structure
Setbacks (Table DT-2): 1. Front Yard – 0'0" min, 0'0" max 2. Street Side – 0'0" min, 10'0" max 3. Side Yard – 0'0" min, no max 4. Rear Yard – 15'0" min, no max 5. Alley Yard – 3'0" min, no max	Complies; never more than 10'0" maximum.
Frontage Type (Table DT-4): 1. Arcade – Min 50% of Frontage 2. Gallery – Min 50% of Frontage 3. Shopfront – Min 75% of Frontage 4. Forecourt – Max 50% of Frontage (remainder of frontage per permitted types) 5. Stoop – Max 50% of Frontage	Complies; 3 rd Street: 100% Shopfront Sycamore Street: 100% Shopfront
Building Types Allowed (Table BT-1): Flex Block, Lined Block, Stacked Dwellings, Courtyard Housing, Live-Work, Tuck Under	Complies; Flex Block
Flex Block Width and Depth (Table BT-1): Width – Min 75'0" and Max Depth – Minimum 100'0"	Complies; 1. Width – 156'0" 2. Depth – 145'0"
Flex Block Access Standards (Sec. 41-2022): 1. The main entrance to each ground floor shall be directly from the street. 2. Entrance to residential portions of the building shall be through a dedicated street level lobby, or through a dedicated podium lobby accessible from the street of through a side yard. 3. Access to each unit above the second level, not accessed through a podium, shall be through an interior corridor of at least 6'0" with recessed doors or seating alcoves/offsets at least every 100'0". 4. Each level of the building shall have access to the garage via an elevator.	Complies; All requirements met and shown in plan sheets.
Flex Block Parking Standards (Sec. 41-2022): 1. Required parking shall be accommodated in an underground garage, surface parking, tuck under parking, or a combination thereof.	Complies; The building provides parking via an underground and above-ground garage. All dwellings will have indirect access to parking stalls.

DBA No. 2020-01/SPR No. 2020-01/SPR No. 2020-02/VAR No. 2020-05/TPM No. 2020-02

201 West Third Street

Third & Broadway Mixed-Use Development

Exhibit 10
75A-133

Required by the Transit Zoning Code	Provided
2. Dwellings shall have indirect access to their parking stall(s).	
Flex Block Open Space Standards (Sec. 41-2022): 1. The common open space shall be designed as a courtyard, or in the front as a forecourt. This area shall be equal to 15 percent of the lot and shall be open to the sky. Courtyards may be located on the ground or on a podium. Side yards may also be formed to provide outdoor patios connected to ground floor commercial uses to serve as additional open space. 2. Minimum courtyard width of 40'0" when running EW and 30'0" when running NS. 3. 40'0" wide courts only permit architectural projections on two opposing sides. 4. Private open space for each dwelling unit and no less than 50 SF and not less than 6'0" in each direction. 5. Private open space can be substituted for common open space or common interior space at an equivalent square footage. The minimum dimension of this space shall be 15'0" in each direction.	1. Required (Common): 5,609 SF Provided: 10,367 SF Complies All requirements met and shown in plan sheets.
Flex Block Landscape Standards (Sec. 41-2022): 1. If a rear yard is present, one 36" box tree per 30'0" lineal feet shall be provided. 2. Courtyards located over garages shall be designed to avoid the sensation of forced podium hardscape. 3. Sideyard trees shall be placed to create a particular sense of place at a rate of one (1) 24-inch box tree per 30 lineal feet 4. If a front yard is present, at least one (1) 24-inch box tree per 25 lineal feet shall be planted. The trees may be placed in groups in order to achieve a particular design. 5. One 36" box tree is required per courtyard that meets the minimum dimensions. For courtyards that exceed minimum dimensions, two or more 24-inch box small size trees may be substituted. 6. Six (6) 5-gallon sized shrubs, ten (10) one-gallon size herbaceous perennials/shrubs and turf or acceptable dry climate ground covers shall be planted for every required tree. 7. If a rear yard is present, at least one (1) 36" box tree per 30'0" lineal feet shall be planted.	1. N/A 2. Plan check 3. Complies 4. N/A 5. Plan check 6. N/A 7. N/A
Flex Block Frontage Standards (Sec. 41-2022): Entry door oriented to street/courtyard when fronting to one. Service rooms-oriented backing to corridors.	All requirements met and shown in plan sheets.
Building Size and Massing Standards (Sec. 41-2022): 1-4 (<i>Standards Noted and Met</i>) 6. Max Ratios of each Story: a. Ground Floor – 100% b. Level 2 – 100% c. Level 3-5 – 85% d. Level 6 + – 85%	Building Max Ratios: 1-4 Complies a. Ground Floor – 95% b. Level 2 – 98% c. Level 3 to 10 35 to 61%

EXHIBIT 11
75A-135

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

City of Santa Ana
Clerk of the Council
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, California 92702
Attention: Clerk of the Council

*Free Recording pursuant to
Government Code 27383*

DENSITY BONUS HOUSING AGREEMENT

This DENSITY BONUS HOUSING AGREEMENT ("Agreement"), made and entered into this ____ day of _____, 2020, by and between the City of Santa Ana, a charter city and municipal corporation of the State of California ("City"), and Caribou Industries, Inc., a Nevada corporation ("Developer"). City and Developer are sometimes referred to collectively as the "Parties" and individually as a "Party."

RECITALS

A. The City owns that certain property located within the City of Santa Ana, County of Orange, State of California, commonly known as 201 West 3rd Street, Santa Ana, California, 92701, and legally described as set forth in Exhibit A attached hereto and incorporated herein by this reference as if set forth in full ("Property").

B. Based on the reasons identified in the Disposition and Development Agreement between the Parties, the City desires to convey the Property and the Developer desires to accept the Property for the purpose of development of the Project as defined herein.

C. Developer is proposing to construct a mixed use commercial and residential development consisting of one-hundred and seventy-one (171) residential rental units and 13,419 square feet of commercial space on the Property, in addition to a parking structure and hotel, as more particularly set forth in Density Bonus Application No. 2020-01 and Site Plan Review No. 2020-01 ("Project").

D. Santa Ana Municipal Code sections 41-1600, *et seq.* ("City Density Bonus for Affordable Housing"), and California Government Code sections 65915, *et seq.* ("State Density Bonus Law"), set forth a process to provide increased residential densities and/or incentives, concessions, or waivers to property owners or developers who guarantee that a portion of their residential development will be available to low income, very-low income, or senior (also known as "qualified") households. These regulations are intended to materially assist the housing industry in providing adequate and affordable housing for all economic segments of the community and to provide a balance of housing opportunities for very-low income, low income and senior households throughout the city.

DBA No. 2020-01/SPR No. 2020-01/SPR No. 2020-02/VAR No. 2020-05/TPM No. 2020-02

201 West Third Street

Third & Broadway Mixed-Use Development

Exhibit 11 - Density Bonus Agreement

75A-136

E. The Project is proposing a total number of one-hundred and seventy-one (171) residential units, including eleven (11) percent (nineteen (19) units) for very-low income households. Accordingly, the Developer is able to seek an onsite parking standards incentive, concessions and waivers pursuant to the California Government Code because the Project will include onsite affordable units. Specifically, pursuant to California Government Code section 65915(p)(1), the Developer is seeking a reduction to provide onsite parking at the ratio of one (1) stall for studio or one-bedroom units, and two (2) stalls for two- to three-bedroom units, a concession for open space, and a concession for massing pursuant to California Government Code section 65915(d)(1), as well as waivers for building height and floor area pursuant to California Government Code Section 65915(e)(1) .

F. The Project complies with the affordable housing requirements set forth in the State Density Bonus Law and City Density Bonus for Affordable Housing. For purposes of this Agreement, the Project shall be the "housing development" as defined in the State Density Bonus Law.

G. In light of the purpose of the State Density Bonus Law and City Density Bonus for Affordable Housing, and the express provisions of Government Code section 65915(p), the City has determined to grant Developer's application for density bonus and related onsite parking standards incentive, two concessions and waivers.

H. This Agreement, and the exhibits attached hereto and incorporated herein by reference, are intended to set forth the terms and conditions for the implementation of the Project's requirement to provide affordable housing units in exchange for receiving the density bonus incentive set forth herein.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein by this reference, and of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS

1.1 Definitions. In addition to the terms that may be defined elsewhere in this Agreement, the following terms when used in this Agreement shall be defined as follows:

1.1.1 **"Adjusted for family size appropriate to the unit"** shall have the meaning set forth by Health and Safety Code Section 50052.5(h). .

1.1.2 **"Affordable Rent"** means the maximum Monthly Rent that may be charged to and paid by an Eligible Household for the Affordable Units, as required by the terms of this Agreement. The Affordable Rent shall be adjusted to reflect a reasonable utilities allowance for utilities paid by the household using the Santa Ana Housing Authority Multi-Family Housing Utility Allowance Schedule, and shall be updated no less than annually.

1.1.3 **"Affordable Rent Schedule"** means a rent schedule established as of the date of issuance of an occupancy permit (exclusive of tenant utility payments or security deposits) for the required number/percentage of the total number of units in the Project which are to be rented or available for rent to very-low income tenants. Said Affordable Rent Schedule shall be established at the time of the issuance of the occupancy permit ("Initial Rent Schedule") and shall be created in accordance with the Orange County, California Primary Metropolitan Statistical Area ("PMSA") as published by the California Department of Housing and Community Development ("HCD"), adjusted for family size, and shall be updated no less than annually.

1.1.4 **"Affordable Units"** means nineteen (19) units, which shall be comprised of ten (10) studio units, six (6) one-bedroom units, and three (3) two-bedroom units for Very-Low Income Tenants. Any change to the number or distribution of Affordable Units is subject to City Manager approval.

1.1.5 **"Agreement"** means this Density Bonus Housing Agreement.

1.1.6 **"Base Units"** means the one hundred and twenty-seven (127) Units that Developer would be authorized to develop on the Property without application of the State Density Bonus Law.

1.1.7 **"City"** means the City of Santa Ana, California

1.1.8 **"City Council"** means the City Council of the City of Santa Ana.

1.1.9 **"City Attorney"** means the City Attorney for the City of Santa Ana.

1.1.10 **"City Manager"** means the City Manager for the City of Santa Ana.

1.1.11 **"City's Planning Commission"** means the Planning Commission for the City of Santa Ana.

1.1.12 **"Density Bonus Housing Agreement Term"** means the period during which this Agreement shall be in full force and effect, as provided for in Section 6.1 below.

1.1.13 **"Density Bonus Units"** means the forty-four (44) Units in addition to the Base Units that Developer shall develop pursuant to the terms and conditions of this Agreement, of which Developer would not be entitled to develop without providing the Affordable Units. Pursuant to density allowance in the State Density Bonus Law, Developer would be allowed up to forty-five (45) Density Bonus Units, but has elected to utilize forty-four (44) Density Bonus Units pursuant to the plans submitted by Developer.

1.1.14 **"Developer"** means Caribou Industries, Inc., a Nevada corporation, and its permitted successors and assigns to all or any part of the Property.

1.1.15 **"Effective Date"** means the date the Developer and the City shall record or cause to be recorded in the Official Records for Orange County, California, an executed original of this Agreement, pursuant to section 4.1 herein.

1.1.16 **"Eligible Household"** means a Household whose income does not exceed the qualifying limit for a "very-low income tenant" as defined herein, which means persons and families whose income does not exceed the qualifying limit for very-low income households.

1.1.17 **"Household"** means all persons residing in a Unit.

1.1.18 **"Median Income"** means the Orange County, California area median income, adjusted for family size appropriate to the unit, as periodically published by HCD.

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

1.1.20 **"Project"** means that certain mixed use commercial and residential development as more particularly described in Recital B and Section 2 of this Agreement.

1.1.21 **"Property"** means that certain real property more particularly described in the legal description in Exhibit A and improvements thereon.

1.1.22 **"State Density Bonus Law"** means Government Code sections 65915, et seq., as they exist on the Effective Date.

1.1.23 **"Unit"** means a residential dwelling unit within the Project to be constructed by Developer pursuant to this Agreement.

1.1.24 **"Unrestricted Units"** means the Units within the Project to be constructed by Developer to a Household without restriction.

1.1.25 **"Very-Low Income Tenant"** means persons and families whose income does not exceed fifty (50%) of the area median income for the Orange County, California PMSA, adjusted for household size, as published by HCD.

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

- 1.2.1 **Exhibit A** – Legal Description of the Property
- 1.2.2 **Exhibit B** – Tenant Verification
- 1.2.3 **Exhibit C** – Annual Tenant Recertification
- 1.2.4 **Exhibit D** – Annual Rental Housing Compliance Report
- 1.2.5 **Exhibit E** – Notice of Affordability Restrictions on Transfer of Property
- 1.2.6 **Exhibit F** – Parking Management Plan
- 1.2.7 **Exhibit G** – Map of Location of Initial Affordable Units
- 1.2.8 **Exhibit H** – Density Bonus Setup Fee

2. DEVELOPMENT OF THE PROPERTY

2.1 Project. Developer shall develop, operate, and maintain the Property as a one-hundred and seventy-one (171) Unit mixed use commercial and residential development, with nineteen (19) Affordable Units for Very-Low Income Tenants.

2.2 Density Bonus. The Project shall have one-hundred and seventy-one (171) Units, including nineteen (19) Affordable Units, to be rented, occupied, operated, and maintained pursuant to the terms and conditions of this Agreement. Developer understands and agrees that Developer is utilizing a thirty-five percent (35%) density bonus increase provided by the State Density Bonus Law (127 Base Units x 35% = 45 State Density Bonus Units) for a total of 171 units. Although Developer has a right to construct up to forty-five (45) State Density Bonus Units on the Property, Developer has elected to construct or develop, or otherwise claim a right to construct or develop, no more than forty-four (44) State Density Bonus Units on the Property.

2.3 Development Concessions, Incentives, and Waivers. As set forth in the City entitlements, Developer petitioned for and is hereby granted the following concessions, incentives, and waivers as part of the approval of Density Bonus Agreement No. 2020-01 for the Project:

2.3.1 The onsite parking standards for the Project shall be reduced from 2.15 parking spaces per unit to 1.15 spaces per unit pursuant to California Government Code sections 65915(p)(1), which provides onsite parking at the ratio of one (1) stall for studio or one-bedroom units, and two (2) stalls for two- to three-bedroom units, for a total of 196 onsite parking spaces for the Project.

2.3.2 The General Plan Land Use Element Downtown District Center floor area ratio maximum of 3.0 shall be waived in accordance with Government Code Section 65915(e)(1), as such a maximum floor area for the development site of 4.2 with floor area as defined by California Government Code Section 65917.2(a)(2) shall be permitted for the development site.

2.3.3 The Santa Ana Municipal Code Section 41-2011(a) Lined Block Building Type 10-story maximum development standard for this Project shall be waived in accordance with Government Code Section 65915(c)(1), as such sixteen stories shall be a permitted for the Project.

2.3.4 The Santa Ana Municipal Code Section 41-2023(f) Open Space development standard for this Project shall be modified in accordance with Government Code Section 65915(d)(1), as such the common open space shall be provided as roof decks on various building levels for the Project.

2.3.5 The Santa Ana Municipal Code Section 41-2023(i) Massing development standard for this Project shall be modified in accordance with Government Code Section 65915(d)(1), as such the massing ratio for level three shall be permitted at 94 percent for the Project.

2.4 No Further Concessions, Incentives, or Waivers. Developer acknowledges and agrees that the concessions, incentives, and waivers set forth in section 2.3 above fully satisfies any duty City may have under the Santa Ana Municipal Code, the Density Bonus Law, or any other law or regulation to provide any development incentive or to waive any building, zoning, or other requirement in return for providing Affordable Units. By this Agreement, Developer releases any and all claims Developer may have against City in any way relating to or arising from City's obligation to waive requirements of or provide development incentives pursuant to any state, federal, or local law, rule, or regulation applicable to the Project.

2.5 Unrestricted Units. The Project, for purposes of this Agreement, may have no more than one-hundred and fifty-two (152) Unrestricted Units comprised of eighty-five (85) studio units, forty-five (45) one-bedroom units and twenty-two (22) two-bedroom units. Any change to the unit distribution of the Unrestricted Units may affect the comparability of the Affordable Units and is subject to City Manager approval.

2.6 Affordable Units. The Project, for purposes of this Agreement, shall have no less than nineteen (19) Units, which shall be comprised of ten (10) studio units, six (6) one-bedroom units, and three (3) two-bedroom units, designated as Affordable Units pursuant to the terms and conditions of this Agreement. The Affordable Units shall be consistent with all City approvals, comparable in bedroom distribution and amenities to the Unrestricted Units, and shall be located throughout the Project as required under Santa Ana Municipal Code section 41-1602(c)(6).

2.7 Minimum Development Standards for Affordable Units. The Affordable Units shall be constructed with the same exterior appearance and interior features, fixtures, and amenities, and shall use the same type and quality of materials as provided for any Unrestricted Units.

2.8 Permits and Processing; Compliance with Laws. Developer, at its sole cost and expense, shall secure or cause to be secured any and all permits that may be required by City or any other federal, state, or local governmental entity having or claiming jurisdiction over the Property or Project. Upon securing any and all permits, Developer shall carry out and perform the development, operation, and maintenance of the Project in conformity with all applicable federal,

state, and local laws and regulations, and all conditions of approval issued by the City Council and City's Planning Commission for the Project. Any changes to the Project shall be reviewed by the City to determine compliance with this Agreement. If any changes to the Project shall materially alter the ability of Developer to comply with any terms of this Agreement in City's sole determination, then City shall have the option to declare this Agreement null and void in its sole discretion.

2.9 Relocation Prior to Development of Project. If relocation is required prior to the completion of development of the Project, Developer shall have the sole and exclusive responsibility for providing relocation assistance and paying all relocation costs as may be required to comply with applicable federal and state laws and regulations. In addition to any other indemnity provided by Developer under this Agreement, Developer shall indemnify, defend (with counsel of City's choosing and the consent of Developer, which shall not be unreasonably withheld, and which may be joint defense counsel upon City's and Developer's consent), and hold harmless City and all of its officials, officers, employees, representatives, volunteers and agents from any and all alleged or actual claims, causes of action, liabilities, and damages from any third party for relocation assistance, benefits and costs prior to the completion of the development of the Project.

2.10 Local Sourcing Plan. Developer agrees to make a good faith effort to encourage contractors and suppliers to hire and procure locally, to the extent that it is cost effective and does not delay the overall project development schedule.

2.11 Mechanic's Liens; Indemnification. Developer shall take all actions reasonably necessary to remove any future mechanic's liens or other similar liens (including design professional liens) against the Property or Project, or any part thereof, by reason of work, labor, services, or materials supplied or claimed to have been supplied to Developer or anyone holding the Property or Project, or any part thereof, through or under Developer. Prior to the recording of this Agreement (or memorandum thereof) pursuant to Section 4.1 below, Developer shall provide evidence from the Title Company of any new recordings against the Property or Project. City hereby reserves all rights to post notices of non-responsibility and any other notices as may be appropriate upon a filing of a mechanic's lien. In addition to any other indemnity provided by Developer under this Agreement, Developer shall indemnify, defend (with counsel of City's choosing and the consent of Developer, which shall not be unreasonably withheld, and which may be joint defense counsel upon City's and Developer's consent), and hold harmless City and all of its officials, officers, employees, representatives, volunteers and agents from any and all alleged or actual claims, causes of action, liabilities, and damages from any third party by reason of a mechanic's lien or work, labor, services, or materials supplied or claimed to have been supplied to Developer or anyone holding the Property or Project, or any part thereof, through or under Developer.

3. AFFORDABILITY

3.1 Total Affordability Term. Each Affordable Unit shall be restricted to use and occupancy by an Eligible Household for a total period of no less than fifty-five (55) years ("Total Affordability Term"). The Total Affordability Term for an Affordable Unit shall commence on

the date that the building in which the Affordable Unit is located receives all required occupancy permits from the City.

3.2 Memorializing Commencement of Total Affordability Term. Developer shall keep detailed records of the commencement date of the Total Affordability Term for each Affordable Unit. City shall have the right to review and verify said records to ensure that the commencement date specified by Developer for an Affordable Unit coincides with the date that the initial Affordable Unit received all permits from City required for occupancy of the Unit. In the event that a conflict exists between the date specified by Developer for the commencement of the Total Affordability Term for an Affordable Unit and the date specified by City's issuance of all required permits for occupancy of the Unit, the date specified by City's issuance of all required permits for occupancy of the Unit shall control.

3.3 Levels of Affordability.

3.3.1 Very-Low Income Tenants. Developer covenants that no less than nineteen (19) Affordable Units in the Project shall at all times during the Density Bonus Housing Agreement Term be rented to, or held vacant and available for immediate occupancy by Very-Low Income Tenants, at a rent that does not exceed fifty (50%) of the area median income for the Orange County, California PMSA, adjusted for household size, as published by HCD, including an allowance for utilities.

4. OPERATION OF THE PROJECT BY DEVELOPER

4.1 Payment of Density Bonus Setup Fee and Recording of Documents. The Developer must pay the Density Bonus Setup Fee in the amount of fifty-six thousand six hundred ninety-seven dollars and twelve cents (\$56,697.12) prior to the issuance of building permits for the Project. The amount of the Density Bonus Setup Fee is based on the calculation attached herewith as Exhibit H and incorporated herein by this reference. After the payment of the Density Bonus Setup Fee, but before issuance of building permits for the Project, Developer and the City shall record or cause to be recorded in the Official Records for Orange County, California, an executed original of this Agreement. City shall cooperate with Developer in promptly executing in recordable form this Agreement. The date of recording of the Agreement shall be the Effective Date of the Agreement. Upon the date of recording, the terms and conditions of this Agreement shall be binding upon and run with the Property and the Project. It is the express intent and agreement between the Parties that this Agreement shall remain binding and enforceable against the Property, the Project, and the Units to ensure compliance with the State Density Bonus Law and City Density Bonus Law, and to ensure the continued supply of Affordable Units in the Project.

4.2 Rental of Units. Upon the completion of construction of the Project and receipt by Developer of all required permits for the occupancy of the Units, Developer shall rent or cause to be rented each Affordable Unit for the Total Affordability Term for such Affordable Unit in accordance with the terms and conditions set forth in this Agreement, which provide among other terms and conditions for the rental of each Affordable Unit at an Affordable Rent to an Eligible Household for the Total Affordability Term.

4.3 Location of Affordable Units. During the Density Bonus Housing Agreement Term, the Affordable Units shall be dispersed throughout the Project in accordance with the terms and conditions set forth in this Agreement. The Affordable Units shall be permitted to float among all one-hundred and seventy-one (171) apartment Units in the Project. The units shall be evenly distributed among all levels of the project in the one building that comprises the Project. The location of the first nineteen (19) Affordable Units to be occupied is attached herewith as Exhibit G and incorporated herein by reference. Any future changes in the distribution of the Affordable Units requires prior written approval from the City Housing Division.

4.4 Occupancy Levels. The number of persons permitted to occupy each Affordable Unit shall not exceed the occupancy permitted pursuant to Health and Safety Code section 50052.5(h). In the event that a household residing in an Affordable Unit exceeds the permitted number of persons, then that household shall be placed on a waiting list for the appropriate-sized unit and be eligible for transfer when an appropriate-sized unit becomes available. The household will be placed on the waiting list for up to one-hundred and eighty (180) days. If an appropriate-sized unit does not become available during the 180 days, the Developer will have grounds to terminate that household's lease. If the household refuses to transfer to an appropriate-sized unit then the Developer will also have grounds to terminate that household's lease.

4.4.1 Written Notification. Developer shall provide written notification informing the household that: it is over-occupancy; has been placed on a waiting list for up to one-hundred and eighty (180) days; the expiration date of the waiting list; and the terms for terminating the lease. A written status update will be provided to the household at one-hundred and twenty (120) days, ninety (90) days, sixty (60) days and thirty (30) days if applicable.

4.5 Use of the Property. All uses conducted on the Property, including, without limitation, all activities undertaken by the Developer pursuant to this Agreement, shall conform to all applicable provisions of the Santa Ana Municipal Code and other applicable federal, state, and local laws, rules, and regulations. The Project shall at all times during the term of this Agreement be used as an apartment complex and none of the Affordable Units in the Project shall at any time be utilized on a transient basis, nor shall the Property or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home, or be converted to condominium ownership. All of the community facilities and any social programs provided to the Project's residents shall be available on an equal, nondiscriminatory basis to residents of all Units at the Project.

4.6 Maintenance. Developer shall, at all times during the term of this Agreement, cause the Property and the Project to be maintained in a decent, safe and sanitary manner, regardless of cause of the disrepair. Developer shall be fully and solely responsible for costs of maintenance, repair, addition and improvements. City, and any of its employees, agents, contractors or designees shall have the right to enter upon the Property at reasonable times and in a reasonable manner to inspect the Project.

4.7 Marketing and Resident Selection Plan. Each Affordable Unit shall be leased to Eligible Households selected by Developer who meet all of the requirements provided herein.

Prior to Certificate of Occupancy, Developer shall prepare and obtain City's approval, which approval shall not be unreasonably withheld, of a marketing program and resident selection plan for the leasing of the Affordable Units at the Project ("Marketing Program"). The leasing of the Affordable Units shall thereafter be marketed in accordance with the Marketing Program as the same may be amended from time to time with City's prior written approval, which approval shall not unreasonably be withheld. Upon request, Developer shall provide City with periodic reports with respect to the leasing of the Housing Units.

4.7.1 The Marketing Program shall include, but is not limited to, marketing and community outreach activities, proposed tenant selection criteria, occupancy standards, income requirements, timeline and details for outreach and marketing, data collection, record keeping and monitoring, procedures for complaints, and compliance assessment. Components of the resident selection plan shall include, but are not limited to, the application process, interview procedure, apartment offer and assignment, rejected applications, and wait list management. All requirements set forth herein shall be incorporated in the Marketing Program.

4.8 Rental Lease Agreement. Developer shall prepare and obtain City's approval, which approval shall not be unreasonably withheld, of a rental lease agreement ("Lease Agreement"). All Lease Agreements must 1) identify the names and ages of all members of the household who will occupy the Affordable Unit; and 2) state that the Household's right to occupy the Affordable Unit is subject to compliance with the Median Income requirements, adjusted for family size appropriate to the unit, as periodically published by HCD. All Lease Agreements must be consistent with the terms contained in this Density Bonus Agreement.

4.8.1 Prohibited Lease Terms. The Lease Agreement may not contain any of the following provisions:

- (a) Agreement to be Sued. Agreement by the tenant to be sued, to admit to guilt, or to a judgment in favor of the Developer in a lawsuit brought in connection with the lease;
- (b) Treatment of Property. Agreement by tenant that the Developer may take, hold, or sell personal property of household members without notice to tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The Developer may dispose of this personal property in accordance with State law;
- (c) Excusing Developer of Responsibility. Agreement by the tenant not to hold the Developer or the Developer's agent legally responsible for any action or failure to act, whether intentional or negligent;
- (d) Waiver of Notice. Agreement of the tenant that the Developer may institute a lawsuit without notice to the tenant;
- (e) Waiver of Legal Proceedings. Agreement by the tenant that the Developer may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

- (f) Waiver of a Jury Trial. Agreement by the tenant to waive any rights to a trial by jury;
- (g) Waiver of Right to Appeal Court Decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
- (h) Tenant Chargeable with Cost of Legal Action Regardless of Outcome. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the Developer against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

4.9 Selection of Tenants.

4.9.1 Developer shall be responsible for the selection of tenants for the Affordable Units in compliance with lawful and reasonable criteria and the requirements of this Agreement.

4.9.2 Local preference for Santa Ana residents and workers in tenant selection for the Affordable Units shall be a requirement of the Project. Subject to applicable laws and regulations governing nondiscrimination and preferences in housing occupancy required by the State of California, the Developer shall give preference in leasing the Affordable Units to households that live and/or work in the City of Santa Ana or who have an active Housing Choice Voucher issued by the Housing Authority of the City of Santa Ana or any other Public Housing Authority.

4.9.3 All applicants will be screened and "lotterized." A waiting list will be created from a lottery generated from the initial pool of rental applications. The waiting list will track applicant name and contact information, lottery number (or designated number after the initial lottery), household income, household size, status of application, and any other information deemed necessary. The waiting list will be maintained as an electronic file and available for audit by the City of Santa Ana in accordance with resident selection procedures as set forth herein.

4.9.4 Prior to the rental or lease of an Affordable Unit to a tenant(s), Developer shall require the tenant(s) to execute a written lease and to complete a Tenant Income Verification Form (in substantially the form attached hereto as Exhibit B) certifying that the tenant(s) occupying the Affordable Unit is/are an Eligible Household and otherwise meet(s) the eligibility requirements established for the Affordable Unit. Developer shall verify the income of the tenant(s) as set forth herein.

4.10 Income Verification and Certification.

Developer agrees to make a good faith effort to verify that the income and asset statement provided by an applicant in an income certification is accurate by taking, at a minimum, at least one of the following steps as a part of the verification process: (1) obtain three months consecutive pay stubs for the most recent pay period, (2) obtain an income tax return for the most recent tax year, (3) obtain an income verification form from the applicant's current employer, (4) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies, or

(5) if the applicant is unemployed and has no such tax return, obtain another form of independent verification.

4.10.1 Gross Household Income. Gross household income means all income from whatever source from all Adult Household members, which is anticipated to be received during the 12-month period following the date of the determination of Gross Household Income. The applicable sources of income are defined in California Code of Regulations Title 25 Housing and Community Development Section 6914.

4.10.2 Annual Recertification. Developer agrees to recertify household eligibility annually. Notification of Annual Tenant Recertification shall be sent to the household in substantially the form attached hereto as Exhibit C. An Annual Rental Housing Compliance Report ("Annual Compliance Report") shall be sent to the City in substantially the form attached hereto as Exhibit D. The Annual Compliance Report shall be due to the City within 30 days of the anniversary of the commencement of the Total Affordability Term, which is the date that each building receives all required occupancy permits from the City.

4.10.3 Continued Income Qualification and Vacated Affordable Units. If the annual recertification demonstrates that a previously eligible tenant's gross household income exceeds the Median Income for the Affordable Unit, the pertinent actions from the following list must be taken:

- (a) The Developer may offer to rent the unit to the previously, but no longer, Eligible Household as an Unrestricted Unit without any limitations on rental rates. In that case, the Developer must then make available for rent to an Eligible Household another unit within the Project that meets the size and location requirements for Affordable Units under this Density Bonus Agreement. If there are no vacant units meeting those requirements, then the next available unit within the Project which does meet those requirements must be rented to an Eligible Household.
- (b) If the no longer Eligible Household either moves to another Unrestricted Unit within the Project or leaves the Project altogether, then the vacated Affordable Unit or, at Developer's election any other Unrestricted Unit within the Project which meets the size and location requirements for Affordable Units under this Density Bonus Agreement and has the same number of bedrooms as the vacated unit shall be rented as an Affordable Unit to an Eligible Household.

4.11 Monitoring and Recordkeeping. Throughout the Term of this Agreement, Developer shall annually complete and submit to City a Certification of Continuing Program Compliance in the form provided by City. Developer agrees to pay a reasonable fee, as set by City resolution, for the purpose of paying the actual costs associated with the City's obligation to monitor Developer's compliance with the affordability restrictions contained in this Agreement related to the Affordable Units, not to exceed monitoring costs for up to nineteen (19) Affordable Units. Representatives of City shall be entitled to enter the Property if necessary after review of

above documentation, upon at least forty-eight (48) hour notice, to monitor compliance with this Agreement, and shall be entitled to inspect the records of the Project relating to the Affordable Units and to conduct an independent audit or inspection of such records at a location within the City that is reasonably acceptable to the City. Developer agrees to cooperate with City in making the Property and the records of the Project relating to the Affordable Units available for such inspection or audit. Developer agrees to maintain each record of the Project for no less than five (5) years after creation of each such record.

Developer shall allow the City to conduct annual inspections of each of the Affordable Units on the Property after the date of construction completion, with reasonable notice. Developer shall cure any defects or deficiencies found by the City while conducting such inspections within ten (10) Business Days of written notice thereof, or such longer period as is reasonable within the sole discretion of the City.

4.12 Notice of Affordability Restrictions on Transfer of Property. In the event Developer wishes to sell or transfer the Project during the Total Affordability Term, the City and the Developer shall execute and deposit into escrow a Notice of Affordability Restrictions on Transfer of the Property as contained herein (Exhibit E). The sale or transfer of the Property shall not be effective unless and until the City and the transferee execute the documents necessary to transfer the Density Bonus Agreement obligations from the Developer to the transferee.

4.13 [Intentionally Reserved]

4.14 Alternative Transportation and Energy Source, Resource Conservation, and LEED Certification. While not a condition of the project's Density Bonus, in recognition of the City's desire to optimize the energy efficiency of the project, Developer agrees to consult with the project design team, a CABEC certified 2016 Certified Energy Analyst, a LEED AP Homes (low-rise and mid-rise), LEED AP BD+C (high rise), National Green Building Standard (NGBS) Green Verifier, or GreenPoint Rater (*one person may meet both of these latter qualifications*) early in the project design process to evaluate a building energy model analysis and identify and consider energy efficiency or generation measures. Prior to the meeting, the energy analyst shall complete an initial energy model based on either current T24 standards or, if the project is eligible, the California Utility Allowance Calculator using best available information on the project. To the extent financially feasible for the project, Developer agrees to incorporate and optimize energy efficient building materials, methods, and amenities.

4.15 Onsite Property Manager. The Project shall have 24-hour on-site Property Management services and personnel. Up-to-date 24-hour contact information for the on-site personnel shall be provided to the following City agencies on an ongoing basis:

- (a) Police Department
- (b) Fire Department
- (c) Planning and Building Agency
- (d) Community Development Agency

4.16 Emergency Evacuation Plan. Developer shall submit and obtain approval of an Emergency Evacuation Plan (the EEP) from City Police and Fire Protection agencies prior to

issuance of a Certificate of Occupancy. Up-to-date 24-hour emergency contact information for the on-site personnel shall be provided to the City on an ongoing basis and the approved EEP shall be kept onsite and also be submitted to the following City Agencies:

- (a) Police Department
- (b) Fire Department
- (c) Planning and Building Agency
- (d) Community Development Agency

4.17 Crime Free Housing. Developer shall work with City staff to develop a crime free housing policy, procedure, and design plan (the "CFH Plan"). Developer shall submit and obtain approval from the PBA that the CFH Plan meets the requirements of this Subsection 4.17 prior to issuance of the Certificate of Occupancy. The approved CFH Plan shall be implemented and administered by Property Management.

4.18 Parking Management Plan. Developer has provided a parking management plan ("PMP"), attached herewith as Exhibit F and incorporated herein by reference, which indicates that, if needed, valet service for on-site vehicle stacking for the entire parking structure could create an additional 122 parking spaces, raising the total onsite residential parking spaces from 196 to 318 and raising the total parking supply in the parking structure from 490 to 612 spaces. In addition, the PMP indicates that an additional 50 offsite parking spaces at a nearby City-owned parking structure could be leased on a long term basis. The PMP shall be adhered to and be enforced by the Project at all times. Additionally, the City may enforce the provisions of the PMP against the Developer in the City's sole discretion.

5. [INTENTIONALLY RESERVED]

6. TERM OF THIS AGREEMENT

6.1 Term. The term of this Agreement ("Density Bonus Housing Agreement Term") shall commence on the Effective Date and shall continue until the date that is fifty-five (55) years after the City issues the last certificate of occupancy for the building in which the Affordable Units are located.

7. DEFAULT AND TERMINATION; INDEMNIFICATION

7.1 Default. Failure or delay by any Party to perform any term or provision of this Agreement, which is not cured within thirty (30) days after receipt of notice from the other Party specifying the default (or such other period specifically provided herein), constitutes a default under this Agreement; provided, however, if such default is of the nature requiring more than thirty (30) days to cure, the defaulting Party shall avoid default hereunder by commencing to cure within such thirty (30) day period, and thereafter diligently pursuing such cure to completion within an additional sixty (60) days following the conclusion of such thirty (30) day period (for a total of ninety (90) days). Except as required to protect against further damages, the injured Party may not institute proceedings against the Party in default until the time for cure has expired. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

7.2 Rights and Remedies Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.3 Indemnification. In addition to any other indemnity specifically provided in this Agreement, Developer agrees to defend (with counsel of City's choosing and the consent of Developer, which shall not be unreasonably withheld, and which may be joint defense counsel upon City's and Developer's consent) indemnify and hold harmless City and its respective officers, officials, agents, employees, representatives, and volunteers (collectively, "Indemnitees") from and against any loss, liability, claim, or judgment arising from any act or omission of Developer in connection with its obligations under this Agreement, except to the extent caused by the active negligence or willful misconduct of Indemnitees.

8. ASSIGNMENT; COVENANTS RUN WITH THE LAND

8.1 Assignment by Developer.

8.1.1 Prohibited Transfers or Assignments. Except as authorized in Section 8.1.2 below, Developer shall not sell, transfer, or assign the Property or Project in whole or in part, or transfer or assign Developer's rights and obligations in this Agreement, without City's prior written approval, which shall not be unreasonably withheld ("Permitted Transfer"). In connection with Permitted Transfer, Developer shall: (i) notify City in writing of the sale, transfer, or assignment of all or any portion of the Property, and (ii) deliver to City an assignment and assumption agreement (or other agreement) in a form approved by City and executed by Developer and its transferee/assignee pursuant to which Developer's transferee/assignee assumes all of Developer's covenants and obligations set forth herein with respect to the Property or the portion thereof so transferred. Any request for transfer or assignment of the Agreement by Developer shall require the payment of fees or a deposit to compensate the City for approximate expenses incurred by Developer to City, as applicable, for the City's review of the request. Upon the delivery of the assignment and assumption agreement as provided for above for a Permitted Transfer, or in the event of a sale of the Property as provided for in Section 8.1.1, Developer shall be released from any future obligations under this Agreement.

8.1.2 Sale of Property. Developer agrees and declares that the Property and the Project shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, operated, sold, and approved subject to all obligations set forth or incorporated in this Agreement, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property and the Project. All of the obligations set forth or incorporated in this Agreement shall constitute covenants which run with the land and shall be binding on Developer and its successors and assigns, and all parties having or acquiring any right, title or interest in, or to any part of the Property or Project. Developer further understands and agrees that the Density Bonus permit approvals received for this Project have been made on the condition that Developer and all subsequent owners, or other successors and assigns of the Property and/or Project lease and rent the Affordable Units in accordance with the terms and conditions stipulated in Sections 4, 5 and 6

of this Agreement for a term of fifty-five (55) consecutive years commencing upon the date of issuance of the last certificate of occupancy for the Project.

8.1.3 Subsequent Assignment. As used in this Agreement, the term "Developer" shall be deemed to include any such transferee or assignee after the date such sale, transfer, or assignment occurs in compliance with this Agreement.

8.1.4 Unpermitted Assignments Void. Any sale, transfer, or assignment made in violation of this Agreement shall be null and void, and City shall have the right to pursue any right or remedy at law or in equity to enforce the provisions of the restriction against unpermitted sales, transfers, or assignments.

8.2 Covenants Run with the Land. The Property shall be held, sold, conveyed, hypothecated, encumbered, used, occupied and improved subject to the covenants, conditions, and restrictions set forth herein. The covenants, conditions, restrictions, reservations, equitable servitudes, liens and charges set forth in this Agreement shall run with the Property and shall be binding upon Developer and all persons having any right, title or interest in the Property, or any part thereof, their heirs, and successive owners and assigns, shall inure to the benefit of City and its successors and assigns, and may be enforced by City and its successors and assigns. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of City and its successors and assigns, and the parties hereto expressly agree that this Agreement and the covenants herein shall run in favor of City, without regard to whether City is or remains an owner of any land or interest therein to which such covenants relate. However, all such covenants and restrictions shall be deemed to run in favor of all real property owned by City which real property shall be deemed the benefited property of such covenants and this Agreement shall create equitable servitudes and covenants appurtenant to all real property owned by City and running with the Property in accordance with the provisions of Civil Code Section 1468. Furthermore, all of the covenants, conditions, and restrictions contained herein shall also constitute easements in gross running in favor of City. City is deemed the beneficiary of the terms and provisions of this Agreement and of the covenants running with the land, for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Agreement and the covenants running with the land have been provided. Developer hereby declares its understanding and intent that the burden of the covenants set forth herein touch and concern the land and that the Developer's interest in the Property is rendered less valuable thereby. Developer hereby further declares its understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Property by the citizens of City and by furthering the health, safety, and welfare of the residents of City.

9. MISCELLANEOUS

9.1 Entire Agreement. This Agreement and all of its exhibits and attachments set forth and contain the entire understanding and agreement of the parties with respect to the density bonus of the Project, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements which are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be

admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

9.2 Amendment. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance approved by the City Council and signed on behalf of each party. Any requested alteration, change or modification of the Agreement by Developer shall require the payment of fees or deposit by Developer to City, as applicable, for the City's review of the request. Each alteration, change, or modification to this Agreement shall be recorded against the Property in the Official Records of Orange County, California.

9.3 Notices.

9.3.1 Delivery. As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder. All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) two (2) days after deposit in the United States mail in a sealed envelope, first class mail and postage prepaid, and addressed to the recipient named below; or (iv) one (1) day after deposit with a known and reliable next-day document delivery service (such as Federal Express), charges prepaid and delivery scheduled next-day to the recipient named below, provided that the sending party receives a confirmation of delivery from the delivery service provider; or (v) the first business day following the date of transmittal of any facsimile, provided confirmation of successful transmittal is retained by the sending Party. All notices shall be addressed as follows:

If to City:	City of Santa Ana Community Development Agency 20 Civic Center Plaza (M-26) P.O. Box 1988 Santa Ana, California 92702 Attention: Housing Manager
With a copy to:	Office of the City Attorney City of Santa Ana 20 Civic Center Plaza, 7th Floor (M-29) Santa Ana, California 92702
If to Developer:	Caribou Industries, Inc. 1103 North Broadway Santa Ana, CA 92701

9.3.2 Change of Address. Either Party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or

representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

9.4 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

9.5 Interpretation and Governing Law. This Agreement and any dispute hereunder shall be governed and interpreted in accordance with the laws of the State of California without regard to conflict of law principles. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof.

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

9.7 Singular and Plural. As used herein, the singular of any word includes the plural, and vice versa, as context so dictates. Masculine, feminine, and neuter forms of any word include the other as context so dictates.

9.8 Joint and Several Obligations. If at any time during the term of this Agreement the Property and/or Project is owned, in whole or in part, by more than one Developer, all obligations of such Developer under this Agreement shall be joint and several, and the default of any such Developer shall be the default of all such Developers.

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

9.10 Computation of Days. Unless otherwise specified in this Agreement or any Exhibit attached hereto, use of the term "days" shall mean calendar days. For purposes of this Agreement and all Exhibits attached hereto, "business days" shall mean every day of the week except Saturdays, Sundays, official State holidays as recognized in Government Code Section 19853(a) or successor statute, and any days in which Santa Ana City Hall is closed for business.

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

9.12 Non-Discrimination. In performing its obligations under this Agreement, Developer shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other related

activities. Developer affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

9.13 Third Party Beneficiaries. No person or entity, other than City and Developer shall have any right of action based upon any provision of this Agreement.

9.14 Force Majeure. Neither Party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the Party's control (including the Party's employment force), court actions (such as restraining orders or injunctions), or other causes beyond the Party's control, including delays by any governmental entity (although the City may not benefit from this provision for a delay that results from City's failure to perform its obligations under this Agreement), or an insurance company of either party. If any such events shall occur, the term of this Agreement and the time for performance by either Party of any of its obligations hereunder may be extended by the written agreement of the Parties for the period of time that such events prevented such performance.

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

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

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

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

9.19 Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the development of the Project is a private development, that neither Party is acting as the agent of the other in any respect hereunder, and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this

Agreement. The only relationship between City and Developer is that of a government entity regulating the development of private property and the Developer of such property.

9.20 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement. City hereby authorizes City Manager to take such other actions and negotiate and execute any additional agreements as may be necessary or proper to fulfill the City's obligations under this Agreement. The City Manager may delegate her or his powers and duties under this Agreement to an authorized management level employee of the City.

9.21 Estoppel Certificate. Within ten (10) business days following a written request by any of the Parties, the other Party shall execute and deliver to the requesting Party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding Party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification, except as may be represented by the requesting Party, and that there are no uncured defaults in the performance of the requesting Party, except as may be represented by the requesting Party.

9.22 No Subordination. City's approval of the necessary land use entitlements that authorize Developer to develop, operate, and maintain the Project was based upon Developer's obligation to provide the Affordable Units pursuant to the State Density Bonus Law, City Density Bonus for Affordable Housing, and the terms and conditions of this Agreement. For the Term of the Density Bonus Housing Agreement, this Agreement shall have priority over any and all mortgages, deeds of trust, and other similar forms of secured financing recorded against the Property or any portion thereof. Developer expressly understands and acknowledges that state law requires preservation of affordability covenants in connection with the approval of this density bonus project.

9.23 Attorneys' Fees and Costs. If either Party to this Agreement commences an action against the other Party to this Agreement arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, expert witness fees, costs of investigation, and costs of suit from the losing Party.

9.24 Authority to Execute. The person or persons executing this Agreement on behalf of each Party warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants

and represents that he or she/they has/have the authority to bind the Party to the performance of its obligations hereunder.

{Signatures on following page}

IN WITNESS WHEREOF, the parties hereto have caused this Density Bonus Housing Agreement to be executed on the date set forth at the beginning of this Agreement.

ATTEST:

CITY OF SANTA ANA

Daisy Gomez
Clerk of the Council

Kristine Ridge
City Manager

APPROVED AS TO FORM

Sonia R. Carvalho
City Attorney

By: Ryan O. Hodge
Assistant City Attorney

RECOMMENDED FOR APPROVAL:

CARIBOU INDUSTRIES, INC.

Steven A. Mendoza
Executive Director
Community Development Agency

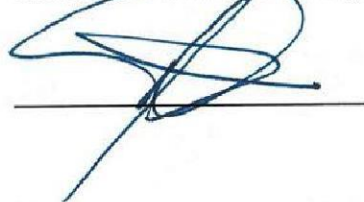


EXHIBIT 12
75A-158

September 9, 2020

Mr. Michael F. Harrah
Caribou Industries, Inc.
1103 North Broadway
Santa Ana, CA 92701

SUBJECT: 3RD & BROADWAY PARKING ASSESSMENT (REVISED)

Dear Mr. Michael F. Harrah:

Urban Crossroads, Inc. is pleased to provide the following Parking Assessment for the 3rd & Broadway (Project) located on the northeast corner of 3rd Street and Broadway in the City of Santa Ana. The Project is proposed to include the development of up to 171 residential units, a 75-room hotel, and 13,419 square feet of commercial space (including retail and food/beverage establishments), and rooftop amenities ancillary to residential and hotel uses. Of the residential units 19 (eleven percent) will be reserved for very low-income households for a period of 55 years, therefore the parking ratios for affordable housing specified in California Government Code Section 65915 are applicable. To demonstrate that adequate parking supply exists for Project, this parking assessment provides a review of the parking requirements and estimates the peak parking demands for the Project land uses. A total of 279 parking spaces are dedicated to the mixed-use development (residential) and hotel as shown in Exhibit A. In addition, this Parking Assessment was developed to support an Addendum to the certified Transit Zoning Code (TZC) programmatic Environmental Impact Report (EIR). The 3rd & Broadway Project location is shown on Exhibit B.

Consistent with statewide mandates (see AB 32, SB 375, SB 743) and SCAG's 2016-2040 RTP/SCS to place increased density near major transportation and employment center, the Proposed Project would introduce a diverse mix of land uses; places residents in the immediate vicinity of County and City governmental offices, shops, restaurants, bars, local art scenes, parks; and would be within walking distance to several major public transit opportunities.

PROXIMITY TO PEDESTRIAN RESOURCES

Pedestrian circulation would be provided via existing public sidewalks along Main Street, 3rd Street, 4th Street, and Broadway Avenue within the vicinity of the project frontage, which will connect to the Project site. The project will protect the existing sidewalk along project frontage, and if necessary, repair or reconstruct sidewalks along the project frontage per the City's request. The existing sidewalk system within the project vicinity provides direct connectivity throughout Downtown Santa Ana, inclusive of the Santa Ana Metrolink Station located on Santa Ana Boulevard east of Santiago Street, as well as the City's public parking structures located to the east and west of the subject property along 5th Street. From the project site, it would take approximately 20 minutes to walk to the Santa Ana Metrolink Station that is 1 mile from the site.

DBA No. 2020-01/SPR No. 2020-01/SPR No. 2020-02/VAR No. 2020-05/
TPM No. 2020-02

201 West Third Street

Third & Broadway Mixed-Use Development

Exhibit 12 - Parking Analysis and Management Plan

75A-159

PROXIMITY TO PUBLIC TRANSIT

Bus routes serving the Project area within ¼-mile of the Project's location include OCTA routes 19, 53, 55, 64, 83, 145, 206, 462 and 757 as shown on Exhibit C.

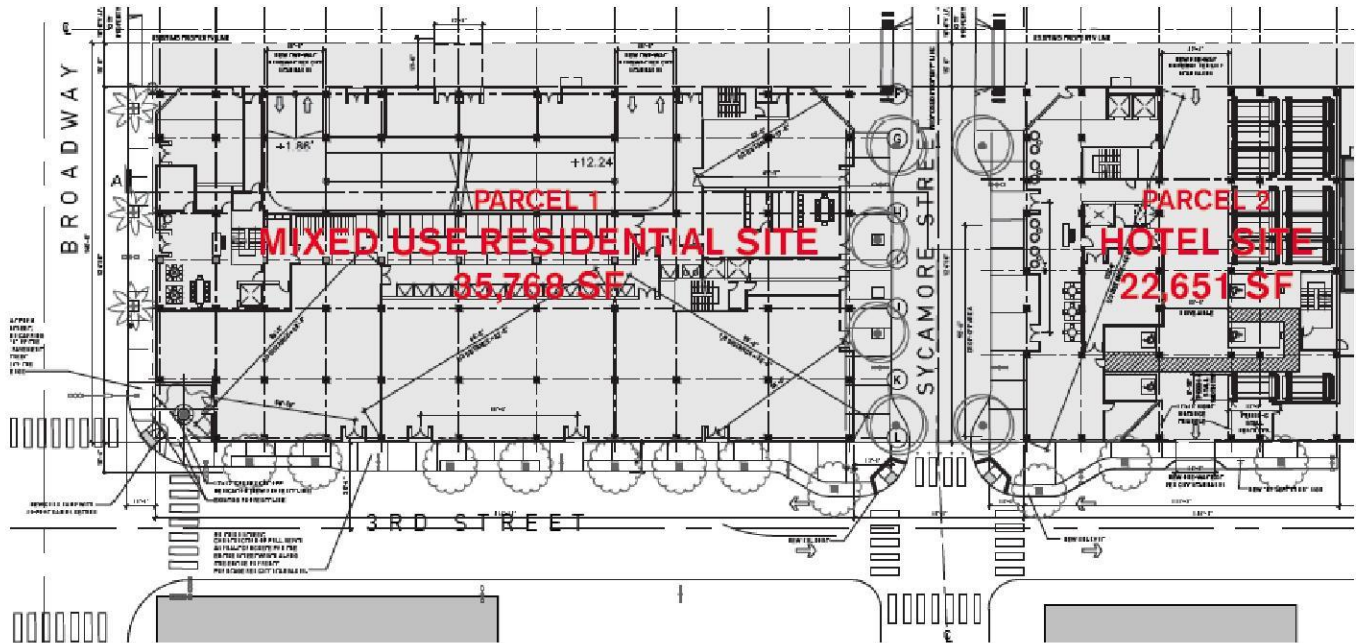
These routes provide connections to several areas countywide. In addition, the project site is about one mile from the Santa Ana Regional Transportation Station, which is served by regional trains including Amtrak and Metrolink, and bus lines such as Greyhound and several OCTA bus routes. The Project would be within walking distance of the planned OC Streetcar, expected to be in operation in 2022 as shown on Exhibit D.

The Project is within a transit priority area as defined by Public Resources Code (PRC) Section 21099(a)(7). A transit priority area is an area within one-half mile of a major transit stop that is existing (or planned under certain conditions). A major transit stop includes the intersection of two or more major bus routes with a frequency service interval of 15 minutes or less during the morning and afternoon peak commute periods (PRC §21064.3). The Project site is within 0.15 miles of the intersection of Bus Routes 53/53X (north-south along Main Street), 55, and 64/64X (east-west via 1st Street). The Project site and adjacent bus stops are shown on Exhibit E.

PROXIMITY TO BICYCLE FACILITIES

The City of Santa Ana promotes bicycling as a means of mobility and a way in which to improve the quality of life within its community. The Bikeway Master Plan recognizes the needs of bicycle users and aims to create a complete and safe bicycle network throughout the City. Currently, not many bicycle facilities exist in the study area, with the exception of a Class II bike lane along Civic Center Drive, between Flower Street and Broadway. However, review of Exhibit F which presents the City's Bikeway Master Plan, shows that bicycle lanes are proposed to be built throughout the study area. As shown in Exhibit F, Class II bike lanes are proposed to be integrated along Civic Center Drive, Santa Ana Boulevard, and Main Street.

EXHIBIT A: 3RD & BROADWAY BUILDING DESIGN SITE PLAN



PLAN NOTES

PROPOSED PARKING SPACES PER LEVEL			
LEVELS	PUBLIC	HOTEL	RESIDENTIAL
Level P1	106	8	
Level 1		46	
Level 2	39		
Level 3	39		
Level 4	27	12	
Level 5	0	17	43
Level 6			59
Level 7			56
Level 8			38
TOTAL	211 SPACES	83 SPACES	196 SPACES
BIKE PARKING			
	REQUIRED		PROPOSED
PUBLIC	3 SPACES		17 SPACES
RESIDENTIAL	16 SPACES		16 SPACES

EXHIBIT B: 3RD & BROADWAY BUILDING LOCATION MAP



75A-162

EXHIBIT C: OCTA ROUTE MAP AND PROJECT LOCATION



EXHIBIT D: THE PROJECT SITE IN RELATION TO THE OC STREETCAR ROUTE



EXHIBIT E: PROJECT SITE AND NEARBY BUS STOP

