



Board of Supervisors

Community Services Cluster Agenda Review Meeting

DATE: April 22, 2026

REVISED

TIME: 12:00 p.m. – 1:00 p.m

MEETING CHAIR: Guadalupe Duron-Medina, 1st Supervisorial District

CEO MEETING FACILITATOR: Montessa Duckett

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055

NOTE THE CHANGE: THIS MEETING WILL BE HELD VIRTUALLY INSTEAD OF HYBRID.

To participate in the meeting virtually, please call teleconference number 1 (323) 776-6996 and enter the following 645 473 299# or

Click here to [Join the meeting now](#)

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to: ClusterAccommodationRequest@bos.lacounty.gov

Members of the Public may address the Community Services Cluster on any agenda item during General Public Comment.

The meeting chair will determine the amount of time allowed for each item.

THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

1. CALL TO ORDER

2. INFORMATIONAL ITEM(S):

- A. Board Letter (Beaches and Harbors) for May 12, 2026 Board Agenda:
LEASE ASSIGNMENT
AMENDED AND RESTATED LEASE NO. 55624
Parcel 125I - MARINA DEL REY – MARINA CITY CLUB

Wednesday, April 22, 2026

- B. Board Letter (Chief Executive Office) for May 12, 2026 Board Agenda:
JOINT RESOLUTION BETWEEN THE BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES, THE CITY COUNCIL OF THE CITY OF
LOS ANGELES, AND THE BOARD OF DIRECTORS OF THE
WEST BASIN MUNICIPAL WATER DISTRICT, APPROVING AND ACCEPTING
THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE RESULTING
FROM THE ANNEXATION OF UNINCORPORATED TERRITORY KNOWN AS
REORGANIZATION NO. 2021-11 TO THE CITY OF LOS ANGELES
- C. Board Letter (Public Works) for May 12, 2026 Board Agenda:
MUNICIPAL SERVICES CORE SERVICE AREA
ADOPT THE FINDINGS AND ORDERS OF THE
BUILDING REHABILITATION APPEALS BOARD IN THE
UNINCORPORATED AREAS OF ACTON, LANCASTER, AND PALMDALE
- D. Board Letter (Public Works) for May 12, 2026 Board Agenda:
MUNICIPAL SERVICES CORE SERVICE AREA
ADOPT THE FINDINGS AND ORDERS OF THE
BUILDING REHABILITATION APPEALS BOARD IN THE UNINCORPORATED
AREA OF LOS ANGELES
- E. Board Letter (Public Works) for May 12, 2026 Board Agenda:
WATER RESOURCES CORE SERVICE AREA
ADOPT RESOLUTIONS TO SECURE FINANCING UNDER THE
CLEAN WATER STATE REVOLVING FUND FOR THE
RORY M. SHAW WETLANDS PARK PROJECT
- F. Board Letter (Public Works) for May 12, 2026 Board Agenda:
WATER RESOURCES CORE SERVICE AREA
GRANT OF EASEMENT FROM THE
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT TO THE
LAS VIRGENES MUNICIPAL WATER DISTRICT
SANTA SUSANA CREEK, PARCEL 135GE IN THE
CHATSWORTH COMMUNITY OF THE CITY OF LOS ANGELES
- G. Board Letter (Public Works) for May 12, 2026 Board Agenda:
WATER RESOURCES CORE SERVICE AREA
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
ANNUAL BENEFIT ASSESSMENT
FISCAL YEAR 2026-27 CONTINUATION

Wednesday, April 22, 2026

- H. Board Letter (Public Works) for May 12, 2026 Board Agenda:
WATER RESOURCES CORE SERVICE AREA
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 36, VAL VERDE
APPROVAL OF JOINT COMMUNITY FACILITIES AGREEMENT FOR
COMMUNITY FACILITIES DISTRICT NO. 2025-1
(WILLIAMS RANCH PUBLIC FACILITIES)
- I. Board Letter (Public Works) for May 12, 2026 Board Agenda:
WATER RESOURCES CORE SERVICE AREA
MEMBERSHIP AGREEMENT AND FUNDING FOR SPECIAL STUDIES
BETWEEN SOUTHERN CALIFORNIA COASTAL WATER RESEARCH
PROJECT AUTHORITY AND
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
- J. Board Letter (Regional Planning) for May 12, 2026 Board Agenda:
PROJECT NO. 2022-000713
ADVANCE PLANNING PROJECT NO. RPPL2022001919
ENVIRONMENTAL ASSESSMENT NO. RPPL2022001920

3. BOARD MOTIONS ITEM(S):

- A. SD-3 • “Support for Assembly Bill 1573 (Bryan) - Supportive Housing Services for Survivors of Domestic Violence, Sexual Assault, and Human Trafficking” for May 05, 2026 Board Agenda
- B. SD-5 • “Extension of Delegated Authority for Streamlining of Los Angeles County Waterworks Districts Entitlement Processes to Address the County's Housing Crisis and Development Needs” for May 05, 2026 Board Agenda

4. PRESENTATION/DISCUSSION ITEM(S):

- A. Board Letter (Public Works) for May 12, 2026 Board Agenda:
SERVICE CONTRACT
ENVIRONMENTAL SERVICES CORE SERVICE AREA
AWARD OF SERVICE CONTRACT
ON-CALL SECONDARY SCHOOL ENVIRONMENTAL
EDUCATION PROGRAM

5. PUBLIC COMMENTS (1 minute each speaker)

Wednesday, April 22, 2026

6. ADJOURNMENT

CLOSED SESSION

CS-1. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION – 1 CASE (Paragraph (1) of Subdivision (d) of Government code Section 54956.9)

Magnelia Camacho vs. County of Los Angeles, et al.

Los Angeles Superior Court Case Number 19STCV39236

Department: Public Works

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE
COMMUNITY SERVICES CLUSTER AGENDA,
PLEASE USE THE FOLLOWING EMAIL AND
INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

COMMUNITY_SERVICES@CEO.LACOUNTY.GOV

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/22/2026		
BOARD MEETING DATE	5/12/2026		
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1 st ☒ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th		
DEPARTMENT(S)	Beaches and Harbors		
SUBJECT	Consent to Assignment of Lease Agreement No. 55624 – Marina City Club - Parcel 125I - Marina del Rey		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No		
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	Consummation of the Purchase Agreement.		
COST & FUNDING	Total cost: \$0	Funding source: N/A	
	TERMS (if applicable): N/A		
	Explanation: Approval of the proposed assignment will result in no cost to the County. The Lessee will pay the County the net proceeds share amount of \$247,500, deposited into the Marina del Rey ACO Fund. The Assignment Fee is separate from and in addition to rent. No budget adjustment is required.		
PURPOSE OF REQUEST	Seek approval of the proposed assignment of Lease Agreement No. 55624 for Parcel 125I in Marina del Rey from Essex Marina City Club, L.P., to 4333 Admiralty Owner, LLC, and authorize the Director of Beaches and Harbors to execute documents necessary to effectuate the assignment.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The Board Letter requests the Board's consent to the proposed assignment of Lease Agreement No. 55624 for Parcel 125I in Marina del Rey. The Assignee has demonstrated financial capacity and experience managing complex apartment projects and marinas. The Lease commenced on October 15, 1987, and expires on July 29, 2067. The proposed assignment does not extend the Lease term or modify the existing rent structure.		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how:		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Natasha Robinson, Senior Real Property Agent, 424-527-7738, NRobinson@bh.lacounty.gov		

BOARD LETTER COVER SHEET

Agenda Date: May 12, 2026

Subject: Consent to Assignment of Lease Agreement No. 55624 – Marina City Club - Parcel 125I - Marina del Rey

If the Board Agenda item requires clearance from County Counsel or Chief Information Officer, explain where you are in that review process. If not, please indicate that it is not required.

The proposed assignment has been reviewed and approved as to form by County Counsel.

If there is an urgency to the Board Agenda item, explain the urgency, citing the reason for the urgency (including the drop-dead due date) and consequences if the due date is missed. If not, please indicate that there is no urgency.

There is no urgency.

Is this a Delegated Authority or Consent Agenda item? Check the appropriate box below and explain why.

☐ CEO Delegated Authority

☒ Board Agenda, Consent - The item involves a proposed assignment of a County ground lease, which requires Board approval pursuant to the Lease and County policy.

☐ Board Agenda, Not Consent.

Board Notification:

☒ Yes (see attached)

☐ No (please explain why not)

Contact person for the Board Agenda item, division, phone number, and e-mail address.

Natasha Robinson
Asset Management Division
(424) 526-7742 or NRobinson@bh.lacounty.gov



May 12, 2026

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Caring for Our Coast

♦ ♦ ♦
Gary Jones
Director

Amy M. Caves
Chief Deputy Director

LaTayvius R. Albery
Deputy Director

Warren Ontiveros
Deputy Director

Dear Supervisors:

**LEASE ASSIGNMENT
AMENDED AND RESTATED LEASE NO. 55624
Parcel 125I - MARINA DEL REY – MARINA CITY CLUB
(SECOND DISTRICT) (4 VOTES)**

SUBJECT

Request approval of the proposed Assignment of the Amended and Restated Lease Agreement No. 55624 (Lease) for Parcel 125I in Marina del Rey from Essex Marina City Club, L.P., a California limited partnership, to 4333 Admiralty Owner, LLC, a California limited liability company (Assignee).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA), or, in the alternative, that the actions are exempt for the reason stated in this Board Letter.
2. Approve and consent to the proposed assignment of Lease Agreement No. 55624 for Parcel 125I in Marina del Rey from Essex Marina City Club, L.P., a California limited partnership (Lessee), to Assignee.
3. Approve and authorize the Director of the Department of Beaches and Harbors (DBH) to execute any documentation, approved as to form by County Counsel or County's outside counsel, necessary to effectuate the proposed assignment and to take any necessary and appropriate actions to implement the proposed assignment, including, but not limited to, any consents, estoppels and related documentation.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Parcel 125I, commonly known as the Marina City Club, Parcel consists of 101 apartment units, 303 boat slips, a marina, three high-rise towers containing 600 condo units, a club facility, a free-standing low-rise building, approximately 29,776 square feet of commercial space, a promenade, and parking structure. The Lease term expires on July 29, 2067.

Lessee is requesting that the County approve an assignment of the Lease to the proposed Assignee. In accordance with the Lease, the Assignee has submitted all required documentation, including updated ownership disclosures, financial capacity information, and a summary of operating history. The proposed ownership structure is summarized in Enclosure A to this Board Letter.

DBH has reviewed the proposed Assignment and has found that; a) the proposed Assignee has extensive experience managing complex apartment projects and marinas and the financing is to be personally guaranteed by the investors; b) the proposed sales price of \$24,750,000 for the Parcel 125I leasehold appears to be justified based on an independent analysis of the proposed Assignment, by the County's outside legal counsel; and c) Assignee's Management Company Coastline Real Estate Advisors, Inc. is acceptable to the County. Based on preliminary financial statements, the Assignee reports an equity net worth in excess of \$50 million.

Pursuant to DBH Policy Statement No. 23 – Assignments of Lease dated January 16, 1974, the County's decision whether to approve the proposed Assignment shall be based on the following: a) the financial condition of the proposed Assignee; b) the price to be paid for the leasehold as it relates to improvements and potential development thereon; and c) the management of the leasehold by the new lessee being in the best interest of the whole of Marina del Rey. For the reasons stated herein, the proposed assignment meets these requirements.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the Los Angeles County Strategic Plan:

North Star 2 – Foster Vibrant and Resilient Communities by ensuring operational continuity of an established residential, marina, and commercial asset, the proposed lease assignment helps preserve the vitality of Marina del Rey's housing, marina, and commercial uses. It maintains leasehold revenue that supports DBH's coastal and community serving programs.

North Star 3 – Realize Tomorrow's Government Today by upholding prudent asset management practices, enforcing the terms of the ground lease, and ensuring

accountability and transparency in the oversight of long-term County real estate interests.

FISCAL IMPACT/FINANCING

In connection with the proposed assignment, the County's \$247,500 net proceeds share amount, approximately \$247,500 will be deposited in the Marina del Rey Accumulative Capital Outlay fund for continued Marina infrastructure improvements, upgrades and repairs.

DBH does not anticipate any impact to its operating budget, nor does this action require a budget adjustment.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the terms previously stated, the County's consent to the proposed assignment is subject to the following:

- In connection with the proposed assignment, the Lessee will pay the County the net proceeds share amount of \$247,500 pursuant to the terms of the Lease at the close of escrow, as further set forth in the assignment documentation.
- The Assignee will reimburse the County its administrative costs in connection with the proposed Assignment.
- The proposed assignment does not include any extension of the Lease term or modification of the existing rent structure.

County Counsel has reviewed and approved the proposed Assignment and related documents as to form.

At its meeting of April 8, 2026, the Small Craft Harbor Commission [unanimously endorsed the Director's recommendation that your Board consent to the assignment of the Lease.

Leasing of County-owned property in Marina del Rey is authorized pursuant to California Government Codes Sections 25536 and 25907.

ENVIRONMENTAL DOCUMENTATION

The proposed assignment is not subject to CEQA because it is an activity that is excluded from the definition of a project under Section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines. Approval of the proposed assignment is an administrative activity of government which will not result in direct or indirect physical changes to the environment. In the alternative, approval of the proposed assignment is exempt pursuant to Sections 15061(b)(3) and 15301 of the State CEQA Guidelines because it can be seen with certainty that the actions will not have a significant adverse impact on the environment and does not authorize new construction or expansion of existing use and will not result in significant environmental effects. There are no cumulative impacts, unusual circumstances, or other factors that would negate the applicability of this exemption.

Upon your Board's approval of the recommended actions, DBH will file a Notice of Exemption with the County Clerk in accordance with section 21152 of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services or projects. The proposed Assignment ensures responsible management of this County asset by providing continuity of revenue to the County and uninterrupted services to residents.

Respectfully submitted,

GARY JONES, Director

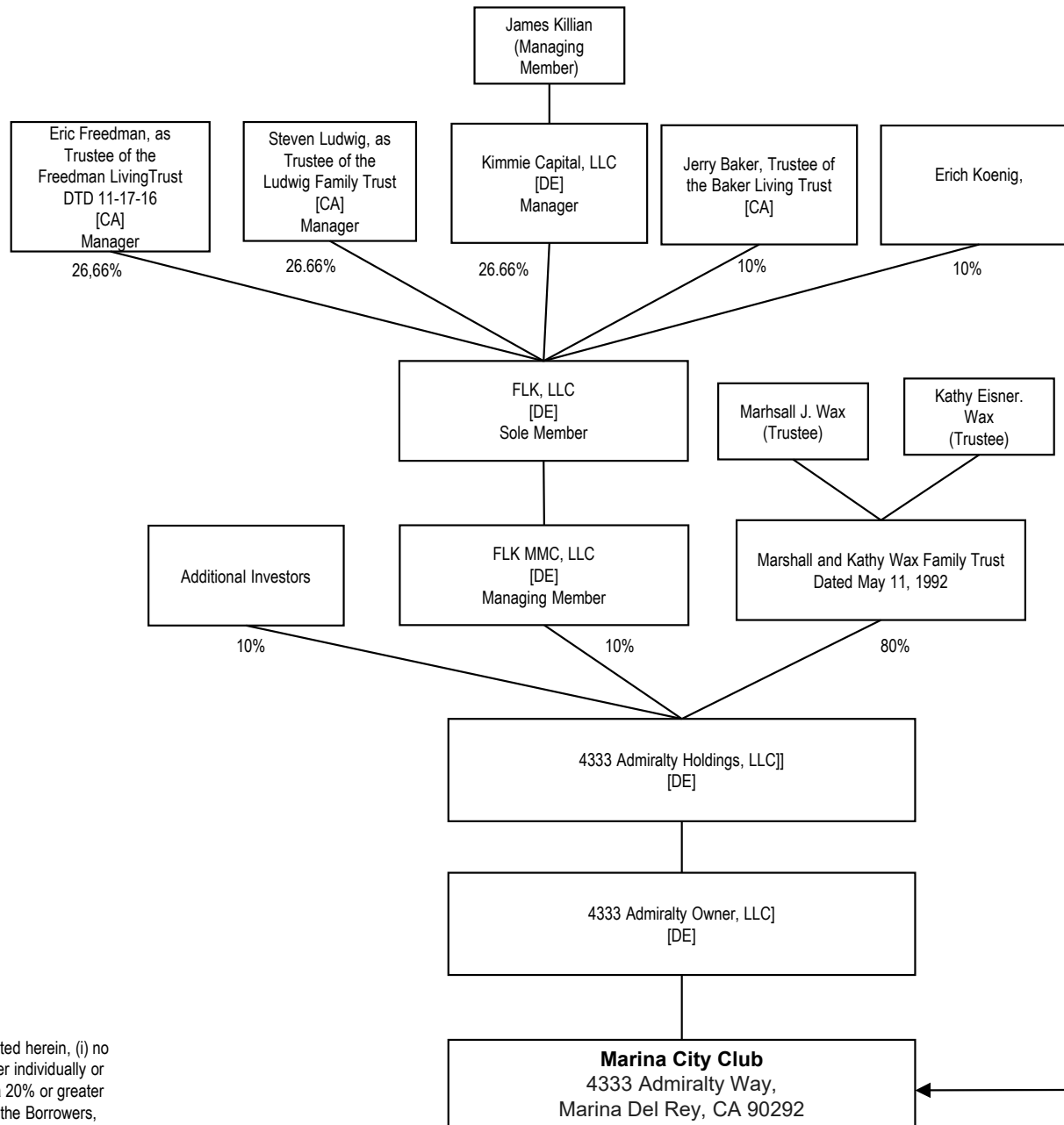
GJ:AC:LA:MAC

NH:NR:gb

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

Organizational Structure Chart for
Marina City Club*



Executives:
Coastline Real Estate Advisors, Inc.
Steven Ludwig, President
Eric Freedman, CFO
James Killian, COO
Jimmy Ordaz, Dir. of Property Mgt.

Property Manager:
Coastline Real Estate Advisors, Inc.
Apartments
Marina
Commercial

*Except as otherwise depicted herein, (i) no person or entity holds, either individually or together with its affiliates, a 20% or greater direct or indirect interest in the Borrowers, and (ii) no person or entity controls the Borrowers or the Guarantor.

EXHIBIT "B-1"

ASSIGNMENT OF LEASE

ASSIGNMENT OF LEASE

ESSEX MARINA CITY CLUB, L.P., a California limited partnership ("Essex"), does hereby assign, transfer, grant, convey and set over to [●], a [●] ("Assignee"), all of its right, title and interest in and to that certain Second Amended and Restated Lease No. 55624, dated October 15, 1987 (as amended, restated, amended and restated, supplemented and assigned from time to time, the "Lease"), made and entered into by and between the COUNTY OF LOS ANGELES ("County"), as lessor, and Essex, as lessee, covering the leased premises situated in the Marina del Rey Small Craft Harbor of the County, hereinafter sometimes referred to as Parcel 125R, legally described in Exhibit A, attached hereto and incorporated herein.

To have and to hold the same for and during the rest, residue and remainder of the term of the Lease.

This assignment shall be conditioned upon the close of Escrow No. [●] at [●], and only effective as an assignment of the Lease (i) upon such closing and (ii) upon the full satisfaction of those conditions imposed by the County as set forth in its Consent to Assignment of Lease relating to this assignment.

This assignment and Assignee's acceptance of this assignment and Assignee's assumption of past, present and future obligations created by the terms, covenants and conditions of the Lease shall in no way serve to cancel, limit or impair, as between Essex and Assignee, any separate agreements between them relating to any past, present and/or future obligations under the Lease, except that any such agreement shall not serve to cancel this assignment once it has become complete, or to impair County's right to obtain Assignee's full compliance with the terms of the Lease.

Dated this [●] day of [●], 2025.

ESSEX MARINA CITY CLUB, L.P.,
a California limited partnership

By: Essex MCC, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE IMPROVED PARCEL

Parcels 527 to 537 inclusive, 540 to 580 inclusive, and 590 to 631 inclusive, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessor's Map No. 88, filed in Book 1, pages 53 to 70 inclusive, of Assessor's Maps, in the office of the Recorder of said County.

Together with a right of way for utility purposes in and across said Parcels 590 and 591, within the following described boundaries:

Beginning at the intersection of the northerly boundary of said Parcel 590 with a line parallel with and 5 feet westerly, measured at right angles, from the easterly line of said last mentioned parcel; thence South along said parallel line to the northerly line of the southerly 20 feet of said Parcel 591; thence North $77^{\circ}07'44''$ West along said northerly line to the westerly line of the easterly 90 feet of said last mentioned parcel; thence North along said westerly line to the northerly line of the southerly 31 feet of said last mentioned parcel; thence South $77^{\circ}07'44''$ East along said last mentioned northerly line to the westerly line of the easterly 15 feet of said last mentioned parcel; thence northerly along said last mentioned westerly line and its northerly prolongation to said northerly boundary; thence easterly along said northerly boundary to the point of beginning.

Also together with a non-exclusive right of way for pedestrian and vehicular ingress and egress purposes in and across said Parcel 603, 608 and 617, within a strip of land 20 feet wide, lying 10 feet on each side on the following described center line:

Beginning at the westerly terminus of that certain course of North $72^{\circ}24'01''$ West 75.86 feet in the northerly boundary of Parcel 605, as shown on said map; thence South $72^{\circ}24'01''$ East along said last mentioned certain course and its easterly prolongation 195.23 feet to the true point of beginning; thence South $4^{\circ}00'28''$ East 201.00 feet to the beginning of a tangent curve concave to the East and having a radius of 111.95 feet; thence southerly along said curve through a central angle of $44^{\circ}03'43''$ an arc distance of 86.09 feet to the beginning of a reverse curve concave to the West and having a radius of 35 feet; thence southerly along said reverse curve through a central angle of $44^{\circ}03'43''$ a distance of 26.92 feet; thence South $4^{\circ}00'28''$ East tangent to said reverse curve 114.22 feet, more or less, to the southerly line of said Parcel 617;

The side lines of said 20 foot strip of land shall be prolonged or shortened at the beginning thereof so as to terminate in said easterly prolongation and shall be prolonged or shortened at the end thereof so as to terminate in said last mentioned southerly line.

Also together with a non-exclusive right of way for pedestrian and vehicular ingress and egress purposes in and across the northerly 5.5 feet of the southerly 11.0 feet of said parcels 613 to 617 inclusive, 591, 593, 595, 597 and 599.

Excepting from said northerly 5.5 feet that portion thereof which lies westerly of the easterly boundary of the above described 20 foot strip of land and that portion thereof which lies within the easterly 90 feet of said parcel 591.

Excepting therefrom that portion thereof within the following described boundaries:

Beginning at the southwesterly corner of said Parcel 541; thence North 85°59'32" East along the southerly line of said last mentioned parcel a distance of 145.00 feet: thence North 4°00'28" West 179.90 feet to the northwesterly line of said last mentioned parcel; thence North 34°51'37" East along said northwesterly line 25.81 feet to the northerly line of said last mentioned parcel; thence North 85°59'32" East along said northerly line 15.00 feet to the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map; thence North 4°32'55" West along said center line 173.94 feet to the northwesterly line of said Parcel 537; thence southwesterly and southeasterly along said last mentioned northwesterly line and the southwesterly line of said last mentioned parcel to the most westerly corner of said Parcel 540; thence southeasterly along the southwesterly line of said last mentioned parcel to said northwesterly line of Parcel 541; thence southwesterly along said last mentioned northwesterly line to the point of beginning.

Also excepting therefrom that portion thereof within the following described boundaries:

Beginning at the northeasterly corner of said Parcel 590; thence westerly along the northerly boundary of said last mentioned parcel to a line parallel with and 90 feet westerly, measured at right angles, from the easterly line of said last mentioned parcel; thence South along said parallel line 205.31 feet to the southerly line of said Parcel 591; thence North 77°07'44" West along said southerly line to a point distant North 77°07'44" West thereon 100.00 feet from the southeasterly corner of said last mentioned parcel; thence South 12°52'16" West to a line parallel with and 80 feet southerly, measured at right angles, from said southerly line; thence South 77°07'44" East along said last mentioned parallel line 56.73 feet to a line parallel with and 60 feet westerly, measured at right angles, from the easterly line of said Parcel 631; thence South along said last mentioned parallel line 123.09 feet to the southerly line of said last mentioned parcel; thence South 77°07'44" East along said last mentioned southerly line to the south-easterly corner of said last mentioned parcel; thence North along the easterly lines of said Parcels 631, 591 and 590 a distance of 407.24 feet to the point of beginning.

Excepting further therefrom that portion thereof within the following described boundaries:

All of Parcels 592, 594, 596, 598, 600, 601, 602, 609 through 612 inclusive and those portions of Parcels 590, 591, 593, 595, 597, 599, 603, 608, 613, 614, 615, 616, and 617, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessors Map No. 88, filed in Book 1, Pages 53 to 70 inclusive, of Assessor's Maps, in the Office of the Registrar-Recorder of said County, described as a whole as follows:

Beginning at the westerly terminus of that certain course of North 72°24'01" West 75.86 feet in the northerly boundary of Parcel 605, as shown on said map; thence South 72°24'01" East

along said last mentioned certain course and its easterly prolongation 195.23 feet to the true point of beginning; thence South 4°00'28" East 201.00 feet to the beginning of a tangent curve concave to the East and having a radius of 111.95 feet; thence southerly along said curve through a central angle of 44°03'43" an arc distance of 86.09 feet to the beginning of a reverse curve concave to the West and having a radius of 35 feet; thence southerly along said reverse curve through a central angle of 44°03'43" a distance of 26.92 feet; thence South 4°00'28" East tangent to said reverse curve 108.72 feet to a line parallel with and distant northerly 5.50 feet, measured at right angles, from the southerly line of said Parcel 617; thence easterly along said parallel line and its easterly prolongation East 516.80 feet to a line parallel with and distant northerly 5.50 feet, measured at right angles, from the southerly line of said Parcel 5971 thence easterly along said last mentioned parallel line and its easterly prolongation South 77°07'44" East 317.35 feet to the westerly line of the easterly 90.00 feet of said Parcel 591; thence northerly along said westerly line and its northerly prolongation North 199.68 feet to a point on a curve concave northerly having a radius of 5964.65 feet a radial of said last mentioned curve at said last mentioned point bears South 15°15'08" West, said last mentioned curve also being the southerly line of Admiralty Way, 80 feet wide, as shown on said map; thence northwesterly along said last mentioned curve through a central angle of 2°20'51" an arc distance of 244.38 feet; thence continuing along said southerly line of Admiralty Way North 72°24'01" West 694.32 feet to said true point of beginning.

Reserving and excepting unto the County of Los Angeles a right of way for fire access, storm drain and harbor utility purposes In and across the above described parcel pf land, within the following described boundaries:

Beginning at the intersection of the northerly line of said Parcel 541 with the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map; thence North 4°32'55" West along said center line 173.94 feet to the northwesterly line of said Parcel 537; thence North 52°40'22" East along said northwesterly line to a line parallel with and 10 feet easterly, measured at right angles, from said center line; thence South 4°32'55" East along said parallel line to said northerly line; thence South 85°59'32" West along said northerly line to the point of beginning.

Reserving and excepting unto the County of Los Angeles a right of way for storm drain purposes in and across the above described parcel of land, within the following described boundaries:

Beginning at the intersection of a line parallel with and 10 feet easterly, measured at right angles, from the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map, with the northwesterly line of said Parcel 537; thence North 52°40'22" East along said northwesterly line to a line parallel with and 26 feet easterly, measured at right angles, from said center line; thence South 4°32'55" East along said last mentioned parallel line to the southerly line of the northerly 17 feet of said Parcel 541; thence South 85°59'32" West along said southerly line 36.00 feet; thence North 4°00'28" West 17.00 feet to the northerly line of said last mentioned parcel; thence North 85°59'32" East along said northerly line to a line which bears North 4°32'55" West and

which passes through the point of beginning; thence North 4°32'55" West to said point of beginning.

Also reserving and excepting unto the County of Los Angeles a right of way for fire access, sanitary sewer and harbor utility purposes in and across the above described parcel of land, within a strip of land 20 feet wide, lying 10 feet on each side of the following described center line:

Beginning at the westerly terminus of that certain course of North 72°24'01" West 75.86 feet in the northerly boundary of Parcel 605, as shown on said map; thence South 72°24'01" East along said last mentioned certain course and its easterly prolongation 195.23 feet to the true point of beginning; thence South 4°00'28" East 201.00 feet to the beginning of a tangent curve concave to the East and having a radius of 111.95 feet; thence southerly along said curve through a central angle of 44°03'43" an arc distance of 86.09 feet to the beginning of a reverse curve concave to the West and having a radius of 35 feet; thence southerly along said reverse curve through a central angle of 44°03'43" a distance of 26.92 feet; thence South 4°00'28" East tangent to said reverse curve 114.22 feet, more or less, to the southerly line of said Parcel 617;

The side lines of said 20 foot strip of land shall be prolonged or shortened at the beginning thereof so as to terminate in said easterly prolongation and shall be prolonged or shortened at the end thereof so as to terminate in said last mentioned southerly line.

Also reserving and excepting unto the County of Los Angeles a right of way for sanitary sewer purposes in and across the above described parcel of land, within a strip of land 6 feet wide, lying 3 feet on each side of the following described center line:

Beginning at the intersection of a line parallel with and 7 feet westerly, measured at right angles, from the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map, with a line parallel with and 21 feet northerly, measured at right angles, from the northerly line of said Parcel 541; thence North 85°59'32" East along said last mentioned parallel line 148.60 feet; thence North 4°00'28" West to a line parallel with and 33 feet northerly, measured at right angles, from the northerly line of said Parcel 547; thence North 85°59'32" East along said last mentioned parallel line 1272.43 feet.

The side lines of said 6 foot strip of land shall be prolonged or shortened so as to terminate at their points of intersection.

Excepting from said 6 foot strip of land that portion thereof which lies southerly of a line parallel with and 21 feet northerly, measured at right angles, from the northerly line of said Parcel 541.

Also excepting from said 6 foot strip of land that portion thereof which lies within the above described 20 foot strip of land for fire access, sanitary sewer and harbor utility purposes.

Also reserving and excepting unto the County of Los Angeles a right of way for sanitary sewer and harbor utility purposes in and across the above described parcel of land, within the following described boundaries:

Beginning at the intersection of the northerly line of said Parcel 541 with the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map; thence North $4^{\circ}32'55''$ West along said center line to a line parallel with and 21 feet northerly, measured at right angles, from said northerly line; thence North $85^{\circ}59'32''$ East along said parallel line to a line parallel with and 11 feet northerly, measured at right angles, from the northerly line of said Parcel 621; thence East along said last mentioned parallel line to a line parallel with and 11 feet northerly, measured at right angles, from the northerly line of said Parcel 630; thence South $77^{\circ}07'44''$ East along said last mentioned parallel line to the westerly line of the easterly 90 feet of said parcel 591; thence South along said westerly line to the southerly line of said last mentioned parcel; thence westerly along the southerly lines of said Parcels 591, 593, 595, 597, 599, 613 to 619 inclusive, 578, 575, 570, 567, 562, 559, 555, 552, 549, 546, 543 and 540 to the point of beginning.

Also reserving and excepting unto the County of Los Angeles a right of way for fire alarm purposes in and across the above described parcel of land, within a strip of land 3 feet wide, the northerly boundary of which is described as follows:

Commencing at the easterly terminus of that certain 960 foot radius curve in the northerly boundary of said Parcel 605; thence westerly along said curve and its westerly continuation 30.42 feet to the true point of beginning; thence easterly along said westerly continuation and said certain curve 30.42 feet to said easterly terminus; thence South $72^{\circ}24'01''$ East along the straight line in said northerly boundary and its easterly prolongation 195.23 feet.

Excepting from said 3 foot strip of land that portion thereof which lies within the above described 20 foot strip of land for fire access, sanitary sewer and harbor utility purposes.

Subject to non-exclusive rights of way for pedestrian and vehicular ingress and egress purposes in and across the above described parcel of land within the westerly 10 feet of the first above described, 20 foot strip of land and within the southerly 5.5 feet of said parcels 613 to 617 inclusive, 591, 593, 595, 597 and 599, excepting from said southerly 5.5 feet that portion thereof which lies westerly of the easterly boundary of the above described 20 foot strip of land and that portion thereof which lies within the easterly 90 feet of said parcel 591, as set forth in the Amended and Restated Lease (Hotel Parcel) being entered into concurrently herewith covering property adjacent to the above described parcel.

EXHIBIT "B-2"

ASSIGNMENT ACCEPTANCE

ACCEPTANCE OF ASSIGNMENT OF LEASE

[●], a [●] ("Assignee"), does hereby accept from ESSEX MARINA CITY CLUB, L.P., a California limited partnership ("Essex"), the assignment of that certain Second Amended and Restated Lease No. 55624, dated October 15, 1987 (as amended, restated, amended and restated, supplemented and assigned from time to time, the "Lease"), made and entered into by and between the COUNTY OF LOS ANGELES ("County"), as lessor, and Assignee, as lessee, covering the leased premises situated in the Marina del Rey Small Craft Harbor of the County, hereinafter sometimes referred to as Parcel 125R, legally described in Exhibit A, attached hereto and incorporated herein, and does hereby assume and agree to perform all obligations past, present and future, created by the terms, covenants and conditions of said Lease on the part of the lessee therein named to be performed.

Assignee acknowledges that the County has advised it that rent and other charges due from the lessee have been paid through [●], as verified by formal audit, and that all sums determined to be due to County as a result of that audit have been satisfactorily paid to County and that rent and other charges due from the lessee have been received by the County in a timely manner for the time period from [●], to the present, but that such payments are subject to formal audit to confirm that the lessee met its rental payment obligations under the Lease. Assignee further acknowledges that once this assignment is complete, it will be responsible for payment of such amounts, if any, determined by any such audit to be due and payable to the County, as well as such future audits conducted for the periods during which Essex is lessee under the Lease.

Assignee further acknowledges that the County has advised it that certain conditions currently existing on the leasehold premises which are described in Exhibit B attached hereto and incorporated herein. Assignee acknowledges that the actual conditions on the leasehold premises may be more or less severe than the descriptions contained in Exhibit B. Assignee acknowledges that its responsibilities regarding the maintenance, repair and replacement of improvements on the leased premises under the lease extend to the existing conditions of the leased premises.

This assignment shall be conditioned and effective upon the close of escrow and upon the full satisfaction of those conditions imposed by the County as set forth in its Consent to Assignment of Lease relating to this assignment.

The acceptance of this assignment and Assignee's assumption of past, present and future obligations created by the terms, covenants and conditions of the Lease shall In no way serve to cancel, limit or impair, as between Essex and Assignee, any separate agreements between them relating to any past, present and/or future obligations under the Lease, except that any such agreement shall not serve to cancel this assignment once it has become complete, or to impair County's right to obtain Assignee's full compliance with the terms of the Lease.

Dated this [●] day of [●], 2025

“ASSIGNEE”

[●], a [●]

By: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE IMPROVED PARCEL

Parcels 527 to 537 inclusive, 540 to 580 inclusive, and 590 to 631 inclusive, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessor's Map No. 88, filed in Book 1, pages 53 to 70 inclusive, of Assessor's Maps, in the office of the Recorder of said County.

Together with a right of way for utility purposes in and across said Parcels 590 and 591, within the following described boundaries:

Beginning at the intersection of the northerly boundary of said Parcel 590 with a line parallel with and 5 feet westerly, measured at right angles, from the easterly line of said last mentioned parcel; thence South along said parallel line to the northerly line of the southerly 20 feet of said Parcel 591; thence North $77^{\circ}07'44''$ West along said northerly line to the westerly line of the easterly 90 feet of said last mentioned parcel; thence North along said westerly line to the northerly line of the southerly 31 feet of said last mentioned parcel; thence South $77^{\circ}07'44''$ East along said last mentioned northerly line to the westerly line of the easterly 15 feet of said last mentioned parcel; thence northerly along said last mentioned westerly line and its northerly prolongation to said northerly boundary; thence easterly along said northerly boundary to the point of beginning.

Also together with a non-exclusive right of way for pedestrian and vehicular ingress and egress purposes in and across said Parcel 603, 608 and 617, within a strip of land 20 feet wide, lying 10 feet on each side on the following described center line:

Beginning at the westerly terminus of that certain course of North $72^{\circ}24'01''$ West 75.86 feet in the northerly boundary of Parcel 605, as shown on said map; thence South $72^{\circ}24'01''$ East along said last mentioned certain course and its easterly prolongation 195.23 feet to the true point of beginning; thence South $4^{\circ}00'28''$ East 201.00 feet to the beginning of a tangent curve concave to the East and having a radius of 111.95 feet; thence southerly along said curve through a central angle of $44^{\circ}03'43''$ an arc distance of 86.09 feet to the beginning of a reverse curve concave to the West and having a radius of 35 feet; thence southerly along said reverse curve through a central angle of $44^{\circ}03'43''$ a distance of 26.92 feet; thence South $4^{\circ}00'28''$ East tangent to said reverse curve 114.22 feet, more or less, to the southerly line of said Parcel 617;

The side lines of said 20 foot strip of land shall be prolonged or shortened at the beginning thereof so as to terminate in said easterly prolongation and shall be prolonged or shortened at the end thereof so as to terminate in said last mentioned southerly line.

Also together with a non-exclusive right of way for pedestrian and vehicular ingress and egress purposes in and across the northerly 5.5 feet of the southerly 11.0 feet of said parcels 613 to 617 inclusive, 591, 593, 595, 597 and 599.

Excepting from said northerly 5.5 feet that portion thereof which lies westerly of the easterly boundary of the above described 20 foot strip of land and that portion thereof which lies within the easterly 90 feet of said parcel 591.

Excepting therefrom that portion thereof within the following described boundaries:

Beginning at the southwesterly corner of said Parcel 541; thence North 85°59'32" East along the southerly line of said last mentioned parcel a distance of 145.00 feet: thence North 4°00'28" West 179.90 feet to the northwesterly line of said last mentioned parcel; thence North 34°51'37" East along said northwesterly line 25.81 feet to the northerly line of said last mentioned parcel; thence North 85°59'32" East along said northerly line 15.00 feet to the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map; thence North 4°32'55" West along said center line 173.94 feet to the northwesterly line of said Parcel 537; thence southwesterly and southeasterly along said last mentioned northwesterly line and the southwesterly line of said last mentioned parcel to the most westerly corner of said Parcel 540; thence southeasterly along the southwesterly line of said last mentioned parcel to said northwesterly line of Parcel 541; thence southwesterly along said last mentioned northwesterly line to the point of beginning.

Also excepting therefrom that portion thereof within the following described boundaries:

Beginning at the northeasterly corner of said Parcel 590; thence westerly along the northerly boundary of said last mentioned parcel to a line parallel with and 90 feet westerly, measured at right angles, from the easterly line of said last mentioned parcel; thence South along said parallel line 205.31 feet to the southerly line of said Parcel 591; thence North 77°07'44" West along said southerly line to a point distant North 77°07'44" West thereon 100.00 feet from the southeasterly corner of said last mentioned parcel; thence South 12°52'16" West to a line parallel with and 80 feet southerly, measured at right angles, from said southerly line; thence South 77°07'44" East along said last mentioned parallel line 56.73 feet to a line parallel with and 60 feet westerly, measured at right angles, from the easterly line of said Parcel 631; thence South along said last mentioned parallel line 123.09 feet to the southerly line of said last mentioned parcel; thence South 77°07'44" East along said last mentioned southerly line to the south-easterly corner of said last mentioned parcel; thence North along the easterly lines of said Parcels 631, 591 and 590 a distance of 407.24 feet to the point of beginning.

Excepting further therefrom that portion thereof within the following described boundaries:

All of Parcels 592, 594, 596, 598, 600, 601, 602, 609 through 612 inclusive and those portions of Parcels 590, 591, 593, 595, 597, 599, 603, 608, 613, 614, 615, 616, and 617, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessors Map No. 88, filed in Book 1, Pages 53 to 70 inclusive, of Assessor's Maps, in the Office of the Registrar-Recorder of said County, described as a whole as follows:

Beginning at the westerly terminus of that certain course of North 72°24'01" West 75.86 feet in the northerly boundary of Parcel 605, as shown on said map; thence South 72°24'01" East

along said last mentioned certain course and its easterly prolongation 195.23 feet to the true point of beginning; thence South 4°00'28" East 201.00 feet to the beginning of a tangent curve concave to the East and having a radius of 111.95 feet; thence southerly along said curve through a central angle of 44°03'43" an arc distance of 86.09 feet to the beginning of a reverse curve concave to the West and having a radius of 35 feet; thence southerly along said reverse curve through a central angle of 44°03'43" a distance of 26.92 feet; thence South 4°00'28" East tangent to said reverse curve 108.72 feet to a line parallel with and distant northerly 5.50 feet, measured at right angles, from the southerly line of said Parcel 617; thence easterly along said parallel line and its easterly prolongation East 516.80 feet to a line parallel with and distant northerly 5.50 feet, measured at right angles, from the southerly line of said Parcel 5971 thence easterly along said last mentioned parallel line and its easterly prolongation South 77°07'44" East 317.35 feet to the westerly line of the easterly 90.00 feet of said Parcel 591; thence northerly along said westerly line and its northerly prolongation North 199.68 feet to a point on a curve concave northerly having a radius of 5964.65 feet a radial of said last mentioned curve at said last mentioned point bears South 15°15'08" West, said last mentioned curve also being the southerly line of Admiralty Way, 80 feet wide, as shown on said map; thence northwesterly along said last mentioned curve through a central angle of 2°20'51" an arc distance of 244.38 feet; thence continuing along said southerly line of Admiralty Way North 72°24'01" West 694.32 feet to said true point of beginning.

Reserving and excepting unto the County of Los Angeles a right of way for fire access, storm drain and harbor utility purposes In and across the above described parcel pf land, within the following described boundaries:

Beginning at the intersection of the northerly line of said Parcel 541 with the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map; thence North 4°32'55" West along said center line 173.94 feet to the northwesterly line of said Parcel 537; thence North 52°40'22" East along said northwesterly line to a line parallel with and 10 feet easterly, measured at right angles, from said center line; thence South 4°32'55" East along said parallel line to said northerly line; thence South 85°59'32" West along said northerly line to the point of beginning.

Reserving and excepting unto the County of Los Angeles a right of way for storm drain purposes in and across the above described parcel of land, within the following described boundaries:

Beginning at the intersection of a line parallel with and 10 feet easterly, measured at right angles, from the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map, with the northwesterly line of said Parcel 537; thence North 52°40'22" East along said northwesterly line to a line parallel with and 26 feet easterly, measured at right angles, from said center line; thence South 4°32'55" East along said last mentioned parallel line to the southerly line of the northerly 17 feet of said Parcel 541; thence South 85°59'32" West along said southerly line 36.00 feet; thence North 4°00'28" West 17.00 feet to the northerly line of said last mentioned parcel; thence North 85°59'32" East along said northerly line to a line which bears North 4°32'55" West and

which passes through the point of beginning; thence North 4°32'55" West to said point of beginning.

Also reserving and excepting unto the County of Los Angeles a right of way for fire access, sanitary sewer and harbor utility purposes in and across the above described parcel of land, within a strip of land 20 feet wide, lying 10 feet on each side of the following described center line:

Beginning at the westerly terminus of that certain course of North 72°24'01" West 75.86 feet in the northerly boundary of Parcel 605, as shown on said map; thence South 72°24'01" East along said last mentioned certain course and its easterly prolongation 195.23 feet to the true point of beginning; thence South 4°00'28" East 201.00 feet to the beginning of a tangent curve concave to the East and having a radius of 111.95 feet; thence southerly along said curve through a central angle of 44°03'43" an arc distance of 86.09 feet to the beginning of a reverse curve concave to the West and having a radius of 35 feet; thence southerly along said reverse curve through a central angle of 44°03'43" a distance of 26.92 feet; thence South 4°00'28" East tangent to said reverse curve 114.22 feet, more or less, to the southerly line of said Parcel 617;

The side lines of said 20 foot strip of land shall be prolonged or shortened at the beginning thereof so as to terminate in said easterly prolongation and shall be prolonged or shortened at the end thereof so as to terminate in said last mentioned southerly line.

Also reserving and excepting unto the County of Los Angeles a right of way for sanitary sewer purposes in and across the above described parcel of land, within a strip of land 6 feet wide, lying 3 feet on each side of the following described center line:

Beginning at the intersection of a line parallel with and 7 feet westerly, measured at right angles, from the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map, with a line parallel with and 21 feet northerly, measured at right angles, from the northerly line of said Parcel 541; thence North 85°59'32" East along said last mentioned parallel line 148.60 feet; thence North 4°00'28" West to a line parallel with and 33 feet northerly, measured at right angles, from the northerly line of said Parcel 547; thence North 85°59'32" East along said last mentioned parallel line 1272.43 feet.

The side lines of said 6 foot strip of land shall be prolonged or shortened so as to terminate at their points of intersection.

Excepting from said 6 foot strip of land that portion thereof which lies southerly of a line parallel with and 21 feet northerly, measured at right angles, from the northerly line of said Parcel 541.

Also excepting from said 6 foot strip of land that portion thereof which lies within the above described 20 foot strip of land for fire access, sanitary sewer and harbor utility purposes.

Also reserving and excepting unto the County of Los Angeles a right of way for sanitary sewer and harbor utility purposes in and across the above described parcel of land, within the following described boundaries:

Beginning at the intersection of the northerly line of said Parcel 541 with the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map; thence North $4^{\circ}32'55''$ West along said center line to a line parallel with and 21 feet northerly, measured at right angles, from said northerly line; thence North $85^{\circ}59'32''$ East along said parallel line to a line parallel with and 11 feet northerly, measured at right angles, from the northerly line of said Parcel 621; thence East along said last mentioned parallel line to a line parallel with and 11 feet northerly, measured at right angles, from the northerly line of said Parcel 630; thence South $77^{\circ}07'44''$ East along said last mentioned parallel line to the westerly line of the easterly 90 feet of said parcel 591; thence South along said westerly line to the southerly line of said last mentioned parcel; thence westerly along the southerly lines of said Parcels 591, 593, 595, 597, 599, 613 to 619 inclusive, 578, 575, 570, 567, 562, 559, 555, 552, 549, 546, 543 and 540 to the point of beginning.

Also reserving and excepting unto the County of Los Angeles a right of way for fire alarm purposes in and across the above described parcel of land, within a strip of land 3 feet wide, the northerly boundary of which is described as follows:

Commencing at the easterly terminus of that certain 960 foot radius curve in the northerly boundary of said Parcel 605; thence westerly along said curve and its westerly continuation 30.42 feet to the true point of beginning; thence easterly along said westerly continuation and said certain curve 30.42 feet to said easterly terminus; thence South $72^{\circ}24'01''$ East along the straight line in said northerly boundary and its easterly prolongation 195.23 feet.

Excepting from said 3 foot strip of land that portion thereof which lies within the above described 20 foot strip of land for fire access, sanitary sewer and harbor utility purposes.

Subject to non-exclusive rights of way for pedestrian and vehicular ingress and egress purposes in and across the above described parcel of land within the westerly 10 feet of the first above described, 20 foot strip of land and within the southerly 5.5 feet of said parcels 613 to 617 inclusive, 591, 593, 595, 597 and 599, excepting from said southerly 5.5 feet that portion thereof which lies westerly of the easterly boundary of the above described 20 foot strip of land and that portion thereof which lies within the easterly 90 feet of said parcel 591, as set forth in the Amended and Restated Lease (Hotel Parcel) being entered into concurrently herewith covering property adjacent to the above described parcel.

EXHIBIT "B-3"

LEASE ASSIGNMENT CONSENT

CONSENT TO ASSIGNMENT OF LEASE

The COUNTY OF LOS ANGELES ("County"), lessor under that certain Second Amended and Restated Lease No. 55624, dated October 15, 1987 (as amended, restated, amended and restated, supplemented and assigned from time to time, the "Lease"), applicable to those certain premises commonly known as Parcel 125R, Marina del Rey Small Craft Harbor, described in Exhibit A, attached hereto and incorporated herein by this reference, does hereby consent to the assignment of said Lease by the present lessee, ESSEX MARINA CITY CLUB, L.P., a California limited partnership ("Essex"), to [●], a [●] ("Assignee"), in accordance with that certain Assignment of Lease and that certain Acceptance of Assignment of Lease prepared in connection with the proposed assignment contemplated thereby (the "Assignment"). County further agrees that upon the effective date of said Assignment, Essex shall be fully relieved of, and released from, any and all obligations to County under the Lease accruing on or after the effective date of said Assignment. It is further understood and agreed that the County's consent to the Assignment is subject to the following express conditions:

1. This Consent to Assignment shall be null and void and of no further force or effect, until and unless the Assignment is complete and irrevocable in all respects within forty-five (45) days of the date of execution on behalf of the County of this Consent to Assignment of Lease.
2. This Consent to Assignment is contingent upon Assignee's assumption and agreement to perform all obligations past, present and future, created by the terms, covenants and conditions of said Lease on the part of the lessee therein named to be performed, as set forth in the Acceptance of Assignment relating to the Assignment, and as otherwise required under the Lease.
3. The Assignment, having once become complete and irrevocable in all respects, shall thereafter be fully binding upon Assignee whether or not Essex and Assignee have entered into a separate agreement or understanding to which the County is not a party and which provides for or otherwise purports to affect the Assignment, and whether or not in such event any party thereto alleges, claims or otherwise shows or proves that there has been a breach, default, violation, or termination of any such separate agreement.
4. This Consent to Assignment is contingent upon the Administrative Transfer Fee, described in Section 5.11 of the Lease, in an amount of \$247,500 due the County is paid in full upon the closing of escrow for the underlying transaction.
5. Essex shall not make any further assignment or sublease of the Lease, nor any portion thereof, without the written consent of County as lessor having first been obtained thereto in accordance with, and to the extent required by, the provisions of Section 10.03 of the Lease.

6. County also hereby consents to the rights of Marina City Condominiums, a California limited partnership, as “Declarant” under that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Subleasehold Condominium Ownership for The Marina City Condominiums, dated January 5, 1988, as amended, restated, amended and restated, supplemented and assigned from time to time, being assigned to Assignee.

Dated this [●] day of [●], 2025

COUNTY OF LOS ANGELES

By: _____
GARY JONES, Director
Department of Beaches and Harbors

ATTEST:
[●],
DEAN C. LOGAN
REGISTRAR-RECORDER/COUNTY CLERK

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN HARRISON
COUNTY COUNSEL
[●]

By: _____
Sonia L. Chan
Senior Deputy County Counsel

EXHIBIT A

LEGAL DESCRIPTION OF THE IMPROVED PARCEL

Parcels 527 to 537 inclusive, 540 to 580 inclusive, and 590 to 631 inclusive, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessor's Map No. 88, filed in Book 1, pages 53 to 70 inclusive, of Assessor's Maps, in the office of the Recorder of said County.

Together with a right of way for utility purposes in and across said Parcels 590 and 591, within the following described boundaries:

Beginning at the intersection of the northerly boundary of said Parcel 590 with a line parallel with and 5 feet westerly, measured at right angles, from the easterly line of said last mentioned parcel; thence South along said parallel line to the northerly line of the southerly 20 feet of said Parcel 591; thence North $77^{\circ}07'44''$ West along said northerly line to the westerly line of the easterly 90 feet of said last mentioned parcel; thence North along said westerly line to the northerly line of the southerly 31 feet of said last mentioned parcel; thence South $77^{\circ}07'44''$ East along said last mentioned northerly line to the westerly line of the easterly 15 feet of said last mentioned parcel; thence northerly along said last mentioned westerly line and its northerly prolongation to said northerly boundary; thence easterly along said northerly boundary to the point of beginning.

Also together with a non-exclusive right of way for pedestrian and vehicular ingress and egress purposes in and across said Parcel 603, 608 and 617, within a strip of land 20 feet wide, lying 10 feet on each side on the following described center line:

Beginning at the westerly terminus of that certain course of North $72^{\circ}24'01''$ West 75.86 feet in the northerly boundary of Parcel 605, as shown on said map; thence South $72^{\circ}24'01''$ East along said last mentioned certain course and its easterly prolongation 195.23 feet to the true point of beginning; thence South $4^{\circ}00'28''$ East 201.00 feet to the beginning of a tangent curve concave to the East and having a radius of 111.95 feet; thence southerly along said curve through a central angle of $44^{\circ}03'43''$ an arc distance of 86.09 feet to the beginning of a reverse curve concave to the West and having a radius of 35 feet; thence southerly along said reverse curve through a central angle of $44^{\circ}03'43''$ a distance of 26.92 feet; thence South $4^{\circ}00'28''$ East tangent to said reverse curve 114.22 feet, more or less, to the southerly line of said Parcel 617;

The side lines of said 20 foot strip of land shall be prolonged or shortened at the beginning thereof so as to terminate in said easterly prolongation and shall be prolonged or shortened at the end thereof so as to terminate in said last mentioned southerly line.

Also together with a non-exclusive right of way for pedestrian and vehicular ingress and egress purposes in and across the northerly 5.5 feet of the southerly 11.0 feet of said parcels 613 to 617 inclusive, 591, 593, 595, 597 and 599.

Excepting from said northerly 5.5 feet that portion thereof which lies westerly of the easterly boundary of the above described 20 foot strip of land and that portion thereof which lies within the easterly 90 feet of said parcel 591.

Excepting therefrom that portion thereof within the following described boundaries:

Beginning at the southwesterly corner of said Parcel 541; thence North 85°59'32" East along the southerly line of said last mentioned parcel a distance of 145.00 feet: thence North 4°00'28" West 179.90 feet to the northwesterly line of said last mentioned parcel; thence North 34°51'37" East along said northwesterly line 25.81 feet to the northerly line of said last mentioned parcel; thence North 85°59'32" East along said northerly line 15.00 feet to the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map; thence North 4°32'55" West along said center line 173.94 feet to the northwesterly line of said Parcel 537; thence southwesterly and southeasterly along said last mentioned northwesterly line and the southwesterly line of said last mentioned parcel to the most westerly corner of said Parcel 540; thence southeasterly along the southwesterly line of said last mentioned parcel to said northwesterly line of Parcel 541; thence southwesterly along said last mentioned northwesterly line to the point of beginning.

Also excepting therefrom that portion thereof within the following described boundaries:

Beginning at the northeasterly corner of said Parcel 590; thence westerly along the northerly boundary of said last mentioned parcel to a line parallel with and 90 feet westerly, measured at right angles, from the easterly line of said last mentioned parcel; thence South along said parallel line 205.31 feet to the southerly line of said Parcel 591; thence North 77°07'44" West along said southerly line to a point distant North 77°07'44" West thereon 100.00 feet from the southeasterly corner of said last mentioned parcel; thence South 12°52'16" West to a line parallel with and 80 feet southerly, measured at right angles, from said southerly line; thence South 77°07'44" East along said last mentioned parallel line 56.73 feet to a line parallel with and 60 feet westerly, measured at right angles, from the easterly line of said Parcel 631; thence South along said last mentioned parallel line 123.09 feet to the southerly line of said last mentioned parcel; thence South 77°07'44" East along said last mentioned southerly line to the south-easterly corner of said last mentioned parcel; thence North along the easterly lines of said Parcels 631, 591 and 590 a distance of 407.24 feet to the point of beginning.

Excepting further therefrom that portion thereof within the following described boundaries:

All of Parcels 592, 594, 596, 598, 600, 601, 602, 609 through 612 inclusive and those portions of Parcels 590, 591, 593, 595, 597, 599, 603, 608, 613, 614, 615, 616, and 617, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessors Map No. 88, filed in Book 1, Pages 53 to 70 inclusive, of Assessor's Maps, in the Office of the Registrar-Recorder of said County, described as a whole as follows:

Beginning at the westerly terminus of that certain course of North 72°24'01" West 75.86 feet in the northerly boundary of Parcel 605, as shown on said map; thence South 72°24'01" East along said last mentioned certain course and its easterly prolongation 195.23 feet to the true point of beginning; thence South 4°00'28" East 201.00 feet to the beginning of a tangent curve concave

to the East and having a radius of 111.95 feet; thence southerly along said curve through a central angle of 44°03'43" an arc distance of 86.09 feet to the beginning of a reverse curve concave to the West and having a radius of 35 feet; thence southerly along said reverse curve through a central angle of 44°03'43" a distance of 26.92 feet; thence South 4°00'28" East tangent to said reverse curve 108.72 feet to a line parallel with and distant northerly 5.50 feet, measured at right angles, from the southerly line of said Parcel 617; thence easterly along said parallel line and its easterly prolongation East 516.80 feet to a line parallel with and distant northerly 5.50 feet, measured at right angles, from the southerly line of said Parcel 5971 thence easterly along said last mentioned parallel line and its easterly prolongation South 77°07'44" East 317.35 feet to the westerly line of the easterly 90.00 feet of said Parcel 591; thence northerly along said westerly line and its northerly prolongation North 199.68 feet to a point on a curve concave northerly having a radius of 5964.65 feet a radial of said last mentioned curve at said last mentioned point bears South 15°15'08" West, said last mentioned curve also being the southerly line of Admiralty Way, 80 feet wide, as shown on said map; thence northwesterly along said last mentioned curve through a central angle of 2°20'51" an arc distance of 244.38 feet; thence continuing along said southerly line of Admiralty Way North 72°24'01" West 694.32 feet to said true point of beginning.

Reserving and excepting unto the County of Los Angeles a right of way for fire access, storm drain and harbor utility purposes In and across the above described parcel pf land, within the following described boundaries:

Beginning at the intersection of the northerly line of said Parcel 541 with the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map; thence North 4°32'55" West along said center line 173.94 feet to the northwesterly line of said Parcel 537; thence North 52°40'22" East along said northwesterly line to a line parallel with and 10 feet easterly, measured at right angles, from said center line; thence South 4°32'55" East along said parallel line to said northerly line; thence South 85°59'32" West along said northerly line to the point of beginning.

Reserving and excepting unto the County of Los Angeles a right of way for storm drain purposes in and across the above described parcel of land, within the following described boundaries:

Beginning at the intersection of a line parallel with and 10 feet easterly, measured at right angles, from the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map, with the northwesterly line of said Parcel 537; thence North 52°40'22" East along said northwesterly line to a line parallel with and 26 feet easterly, measured at right angles, from said center line; thence South 4°32'55" East along said last mentioned parallel line to the southerly line of the northerly 17 feet of said Parcel 541; thence South 85°59'32" West along said southerly line 36.00 feet; thence North 4°00'28" West 17.00 feet to the northerly line of said last mentioned parcel; thence North 85°59'32" East along said northerly line to a line which bears North 4°32'55" West and which passes through the point of beginning; thence North 4°32'55" West to said point of beginning.

Also reserving and excepting unto the County of Los Angeles a right of way for fire access, sanitary sewer and harbor utility purposes in and across the above described parcel of land, within a strip of land 20 feet wide, lying 10 feet on each side of the following described center line:

Beginning at the westerly terminus of that certain course of North $72^{\circ}24'01''$ West 75.86 feet in the northerly boundary of Parcel 605, as shown on said map; thence South $72^{\circ}24'01''$ East along said last mentioned certain course and its easterly prolongation 195.23 feet to the true point of beginning; thence South $4^{\circ}00'28''$ East 201.00 feet to the beginning of a tangent curve concave to the East and having a radius of 111.95 feet; thence southerly along said curve through a central angle of $44^{\circ}03'43''$ an arc distance of 86.09 feet to the beginning of a reverse curve concave to the West and having a radius of 35 feet; thence southerly along said reverse curve through a central angle of $44^{\circ}03'43''$ a distance of 26.92 feet; thence South $4^{\circ}00'28''$ East tangent to said reverse curve 114.22 feet, more or less, to the southerly line of said Parcel 617;

The side lines of said 20 foot strip of land shall be prolonged or shortened at the beginning thereof so as to terminate in said easterly prolongation and shall be prolonged or shortened at the end thereof so as to terminate in said last mentioned southerly line.

Also reserving and excepting unto the County of Los Angeles a right of way for sanitary sewer purposes in and across the above described parcel of land, within a strip of land 6 feet wide, lying 3 feet on each side of the following described center line:

Beginning at the intersection of a line parallel with and 7 feet westerly, measured at right angles, from the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map, with a line parallel with and 21 feet northerly, measured at right angles, from the northerly line of said Parcel 541; thence North $85^{\circ}59'32''$ East along said last mentioned parallel line 148.60 feet; thence North $4^{\circ}00'28''$ West to a line parallel with and 33 feet northerly, measured at right angles, from the northerly line of said Parcel 547; thence North $85^{\circ}59'32''$ East along said last mentioned parallel line 1272.43 feet.

The side lines of said 6 foot strip of land shall be prolonged or shortened so as to terminate at their points of intersection.

Excepting from said 6 foot strip of land that portion thereof which lies southerly of a line parallel with and 21 feet northerly, measured at right angles, from the northerly line of said Parcel 541.

Also excepting from said 6 foot strip of land that portion thereof which lies within the above described 20 foot strip of land for fire access, sanitary sewer and harbor utility purposes.

Also reserving and excepting unto the County of Los Angeles a right of way for sanitary sewer and harbor utility purposes in and across the above described parcel of land, within the following described boundaries:

Beginning at the intersection of the northerly line of said Parcel 541 with the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels

537 and 540, as said center line is shown on said map; thence North 4°32'55" West along said center line to a line parallel with and 21 feet northerly, measured at right angles, from said northerly line; thence North 85°59'32" East along said parallel line to a line parallel with and 11 feet northerly, measured at right angles, from the northerly line of said Parcel 621; thence East along said last mentioned parallel line to a line parallel with and 11 feet northerly, measured at right angles, from the northerly line of said Parcel 630; thence South 77°07'44" East along said last mentioned parallel line to the westerly line of the easterly 90 feet of said parcel 591; thence South along said westerly line to the southerly line of said last mentioned parcel; thence westerly along the southerly lines of said Parcels 591, 593, 595, 597, 599, 613 to 619 inclusive, 578, 575, 570, 567, 562, 559, 555, 552, 549, 546, 543 and 540 to the point of beginning.

Also reserving and excepting unto the County of Los Angeles a right of way for fire alarm purposes in and across the above described parcel of land, within a strip of land 3 feet wide, the northerly boundary of which is described as follows:

Commencing at the easterly terminus of that certain 960 foot radius curve in the northerly boundary of said Parcel 605; thence westerly along said curve and its westerly continuation 30.42 feet to the true point of beginning; thence easterly along said westerly continuation and said certain curve 30.42 feet to said easterly terminus; thence South 72°24'01" East along the straight line in said northerly boundary and its easterly prolongation 195.23 feet.

Excepting from said 3 foot strip of land that portion thereof which lies within the above described 20 foot strip of land for fire access, sanitary sewer and harbor utility purposes.

Subject to non-exclusive rights of way for pedestrian and vehicular ingress and egress purposes in and across the above described parcel of land within the westerly 10 feet of the first above described, 20 foot strip of land and within the southerly 5.5 feet of said parcels 613 to 617 inclusive, 591, 593, 595, 597 and 599, excepting from said southerly 5.5 feet that portion thereof which lies westerly of the easterly boundary of the above described 20 foot strip of land and that portion thereof which lies within the easterly 90 feet of said parcel 591, as set forth in the Amended and Restated Lease (Hotel Parcel) being entered into concurrently herewith covering property adjacent to the above described parcel.

EXHIBIT “B-4”

MEMORANDUM OF LEASE ASSIGNMENT

(SEE ATTACHED)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

[_____]
c/o [_____]
[_____]
[_____]
Attention: [_____]

SPACE ABOVE FOR RECORDER'S USE

MEMORANDUM OF ASSIGNMENT OF LEASE AND
ACCEPTANCE OF ASSIGNMENT OF LEASE

This Memorandum of Assignment of Lease and Acceptance of Assignment of Lease ("Memorandum") is made and entered into as of [●], 2025, by and between ESSEX MARINA CITY CLUB, L.P., a California limited partnership ("Assignor"), and [●], [●] ("Assignee").

Assignor and Assignee agree as follows:

1. Pursuant to that certain Assignment of Lease (the "Assignment"), dated as of [●], 2025, executed by Assignor for the benefit of Assignee, Assignor assigned, transferred, granted, conveyed and set over to Assignee, and Assignor does hereby assign, transfer, grant, convey and set over to Assignee, all of its right, title and interest in and to that certain Second Amended and Restated Lease No. 55624, dated as of October 15, 1987 (as amended, restated, amended and restated, supplemented and assigned from time to time, the "Lease"), made and entered into by and between the County of Los Angeles, as lessor (the "County"), and Assignor, as lessee, covering the leased premises situated in the Marina del Rey Small Craft Harbor of the County, legally described in Exhibit "A" attached hereto and incorporated herein.

2. Pursuant to that certain Acceptance of Assignment of Lease (the "Acceptance"), dated as of [●], 2025, and executed by Assignee, Assignee accepted from Assignor, and Assignee does hereby accept from Assignor, the assignment of the Lease and Assignee agreed, and does hereby agree, to assume and perform all obligations created by the terms, covenants and conditions of said Lease.

3. The purpose of this Memorandum is to give notice of the existence of the assignment of the Lease from Assignor to Assignee and the acceptance of such assignment by Assignee created by this Memorandum, the Assignment and the Acceptance. The exact terms and conditions of the Assignment and the Acceptance are contained therein and each is hereby incorporated herein by reference.

4. This Memorandum is a memorandum of the Assignment and the Acceptance and is subject to all of the terms and conditions of the Assignment and the Acceptance. In the event of any inconsistency between the terms of this Memorandum and the terms of either the Assignment and/or the Acceptance, the terms of the Assignment and/or Acceptance shall prevail. This Memorandum may be executed in counterparts and when assembled shall constitute one document.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of _____,
2025.

ASSIGNOR:

ESSEX MARINA CITY CLUB, L.P.,
a California limited partnership

By: Essex MCC, LLC,
a California limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

[•], a [•]

By: _____
Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
) §
COUNTY OF _____)

On _____, before me, _____ a
Notary Public, personally appeared _____ who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) §
COUNTY OF _____)

On _____, before me, _____ a
Notary Public, personally appeared _____ who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT A

LEGAL DESCRIPTION OF THE IMPROVED PARCEL

Parcels 527 to 537 inclusive, 540 to 580 inclusive, and 590 to 631 inclusive, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessor's Map No. 88, filed in Book 1, pages 53 to 70 inclusive, of Assessor's Maps, in the office of the Recorder of said County.

Together with a right of way for utility purposes in and across said Parcels 590 and 591, within the following described boundaries:

Beginning at the intersection of the northerly boundary of said Parcel 590 with a line parallel with and 5 feet westerly, measured at right angles, from the easterly line of said last mentioned parcel; thence South along said parallel line to the northerly line of the southerly 20 feet of said Parcel 591; thence North $77^{\circ}07'44''$ West along said northerly line to the westerly line of the easterly 90 feet of said last mentioned parcel; thence North along said westerly line to the northerly line of the southerly 31 feet of said last mentioned parcel; thence South $77^{\circ}07'44''$ East along said last mentioned northerly line to the westerly line of the easterly 15 feet of said last mentioned parcel; thence northerly along said last mentioned westerly line and its northerly prolongation to said northerly boundary; thence easterly along said northerly boundary to the point of beginning.

Also together with a non-exclusive right of way for pedestrian and vehicular ingress and egress purposes in and across said Parcel 603, 608 and 617, within a strip of land 20 feet wide, lying 10 feet on each side on the following described center line:

Beginning at the westerly terminus of that certain course of North $72^{\circ}24'01''$ West 75.86 feet in the northerly boundary of Parcel 605, as shown on said map; thence South $72^{\circ}24'01''$ East along said last mentioned certain course and its easterly prolongation 195.23 feet to the true point of beginning; thence South $4^{\circ}00'28''$ East 201.00 feet to the beginning of a tangent curve concave to the East and having a radius of 111.95 feet; thence southerly along said curve through a central angle of $44^{\circ}03'43''$ an arc distance of 86.09 feet to the beginning of a reverse curve concave to the West and having a radius of 35 feet; thence southerly along said reverse curve through a central angle of $44^{\circ}03'43''$ a distance of 26.92 feet; thence South $4^{\circ}00'28''$ East tangent to said reverse curve 114.22 feet, more or less, to the southerly line of said Parcel 617;

The side lines of said 20 foot strip of land shall be prolonged or shortened at the beginning thereof so as to terminate in said easterly prolongation and shall be prolonged or shortened at the end thereof so as to terminate in said last mentioned southerly line.

Also together with a non-exclusive right of way for pedestrian and vehicular ingress and egress purposes in and across the northerly 5.5 feet of the southerly 11.0 feet of said parcels 613 to 617 inclusive, 591, 593, 595, 597 and 599.

Excepting from said northerly 5.5 feet that portion thereof which lies westerly of the easterly boundary of the above described 20 foot strip of land and that portion thereof which lies within the easterly 90 feet of said parcel 591.

Excepting therefrom that portion thereof within the following described boundaries:

Beginning at the southwesterly corner of said Parcel 541; thence North 85°59'32" East along the southerly line of said last mentioned parcel a distance of 145.00 feet: thence North 4°00'28" West 179.90 feet to the northwesterly line of said last mentioned parcel; thence North 34°51'37" East along said northwesterly line 25.81 feet to the northerly line of said last mentioned parcel; thence North 85°59'32" East along said northerly line 15.00 feet to the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map; thence North 4°32'55" West along said center line 173.94 feet to the northwesterly line of said Parcel 537; thence southwesterly and southeasterly along said last mentioned northwesterly line and the southwesterly line of said last mentioned parcel to the most westerly corner of said Parcel 540; thence southeasterly along the southwesterly line of said last mentioned parcel to said northwesterly line of Parcel 541; thence southwesterly along said last mentioned northwesterly line to the point of beginning.

Also excepting therefrom that portion thereof within the following described boundaries:

Beginning at the northeasterly corner of said Parcel 590; thence westerly along the northerly boundary of said last mentioned parcel to a line parallel with and 90 feet westerly, measured at right angles, from the easterly line of said last mentioned parcel; thence South along said parallel line 205.31 feet to the southerly line of said Parcel 591; thence North 77°07'44" West along said southerly line to a point distant North 77°07'44" West thereon 100.00 feet from the southeasterly corner of said last mentioned parcel; thence South 12°52'16" West to a line parallel with and 80 feet southerly, measured at right angles, from said southerly line; thence South 77°07'44" East along said last mentioned parallel line 56.73 feet to a line parallel with and 60 feet westerly, measured at right angles, from the easterly line of said Parcel 631; thence South along said last mentioned parallel line 123.09 feet to the southerly line of said last mentioned parcel; thence South 77°07'44" East along said last mentioned southerly line to the south-easterly corner of said last mentioned parcel; thence North along the easterly lines of said Parcels 631, 591 and 590 a distance of 407.24 feet to the point of beginning.

Excepting further therefrom that portion thereof within the following described boundaries:

All of Parcels 592, 594, 596, 598, 600, 601, 602, 609 through 612 inclusive and those portions of Parcels 590, 591, 593, 595, 597, 599, 603, 608, 613, 614, 615, 616, and 617, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessors Map No. 88, filed in Book 1, Pages 53 to 70 inclusive, of Assessor's Maps, in the Office of the Registrar-Recorder of said County, described as a whole as follows:

Beginning at the westerly terminus of that certain course of North 72°24'01" West 75.86 feet in the northerly boundary of Parcel 605, as shown on said map; thence South 72°24'01" East along said last mentioned certain course and its easterly prolongation 195.23 feet to the true point of beginning; thence South 4°00'28" East 201.00 feet to the beginning of a tangent curve concave

to the East and having a radius of 111.95 feet; thence southerly along said curve through a central angle of 44°03'43" an arc distance of 86.09 feet to the beginning of a reverse curve concave to the West and having a radius of 35 feet; thence southerly along said reverse curve through a central angle of 44°03'43" a distance of 26.92 feet; thence South 4°00'28" East tangent to said reverse curve 108.72 feet to a line parallel with and distant northerly 5.50 feet, measured at right angles, from the southerly line of said Parcel 617; thence easterly along said parallel line and its easterly prolongation East 516.80 feet to a line parallel with and distant northerly 5.50 feet, measured at right angles, from the southerly line of said Parcel 5971 thence easterly along said last mentioned parallel line and its easterly prolongation South 77°07'44" East 317.35 feet to the westerly line of the easterly 90.00 feet of said Parcel 591; thence northerly along said westerly line and its northerly prolongation North 199.68 feet to a point on a curve concave northerly having a radius of 5964.65 feet a radial of said last mentioned curve at said last mentioned point bears South 15°15'08" West, said last mentioned curve also being the southerly line of Admiralty Way, 80 feet wide, as shown on said map; thence northwesterly along said last mentioned curve through a central angle of 2°20'51" an arc distance of 244.38 feet; thence continuing along said southerly line of Admiralty Way North 72°24'01" West 694.32 feet to said true point of beginning.

Reserving and excepting unto the County of Los Angeles a right of way for fire access, storm drain and harbor utility purposes In and across the above described parcel pf land, within the following described boundaries:

Beginning at the intersection of the northerly line of said Parcel 541 with the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map; thence North 4°32'55" West along said center line 173.94 feet to the northwesterly line of said Parcel 537; thence North 52°40'22" East along said northwesterly line to a line parallel with and 10 feet easterly, measured at right angles, from said center line; thence South 4°32'55" East along said parallel line to said northerly line; thence South 85°59'32" West along said northerly line to the point of beginning.

Reserving and excepting unto the County of Los Angeles a right of way for storm drain purposes in and across the above described parcel of land, within the following described boundaries:

Beginning at the intersection of a line parallel with and 10 feet easterly, measured at right angles, from the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map, with the northwesterly line of said Parcel 537; thence North 52°40'22" East along said northwesterly line to a line parallel with and 26 feet easterly, measured at right angles, from said center line; thence South 4°32'55" East along said last mentioned parallel line to the southerly line of the northerly 17 feet of said Parcel 541; thence South 85°59'32" West along said southerly line 36.00 feet; thence North 4°00'28" West 17.00 feet to the northerly line of said last mentioned parcel; thence North 85°59'32" East along said northerly line to a line which bears North 4°32'55" West and which passes through the point of beginning; thence North 4°32'55" West to said point of beginning.

Also reserving and excepting unto the County of Los Angeles a right of way for fire access, sanitary sewer and harbor utility purposes in and across the above described parcel of land, within a strip of land 20 feet wide, lying 10 feet on each side of the following described center line:

Beginning at the westerly terminus of that certain course of North 72°24'01" West 75.86 feet in the northerly boundary of Parcel 605, as shown on said map; thence South 72°24'01" East along said last mentioned certain course and its easterly prolongation 195.23 feet to the true point of beginning; thence South 4°00'28" East 201.00 feet to the beginning of a tangent curve concave to the East and having a radius of 111.95 feet; thence southerly along said curve through a central angle of 44°03'43" an arc distance of 86.09 feet to the beginning of a reverse curve concave to the West and having a radius of 35 feet; thence southerly along said reverse curve through a central angle of 44°03'43" a distance of 26.92 feet; thence South 4°00'28" East tangent to said reverse curve 114.22 feet, more or less, to the southerly line of said Parcel 617;

The side lines of said 20 foot strip of land shall be prolonged or shortened at the beginning thereof so as to terminate in said easterly prolongation and shall be prolonged or shortened at the end thereof so as to terminate in said last mentioned southerly line.

Also reserving and excepting unto the County of Los Angeles a right of way for sanitary sewer purposes in and across the above described parcel of land, within a strip of land 6 feet wide, lying 3 feet on each side of the following described center line:

Beginning at the intersection of a line parallel with and 7 feet westerly, measured at right angles, from the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map, with a line parallel with and 21 feet northerly, measured at right angles, from the northerly line of said Parcel 541; thence North 85°59'32" East along said last mentioned parallel line 148.60 feet; thence North 4°00'28" West to a line parallel with and 33 feet northerly, measured at right angles, from the northerly line of said Parcel 547; thence North 85°59'32" East along said last mentioned parallel line 1272.43 feet.

The side lines of said 6 foot strip of land shall be prolonged or shortened so as to terminate at their points of intersection.

Excepting from said 6 foot strip of land that portion thereof which lies southerly of a line parallel with and 21 feet northerly, measured at right angles, from the northerly line of said Parcel 541.

Also excepting from said 6 foot strip of land that portion thereof which lies within the above described 20 foot strip of land for fire access, sanitary sewer and harbor utility purposes.

Also reserving and excepting unto the County of Los Angeles a right of way for sanitary sewer and harbor utility purposes in and across the above described parcel of land, within the following described boundaries:

Beginning at the intersection of the northerly line of said Parcel 541 with the center line of that certain 20 foot easement for fire access, storm drain and harbor utility purposes, in said Parcels 537 and 540, as said center line is shown on said map; thence North 4°32'55" West along said

center line to a line parallel with and 21 feet northerly, measured at right angles, from said northerly line; thence North $85^{\circ}59'32''$ East along said parallel line to a line parallel with and 11 feet northerly, measured at right angles, from the northerly line of said Parcel 621; thence East along said last mentioned parallel line to a line parallel with and 11 feet northerly, measured at right angles, from the northerly line of said Parcel 630; thence South $77^{\circ}07'44''$ East along said last mentioned parallel line to the westerly line of the easterly 90 feet of said parcel 591; thence South along said westerly line to the southerly line of said last mentioned parcel; thence westerly along the southerly lines of said Parcels 591, 593, 595, 597, 599, 613 to 619 inclusive, 578, 575, 570, 567, 562, 559, 555, 552, 549, 546, 543 and 540 to the point of beginning.

Also reserving and excepting unto the County of Los Angeles a right of way for fire alarm purposes in and across the above described parcel of land, within a strip of land 3 feet wide, the northerly boundary of which is described as follows:

Commencing at the easterly terminus of that certain 960 foot radius curve in the northerly boundary of said Parcel 605; thence westerly along said curve and its westerly continuation 30.42 feet to the true point of beginning; thence easterly along said westerly continuation and said certain curve 30.42 feet to said easterly terminus; thence South $72^{\circ}24'01''$ East along the straight line in said northerly boundary and its easterly prolongation 195.23 feet.

Excepting from said 3 foot strip of land that portion thereof which lies within the above described 20 foot strip of land for fire access, sanitary sewer and harbor utility purposes.

Subject to non-exclusive rights of way for pedestrian and vehicular ingress and egress purposes in and across the above described parcel of land within the westerly 10 feet of the first above described, 20 foot strip of land and within the southerly 5.5 feet of said parcels 613 to 617 inclusive, 591, 593, 595, 597 and 599, excepting from said southerly 5.5 feet that portion thereof which lies westerly of the easterly boundary of the above described 20 foot strip of land and that portion thereof which lies within the easterly 90 feet of said parcel 591, as set forth in the Amended and Restated Lease (Hotel Parcel) being entered into concurrently herewith covering property adjacent to the above described parcel.

EXHIBIT "B-5"

MASTER SUBLEASE ASSIGNMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

[_____]
c/o [_____]
[_____]
[_____]
Attention: [_____]

SPACE ABOVE FOR RECORDER'S USE

**ASSIGNMENT OF ENFORCEMENT
DEEDS OF TRUST, CONDOMINIUM SUBLEASES AND PREPAID LEASES**

This Assignment of Enforcement Deeds of Trust, Condominium Subleases and Prepaid Leases ("Assignment") is dated as of [●], 2025, from ESSEX MARINA CITY CLUB, L.P., a California limited partnership (the "Assignor"), to [●], a [●] (the "Assignee").

RECITALS

Assignor is the lessee of a portion of the Marina del Rey Small Craft Harbor of the County of Los Angeles, California (the "Property"), under that certain Second Amended and Restated Lease (Improved Parcel) No. 55624, dated October 15, 1987 (as amended, restated, amended and restated, supplemented and assigned from time to time, the "Master Lease"). Following execution of the Master Lease, Assignor entered into a Master Condominium Sublease dated as of January 5, 1987 with Marina City Condominiums, a California limited partnership ("Master Sublessee"), pursuant to which a portion of the Property was leased to the Master Sublessee for the purpose of establishing a subleasehold condominium regime with respect thereto (as amended, restated, amended and restated, supplemented and assigned from time to time, the "Master Condominium Sublease"). Following the creation of the subleasehold condominium regime, Master Sublessee commenced a program of assigning its interest under the Master Condominium Sublease, on a condominium by condominium basis, to individual condominium sublessees ("Condominium Sublessees"). Each Condominium Sublessee was assigned, as to a particular condominium unit, the subleasehold estate in such unit together with the undivided subleasehold interest in the Common Area and the Appurtenant Rights applicable to such unit (the "Unit"), as more particularly described in the Assignment and Assumption of Condominium Sublease for the Marina City Club Tower Apartments ("Original Assignment") between Master Sublessee and each initial Condominium Sublessee and recorded in the Official Records of Los Angeles County, California ("Official Records"). As to each Unit, the Master Condominium Sublease and the applicable Original Assignment constitutes the "Condominium Sublease." _____ () Units were established pursuant to the Master Condominium Sublease. _____ () residential units were not converted into condominiums ("Non-Condominium Units"). Such Non-Condominium Units are subject to prepaid leases (collectively, "Prepaid Leases" and each a "Prepaid Lease") entered into by Assignor and individual tenants ("Prepaid Tenants").

Concurrently with the execution of the Original Assignment, each Condominium Sublessee executed in favor of Assignor a Condominium Subleasehold Deed of Trust and Assignment of Rents (collectively, “**Deeds of Trust**” and each a “**Deed of Trust**”), securing certain obligations of each Condominium Sublessee under the Master Condominium Sublease, including the Accrued Monetary Obligations defined therein, that arise or accrue from time to time under the Master Condominium Sublease. A list of the Units and the corresponding Deeds of Trust recorded in the Official Records is attached hereto as **Exhibit “A”**. Each Deed of Trust encumbers all right, title, interest and estate possessed by each Condominium Sublessee under the Master Condominium Sublease and the Original Assignment, including, without limitation, the Condominium Sublease and all right, title, interest and estate possessed by each Condominium Sublessee in and to their respective Unit.

Pursuant to the Enforcement Deed of Trust Program (the “**EDOT Program**”) described in a letter agreement (the “**Letter Agreement**”) dated as of June 30, 1994 from Assignor to Marina City Club Homeowners Association, Condominium Sublessees have the option to elect to subordinate the Deed of Trust on its Unit to new financing (the “**Subordination Election**”). Any Condominium Sublessee that makes such Subordination Election will have to deposit with an independent escrow holder an amount equal to two months of ground rent and maintenance fees (the “**Deposit**”). The Deposit is intended to fund any failure by any Condominium Sublessee that has elected to subordinate its Deed of Trust to pay maintenance fees and ground rent in the future. Assignor represents that none of the Condominium Sublessees as of the date of this Assignment have made the Subordination Election and that there are no Deposits in existence with any independent escrow holder with respect to any of the Units.

_____ of the deeds of trust listed on **Exhibit “A”** relate to the Non-Condominium Units and secure certain obligations of each Prepaid Tenant under the Prepaid Leases governing such Non-Condominium Units (“**Non-Condominium Deeds of Trust**”). Such Non-Condominium Deeds of Trust are also being assigned by Assignor to Assignee pursuant to this Assignment. The Deeds of Trust and the Non-Condominium Deeds of Trust shall be collectively referred to herein as the “**Enforcement Deeds of Trust**.”

Concurrently herewith, Assignor is assigning its interests under the Master Lease to Assignee pursuant to a separate assignment document, and Assignee has required this Assignment as a condition to such assignment. The phrase “**Effective Date**” shall mean the date of the transfer of the Master Lease.

Assignor desires to assign and transfer to Assignee all its right, title and interest in and to the Enforcement Deeds of Trust, the Condominium Subleases and the Prepaid Leases, and Assignee desires to acquire Assignor’s rights, title and interest as aforesaid under the Enforcement Deeds of Trust, the Condominium Subleases and the Prepaid Leases in accordance with the terms hereof.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. Definitions. All words and phrases defined in the Master Lease have the same meanings in this Assignment, which definitions are incorporated herein by reference, unless a different definition is set forth in this Assignment.

2. Assignment. Assignor hereby assigns and sets over and transfers to Assignee all the right, title and interest of the Assignor in, to and under the Enforcement Deeds of Trust, the Condominium Subleases and the Prepaid Leases. Assignee hereby accepts the assignment and transfer of the Enforcement Deeds of Trust, the Condominium Subleases and the Prepaid Leases from Assignor, and agrees to assume and perform all of Assignor's duties and obligations under the Enforcement Deeds of Trust, the Condominium Subleases and the Prepaid Leases.

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee that:

To the best knowledge of Assignor, there has been no violation of the EDOT Program.

To the best knowledge of Assignor, the Letter Agreement is in full force and effect.

To the best knowledge of Assignor, none of the Condominium Sublessees as of the date of this Assignment have made the Subordination Election and there are no Deposits in existence with any independent escrow holder with respect to any of the Units.

A true, correct and complete Rent Roll listing the Condominium Leases and the Prepaid Leases has been delivered to Assignee by Assignor.

Exhibit "A" is a true, correct and complete list of the Units, the Non-Condominium Units and their corresponding Enforcement Deeds of Trust.

To the best knowledge of Assignor, (i) except as disclosed on the Rent Roll, no Condominium Sublessee or Prepaid Tenant was in material default as of [●], 2025 under any applicable Condominium Sublease, Prepaid Lease or Enforcement Deed of Trust, and (ii) there are no existing defenses or offsets against any amounts due or to become due from any Condominium Sublessee or Prepaid Tenant under any applicable Condominium Sublease, Prepaid Lease or Enforcement Deed of Trust.

To the best knowledge of Assignor, (i) Assignor is not in default under any Condominium Sublease, Prepaid Lease or Enforcement Deed of Trust; (ii) each of the Enforcement Deeds of Trust, the Condominium Subleases and the Prepaid Leases is in full force and effect; (iii) Assignor has not assigned any interest in the Enforcement Deeds of Trust, the Condominium Subleases or the Prepaid Leases to any person other than Assignee; and (iv) all Enforcement Deeds of Trust remain a first priority lien encumbering the Condominium Subleases or the Prepaid Leases, as applicable.

To the best knowledge of Assignor, all Original Assignments and Prepaid Leases are substantially similar to, and contain no materially adverse changes from, the form of Assignment and Assumption of Condominium Sublease for the Marina City Club Condominiums attached as Exhibit "C" to the Master Condominium Sublease.

To the best knowledge of Assignor, all Enforcement Deeds of Trust are substantially similar to, and contain no materially adverse changes from, the form of Condominium Subleasehold Deed of Trust attached as Exhibit "J" to the Master Condominium Sublease.

The execution, delivery, and performance of this Assignment does not and will not violate any provision of any applicable law, rule or regulation or of any order, judgment, writ, award or decree of any court, arbitrator, or governmental instrumentality, domestic or foreign, applicable to Assignor.

4. Severability. In case any one or more of the provisions contained in this Assignment are invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein will not be affected or impaired thereby.

5. Counterparts. This Assignment may be executed in any number of counterparts, each executed counterpart constituting an original, but all counterparts together constituting only one instrument.

6. Governing Law. It is the intention of the parties hereto that this Assignment and the rights and obligations of the parties hereunder shall be governed, construed and enforced in accordance with the laws of the State of California, without reference to the conflicts of laws and principles of the State of California.

7. Indemnifications.

Assignor shall indemnify, protect, defend and hold Assignee harmless from and against any and all claims, costs, demands, losses, damages, liabilities, lawsuits, actions and other proceedings, judgments, awards and expenses of every kind and nature whatsoever, including without limitation, reasonable attorneys' fees, arising out of or relating to, directly or indirectly, in whole or in part, the Enforcement Deeds of Trust, the Condominium Subleases and/or the Prepaid Leases, to the extent arising or occurring from the existence of any of the foregoing or any acts or omissions first occurring before the Effective Date of this Assignment.

Assignee shall indemnify, protect, defend and hold Assignor harmless from and against any and all claims, costs, demands, losses, damages, liabilities, lawsuits, actions and other proceedings, judgments, awards and expenses of every kind and nature whatsoever, including without limitation, reasonable attorneys' fees, arising out of or relating to, directly or indirectly, in whole or in part, the Enforcement Deeds of Trust, the Condominium Subleases and/or the Prepaid Leases, to the extent arising or occurring from the existence of any of the foregoing or any acts or omissions first occurring on or after the Effective Date of this Assignment.

8. Knowledge. The phrase “**To the best knowledge of Assignor**” or words of similar import means the actual, as distinguished from implied, imputed or constructive, knowledge of Adam Berry without any obligation to make any independent inquiry or investigation whatsoever.

**[Remainder of Page Intentionally Left Blank
Signature pages follow]**

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first above written.

ASSIGNOR:

ESSEX MARINA CITY CLUB, L.P.,

a California limited partnership

By: Essex MCC, LLC,

a California limited liability company

By: _____

Name: _____

Title: _____

ASSIGNEE:

[•],

a [•]

By: _____

Name: _____

Title: _____

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/22/2026							
BOARD MEETING DATE	5/12/2026							
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1 st ☒ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th							
DEPARTMENT(S)								
SUBJECT	Negotiated Property Tax Exchange Joint Resolution – Los Angeles Reorganization 2021-11							
PROGRAM								
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes ☒ No							
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:							
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ No – Not Applicable							
DEADLINES/ TIME CONSTRAINTS								
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$</td><td>Funding source:</td></tr> <tr> <td colspan="2">TERMS (if applicable): Parcel adjustment at 1/100 of a cent, loss per \$1,000 of adjusted assessed value.</td></tr> <tr> <td colspan="2">Explanation: Property tax transfer and future revenue growth is negligible and will have minimal impact to the County.</td></tr> </table>		Total cost: \$	Funding source:	TERMS (if applicable): Parcel adjustment at 1/100 of a cent, loss per \$1,000 of adjusted assessed value.		Explanation: Property tax transfer and future revenue growth is negligible and will have minimal impact to the County.	
Total cost: \$	Funding source:							
TERMS (if applicable): Parcel adjustment at 1/100 of a cent, loss per \$1,000 of adjusted assessed value.								
Explanation: Property tax transfer and future revenue growth is negligible and will have minimal impact to the County.								
PURPOSE OF REQUEST	Adopt Joint Resolution between the Board of Supervisors, as the governing body of the County, Consolidated Fire Protection District, and on behalf of the LA County Library and Road District No. 3; the City Council of the City of Los Angeles; the Board of Directors of the West Basin Municipal Water District, based on the negotiated exchange of property tax revenue as a result of the proposed Reorganization No. 2021-11, to annex approximately 0.64± acres of inhabited territory to the City of Los Angeles.							
BACKGROUND (include internal/external issues that may exist including any related motions)	Single parcel (CBS Television parking lot) annexation in District 2. The affected territory is currently an island of unincorporated County. All other portions of the property and the surrounding area are located in the City; as such, the proposed annexation is necessary to put the entire property under one jurisdiction, ensuring that government services in the affected territory are consolidated.							
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:							

SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Doyle Chow, Principal Analyst, (213) 893-0055, dchow@ceo.lacounty.gov Robert Moran, Principal Analyst, (213) 974-1130, rmoran@ceo.lacounty.gov



COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101 ceo.lacounty.gov

ACTING CHIEF EXECUTIVE OFFICER

Joseph M. Nicchitta

May 12, 2026

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**JOINT RESOLUTION BETWEEN THE BOARD OF SUPERVISORS OF THE COUNTY
OF LOS ANGELES, THE CITY COUNCIL OF THE CITY OF LOS ANGELES, AND
THE BOARD OF DIRECTORS OF THE WEST BASIN MUNICIPAL WATER
DISTRICT, APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF
PROPERTY TAX REVENUE RESULTING FROM THE ANNEXATION OF
UNINCORPORATED TERRITORY KNOWN AS
REORGANIZATION NO. 2021-11 TO THE CITY OF LOS ANGELES
(SECOND DISTRICT) (3-VOTES)**

SUBJECT

This action is to adopt the Joint Resolution for the Negotiated Exchange of Property Tax Revenue (Joint Resolution) associated with the annexation involving the detachment of unincorporated territory from the County of Los Angeles (County) and the annexation of said territory to the City of Los Angeles (City).

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Joint Resolution is not subject to the provisions of the California Environmental Quality Act (CEQA) because the proposed actions do not meet the definition of a project for the reasons stated herein and the reasons reflected in the record.
2. Adopt the attached Joint Resolution between the Board of Supervisors (Board), as



the governing body of the County, Consolidated Fire Protection District, and on behalf of the LA County Library and Road District No. 3; the City Council of the City; the Board of Directors of the West Basin Municipal Water District, based on the negotiated exchange of property tax revenue as a result of the proposed Reorganization No. 2021-11, to annex approximately 0.64± acres of inhabited territory to the City [Joint Resolution].

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City Council of the City and the Board of Directors of the West Basin Municipal Water District have adopted the Joint Resolution based on the negotiated exchange of property tax revenue resulting from the proposed annexation of unincorporated territory to the City. The territory consists of 0.64± acres of inhabited territory located south of the intersection of Beverly Boulevard and Genesee Avenue, in unincorporated County area adjacent to the City. The affected territory [Gilmore Island] is part of a larger 25 acre property, which is owned by a single entity. The affected territory is currently an island of unincorporated County area. All other portions of the property and the surrounding area are located in the City; as such, the proposed annexation is necessary to put the entire property under one jurisdiction, ensuring that government services in the affected territory are consolidated.

In order for the Local Agency Formation Commission (LAFCO) for the County to proceed with the required hearings on the proposed annexation, the Board, as the governing body of the County, the Consolidated Fire Protection District, and on behalf of the LA County Library and Road District No. 3, must adopt the Joint Resolution.

Implementation of Strategic Plan Goals

These actions support the County's Strategic Plan North Star 3 — Realize Tomorrow's Government Today — by strengthening our internal controls and processes while being cognizant of efficiency to continue good stewardship of the public trust and fiscal responsibility.

FISCAL IMPACT/FINANCING

The adopted Joint Resolution will transfer \$18,506 in base property tax revenue and 0.272305566 of the annual property tax increment in the affected Tax Rate Area from the County General Fund to the City, as contained in the Joint Resolution. The adjustment to the County's base will be made in the fiscal year following the filing of the statement of boundary change for Reorganization No. 2021-11 with the California State Board of Equalization.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Part 3, Title 5 of the California Government Code, commencing with section 56000, the City adopted a resolution and filed an application with LAFCO to initiate proceedings for annexation of the subject territory to the City.

Section 99 of the California Revenue and Taxation Code (R&T Code) requires that prior to the effective date of any jurisdictional change, the governing bodies of all agencies whose service area, or service responsibilities will be altered by such change must address the fiscal impacts of the proposed annexation by negotiating a reallocation of property tax revenue between the affected agencies and approve and accept such reallocation by resolution. The City Council of the City, and the Board of Directors of the West Basin Municipal Water District have adopted the negotiated Joint Resolution, as required by Section 99 of the R&T Code.

Adoption of the Joint Resolution by the Board will allow LAFCO to schedule the required public hearings to consider testimony on the proposed annexation. LAFCO will subsequently take action to approve, approve with changes, or disapprove the proposal for the annexation.

County Counsel has reviewed the Joint Resolution and has approved as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed actions are not projects pursuant to CEQA, because they are activities excluded from the definition of a project by section 15378(b) of the State CEQA Guidelines. The proposed actions create a government funding mechanism, a fiscal activity which does not involve any commitment to any specific project, which may result in a potentially significant physical impact on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Upon the effective date of the annexation, the City will become responsible for providing municipal services to the annexing territory.

CONCLUSION

At such time as the recommendation is approved by the Board, please provide an approved copy of this letter and a copy of the signed Joint Resolutions to LAFCO Executive Officer, Paul A. Novak by email at pnovak@lalafco.org; return one approved copy of this letter and a copy of the signed Joint Resolutions to the Chief Executive

The Honorable Board of Supervisors
5/12/2026
Page 4

Office – Budget and Operations Management Branch – Annexations and Financing Districts; and return one approved copy of this letter and a copy of the signed Joint Resolutions to the Auditor-Controller – Property Tax Apportionment Division.

Respectfully submitted,

JOSEPH M. NICCHITTA
Acting Chief Executive Officer

JMN:JG:MM
RM:DC:cg

Enclosures

c: Executive Office, Board of Supervisors
 County Counsel
 Sheriff
 Auditor-Controller
 Fire
 LA County Library
 Parks and Recreation
 Public Works
 Regional Planning
 Local Agency Formation Commission for the
 County of Los Angeles

JOINT RESOLUTION OF THE BOARD OF SUPERVISORS, AS THE GOVERNING BODY OF THE COUNTY OF LOS ANGELES AND THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, AND THE CITY COUNCIL OF THE CITY OF LOS ANGELES, APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE RESULTING FROM THE ANNEXATION OF TERRITORY KNOWN AS REORGANIZATION 2021-11 TO THE CITY OF LOS ANGELES, DETACHMENT FROM THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE WEST BASIN MUNICIPAL WATER DISTRICT

WHEREAS, the applicant initiated proceedings with the Local Agency Formation Commission for Los Angeles County (LAFCO) for the annexation of territory identified as Reorganization 2021-11 to the City of Los Angeles (City);

WHEREAS, pursuant to Section 99 of the California Revenue and Taxation Code, for specified jurisdictional changes, the governing bodies of affected agencies shall negotiate and determine the amount of property tax revenue to be exchanged between the affected agencies;

WHEREAS, the area proposed for annexation is identified as Reorganization 2021-11 and approximately 0.64± acres of uninhabited territory to the City of Los Angeles; and affected territory is located south of the intersection of Beverly Boulevard and Genesee Avenue in unincorporated Los Angeles County adjacent to the City of Los Angeles;

WHEREAS, upon annexation of the proposed area to the City, the territory shall be detached from the Consolidated Fire Protection District of Los Angeles County;

WHEREAS, upon annexation of the proposed area to the City, the territory shall be withdrawn from the Road District No. 3;

WHEREAS, upon annexation of the proposed area to the City, the territory shall be withdrawn from the LA County Library;

WHEREAS, upon annexation of the proposed area to the City, the territory shall be detached from the West Basin Municipal Water District;

WHEREAS, the Board of Supervisors of the County of Los Angeles (County), as governing body of the County, the Consolidated Fire Protection District of Los Angeles County, and on behalf of Road District No. 3, and the LA County Library; the City Council of the City of Los Angeles, have determined the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation of the unincorporated territory identified as Reorganization 2021-11, is as set forth below:

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenue between the County and the City, resulting from Reorganization 2021-11 is approved and accepted for the annexation of territory to the City of Los Angeles in Tax Rate Area 01366.

2. For the fiscal year commencing in the year after the filing of the statement of boundary change for Reorganization 2021-11 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the tax-sharing ratio allocated to the Consolidated Fire Protection District in the area subject to Reorganization 2021-11 shall be reduced to zero.

3. For the fiscal year commencing in the year after the filing of the statement of boundary change for Reorganization 2021-11 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, property tax revenue allocated to County Road District No. 3, in the area subject to Reorganization 2021-11 shall be transferred to the County of Los Angeles, and the County Road District No. 3 share in the annexation area shall be reduced to zero.

4. For the fiscal year commencing in the year after the filing of the statement of boundary change for Reorganization 2021-11 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, property tax revenue allocated to the LA County Library, in the area subject to Reorganization 2021-11 shall be transferred to the County of Los Angeles, and the LA County Library share in the annexation area shall be reduced to zero.

5. For the fiscal year commencing in the year after the filing of the statement of boundary change for Reorganization 2021-11 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, a base of Eighteen Thousand Five Hundred Six dollars (\$18,506) in base property tax revenue attributable to Reorganization 2021-11, and 0.272305566 of annual property tax increment attributable to Reorganization 2021-11 shall be transferred from the County of Los Angeles to the City of Los Angeles.

6. The City acknowledges that from and after the effective date of Reorganization 2021-11, the City will be responsible for the enforcement of flood plain management regulations within the area annexed by the City and shall assume responsibility for administering compliance with the National Flood Insurance Program in connection with the area annexed by the City.

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(Signed in Counterpart)

PASSED, APPROVED AND ADOPTED this 26th day of January 2026 by the following vote:

AYES: Donald Dear, Scott Houston, Desi Alvarez, Tom Frayce, Gloria Gray

NOES: _____

ABSENT: _____

ABSTAIN: _____

West Basin Municipal Water District

Donald L Dear
Signature

Donald L. Dear, Board President
Print Name and Title

ATTEST:

Donny Frawley
Secretary

(Signed in Counterpart)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/22/2026	
BOARD MEETING DATE	5/12/2026	
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☒ 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Building Rehabilitation Appeals Board Findings and Orders	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No	
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$0.00	Funding source: N/A
	TERMS (if applicable): N/A	
	Explanation: There will be no increase in net County cost or negative fiscal impact. Costs of the abatement work are billed to the property owner(s). Failure to pay the bill will cause a special assessment to be placed on the tax bill and a Notice of Abatement Lien will be recorded against the property with the County Registrar-Recorder/County Clerk's office.	
PURPOSE OF REQUEST	The recommended action supports abating public nuisances through rehabilitation procedures. The Los Angeles County Code, Title 26 - Building Code, authorizes the Building Rehabilitation Appeals Board (BRAB) to hear appeals related to public nuisances. Public Works is requesting Board approval to adopt the BRAB's findings and orders to abate nuisances, such as trash, junk, debris, discarded furniture and appliances, miscellaneous personal property, and overgrown vegetation, at the following locations: • 900 Searchlight Ranch Road, Acton • 33792 Hubbard Road, Acton • 45006 42nd Street E, Lancaster • 40227 Fieldspring Street, Palmdale	
BACKGROUND	California Government Code Section 25845 requires that property owners be given an opportunity to appear before the Board and be heard before the County abates a	

(include internal/external issues that may exist including any related motions)	nuisance. The Board has delegated this hearing to the BRAB, which must provide a written recommendation to the Board. Public Works took the following administrative actions to correct the public nuisances identified at the properties: • Initiated Informal Notice process but resulted in no compliance from the property owner(s). • Initiated Formal Letter process but resulted in no compliance from the property owner(s). • Initiated the Building Rehabilitation Appeals Board Hearing process. • Recommend the Board adopt the findings and orders of the BRAB.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: This Board agenda item supports Board Priority No. 7, Sustainability, by abating public nuisances and working towards the vision of making the County healthier, more livable, economically stronger, more equitable, and more resilient.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Luis Ramirez, Deputy Director, (626) 458-4004, Cell (626) 434-5219, luramire@pw.lacounty.gov.



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

May 12, 2026

IN REPLY PLEASE
REFER TO FILE:

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**MUNICIPAL SERVICES CORE SERVICE AREA
ADOPT THE FINDINGS AND ORDERS OF THE
BUILDING REHABILITATION APPEALS BOARD IN THE
UNINCORPORATED AREAS OF ACTON,
LANCASTER, AND PALMDALE
(SUPERVISORIAL DISTRICT 5)
(3-VOTES)**

SUBJECT

Public Works is seeking Board approval to adopt the findings and orders of the Building Rehabilitation Appeals Board pursuant to the Los Angeles County Code, Title 26 - Building Code, for the arrest and abatement of neighborhood deterioration and the elimination of unsightly, unsafe, and unhealthy conditions, which constitute a public nuisance.

IT IS RECOMMENDED THAT THE BOARD:

1. Adopt the findings and orders of the Building Rehabilitation Appeals Board that provide for the abatement of public nuisances at the following locations:
 - 900 Searchlight Ranch Road, Acton, CA 93510
 - 33792 Hubbard Road, Acton, CA 93510
 - 45006 42nd Street E, Lancaster, CA 93535
 - 40227 Fieldspring Street, Palmdale, CA 93591

2. Approve a new compliance date of 30 days from the date of Board approval for the properties listed above.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to provide for the abatement of public nuisances through rehabilitation procedures. The Los Angeles County Code, Title 26 - Building Code, provides for a Building Rehabilitation Appeals Board (BRAB) to hear appeals on matters concerning public nuisances.

The actions will provide for the arrest and abatement of neighborhood deterioration and the elimination of unsightly, unsafe, and unhealthy conditions, which constitute a public nuisance. These actions will also improve the quality of life for the surrounding neighborhoods and the overall County community.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal C, Public Safety, Strategy i, Prevention, Protection & Safety, by providing services to the public that have a wide-reaching positive effect on the entire community by abating conditions that constitute a public nuisance. The recommendations also support North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy iv, Environmental Justice, by allowing the County, when necessary, to take actions to demolish unsafe structures and clean up unsightly properties that pose health and safety threats to the community.

FISCAL IMPACT/FINANCING

There will be no increase in net County cost or negative fiscal impact. Costs of the abatement work are billed to the property owner(s). Failure to pay the bill will cause a special assessment to be placed on the tax bill and a Notice of Abatement Lien will be recorded against the property with the County Registrar-Recorder/County Clerk's office.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County will abate public nuisances through Public Works personnel and/or on-call contract services or Departmental Service Orders with the Internal Services Department and Department of Agricultural Commissioner/Weights and Measures.

The Los Angeles County Code, Title 26 - Building Code, provides for the abatement of public nuisances through rehabilitation procedures contained in Chapter 99.

California Government Code Section 25845 requires that the property owner(s) be provided an opportunity to appear before the Board of Supervisors and be heard prior to abatement of the nuisance(s) by the County. However, the Board adopted modified procedures that delegated the required hearing to the BRAB with the requirement that the BRAB make a written recommendation to the Board.

The BRAB conducted the required hearing for the properties listed below on January 14, 2026. The BRAB considered all competent evidence and testimony offered by all persons pertaining to the matters of the substandard properties. The BRAB made a finding of facts in the matter and declared the following properties a public nuisance. The Board may either adopt these findings and orders of the BRAB without further notice of hearing or may set the matter for a de novo hearing before the Board.

ADDRESS: 900 Searchlight Ranch Road, Acton, CA 93510

Finding and Orders: The BRAB made a finding that by April 14, 2026, the property be cleared of all trash, junk, debris, discarded household personal property, and all overgrown vegetation; and the structure(s) be repaired to code, rebuilt to code, or demolished. Demolition includes the removal of all foundations, slabs, walks, driveways, and debris, and the proper abandonment of any sewer or sewage disposal system. The property is to be secured to prevent unauthorized entry and maintained clear thereafter.

List of Defects

1. Maintenance of premises so out of harmony and/or conformity with the maintenance standards of adjacent properties as to cause substantial diminution of the enjoyment, use, or property values of such adjacent properties.
2. The building is fire damaged, dilapidated, apparently abandoned, open and accessible to juveniles and transients, and is a health, fire, and safety hazard to the adjacent community. The building or structure must be secured or closed forthwith so as to prevent unauthorized persons from gaining access thereto.
3. Doors and windows are broken and lacking, constituting hazardous conditions and inviting trespassers.
4. The roof covering is destroyed and damaged.
5. Portions of the ceiling joists and covering are damaged and inadequate to support the ceiling and roof loads.

6. The electrical service and electrical wiring are non-compliant, damaged, and hazardous due to exposed conductors.
7. Trash, junk, debris, and miscellaneous articles of personal property are scattered about the premises.

ADDRESS: 33792 Hubbard Road, Acton, CA 93510

Finding and Orders: The BRAB made a finding that by April 14, 2026, the property must be cleared of all trash, junk, debris, discarded household furniture, and miscellaneous personal property; and the property be maintained clear thereafter.

List of Defects

1. Maintenance of premises so out of harmony and/or conformity with the maintenance standards of adjacent properties as to cause substantial diminution of the enjoyment, use, or property values of such adjacent properties.
2. Windows are broken.
3. Trash, junk, debris, and miscellaneous articles of personal property are scattered about the premises.
4. Abandoned, wrecked, dismantled, or inoperable vehicle(s) or parts thereof stored for unreasonable periods of time on the premises.

ADDRESS: 45006 42nd Street, Lancaster, CA 93535

Finding and Orders: The BRAB made a finding that by April 14, 2026, the property must be cleared of all trash, junk, debris, discarded household furniture and appliances, miscellaneous personal property, and all overgrown vegetation; and the property be maintained clear thereafter.

List of Defects

1. Maintenance of premises so out of harmony and/or conformity with the maintenance standards of adjacent properties as to cause substantial diminution of the enjoyment, use, or property values of such adjacent properties.
2. Trash, junk, debris, and miscellaneous articles of personal property are scattered about the premises.

3. Overgrown vegetation and weeds constituting an unsightly appearance or danger to public safety and welfare.

ADDRESS: 40227 Fieldspring Street, Palmdale, CA 93591

Finding and Orders: The BRAB made a finding that by April 14, 2026, the property must be cleared of all trash, junk, debris, discarded household furniture and appliances, miscellaneous personal property, and all overgrown vegetation; and the property be maintained clear thereafter.

List of Defects

1. Maintenance of premises so out of harmony and/or conformity with the maintenance standards of adjacent properties as to cause substantial diminution of the enjoyment, use, or property values of such adjacent properties.
2. Broken or discarded household furniture and equipment in yard areas for unreasonable periods of time.
3. Trash, junk, debris, and miscellaneous articles of personal property are scattered about the premises.
4. The premises contain abandoned or broken equipment, furniture, junk, debris, tires, boxes, cans, neglected machinery, refrigerators, and freezers, constituting an unsightly appearance or attractive nuisance dangerous to children and to public safety.
5. Overgrown vegetation, dead trees, and weeds constituting an unsightly appearance or danger to public safety and welfare.
6. The building is dilapidated, apparently abandoned, and fire damaged.
7. Abandoned, wrecked, dismantled, or inoperable vehicle(s) or parts thereof stored for unreasonable periods of time on the premises.
 - Blue Honda, CRX, License No.: 3KFB099
 - Black Chevrolet, Suburban, License No.: 6WAZ035
 - White Ford, Expedition, License No.: 6WAK035
 - Light Gray Honda, Civic, License No.: 5TEE724
 - Tan Honda, Accord, License No.: APGH040

ENVIRONMENTAL DOCUMENTATION

Find that the action set forth in this Board letter is not a project pursuant to the California Environmental Quality Act.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects as a result of adopting the findings and orders of the BRAB.

CONCLUSION

The BRAB confirmed the County Building Official's findings that the listed properties are substandard because they are injurious to health, offensive to the senses, and obstruct the free use of neighboring properties that interfere with the comfortable enjoyment of life and property.

Please return one adopted copy of this Board letter to Public Works, Building and Safety Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:HH:cm

cc: Chief Executive Office (Christine Frias)
County Counsel
Executive Office, Board of Supervisors

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/22/2026		
BOARD MEETING DATE	5/12/2026		
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☒ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Building Rehabilitation Appeals Board Findings and Orders		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No		
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.		
DEADLINES/ TIME CONSTRAINTS	N/A		
COST & FUNDING	Total cost: \$0.00	Funding source: N/A	
	TERMS (if applicable): N/A		
	Explanation: There will be no increase in net County cost or negative fiscal impact. Costs of the abatement work are billed to the property owner(s). Failure to pay the bill will cause a special assessment to be placed on the tax bill and a Notice of Abatement Lien will be recorded against the property with the County Registrar-Recorder/County Clerk's office.		
PURPOSE OF REQUEST	The recommended action supports abating public nuisances through rehabilitation procedures. The Los Angeles County Code, Title 26 - Building Code, authorizes the Building Rehabilitation Appeals Board (BRAB) to hear appeals related to public nuisances. Public Works is requesting Board approval to adopt the BRAB's findings and orders to abate nuisances, such as trash, junk, debris, discarded furniture and appliances, miscellaneous personal property, and overgrown vegetation, at the following locations: 671 South Hillview Avenue, Los Angeles (1) 1224 South Fetterly Avenue, Los Angeles (1) 1442-1444 South Woods Avenue, Los Angeles (1) 4600 East Olympic Boulevard, Los Angeles (1)		

BACKGROUND (include internal/external issues that may exist including any related motions)	California Government Code Section 25845 requires that property owners be given an opportunity to appear before the Board and be heard before the County abates a nuisance. The Board has delegated this hearing to the BRAB, which must provide a written recommendation to the Board. Public Works took the following administrative actions to correct the public nuisances identified at the properties: • Initiated Informal Notice process but resulted in no compliance from the property owner(s). • Initiated Formal Letter process but resulted in no compliance from the property owner(s). • Initiated the BRAB Hearing process. • Recommend the Board adopt the findings and orders of the BRAB.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: This Board agenda item supports Board Priority No. 7, Sustainability, by abating public nuisances and working towards the vision of making the County healthier, more livable, economically stronger, more equitable, and more resilient.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Luis Ramirez, Deputy Director, (626) 458-4004, Cell (626) 434-5219, luramire@pw.lacounty.gov .



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

May 12, 2026

IN REPLY PLEASE
REFER TO FILE:

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**MUNICIPAL SERVICES CORE SERVICE AREA
ADOPT THE FINDINGS AND ORDERS OF THE
BUILDING REHABILITATION APPEALS BOARD IN THE
UNINCORPORATED AREA OF LOS ANGELES
(SUPERVISORIAL DISTRICT 1)
(3-VOTES)**

SUBJECT

Public Works is seeking Board approval to adopt the findings and orders of the Building Rehabilitation Appeals Board pursuant to the Los Angeles County Code, Title 26 - Building Code, for the arrest and abatement of neighborhood deterioration and the elimination of unsightly, unsafe, and unhealthy conditions, which constitute a public nuisance.

IT IS RECOMMENDED THAT THE BOARD:

1. Adopt the findings and orders of the Building Rehabilitation Appeals Board that provide for the abatement of public nuisances at the following locations:
 - 671 South Hillview Avenue, Los Angeles, CA 90022
 - 1224 South Fetterly Avenue, Los Angeles, CA 90022
 - 1442-1444 South Woods Avenue, Los Angeles, CA 90022
 - 4600 East Olympic Boulevard, Los Angeles, CA 90022
2. Approve a new compliance date of 30 days from the date of Board approval for the properties listed above.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to provide for the abatement of public nuisances through rehabilitation procedures. The Los Angeles County Code, Title 26 - Building Code, provides for a Building Rehabilitation Appeals Board (BRAB) to hear appeals on matters concerning public nuisances.

The actions will provide for the arrest and abatement of neighborhood deterioration and the elimination of unsightly, unsafe, and unhealthy conditions, which constitute a public nuisance. These actions will also improve the quality of life for the surrounding neighborhoods and the overall County community.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal C, Public Safety, Strategy i, Prevention, Protection & Safety, by providing services to the public that have a wide-reaching positive effect on the entire community by abating conditions that constitute a public nuisance. The recommendations also support North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy iv, Environmental Justice, by allowing the County, when necessary, to take actions to demolish unsafe structures and clean up unsightly properties that pose health and safety threats to the community.

FISCAL IMPACT/FINANCING

There will be no increase in net County cost or negative fiscal impact. Costs of the abatement work are billed to the property owner(s). Failure to pay the bill will cause a special assessment to be placed on the tax bill and a Notice of Abatement Lien will be recorded against the property with the County Registrar-Recorder/County Clerk's office.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County will abate public nuisances through Public Works personnel and/or on-call contract services or Departmental Service Orders with the Internal Services Department and Department of Agricultural Commissioner/Weights and Measures.

The Los Angeles County Code, Title 26 - Building Code, provides for the abatement of public nuisances through rehabilitation procedures contained in Chapter 99.

California Government Code Section 25845 requires that the property owner(s) be provided an opportunity to appear before the Board of Supervisors and be heard prior to abatement of the nuisance(s) by the County. However, the Board adopted modified procedures that delegated the required hearing to the BRAB with the requirement that the BRAB make a written recommendation to the Board.

The BRAB conducted the required hearing for the properties listed below on January 14, 2026. The BRAB considered all competent evidence and testimony offered by all persons pertaining to the matters of the substandard properties. The BRAB made a finding of facts in the matter and declared the following properties a public nuisance. The Board may either adopt these findings and orders of the BRAB without further notice of hearing or may set the matter for a de novo hearing before the Board.

ADDRESS: 671 South Hillview Avenue, Los Angeles, CA 90022

Finding and Orders: The BRAB made a finding that by April 14, 2026, the property must be cleared of all overgrown vegetation; all trash bins visible from the public right-of-way be removed from the front yard; and the property be maintained clear thereafter.

List of Defects

1. Maintenance of premises so out of harmony and/or conformity with the maintenance standards of adjacent properties as to cause substantial diminution of the enjoyment, use, or property values of such adjacent properties.
2. Garbage cans stored in front or side yards and visible from public streets.
3. Overgrown vegetation and weeds constituting an unsightly appearance or danger to public safety and welfare.

ADDRESS: 1224 South Fetterly Avenue, Los Angeles, CA 90022

Finding and Orders: The BRAB made a finding that by April 14, 2026, all abandoned, wrecked, dismantled, or inoperable vehicles or parts thereof be removed; the property must be cleared of all trash, junk, debris, discarded household furniture and appliances, miscellaneous personal property, and all overgrown vegetation; and the property be maintained clear thereafter.

List of Defects

1. Maintenance of premises so out of harmony and/or conformity with the maintenance standards of adjacent properties as to cause substantial diminution of the enjoyment, use, or property values of such adjacent properties.
2. Garbage cans stored in front or side yards and visible from public streets.
3. Broken or discarded household furniture and equipment in yard areas for unreasonable periods of time.
4. Trash, junk, debris, and miscellaneous articles of personal property are scattered about the premises.
5. The premises contain abandoned or broken equipment, furniture, junk, debris, tires, boxes, cans, neglected machinery, refrigerators, and freezers, constituting an unsightly appearance or attractive nuisance dangerous to children and to public safety.
6. Overgrown vegetation and weeds constituting an unsightly appearance or danger to public safety and welfare.
7. Wrecked, dismantled, or inoperable vehicle(s) or parts thereof stored for unreasonable periods of time on the premises.

ADDRESS: 1442-1444 South Woods Avenue, Los Angeles, CA 90022

Finding and Orders: The BRAB made a finding that by April 14, 2026, all abandoned, wrecked, dismantled, or inoperable vehicles or parts thereof be removed; the property must be cleared of all trash, junk, debris, discarded household furniture, and miscellaneous personal property; and the property be maintained clear thereafter.

List of Defects

1. Maintenance of premises so out of harmony and/or conformity with the maintenance standards of adjacent properties as to cause substantial diminution of the enjoyment, use, or property values of such adjacent properties.
2. Garbage cans stored in front or side yards and visible from public streets.

3. Trash, junk, debris, and miscellaneous articles of personal property are scattered about the premises.
4. The premises contain abandoned or broken equipment, furniture, junk, debris, tires, boxes, cans, and neglected machinery, constituting an unsightly appearance or an attractive nuisance dangerous to children and to public safety.
5. Abandoned, wrecked, dismantled, or inoperable vehicle(s) or parts thereof stored for unreasonable periods of time on the premises.

ADDRESS: 4600 East Olympic Boulevard, Los Angeles, CA 90022

Finding and Orders: The BRAB made a finding that by April 14, 2026, the property must be cleared of all trash, junk, fire debris, discarded household furniture, appliances, miscellaneous personal property, and all overgrown vegetation; and the structure(s) be rebuilt to code or demolished. Demolition includes the removal of all foundations, slabs, walks, driveways, and debris, and the proper abandonment of any sewer or sewage disposal system. The property is to be secured with perimeter fencing to prevent unauthorized entry and dumping and shall remain secure and maintained clear thereafter. If there is substantial progress on each issue, the compliance date may be extended to June 14, 2026.

List of Defects

1. Maintenance of premises so out of harmony and/or conformity with the maintenance standards of adjacent properties as to cause substantial diminution of the enjoyment, use, or property values of such adjacent properties.
2. The building is open to unauthorized entry, dilapidated, apparently abandoned, and damaged by vandals.
3. Doors and windows are broken and/or lacking, constituting hazardous conditions and inviting trespassers.
4. The roof covering appears deteriorated and/or fire damaged.
5. The roof sags and the supports are inadequate.
6. Portions of the interior walls and/or wall covering are fire damaged.

7. Portions of the ceiling joists and/or covering are fire damaged, and inadequate to support the ceiling and roof loads.
8. Trash, junk, fire debris, and miscellaneous articles of personal property are scattered about the premises.

ENVIRONMENTAL DOCUMENTATION

Find that the action set forth in this Board letter is not a project pursuant to the California Environmental Quality Act.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects as a result of adopting the findings and orders of the BRAB.

CONCLUSION

The BRAB confirmed the County Building Official's findings that the listed properties are substandard because they are injurious to health, offensive to the senses, and obstruct the free use of neighboring properties that interfere with the comfortable enjoyment of life and property.

Please return one adopted copy of this Board letter to Public Works, Building and Safety Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:HH:cm

cc: Chief Executive Office (Christine Frias)
County Counsel
Executive Office, Board of Supervisors

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/22/2026
BOARD MEETING DATE	5/12/2026
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1 st ☐ 2 nd ☒ 3 rd ☐ 4 th ☐ 5 th
DEPARTMENT(S)	Public Works
SUBJECT	Adopt Resolutions to Secure Financing Under the Clean Water State Revolving Fund for the Rory M. Shaw Wetlands Park Project
PROGRAM	N/A
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.
DEADLINES/ TIME CONSTRAINTS	This Board agenda item is a priority because it will allow the Los Angeles County Flood Control District (District) to apply for and accept financial assistance from the Clean Water State Revolving Fund for the Rory M. Shaw Wetlands Park Project.
COST & FUNDING	Total cost: N/A Funding source: N/A TERMS (if applicable): N/A Explanation: There is no filing fee for the Clean Water State Revolving Fund
PURPOSE OF REQUEST	Find that the recommended actions for the Rory M. Shaw Wetlands Park Project are within the scope of the previously approved addendum prepared by the District to the certified Program Environmental Impact Report for the Sun Valley Watershed Management Plan; adopt the resolutions authorizing the Chief Engineer of the District or his designee to finance the construction costs and apply for a loan from the California State Water Resources Control Board's Clean Water State Revolving Fund, acknowledging intent to reimburse expenses in compliance with the Internal Revenue Service regulations; and delegate authority to accept funds not exceeding \$132.2 million, negotiate and execute all required contracts and amendments, and apply District fund revenues to the payment of financing.
BACKGROUND (include internal/external issues that may exist, including any related motions)	The current action will authorize the District to apply for and execute agreements and amendments required to secure loan financing from the Clean Water State Revolving Fund administered by the State Water Resources Control Board for the approved Rory M. Shaw Wetlands Park Project. The State Water Resources Control Board offers financial assistance to support flood control projects and programs, including projects implemented by the District. It requires the governing board of an agency applying for financial assistance to adopt a resolution authorizing the application, acceptance, and execution of financial assistance-related documents by the agency.

EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: Adoption of the recommended action supports Board Priority No. 5: Environmental Justice and Climate Health. This action will result in aiding the District's existing financial resources to expedite the delivery of projects that will enhance the environment and quality of life for residents of Los Angeles County, including recreational opportunities, environmental enhancements, improved water quality, and reducing stormwater pollution.
DEPARTMENTAL CONTACTS	Name, Title, Phone #, & E-mail: Jolene Guerrero, Deputy Director, (626) 458-4012, cell (626) 632-1308, jguerrer@pw.lacounty.gov



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

May 12, 2026

IN REPLY PLEASE
REFER TO FILE:

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA
ADOPT RESOLUTIONS TO SECURE FINANCING UNDER
THE CLEAN WATER STATE REVOLVING FUND FOR
THE RORY M. SHAW WETLANDS PARK PROJECT
(SUPERVISORIAL DISTRICT 3)
(3-VOTES)**

SUBJECT

Public Works is seeking Board approval to adopt resolutions authorizing the Chief Engineer of Los Angeles County Flood Control District or his designee to finance construction costs and apply for financial assistance under the California State Water Resources Control Board's Clean Water State Revolving Fund for the Rory M. Shaw Wetlands Park Project.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the recommended actions are within the scope of the previously approved 2025 Addendum prepared by the Los Angeles County Flood Control District to the previously certified Program Environmental Impact Report for the Sun Valley Watershed Management Plan for the reasons stated in this Board letter and in the record of the proposed activities.
2. Adopt resolutions authorizing the Chief Engineer of Los Angeles County Flood Control District or his designee to finance the construction costs and apply for a loan from the California State Water Resources Control Board's Clean Water State Revolving Fund Program for the Rory M. Shaw Wetlands Park Project.

3. Adopt resolutions acknowledging the intent to reimburse expenses paid by the Clean Water State Revolving Fund and comply with applicable Treasury and Internal Revenue Service regulations.
4. Delegate authority to the Chief Engineer of Los Angeles County Flood Control District or his designee to accept funds in the amount not to exceed \$132.2 million for the Rory M. Shaw Wetlands Park Project; to negotiate and execute all necessary contracts, agreements, reports, certifications, and amendments, including extensions of time, minor changes in project scope, and alterations in the financing amount not exceeding 10 percent, subject to approval of such documents as to form by County Counsel; and to sign and submit requests for disbursement of State funds and Flood Control District fund revenues to payment of financing.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find that they are within the scope of the previously approved Addendum (Enclosure A), to the previously certified Program Environmental Impact Report (Program EIR) (Enclosure B), for the Sun Valley Watershed Management Plan prepared pursuant to the California Environmental Quality Act, and to authorize the Los Angeles County Flood Control District (District) to apply for and execute agreements and amendments required to secure loan financing from the Clean Water State Revolving Fund (CWSRF) administered by the State Water Resources Control Board (SWRCB) for the approved Rory M. Shaw Wetlands Park Project. The approved project will convert a 46-acre former inert debris landfill into a multi-benefit park that will reduce localized flooding, treat captured stormwater, and deliver the treated stormwater to Sun Valley Park for groundwater recharge and/or deliver back to the Los Angeles River. The project will consist of a new detention pond and wetland and will provide the disadvantaged Sun Valley community with up to 15 acres of open space for recreational amenities.

The SWRCB offers financial assistance to support flood control projects and programs, including projects implemented by the District. It requires the governing board of any agency applying for financial assistance to adopt a resolution authorizing the application, acceptance, and execution of financial assistance-related documents. The authorized resolution enables execution of the financial assistance agreement.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area D, Sustainability, Strategies i and iv, Climate

Health and Environmental Justice, by supporting the environment and improving the quality of life for its residents by infrastructure improvements and education to disadvantaged communities. The recommended actions also support goals in the Our County Sustainability Plan and the Board's 2021 Motion for Equity in Infrastructure.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The reasonably expected maximum principal amount of the project funds is \$132.2 million. Once the application is approved and the CWSRF loan is secured, Public Works would be reimbursed by the SWRCB as the work progresses.

Once the project is completed, the requested CWSRF financing agreement in the amount of \$132.2 million will be repaid by the District over 30 years at an annual interest rate set at 50 percent of the State of California's average general obligation bond rate, which is currently 2.2 percent. The interest rate is adjusted annually and has fluctuated from 0.8 to 3.0 percent over the past 15 years.

Funding for the loan repayment will be included in the Flood Control District Fund (B07 – Other Charges) through the annual budget process.

Public Works will return to the Board for approval of any necessary budget adjustments and to advertise the project for construction.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The SWRCB requires that all governing boards dedicate an authorized representative to file the financing application and execute an agreement. All governing boards must also formally establish a dedicated source of revenue to repay the financing. Securing CWSRF financing will provide the necessary capital investment to implement the project, which will assist the District's goal to mitigate flood risk and increase water conservation, recreational opportunities, and wildlife habitat in the Sun Valley Watershed. The enclosed resolutions (Enclosure C) were approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

On June 29, 2004, the Board, on behalf of the District, acting as lead agency, certified the final Program EIR for the Sun Valley Watershed Management Plan. The currently recommended actions are within the scope of the 2025 Addendum, which was prepared

by the District and certified by the Board on October 21, 2025, when the project was approved. The 2013 Addendum was prepared to address detention pond storage adjustments, wetlands adjustments, the addition of a storm drain system, transfer pipeline, changes in aboveground components, and landscaping. The 2020 Addendum was prepared to address minor changes to the drain project, which included a new storm drain system along Tujunga Avenue, Penrose Street, and Goss Street in the City of Los Angeles. The 2025 Addendum evaluates both the project and drain project and included the modifications to the aesthetics and security, hauling of excess materials offsite, crushing activities, and addition of a passive methane treatment system. Since the adoption of the 2013 and 2020 Addenda, the project and drain project have been further modified. The District reviewed the modifications and determined that these updates are not substantial and considered minor technical changes to the 2004 Program EIR. The addendum (Enclosure A) analyzed the project description and components among all the projects to make the determination. In addition, the following appendices were technical studies performed to support the conclusions made by the addendum in Appendix A: Air Quality, Greenhouse Gas Emissions, and Energy Technical Memorandum; Appendix B: Biological Resources; Appendix C: Geotechnical, Geologic, and Environmental Assessment; Appendix D: Bird Strike Hazards Memorandum; Appendix E: Noise Technical Memorandum; Appendix F: Trip Generation Analysis, Transportation Consistency Analysis, and Vehicle Miles Traveled Assessment; and Appendix G: Mitigation Monitoring Reporting Program for the Sun Valley Watershed Management Plan.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Determination with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Office of Land Use and Climate Innovation pursuant to California Public Resources Code Section 21152 and will post the notice to its website in accordance with Section 21092.2.

The previously certified Program EIR, the adopted Mitigation Monitoring and Reporting Program, the 2025 Addendum, and the two prior addenda are available for viewing at <https://pw.lacounty.gov/core-service-areas/water-resources/sun-valley-watershed/resources/>. The location of the documents and other materials constituting the record of the proceedings upon which the Board's decision in this matter is based in Los Angeles County Public Works, Stormwater Planning Division, 900 South Fremont Avenue, 11th Floor, Alhambra, California 91803.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These actions would aid the District's existing financial resources to expedite the delivery of the project, which will enhance the environment and quality of life for residents of Los Angeles County, including increased stormwater capture and groundwater recharge, recreational opportunities, and improved wildlife habitat.

CONCLUSION

Please return one adopted copy of this Board letter and signed originals of each resolution to Public Works, Stormwater Planning Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:MJF:mms

Enclosures

c: Chief Executive Office (Christine Frias)
County Counsel
Executive Office, Board of Supervisors

ENCLOSURE

May 12, 2026

**WATER RESOURCES CORE SERVICE AREA
ADOPT RESOLUTIONS TO SECURE FINANCING UNDER
THE CLEAN WATER STATE REVOLVING FUND FOR
THE RORY M. SHAW WETLANDS PARK PROJECT
(SUPERVISORIAL DISTRICT 3)
(3-VOTES)**

This Board letter has large enclosures.
Click on link to access:

[Clean Water Fund for Rory Shaw Wetlands Park Project \(Enclosures-FTP Link\)](#)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/22/2026							
BOARD MEETING DATE	5/12/2026							
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1 st ☐ 2 nd ☒ 3 rd ☐ 4 th ☐ 5 th							
DEPARTMENT(S)	Public Works							
SUBJECT	Santa Susana Creek, Parcel 135GE Grant of Easement in the Chatsworth Community of the City of Los Angeles							
PROGRAM	N/A							
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No							
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:							
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.							
DEADLINES/ TIME CONSTRAINTS	N/A							
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$5,000</td><td>Funding source: B07-Flood Control District Fund</td></tr> <tr> <td colspan="2">TERMS (if applicable): N/A</td></tr> <tr> <td colspan="2">Explanation: The Las Virgenes Municipal Water District (LVMWD) deposited \$5,000 for the grant of easement, which represents the Los Angeles County Flood Control District's (LACFCD) minimum sales price. This amount was deposited into the Flood Control District Fund (B07–Revenue Source Code 9906-Sale of Capital Assets- Easements).</td></tr> </table>		Total cost: \$5,000	Funding source: B07-Flood Control District Fund	TERMS (if applicable): N/A		Explanation: The Las Virgenes Municipal Water District (LVMWD) deposited \$5,000 for the grant of easement, which represents the Los Angeles County Flood Control District's (LACFCD) minimum sales price. This amount was deposited into the Flood Control District Fund (B07–Revenue Source Code 9906-Sale of Capital Assets- Easements).	
Total cost: \$5,000	Funding source: B07-Flood Control District Fund							
TERMS (if applicable): N/A								
Explanation: The Las Virgenes Municipal Water District (LVMWD) deposited \$5,000 for the grant of easement, which represents the Los Angeles County Flood Control District's (LACFCD) minimum sales price. This amount was deposited into the Flood Control District Fund (B07–Revenue Source Code 9906-Sale of Capital Assets- Easements).								
PURPOSE OF REQUEST	The purpose of the recommended actions is to grant an easement for water pipeline purposes from LACFCD to LVMWD.							
BACKGROUND (include internal/external issues that may exist including any related motions)	LVMWD requested an easement for water pipeline purposes as part of its Twin Lake Pump Station Pipeline Project. The recommended actions will benefit LVMWD and County residents by providing improved water services.							
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:							
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: Priority No. 7: Sustainability–Revenues received from this transaction will help promote fiscal responsibility by providing accessible funds for the LACFCD's programs.							
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Geetha Shan, Deputy Director, (626) 458-4008, gshan@pw.lacounty.gov							



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

May 12, 2026

IN REPLY PLEASE
REFER TO FILE:

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA
GRANT OF EASEMENT
FROM THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
TO THE LAS VIRGENES MUNICIPAL WATER DISTRICT
SANTA SUSANA CREEK, PARCEL 135GE
IN THE CHATSWORTH COMMUNITY OF THE CITY OF LOS ANGELES
(SUPERVISORIAL DISTRICT 3)
(3-VOTES)**

SUBJECT

Public Works is seeking Board approval to grant an easement for water pipeline purposes affecting Parcel 135GE related to Santa Susana Creek, in the Chatsworth community of the City of Los Angeles, from the Los Angeles County Flood Control District to the Las Virgenes Municipal Water District. The proposed grant of easement was requested by the Las Virgenes Municipal Water District.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the proposed project is exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Find that the grant of easement for water pipeline purposes affecting Parcel 135GE related to Santa Susana Creek, in the Chatsworth community of the City of Los Angeles, and the subsequent use of said easement will not interfere with the use of the affected parcel for any purposes of the Los Angeles County Flood Control District.

3. Approve the grant of easement for water pipeline purposes affecting Parcel 135GE related to Santa Susana Creek, in the Chatsworth community of the City of Los Angeles, from the Los Angeles County Flood Control District to the Las Virgenes Municipal Water District.
4. Delegate authority to the Chief Engineer of the Los Angeles County Flood Control District or his designee to execute the Easement document and authorize delivery to the Las Virgenes Municipal Water District.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to find that the project is exempt from the California Environmental Quality Act (CEQA) and allow the Los Angeles County Flood Control District (LACFCD) to grant an easement for water pipeline purposes affecting Parcel 135GE related to Santa Susana Creek, in the Chatsworth community of the City of Los Angeles, as shown on the enclosed map, to the Las Virgenes Municipal Water District (LVMWD).

LVMWD requested an easement for water pipeline purposes as part of its Twin Lake Pump Station Pipeline Project.

The recommended actions will benefit LVMWD and County residents by providing improved water services.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal G, Internal Controls and Processes, Strategy ii, Manage and Maximize County Assets, by providing accessible funds for the LACFCD's programs, which will promote fiscal responsibility.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

LVMWD deposited \$5,000 for the grant of easement, which represents the LACFCD's minimum sales price. This amount was deposited into the Flood Control District Fund (B07–Revenue Source Code 9906-Sale of Capital Assets-Easements).

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed grant of easement is authorized by Section 2, Subsection 13, of the Los Angeles County Flood Control Act. This section states the following: "The Los Angeles County Flood Control District is hereby declared to be a body corporate and politic, and has all the following powers...13. To lease, sell or dispose of any property (or any interest therein) whenever in the judgment of the board of supervisors of the property, or any interest therein or part thereof, is no longer required for the purposes of the district ..."

The grant of easement is not considered adverse to LACFCD's purposes and will not hinder the use of Santa Susana Creek for possible transportation, utility, recreational corridors, or flood control purposes. Moreover, the instrument reserves paramount rights to use the affected parcel for LACFCD's purposes.

County Counsel will approve the Easement document as to form prior to execution, and it will be recorded.

ENVIRONMENTAL DOCUMENTATION

The proposed project, which authorizes the grant of an easement to LVMWD, is exempt from CEQA. LACFCD is a responsible agency for LVMWD's project because it is granting an easement for an underground water pipeline affecting an LACFCD-owned parcel; therefore, it is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15303 (d) and 15305 of the CEQA Guidelines and Classes 3(a) and 5(a) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations; it is not in a sensitive environment; there are no cumulative impacts, unusual circumstances, damage to scenic highways, or listing on hazardous waste site lists compiled pursuant to California Government Code, Section 65962.5; or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code.

The Honorable Board of Supervisors
May 12, 2026
Page 4

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This transaction will allow for the joint use of LACFCD's right of way without interfering with the primary mission of the LACFCD. There will be no significant impact on current services or projects.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Survey/Mapping & Property Management Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:GE:jh

Enclosure

c: Auditor-Controller (Accounting Division–Asset Management)
Chief Executive Office (Christine Frias)
County Counsel
Executive Office, Board of Supervisors

GRANT OF EASEMENT IN SANTA SUSANA CREEK

CHATSWORTH COMMUNITY OF THE CITY OF LOS ANGELES

SUP. DISTRICT 3

Parcel No. 135GE
Area = 450± Sq Ft

CREEK

45'

BLVD

10' 10'

AIN
2723-009-907

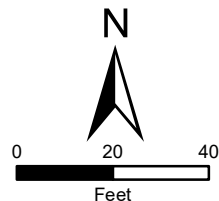
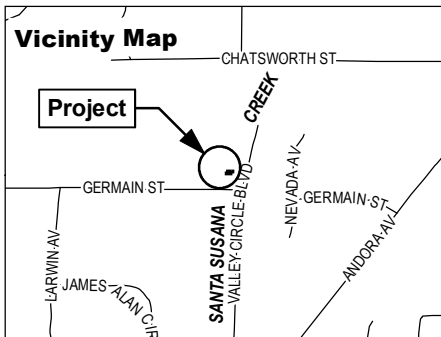
45'

GERMAIN ST

SANTA SUSANA

VALLEY CIRCLE

Vicinity Map



Legend:



Easement to the Las Virgenes
Municipal Water District
Parcel No. 135GE

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/22/2026		
BOARD MEETING DATE	5/12/2026		
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Los Angeles County Flood Control District Benefit Assessment Fiscal Year 2026-27 Continuation		
PROGRAM	Operate, maintain, repair, and achieve regulatory compliance of the District's flood control system.		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No		
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.		
DEADLINES/ TIME CONSTRAINTS	The annual continuation of the District benefit assessment must be approved on or before June 30th of each fiscal year.		
COST & FUNDING	Total cost: \$113,763,000	Funding source: Flood benefit assessment fee is issued to approximately 2.2 million parcels within the District.	
	TERMS (if applicable)		
	Explanation: For every fiscal year since 1979-80, the County of Los Angeles Board of Supervisors has approved the continuation of this benefit assessment. This year's annual benefit assessment is proposed to be collected on the tax bill of each parcel or by direct invoice to the property owner, as determined by the Chief Engineer of the District.		
PURPOSE OF REQUEST	To continue the annual benefit assessment in service of the public. If the annual District benefit assessment is not continued for Fiscal Year 2026-27, the current level of District services will be reduced by over 30 percent. These impacted services consist of all flood control programs, including the operation and maintenance of the existing flood control system, emergency response to flood damage, and meeting applicable regulatory requirements.		
BACKGROUND (include internal/external issues that may exist including any related motions)	N/A		
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:		
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: The annual District benefit assessment is in line with Board Priority No. 9: Sustainability. This Priority aims to institute sustainable solutions to increase the resiliency of the region for County residents. Approving this annual benefit assessment will help address flood management and lessen the potential for flooding risks within the District.		
DEPARTMENTAL CONTACTS	Name, Title, Phone # & E-mail: Jolene Guerrero, Deputy Director, (626) 458-4012, cell (626) 632-1308, jguerrer@pw.lacounty.gov		



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

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May 12, 2026

IN REPLY PLEASE
REFER TO FILE:

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
ANNUAL BENEFIT ASSESSMENT
FISCAL YEAR 2026-27 CONTINUATION
(ALL SUPERVISORIAL DISTRICTS)
(3-VOTES)**

SUBJECT

Public Works is seeking Board adoption of a resolution to determine and levy the annual Los Angeles County Flood Control District benefit assessment for Fiscal Year 2026-27 at the same rates applied from Fiscal Years 1996-97 through 2025-26. The Fiscal Year 2026-27 assessment will provide approximately \$113,763,000 for flood control purposes throughout the Los Angeles County Flood Control District.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the adoption of a resolution to determine and levy the Los Angeles County Flood Control District annual benefit assessment for Fiscal Year 2026-27 is for the purpose of meeting operating expenses and is, therefore, exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Adopt the resolution to determine and levy the Los Angeles County Flood Control District annual benefit assessment for Fiscal Year 2026-27.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of these recommended actions is to find that the adoption of the enclosed resolution is exempt from the California Environmental Quality Act (CEQA) and to provide for the continuation of the Los Angeles County Flood Control District (District) annual benefit assessment to finance a portion of the flood control services to be performed by the District during Fiscal Year 2026-27.

Continuation of the benefit assessment is necessary to supplement property tax revenue and other revenues used to operate and maintain the flood control system including, but not limited to, responding to storm threats and flooding emergencies, implementing seismic upgrades and rehabilitating inlet/outlet works at dams, preserving and restoring reservoir capacity, and managing sediment at debris basins. Revenue from the benefit assessment is also used to finance the District's compliance with applicable regulatory requirements such as the Federal Clean Water Act, the California Porter-Cologne Water Quality Control Act, and the California Fish and Game Code.

The benefit assessment is based on the estimated stormwater runoff from each parcel and includes approximately 2.2 million parcels within the District boundaries. The runoff factors identified in Table 1, Runoff Factors, of the enclosed resolution are based on the estimated amount of the impervious area associated with various types of land uses. The types of land uses described in Table 1 correspond to land use codes established by the Assessor and shown on the tax roll.

In a small number of prior instances, Public Works has found that the land use code assigned to a parcel on the tax roll does not accurately reflect the actual usage of that parcel (e.g., if a vacant parcel was recently improved). The resolution would authorize the Chief Engineer of the District in determining the runoff factor for a parcel to utilize a different land use type from the land use code shown on the tax roll in order to more accurately reflect actual site conditions of the parcel.

No increase is proposed for the assessment rates for Fiscal Year 2026-27, which remain the same as the assessment rates for Fiscal Year 2025-26.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 1, Make Investments that Transform Lives, Focus Area Goal B, Employment and Sustainable Wages; and North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability. The recommended actions would provide the necessary funds to continue

maintaining the flood control system and infrastructure in a safe, efficient, and effective operating condition, ensuring resilient infrastructure to provide the needed flood control services for all residents and communities.

FISCAL IMPACT/FINANCING

The annual District benefit assessment for Fiscal Year 2026-27 will provide approximately \$113,763,000 in revenue into the District's Flood Fund B07. The annual District benefit assessment has been levied at the same rate since Fiscal Year 1996-97 and no increase is proposed for Fiscal Year 2026-27.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The District's benefit assessment was first levied by the Board for Fiscal Year 1979-80 pursuant to former Government Code Sections 60400 et seq. (Stats.1979, c. 261, Sec. 1.5). Those provisions required that the continuation of the assessment be submitted to the voters for approval within 1 year. At the November 6, 1979, election, the electorate approved Proposition A, authorizing the District to continue levying the assessment annually.

In 1982, former Government Code Sections 60400 et seq., were replaced by the Benefit Assessment Act of 1982, which authorizes the District to continue levying the annual benefit assessment.

For every fiscal year since 1979-80, the Board has approved the continuation of this benefit assessment. This year's annual benefit assessment is proposed to be collected on the tax bill of each parcel or by direct invoice to the property owner as determined by the Chief Engineer of the District.

The benefit assessment recognizes three general categories of relative benefit as follows:

- Parcels located in urban areas. These parcels are designated by Zone 1, and the assessment rate for the basic unit parcel in Zone 1 is \$28.85.
- Parcels located in mountainous, rural, or other non-urban areas. These parcels derive some benefit from the District's flood control services, but not to the same degree as parcels located in urban areas. These parcels are designated by Zone 2, and the assessment rate for the basic unit parcel in Zone 2 is \$5.95.

- Parcels that receive no significant benefit from the District's flood control services because their estimated runoffs leave the District area without being handled by any District facilities (i.e., parcels with no hydraulic connection to any District facility). These parcels are designated by Zones 3 and 4, and the assessment for the basic unit parcels in these zones is \$0.

Table 2, Zone Report, of the enclosed resolution, specifically identifies all parcels within Zones 1 and 2 benefit categories, respectively, by reference to each parcel's County Assessor map book number.

The assessment is being levied on all real property situated within the District, except for government property. Parcels in the Zones 3 and 4 benefit categories have an assessment amount of \$0. In addition to the information contained in this letter, the official records of the Assessor's map books and other records of Los Angeles County are hereby referenced and incorporated into this letter as if they were fully set forth.

Ordinance No. 93-0038FC, adopted on May 4, 1993, amended Chapter 15 of the District Code to provide that the annual District benefit assessment shall be levied by resolution adopted by the Board. The enclosed resolution, approved as to form by County Counsel, has been prepared for your consideration and adoption.

Pursuant to Government Code Section 53753.5, the Fiscal Year 2026-27 annual assessment is not subject to the procedures and approval process of Proposition 218 because (1) the annual benefit assessment was initially levied prior to Proposition 218, and (2) the assessment is not being increased.

ENVIRONMENTAL DOCUMENTATION

Adoption of the enclosed resolution determining and levying the District's annual benefit assessment for Fiscal Year 2026-27 is exempt from CEQA. The determination and levy of the annual assessment is for the purpose of meeting operating expenses of the District and is, therefore, exempt from CEQA pursuant to Section 21080(b)(8) of the California Public Resources Code and Section 15273(a) of the CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

If the District's annual benefit assessment is not continued for Fiscal Year 2026-27, the current level of District services will be reduced by over 30 percent. The impacted services would include all flood control programs, including the operation and

The Honorable Board of Supervisors
May 12, 2026
Page 5

maintenance of the existing flood control system, emergency response to flood damage, and meeting applicable regulatory requirements.

CONCLUSION

Please return one adopted copy of this Board letter and signed resolution to Public Works, Stormwater Planning Division. Also, please forward one adopted copy of this Board letter and signed resolution to the Auditor-Controller.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:MF:ts

Enclosures

c: Auditor-Controller (Asset Management)
Chief Executive Office (Christine Frias)
County Counsel
Executive Office, Board of Supervisors

ENCLOSURE

May 12, 2026

**WATER RESOURCES CORE SERVICE AREA
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
ANNUAL BENEFIT ASSESSMENT
FISCAL YEAR 2026-27 CONTINUATION
(ALL SUPERVISORIAL DISTRICTS)
(3-VOTES)**

This Board letter has large enclosures.
Click on link to access:

[Flood Control District Annual Benefit Assessment FY 2026-27 \(Enclosures-FTP Link\)](#)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/22/2026	
BOARD MEETING DATE	5/12/2026	
SUPERVISORIAL DISTRICT AFFECTED	☐ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☒ 5 th	
DEPARTMENT(S)	Public Works	
SUBJECT	Community Facilities District No. 2025-1 Joint Community Facilities Agreement (Williams Ranch)	
PROGRAM	N/A	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No	
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ No – Not Applicable	
DEADLINES/ TIME CONSTRAINTS	A Board meeting agenda date of May 12, 2026, is critical to align with Castaic Union School District's priority project bond issuance timeline.	
COST & FUNDING	Total cost:	Funding source:
	\$0	N/A
	TERMS (if applicable): N/A	
	Explanation: There will be no impact to the County General Fund. There will be no negative impact on current County services or projects during the performance of these actions.	
PURPOSE OF REQUEST	Adoption of the Resolution approving the Joint Community Facilities Agreement and Funding and Acquisition Agreement between Castaic Union School District; WH Castaic 497, LLC; and the Los Angeles County Waterworks District No. 36, Val Verde (District); approving the Deposit Agreement between WH Castaic 497, LLC; and the District will allow Community Facilities District (CFD) No. 2025-1 to finance administrative costs and certain water facilities, which will ultimately be transferred to the District for ownership and operation; and authorizing the Director of Public Works or his designee to execute the agreements on behalf of the District.	
BACKGROUND (include internal/external issues that may exist including any related motions)	CFD No. 2025-1, formed by Castaic Union School District, will provide financing for water system facilities that are proposed to ultimately be transferred to, owned, and operated by the District to serve the Williams Ranch Project. The project is a proposed development of 430.4 acres consisting of 497 residential dwelling units with community amenities. The District will have the authority to approve plans, inspect construction of the improvements, and require compliance with other conditions before the water facilities are accepted for District maintenance and operation. The District does not anticipate any issues arising from the project.	

EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: Board Priority #7: Sustainability. Approval of the Joint Community Facilities Agreement will promote sound, prudent, and transparent policies and practices that help preserve our water resources while maintaining the quality of life for County residents.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Jolene Guerrero, Deputy Director, (626) 458-4012, cell (626) 632-1308, jguerrer@pw.lacounty.gov



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE:

May 12, 2026

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 36, VAL VERDE
APPROVAL OF JOINT COMMUNITY FACILITIES AGREEMENT FOR
COMMUNITY FACILITIES DISTRICT NO. 2025-1
(WILLIAMS RANCH PUBLIC FACILITIES)
(SUPERVISORIAL DISTRICT 5)
(3-VOTES)**

SUBJECT

Public Works is seeking Board approval to adopt a Resolution approving several agreements that will allow certain administrative costs and water facilities to be financed through the Castaic Union School District's Community Facilities District No. 2025-1. Once built, those water facilities would be transferred to and operated by Los Angeles County Waterworks District No. 36, Val Verde.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF
THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 36, VAL VERDE:**

1. Find that the actions set forth in this Board letter are not a project under the California Environmental Quality Act for the reasons stated in this Board letter. Alternatively, determine that the proposed activities are within the scope of the previously certified Environmental Impact Report and Addendum for the Williams Ranch Project for the reasons stated in this Board letter and in the record of the proposed activities.

2. Adopt the Resolution approving the Joint Community Facilities Agreement and the Funding and Acquisition Agreement between the Castaic Union School District, WH Castaic 497, LLC, and the Los Angeles County Waterworks District No. 36, Val Verde, as well as the Deposit Agreement between WH Castaic 497, LLC and the Los Angeles County Waterworks District No. 36, Val Verde, for Community Facilities District No. 2025-1 of the Castaic Union School District. Further, delegate authority to the Director of Public Works or his designee to execute said agreements on behalf of the Los Angeles County Waterworks District No. 36, Val Verde, and any necessary additional transactional documents, subject to approval as to form by County Counsel, in furtherance of the agreements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to make appropriate findings under the California Environmental Quality Act (CEQA), adopt a Resolution (Enclosure A) approving the Joint Community Facilities Agreement (JCFA), Funding and Acquisition Agreement (FAA), and Deposit Agreement (DA) (Exhibit A of the Resolution), and authorize the Director of Public Works or his designee to execute the JCFA, FAA, DA, and any necessary additional transactional documents needed to carry out these agreements on behalf of the Los Angeles County Waterworks District No. 36, Val Verde (District). This will allow Community Facilities District No. 2025-1 (CFD) of the Castaic Union School District to finance administrative costs and certain water system facilities that are proposed to ultimately be transferred to the District for ownership and operation.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal E, Economic Health, Strategy i, Community-Based Institutions & Organizations. The recommended actions promote partnerships that support housing, economic development, and help secure financing of certain public facilities of critical, high-priority County public services, enhancing the quality of life for County residents.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The agreements do not include any financial obligation for the County, the District General Fund (N46), or the District Accumulative Capital Outlay Funds (N47).

The JCFA considers the disposition of certain water system improvements, to be known as Acquisition Facilities, to be financed by the CFD. The District may accept ownership and assume operation of these Acquisition Facilities upon their completion in compliance with the District's requirements and only if they are constructed to the full and complete satisfaction of the District.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed Resolution, JCFA, FFA, and DA have been reviewed and approved as to form by County Counsel.

Castaic Union School District formed the CFD pursuant to the Mello-Roos Community Facilities Act of 1982 to provide financing for certain public facilities, including various water system improvements necessitated by the proposed Williams Ranch development by WH Castaic 497, LLC. The Williams Ranch development proposes to construct approximately 497 residential dwelling units with community amenities and related infrastructure.

The Mello-Roos Community Facilities Act of 1982 requires an agreement between any jurisdiction creating a Mello-Roos community facilities district and any other jurisdiction that will own or operate the improvements financed through the community facilities district. Approval of the JCFA will enable the CFD to finance water system facilities, through special tax bonds issued by the CFD, that are proposed to ultimately be owned and operated by the District. The FAA outlines responsibilities regarding the acquisition of the Acquisition Facilities and allows for reimbursement of administrative costs incurred in connection with the CFD. The DA outlines the terms and conditions by which WH Castaic 497, LLC, must deposit money with the District to cover any District costs in connection with the CFD.

Adoption of the Resolution to approve the JCFA, FAA, and DA will be beneficial to the residents of the District.

The District will have the authority to approve plans, inspect construction of the improvements, and require compliance with other conditions before the water facilities are accepted for District maintenance and operation.

ENVIRONMENTAL DOCUMENTATION

The proposed actions are not subject to CEQA because they are activities that are excluded from the definition of a project by Section 21065 of the California Public Resources Code and Section 15378(b) of the State CEQA Guidelines. The proposed

action to approve the JCFA is to comply with a requirement of the Mello-Roos Community Facilities Act of 1982 that there be an agreement between any jurisdiction creating a Mello-Roos community facilities district and any other jurisdiction that will own or operate the improvements financed through the CFD, and is therefore an organizational or administrative activity of government, which will not result in direct or indirect physical changes in the environment.

On October 31, 2017, the Board, acting on behalf of the County as lead agency for the Williams Ranch Project, certified the Environmental Impact Report (EIR) for Revised Vesting Tentative Tract Map (VTTM) No. 52584-1, adopted the Findings of Fact and Statement of Overriding Considerations (SOC) and the Mitigation Monitoring and Reporting Program (MMRP), and approved Revised VTTM No. 52584-1, subject to the conditions of approval.

Subsequently, a hearing officer approved an amendment to the Revised VTTM No. 52584-1 on February 5, 2019, and certified an addendum to the Final EIR.

In the alternative, the recommended actions are within the scope of the project included in the previously certified EIR since the water system facilities proposed to be financed through the CFD, were identified, impacts considered, and maintenance by the water purveyor to serve all lots in the land division was required per the project conditions of approval. There have been no changes to the previously approved project, or to the circumstances under which it will be undertaken, with respect to activities related to District approvals that require further review under CEQA. The previously adopted MMRP and SOC continue to apply to the current actions, as applicable.

The previously certified EIR, addendum, and related documents are available and can be viewed at Los Angeles County Public Works, Waterworks Division, 1000 South Fremont Avenue, Building A9-East, 4th Floor, Alhambra, California 91803, as well as online at <https://pw.lacounty.gov/core-service-areas/water-resources/waterworks-districts/district-36/>.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Determination with the Registrar-Recorder/County Clerk and with the State Clearinghouse in the Office of Land Use and Climate Innovation in accordance with Section 21152 of the California Public Resources Code and will post the Notice to the District's website in accordance with Section 21092.2.

The Honorable Board of Supervisors
May 12, 2026
Page 5

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of these actions.

CONCLUSION

Please return one adopted copy of this Board letter and signed resolution to Public Works, Waterworks Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:CH:jc

Enclosures

c: Chief Executive Office (Christine Frias)
County Counsel
Executive Office, Board of Supervisors

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**RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES, ACTING ON BEHALF OF THE
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 36, VAL VERDE,
APPROVING A JOINT COMMUNITY FACILITIES AGREEMENT WITH
CASTAIC UNION SCHOOL DISTRICT AND WH CASTAIC 497, LLC AND
A RELATED FUNDING AND ACQUISITION AGREEMENT
AND DEPOSIT AGREEMENT**

WHEREAS, the Castaic Union School District ("School District") is initiating proceedings to establish a community facilities district to be designated as "Community Facilities District No. 2025-1 of the Castaic Union School District" (the "Community Facilities District"), pursuant to Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982" (the "Act"), for the formation of the Community Facilities District, for the purpose, among others, of financing through the sale of bonds or the levy of special taxes to pay for the design, construction, and acquisition of certain public facilities and land which are necessary to meet increased demands placed upon the School District and Los Angeles County Waterworks District No. 36, Val Verde ("Waterworks") as a result of the development of the property within the Community Facilities District; and

WHEREAS, the Community Facilities District is proposed to encompass the property identified within recorded Tract Map Nos. 52584 and 52584-04 in the unincorporated territory of the County of Los Angeles, State of California, which is located within the boundaries of Waterworks and is being developed by WH Castaic 497, LLC ("Developer"); and

WHEREAS, pursuant to Sections 53316.2 through 53316.6 of the Act, a community facilities district may finance facilities to be owned or operated by an entity other than the agency that created the district pursuant to a joint community facilities agreement if the legislative body of each entity adopts a resolution declaring that such a joint agreement would be beneficial to the residents of that entity; and

WHEREAS, there has been presented to the County of Los Angeles Board of Supervisors (the "Board") a form of joint community facilities agreement, funding and acquisition agreement and deposit agreement to be entered into by Waterworks; and

WHEREAS, the Board has determined that the proposed joint community facilities agreement, funding and acquisition agreement and deposit agreement will be beneficial to the residents of Waterworks.

NOW, THEREFORE, BE IT **RESOLVED** as follows:

1. The Board hereby determines that the joint community facilities agreement and funding and acquisition agreement, by and among the School District,

Waterworks, and Developer, and the deposit agreement by and between Waterworks and the Developer, all attached hereto as Exhibit A and incorporated hereby (together, the "Agreements"), will be beneficial to the residents of Waterworks.

2. The Agreements are hereby approved in the form submitted to the Board at the meeting at which this Resolution is adopted. The Director of Public Works or his/her designee (the "Authorized Officer") is hereby authorized to execute and deliver the Agreements on behalf of Waterworks. The Authorized Officer is authorized to consent to any such changes, additions, and modifications of the Agreements as may be necessary to effectuate its purposes.

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The foregoing resolution was adopted on the _____ day of _____, 2026,
by the Board of Supervisors of the County of Los Angeles as the governing body of the
Los Angeles County Waterworks District No. 36, Val Verde.

EDWARD YEN
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy

EXHIBIT A

**JOINT COMMUNITY FACILITIES AGREEMENT,
FUNDING AND ACQUISITION AGREEMENT, AND
DEPOSIT AGREEMENT**

JOINT COMMUNITY FACILITIES AGREEMENT

Relating to:

**Community Facilities District No. 2025-1
of the Castaic Union School District**

By and among

CASTAIC UNION SCHOOL DISTRICT

and

LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 36, VAL VERDE

and

WH CASTAIC 497 LLC

Dated as of

_____, 2026

JOINT COMMUNITY FACILITIES AGREEMENT

This Joint Community Facilities Agreement (this “Agreement”), dated as of _____, 2026, is entered into by and among CASTAIC UNION SCHOOL DISTRICT, a public school district organized and operating pursuant to the laws of the State of California (“Agency”), LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 36, VAL VERDE, a county waterworks district formed in accordance with Division 16, Sections 55000 through 55991 of the State Water Code (the “WWD”), and WH CASTAIC 497 LLC, a Delaware limited liability company (“Owner” and together with the Agency and WWD, the “Parties”).

RECITALS

WHEREAS, the Agency has conducted proceedings under the Mello-Roos Community Facilities Act of 1982 (California Government Code section 53311 *et seq.*) (the “Act”) to form a community facilities district (the “CFD”) encompassing properties located within the boundaries of WWD upon the request of the Owner as owner of such property, as more fully described in Exhibit “A” attached hereto and incorporated herein (the “Property”); and

WHEREAS, the Owner requested and proposed that the CFD and any improvement areas therein be formed for the purpose of providing the means of financing design, planning, engineering, installation and acquisition or construction of certain public facilities and improvements to be constructed by the Owner and, consisting of, among others: a pump station and water tanks (the “Acquisition Facilities”), which are more fully described in Exhibit “B” hereto and incorporated herein; and

WHEREAS, under Section 53316.2 of the Act, the Agency may form the CFD to, among other things, finance the Acquisition Facilities in connection with new development in the boundaries of WWD and issue bonds, the proceeds of which are used by WWD for the Acquisition Facilities, provided Agency and WWD enter into a joint community facilities agreement such as this Agreement; and

WHEREAS, Agency intends to utilize the proceeds of sale of special tax bonds (the “Bonds”) and special taxes of the CFD (the “Special Taxes”) to finance some or all of the Acquisition Facilities; and

WHEREAS, the Acquisition Facilities are to be owned, operated, and maintained by WWD upon the completion of the construction thereof by the Owner and the acceptance thereof by WWD; and

WHEREAS, WWD is willing to cooperate with Agency, as set forth herein, in accomplishing the financing of the Acquisition Facilities through CFD; and

WHEREAS, this Agreement is made under the authority of Section 53316.2 of the Act; and

WHEREAS, the Parties find that this Agreement provides a public benefit to the residents within the CFD.

NOW, THEREFORE, for and in consideration of the mutual undertakings and covenants of the Parties stated herein, the Parties agree as follows:

AGREEMENT

Section 1. Administration of CFD and Issuance of Bonds by Agency. The CFD shall be established and administered in accordance with Agency's Statement of Goals and Policies for Mello-Roos Community Facilities Districts. Agency shall administer the CFD, including employing and paying all consultants, annually levying the Special Taxes and paying and administering the Bonds, and complying with all State and federal requirements appertaining to the proceedings establishing the CFD and issuing and using the proceeds of the Bonds, including the requirements of the United States Internal Revenue Code of 1986, as amended (the "Code") with respect to the tax-exempt Bonds that are issued.

Should the formation of the CFD be approved, the Agency will use reasonable efforts to cause to be sold and issued, pursuant to the terms of the Act and any related indenture, the Bonds in one or more series and a portion of the proceeds of the Bonds are intended to provide funds that will allow the CFD to finance the acquisition of the Acquisition Facilities. Should the Agency not form the CFD and/or not sell and issue the Bonds within ten (10) years of the date hereof, the Agency, WWD, and the Owner will not be bound by the terms of this Agreement and it shall be considered null and void by the Parties to it.

The Owner acknowledges that the decision of the Agency to approve the formation of the CFD and to authorize the sale and issuance of the Bonds is an exercise of the legislative discretion of the legislative body of the CFD and that the Agency may not enter into a contract or obligate the legislative body of the CFD to exercise its legislative discretion in a particular manner. This Agreement does not, therefore, in any way create a contractual, legal or equitable obligation of or commitment by the Agency to approve the formation of the CFD or the legislative body of the CFD to authorize the sale and issuance of the Bonds.

Should the Owner elect to abandon the proceedings to form the CFD, the Owner shall provide written notification of such election to the Agency and WWD.

The legislative body of the CFD shall have the jurisdiction to and shall be solely responsible for undertaking the proceedings to form the CFD and issue Bonds consistent with the provisions of the Act.

Additionally, prior to the sale of any Bonds the proceeds of which are expected to fund Acquisition Facilities, Agency shall consult with WWD to determine if WWD can comply with federal tax requirements for the Bonds if issued on a tax-exempt basis. In no event shall the WWD or Owner have a right to compel the issuance of the Bonds or the disbursement of Bond proceeds to fund the Acquisition Facilities. With respect to the Acquisition Facilities, WWD shall execute

and deliver such certifications as may reasonably be required in order for bond counsel to the Agency to conclude that interest on any tax-exempt Bonds will be excluded from gross income under the Code, if applicable. To the extent such certifications cannot be executed, Bonds may be issued on a taxable basis, in Agency's sole discretion.

Section 2. Agreement to Hold Available Moneys. Agency shall hold or cause to be held within a separate fund (the "Project Fund") proceeds of each series of Bonds issued to finance the Acquisition Facilities, as well as proceeds of Special Taxes levied by the CFD for "pay-as-you-go" funding from Special Taxes collected in excess of the amounts needed for bond debt service and administration expenses (such bond proceeds and excess amounts are referred to as "Available Moneys"). The Project Fund shall be segregated from all other funds and, except for investment purposes, shall not be commingled with any other funds. The Project Fund may include separate accounts as necessary to separately account for the proceeds of tax-exempt and taxable Bonds (the "Tax-Exempt Account" and "Taxable Account," respectively). Investment earnings on amounts in each Tax-Exempt Account shall be retained in the Tax-Exempt Account, except to the extent a portion of such earnings are used to pay rebate or yield reduction payments to the U.S. Treasury pursuant to the Code. Subject to Section 14 of that certain School Facilities Funding and Mitigation Agreement, by and between Agency and Owner and entered into in connection with formation of the CFD, amounts on deposit in the Project Fund shall be disbursed in accordance with Section 3 of this Agreement and Agency agrees to disburse, or cause to be disbursed, moneys on deposit in the Project Fund as provided herein.

Section 3. Disbursements From Special Taxes and Bond Proceeds. Proceeds from all Bonds and Special Taxes shall be disbursed in accordance with the Funding and Acquisition Agreement to be entered into among WWD, Agency and Owner (the "Acquisition Agreement").

Section 4. Acquisition Facilities. The Acquisition Facilities shall be acquired by WWD as set forth in the Acquisition Agreement. Owner hereby agrees to transfer the Acquisition Facilities to WWD, and the purchase price for the Acquisition Facilities shall be paid solely through proceeds of the Bonds or Special Taxes collected to the extent available, subject to the terms and conditions hereof and of the Acquisition Agreement. Acceptable title to any parcels on which any Acquisition Facility is constructed and for which title is not presently held by WWD shall be transferred to WWD as of the date of acceptance by WWD.

The purchase price of the Acquisition Facilities is to be paid solely from the amount Special Taxes collected to the extent available and the amount of net Bond proceeds and earnings thereon held in the Project Fund, and the neither the CFD nor WWD shall be obligated to pay the purchase price of the Acquisition Facilities except from such amounts in the Project Fund. Neither the Agency, the CFD nor WWD make any warranty, either expressed or implied, that the amounts held in the Project Fund available for the payment of the purchase price of the Acquisition Facilities will be sufficient for such purpose.

Notwithstanding any other provision of this Agreement, the fact that there may not be sufficient funds available in the Project Fund to pay the purchase price for one or more Acquisition Facilities will not relieve the Owner from its obligation consistent with the conditions of approval for the Property to construct facilities.

Section 5. No Guarantee to Provide Service. The purpose of this Agreement is to authorize the Acquisition Facilities to be financed through the CFD, and is in no way intended to supplant, replace, or otherwise constitute a waiver of any conditions imposed by WWD on Owner relating to the provision of water service to properties within the CFD. As such, nothing contained herein shall constitute a requirement that WWD provide water service to the property owned by the Owner within the CFD. Provision of service is subject to fulfilling all requirements for service, including without limitation payment in full of all fees and obligations relating thereto, which exist independent of this Agreement. In the event that the proceeds of Special Taxes and Bonds are insufficient to pay for the costs of the Acquisition Facilities, WWD shall have no obligation to provide service to the property within the CFD until such shortfall is made up with other funds, in addition to all other conditions of provision of service being met.

Section 6. Indemnification. The Owner agrees to indemnify, defend and hold the Agency and the WWD, and their respective officers, legislative body, members, directors, employees, advisors, and agents, and each of them, harmless from and against any and all claims, losses, expenses, suits actions, decrees, judgments, awards, attorneys' fees and court costs that the Agency or the WWD, or their respective officers, legislative body, member, directors, employees, advisors, and agents, or any combination thereof, may suffer or that may be sought against or recovered or obtained from the Agency or the WWD, or their respective officers, legislative body, members, directors, employees, advisors, or agents, or any combination thereof, as a result of or by reason of or arising out of, in consequence of or with respect this Agreement, the formation of the CFD, the issuance of the Bonds, the design and construction of the Acquisition Facilities, or the financing of the Acquisition Facilities. If the Owner fails to do so, the Agency and the WWD shall have the right, but not the obligation, to defend the same and charge all of the direct and incidental costs of such defense, including any attorneys' fees or court costs, to and recover the same from the Owner.

Section 7. Owner as Independent Contractor. In performing under this Agreement, it is mutually understood that the Owner is acting as an independent contractor, and not as an agent of the CFD, the WWD or Agency. Neither the Agency nor WWD shall have any responsibility for payment to any contractor, subcontractor or supplier of the Owner. The Agency, acting for and on behalf of the CFD, shall not have any responsibility for payment to any contractor, subcontractor or supplier of the Owner, unless such entity or individual is specifically listed as a payee on the payment request submitted by Owner pursuant to this Agreement and the Acquisition Agreement in which case the Agency, acting for and on behalf of the CFD, shall be responsible for making such payment only if such payment request is approved pursuant to the provisions of this Agreement and the Acquisition Agreement and only from funds available in the Project Fund.

Section 8. Costs and Expenses. The Owner shall, upon demand therefor, pay, or reimburse the WWD and/or the Agency for the payment of (a) the fees and expenses of their respective attorneys incurred in connection with the discussion, negotiation, structuring and implementation of the matters covered hereby and the drafting, review and revision of this Agreement, and (b) the fees and expenses of the respective attorneys incurred in connection with the issuance of the Bonds. Such payments made by the Owner may be reimbursed from the proceeds of Bonds.

Section 9. Amendments. This Agreement may be amended only by a writing signed by the Parties, including any exhibit hereto.

Section 10. Term of this Agreement. This Agreement shall be in full force and effect from this date to and including its termination by mutual written agreement of the parties hereto prior to the formation of the CFD or as provided for herein.

Section 11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 12. Nature of Agreement; Allocation of Special Taxes. This Agreement shall constitute a joint community facilities agreement entered into pursuant to Sections 53316.2, 53316.4 and 53316.6 of the Act. The entire amount of the proceeds of the Special Taxes shall be allocated and distributed to the Agency.

Section 13. Third-Party Beneficiary. Except for the CFD, there shall be no third-party beneficiary of this Agreement.

Section 14. California Law. This Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to any conflicts of laws principles or rules. Venue for any action brought to enforce or interpret any provision of this Agreement shall be the Los Angeles County Superior Court.

Section 15. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 16. Binding on Successors and Assigns. The Owner may assign its duties and obligations pursuant to this Agreement to one or more purchasers of its Property, except the individual purchaser of a single-family residential unit, the owner of a multi-family residential complex or the end user of a non-residential parcel. Such a purchaser and assignee shall enter into an assignment agreement with the Owner, the Agency, WWD and the CFD, once formed, in a form acceptable to such parties, whereby such purchaser agrees, except as may be otherwise specifically provided therein, to assume the duties and obligations of the Owner pursuant to this Agreement and to be bound thereby. Neither this Agreement nor the duties and obligations of the Agency, WWD or the CFD hereunder may be assigned to any person or legal entity, without the written consent of the Owner, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the successors of the Parties hereto.

(Signature Page Follows)

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their authorized representatives as of the effective date stated above.

CASTAIC UNION SCHOOL DISTRICT

By: _____
Authorized Officer

WH CASTAIC 497 LLC

By: Williams Communities, a California limited liability company, its Manager

By: _____
Anthony E. Bell
Secretary and General Counsel

LOS ANGELES COUNTY WATERWORKS
DISTRICT NO. 36, VAL VERDE:

By: _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Senior Deputy

*-Signature Page-
Joint Community Facilities Agreement*

EXHIBIT A
DESCRIPTION OF THE PROPERTY

The Property is identified within recorded Tract Map Nos. 52584 and 52584-04 in the unincorporated territory of the County of Los Angeles, State of California.

EXHIBIT B

DESCRIPTION OF ACQUISITION FACILITIES

The immediately following table lists the Acquisition Facilities to be constructed by Owner, including the current cost estimates related thereto, which are subject to change.

<u>Acquisition Facilities</u>	<u>Estimated Costs</u>
1. Pump station consisting of two (2) GPM pumps, pressure regulating stations, and appurtenant improvements	\$3,549,948
2. One 318,000 gallon water tank and one 294,000 gallon water tank in pressure zone 1,620 and appurtenant improvements	\$4,251,202
GRAND TOTAL OF ESTIMATED ELIGIBLE ACQUISITION FACILITIES	\$7,801,150

FUNDING AND ACQUISITION AGREEMENT

Relating to:

**Community Facilities District No. 2025-1
of the Castaic Union School District**

By and among

CASTAIC UNION SCHOOL DISTRICT

and

LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 36, VAL VERDE

and

WH CASTAIC 497 LLC

_____, 2026

FUNDING AND ACQUISITION AGREEMENT

This FUNDING AND ACQUISITION AGREEMENT (the “Agreement”) dated as of _____, 2026, is entered into by and among CASTAIC UNION SCHOOL DISTRICT, a public school district organized and operating under the laws of the State of California (“Agency”), LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 36, VAL VERDE, a county waterworks district formed in accordance with Division 16, Sections 55000 through 55991 of the State Water Code (the “WWD”), and WH CASTAIC 497 LLC, a Delaware limited liability company (“Owner” and together with the Agency and WWD, the “Parties”).

RECITALS

A. Owner owns certain real property within the Agency’s and WWD’s boundaries, as more specifically set forth in Exhibit “A” hereto and incorporated herein (the “Property”).

B. The Owner has applied to the Agency and WWD for the financing of, among other things, the design, planning, engineering, installation, and construction of certain public facilities and improvements, to be owned, operated or maintained by WWD (the “Acquisition Facilities”). The Acquisition Facilities are generally described in Exhibit “B” attached hereto, which Acquisition Facilities are necessary for the provision of water service to the Property. The financing is to be accomplished through a community facilities district, which will be administered by the Agency under and pursuant to the Mello-Roos Community Facilities Act of 1982 (California Government Code Sections 53311 and following) (the “Act”) for the purpose of levying special taxes (the “Special Taxes”) and selling bonds, in one or more series (the “Bonds”), in an amount sufficient to finance the acquisition by WWD of the Acquisition Facilities. Said community facilities district shall be known as “Community Facilities District No. 2025-1 of the Castaic Union School District” (the “District”).

C. The Agency intends to form the District and to levy Special Taxes and issue Bonds, in one or more series, to fund, among other things, all or a portion of the costs of the Acquisition Facilities.

D. The District will provide financing for the acquisition by WWD of the Acquisition Facilities and the payment of the Purchase Price (as defined herein) of the Acquisition Facilities.

E. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in Exhibit “C” attached hereto and by this reference herein incorporated.

AGREEMENTS

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties agree as follows:

Section 1. Establishment of District. The Agency shall initiate proceedings pursuant to the Act for the establishment of the District by adopting resolutions of intention in accordance with Sections 53321 and 53345 of the Act and holding the public hearings described in Sections 53322 and 53345 of the Act. Such proceedings include elections pursuant to Sections 53326, 53350 and 53353.5 of the Act on (i) the question of the issuance of the Bonds of the District to,

among other things, finance the acquisition of the Acquisition Facilities, (ii) the question of the annual levy of the Special Taxes on those portions of the Property subject to the Special Taxes to pay for, among other things, the Acquisition Facilities, to pay the principal of and interest on the Bonds and the annual administrative expenses of Agency in levying and collecting such Special Taxes, paying the principal and interest on such Bonds and providing for the registration, exchange and transfer of such Bonds, including the fees of fiscal agents and paying agents, and any necessary replenishment of the reserve fund for such Bonds, and (iii) the question of the establishment of an appropriations limit for the District.

Section 2. Reserved.

Section 3. Sale of Bonds. Upon Owner's written request, Agency shall use reasonable efforts, as hereinafter provided, to issue and sell Bonds, in one or more series, in accordance with the provisions of this Agreement and Agency's CFD Goals & Policies. Each series of Bonds is expected to have a debt service amortization schedule matching the annual Special Taxes available for debt service pursuant to the Rate and Method and for a term of not more than forty (40) years, for the purpose of raising an amount sufficient to pay for the design, planning, engineering, construction management, financing, installation and construction or acquisition of the Acquisition Facilities. The timing of the issuance and sale of each series of Bonds, the aggregate principal amount thereof, and the terms and conditions upon which they shall be sold shall be as set forth in this Agreement and otherwise as determined by Agency in its sole reasonable discretion after consultation with Owner. Owner shall use its reasonable best efforts to cooperate with Agency in connection with any Bond sale.

Section 4. Advance of Certain Expenses. Owner shall pay and advance all of the costs reasonably associated with the establishment of the District in accordance with a separate deposit and reimbursement agreement between Agency and Owner (the "Deposit Agreement") and a separate deposit agreement between WWD and Owner. Owner shall deposit funds with Agency and WWD, as applicable, for Agency's and WWD's reasonable out-of-pocket expenses associated with the formation of the District and the sale of each series of Bonds, including, but not limited to, (i) the fees and expenses of any consultants and legal counsel to Agency employed in connection with the issuance of the Bonds, including an engineer, special tax consultant, municipal advisor, bond counsel and any other consultant deemed necessary or advisable by Agency, (ii) the costs of appraisals, market absorption and feasibility studies and other reports deemed necessary or advisable by Agency in connection with the issuance of the Bonds, (iii) the costs of publication of notices and other costs related to any proceeding undertaken in connection with the formation of the District and issuance of the Bonds, (iv) reasonable charges for Agency and WWD staff time incurred in connection with the issuance of the Bonds, including WWD consultants and/or legal counsel, and a reasonable allocation of Agency and WWD overhead expense, and (v) any and all other actual costs and expenses incurred by Agency and WWD in connection with the formation of the District and the issuance of the Bonds (together, the "Reimbursable Expenses"). If the Bonds are issued by the District, Agency shall reimburse Owner from proceeds of the Bonds in accordance with the Deposit Agreement, without interest, for the portion of the Reimbursable Expenses deposits that have been expended or encumbered, said reimbursement to be made from the proceeds of the Bonds on the date of issuance of the Bonds or as soon as reasonably possible thereafter and only to the extent otherwise permitted under the Act, and refund any unexpended or encumbered deposited amounts.

Agency shall keep records of all Reimbursable Expenses advanced by Agency pursuant to this Section 4, which records shall be available for inspection by Owner during regular business hours. The sole source of funds for reimbursement of any advance expenditure made by Agency or Owner shall be the uncommitted and unexpended payments made by Owner to Agency and the proceeds of the Bonds as determined by Agency.

In the event of any conflict between this Section 4 and the Deposit Agreement, the Deposit Agreement shall govern.

Section 5. Tax Requirements. The timing of the sale of each series of Bonds, the nature of the investments in which the proceeds of the Bonds shall be invested, the duration of such investments, and the timing of the expenditure of such proceeds shall be as set forth in this Agreement and the applicable indenture or fiscal agent agreement (the "Indenture"); provided, that in all such matters Agency shall comply with the requirements of and limitations prescribed by the provisions of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986 (the "Code"), as amended, and the implementing regulations of the United States Department of the Treasury. Agency shall not be required to take any such action which in the opinion of Agency's bond counsel could result in the Bonds being classified by the United States Department of the Treasury as "arbitrage bonds" or which could otherwise result in the interest on the Bonds being included in gross income for purposes of Federal income taxation.

Should any change in or regulatory interpretation of any such requirement or limitation which may occur after the date of this Agreement require or necessitate, in the reasonable opinion of such bond counsel, any action on the part of Agency in order to avoid such a classification or loss of tax exemption, Agency shall notwithstanding any provision of this Agreement, forthwith take such action. In the event Agency fails to comply with requirements set forth above in this Section 5, Agency's liability is limited to the Special Tax revenues generated by the District. Prior to the issuance of any Bonds, Agency shall consult with WWD to confirm the Bonds, the proceeds of which will be used to pay for the acquisition of the Acquisition Facilities, can be issued on a tax-exempt basis.

Section 6. Construction of Acquisition Facilities. The Acquisition Facilities for which Owner seeks reimbursement under this Agreement shall be constructed and completed by Owner, as determined by WWD pursuant to Section 5313.5 of the Act. Payment of the Purchase Price of the Acquisition Facilities shall be in the manner described in Section 7 hereof.

(a) *Preparation and Approval of Plans.* To the extent that the Owner has not already done so, it shall cause Plans to be prepared for the Acquisition Facilities. To the extent any Plans have not been completed and approved, the Owner shall obtain the written approval of such Plans from WWD. WWD and/or its engineers shall provide review and approval or written disapproval and comments to the Owner. WWD and/or its engineers shall provide review and approval or written disapproval and comments to the Owner after submission of such Plans and Specifications to WWD and/or its engineers. Should changes need to be made, WWD and/or its engineers will review any additional submissions of the Plans and Specifications and provide written approval or disapproval and comments thereon. The Owner shall provide a copy of all such Plans to WWD and/or its engineers. Once the Plans have been approved, no changes are to be made thereto without prior written consent of WWD and/or its engineers.

(b) *Duty of Owner to Construct.* The Owner shall construct or cause to be constructed the Acquisition Facilities in accordance with the Plans approved by WWD and/or its engineers. The Owner shall perform all of its obligations hereunder and shall conduct all operations with respect to the construction of the Acquisition Facilities in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken.

(c) *Letting and Administering Design Contracts.* The Parties presently anticipate that the Owner has awarded and administered or will award and administer engineering design contracts for the Acquisition Facilities to be acquired from Owner. All eligible expenditures of the Owner for design, engineering, and related costs in connection with the Acquisition Facilities (whether as an advance to WWD or directly to the design consultant) shall be reimbursed at the time of acquisition of such Acquisition Facilities. The Owner shall be entitled to reimbursement for any design costs of the Acquisition Facilities only out of the Purchase Price and shall not be entitled to any payment for design costs independent of or prior to the acquisition of Acquisition Facilities.

(d) *Letting and Administration of Construction Contracts.* State law requires that all Acquisition Facilities not completed prior to the formation of the District shall be constructed as if they were constructed under the direction and supervision, or under the authority, of WWD. Those Acquisition Facilities completed prior to the formation of the District are specified in Exhibit "B" hereto. In order to assure compliance with those provisions, except with respect to the Acquisition Facilities completed prior to the formation of the District and any contracts entered into prior to the date hereof, which contracts are described in Exhibit "E" attached hereto, Owner agrees to comply with the requirements set forth in Exhibit "D" hereto with respect to the bidding and contracting for the construction of such Acquisition Facilities. The Owner's indemnification obligation set forth in this Agreement shall also apply to any alleged failure to comply with the requirements of this Section, and/or applicable State laws regarding public contracting and prevailing wages.

The Owner shall require, and the Plans and bid and contract documents shall require, all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such individuals or entities are engaged to perform work on Acquisition Facilities to pay not less than General Prevailing Wage Rates to all workers employed in the execution of the contract, to post a copy of the General Prevailing Wage Rates at the job-site in a conspicuous place available to all employees and applicants for employment, and to otherwise comply with applicable provisions of the California Labor Code, the Code and the California Public Contract Code relating to General Prevailing Wage Rates as required by the specifications approved by WWD's engineer. General Prevailing Wage Rates are available from the California Department of Industrial Relations (DIR).

The Owner shall require each principal contractor to provide proof of insurance coverage for commercial general liability, vehicle liability, and workers' compensation insurance, to the satisfaction of WWD, throughout the term of the construction of the Acquisition Facilities. Rather

than requiring its principal contractors to provide such insurance, the Owner may elect to provide the same for the benefit of its principal contractors.

Each principal contractor engaged to perform work on any of the Acquisition Facilities shall be required to furnish (i) labor and material payment bonds, and (ii) contract performance bonds, each in an amount equal to 100% of the contract price naming the Owner, the District, the WWD and the Agency as obligees and issued by a California admitted surety having a current A.M. Best A:VIII (A:8) rating or an admitted surety insurer which complies with the provisions of Section 995.660 of the California Code of Civil Procedure. The bonds tendered pursuant to this sub-section are to be accepted and held by WWD's engineer. Rather than requiring its principal contractors to provide such bonds, the Owner may elect to provide the same for the benefit of its principal contractors.

The Owner shall require, and the Plans and bid and contract documents shall require, all contractors, subcontractors, vendors, equipment operators and owner operators, in each such case to the extent such individuals or entities are engaged to perform work on the Acquisition Facilities to submit certified weekly payroll records or other proof of payment of General Prevailing Wage Rates to the Owner for inspection, and to furnish certified payroll records or such other proof of payment of General Prevailing Wage Rates to WWD's engineer promptly upon request.

The Owner shall provide proof to WWD's engineer, at such intervals and in such form as the engineer may require, that the foregoing requirements have been satisfied.

Section 7. Acquisition and Payment of Acquisition Facilities.

(a) *Inspection.* WWD agrees that the Acquisition Facilities are eligible for payment, provided that the timing and amount of such payment shall be determined by WWD pursuant to this Section 7 of this Agreement. No payment hereunder shall be made by WWD to Owner for an Acquisition Facility until such Acquisition Facility has been inspected by WWD or other applicable public entity or utility and found to be substantially completed in accordance with the approved Plans. An Acquisition Facility shall be considered "substantially complete" when it has been reasonably determined by WWD or other applicable public entity to be usable. For Acquisition Facilities to be acquired by WWD, Owner shall request inspection using applicable WWD procedures. For Acquisition Facilities to be acquired by other public entities or utilities, Owner shall be responsible for obtaining such inspections and providing written evidence thereof to such entity's engineer. Owner agrees to pay all inspection, permit and other similar fees of WWD applicable to construction of the Acquisition Facilities.

WWD's engineer shall have primary responsibility for providing inspection of the work of construction of the Acquisition Facilities to ensure that the work of construction is accomplished in accordance with the Plans. WWD's engineer, or his/her designee, shall have access to the construction site at all reasonable times for the purpose of accomplishing such inspection.

Upon completion of construction of an Acquisition Facility, the Owner is to provide WWD's engineer with written notice that it considers construction of said Acquisition Facility to have been completed consistent with the approved Plans and, upon receipt of said notice, WWD's engineer, or his/her designee, shall perform a final inspection of said Acquisition Facility. WWD's

engineer shall promptly inspect the Acquisition Facilities upon the delivery of such written notice. Upon finding that construction of said Acquisition Facility is completed substantially in accordance with the approved Plans and the provisions of this Agreement, WWD's engineer, or his/her designee, shall promptly provide written confirmation to the Owner that construction of said Acquisition Facility has been satisfactorily completed.

(b) *Maintenance of Facilities; Warranties.* The Owner shall maintain any Acquisition Facility in good and safe condition until the Acceptance Date of said Acquisition Facility. Prior to the Acceptance Date, the Owner shall be solely responsible for maintaining said Acquisition Facility in proper operating condition, and shall perform such maintenance on said Acquisition Facility as the WWD engineer reasonably determines to be necessary. As of the Acceptance Date, the performance bond provided by the Owner for said Acquisition Facility shall be reduced to an amount equal to 10% of the original amount thereof and shall serve as a warranty bond to guarantee that said Acquisition Facility will be free from defects due to faulty workmanship or materials for a period of 12 months from the Acceptance Date, or the Owner may elect to provide a new warranty bond or cash in such an amount, and said warranty bond will be discharged 12 months from the Acceptance Date. At the conclusion of said 12 month period, the Owner shall assign to WWD all of the Owner's rights in any warranties, guarantees, maintenance obligations or other evidence of contingent obligations of third persons with respect to said Acquisition Facility.

(c) *Agreement to Sell and Purchase Acquisition Facilities.* Owner hereby agrees to sell the Acquisition Facilities to WWD and WWD hereby agrees to use amounts available pursuant to the terms of this Agreement to pay the Purchase Price, as defined below, thereof to Owner, subject to the terms and conditions hereof. WWD shall not be obligated to pay the Purchase Price for the Acquisition Facilities except from the proceeds of the Bonds and proceeds of the Special Tax as provided herein.

(d) *Purchase Price.* The Purchase Price for an Acquisition Facility shall be equal to the Actual Cost of such Acquisition Facility, as approved in accordance with the procedure set forth in subsection (e) below but subject to the limitations of this Section 7.

(e) *Payment Requests.* In order to receive the Purchase Price for an Acquisition Facility, Owner shall deliver to the WWD's representative, or its designee (the "Authorized Representative") a "Payment Request" in the form of Exhibit "D" hereto, together with all attachments and exhibits required by this Section 7(e) to be included therewith. If the property on which the Acquisition Facility is located is not owned by WWD at the time of the request, Owner shall provide a copy of the recorded documents conveying to WWD Acceptable Title to the real property on, in or over which such Acquisition Facility is located, as described in Section 8(a) hereof.

(f) *Processing Payment Requests.* Upon receipt of a Payment Request (and all accompanying documents), the Authorized Representative shall conduct a review in order to confirm that such request is complete and to verify and approve the Actual Cost of the Acquisition Facility. The Authorized Representative shall also conduct such review as is required in his/her discretion to confirm the matters certified in the Payment Request. Owner agrees to cooperate with the Authorized Representative in conducting each such review and to provide the Authorized

Representative with such additional information and documentation as is reasonably necessary for the Authorized Representative to conclude each such review. Within twenty (20) business days of receipt of the Payment Request, the Authorized Representative expects to review the request for completeness and notify Owner whether such Payment Request is complete, and, if not, what additional documentation must be provided. If such Payment Request is complete, the Authorized Representative expects to provide a written approval or denial (specifying the reason for any denial) of the request within thirty (30) days of its submittal.

(g) *Payment.* Upon approval of the Payment Request by the Authorized Representative, the Authorized Representative shall sign the Payment Request and forward the same to Agency. Upon receipt of the reviewed and fully signed Payment Request, Agency shall cause the same to be paid by the Trustee under the applicable provisions of the Indenture, to the extent of funds then on deposit in the appropriate account.

The Purchase Price paid hereunder for the Acquisition Facilities shall constitute payment in full for the Acquisition Facilities, including, without limitation, payment for all labor, materials, equipment, tools and services used or incorporated in the work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the Acquisition Facilities.

(h) *Timing of Requisitions.* WWD and Owner acknowledge that (i) Owner may submit a Payment Request for an Acquisition Facility to WWD in advance of when sufficient, if any, funds are available for payment of the Purchase Price; (ii) the Payment Request submitted when there are insufficient proceeds available will be reviewed by WWD as set forth in this Agreement and, if appropriate, approved for payment when such funds are available and (iii) the payment approved in the preceding manner will be deferred until the date, if any, on which there are proceeds of Special Taxes or Bonds available to make all or part of such payment, at which time WWD will pay from the Special Fund or direct the Trustee to wire transfer (or pay in another mutually acceptable manner) from Bond proceeds the funds available to the payee identified in such Payment Request.

(i) *Restrictions on Payments.* Notwithstanding any other provisions of this Agreement, the following restrictions shall apply to any payments made to Owner under Sections 8(b) and 8(f) hereof:

(1) *Amounts of Payments.* Subject to the following paragraphs of this Section 7(i), payments for the Acquisition Facilities will be made only in the amount of the Purchase Price for the Acquisition Facilities.

Nothing herein shall require WWD in any event (i) to pay more than the Actual Cost of the Acquisition Facilities, or (ii) to make any payment beyond the available funds in the Special Fund or the applicable accounts identified in the Indenture. The parties hereto acknowledge and agree that all payments to Owner for the Purchase Price of the Acquisition Facilities are intended to be reimbursements to Owner for monies already expended or for immediate payment by Owner (or directly by WWD) to third parties in respect of the Acquisition Facilities.

(2) Joint or Third Party Payments. Agency may make any payment jointly to Owner and any mortgagee or trust deed beneficiary, contractor or supplier of materials, as their interests may appear, or solely to any such third party, if Owner so requests the same in writing or as Agency otherwise determines such joint or third party payment is necessary to obtain lien releases.

(3) Withholding Payments. Agency shall be entitled, but shall not be required, to withhold any payment hereunder for the Acquisition Facilities if Owner or any Affiliate is delinquent in the payment of *ad valorem* real property taxes, special assessments or taxes, or Special Taxes levied in the District. In the event of any such delinquency, Agency shall only make payments hereunder directly to contractors or other third parties employed in connection with the construction of the Acquisition Facilities or to any assignee of Owner's interests in this Agreement (and not to Owner or any Affiliate), until such time as Owner provides the Authorized Representative with evidence that all such delinquent taxes and assessments have been paid.

Agency shall withhold final payment for an Acquisition Facility constructed on land until Acceptable Title to such land is conveyed to WWD, as described in Section 8 hereof.

Nothing in this Agreement shall be deemed to prohibit Owner from contesting in good faith the validity or amount of any mechanics or materialman's lien nor limit the remedies available to Owner with respect thereto so long as such delay in performance shall not subject the Acquisition Facility to foreclosure, forfeiture or sale. In the event that any such lien is contested, Owner shall only be required to post or cause the delivery of a bond in an amount equal to the amount in dispute with respect to any such contested lien, so long as such bond is drawn on an obligor and is otherwise in a form acceptable to the Authorized Representative.

(j) Modification of Acquisition Facilities. The descriptions of the Acquisition Facilities in Exhibit "B" may be modified, or new Acquisition Facilities may be added to Exhibit "B," through a Supplement executed by the Parties hereto provided the modifications or new Acquisition Facilities are consistent with the facilities and costs authorized to be funded by the District pursuant to the formation proceedings and the Act.

Section 8. Ownership and Transfer of Acquisition Facilities.

(a) Conveyance of Land and Easements to WWD. Acceptable Title to all property on, in, or over which the Acquisition Facilities will be located, shall be deeded over to WWD by way of grant deed, quitclaim, or dedication of such property, or easement thereon, if such conveyance of interest is approved by WWD as being a sufficient interest therein to permit WWD to properly own, operate and maintain the Acquisition Facilities located therein, thereon or thereover, and to permit Owner to perform its obligations as set forth in this Agreement. Owner agrees to assist WWD in obtaining such documents as are required to obtain Acceptable Title. Completion of the transfer of title to land shall be accomplished prior to the payment of the Purchase Price for an Acquisition Facility and shall be evidenced by an irrevocable offer of dedication or recordation of the acceptance thereof by WWD.

(b) *Facilities to be Owned by WWD – Title Evidence.* Owner shall furnish to WWD a preliminary title report for land with respect to the Acquisition Facilities that have not previously been dedicated or otherwise conveyed to WWD, for review and approval at least fifteen (15) calendar days prior to the transfer of Acceptable Title of the Acquisition Facilities to WWD. WWD shall approve the preliminary title report unless it reveals a matter which, in the judgment of WWD, could materially affect WWD's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event WWD does not approve the preliminary title report, WWD shall not be obligated to accept title to such Acquisition Facility or pay the Purchase Price for the Acquisition Facility until Owner has cured such objections to title to the satisfaction of WWD.

(c) *Facilities Constructed on Private Lands.* If any portion of an Acquisition Facility is located on privately-owned land, the owner thereof shall retain title to the land and the completed Acquisition Facility until the Acquisition Facility is accepted by WWD and transferred to WWD pursuant to this Section 8. Pending the completion of such transfer, Owner shall not be entitled to receive any payment for the Acquisition Facility. Owner shall, however, be entitled to receive payments pursuant to Section 7 of the Acquisition Facility upon making an irrevocable offer of dedication of such land in form and substance acceptable to the Authorized Representative.

(d) *Facilities Constructed on WWD Land.* If any portion of an Acquisition Facility to be acquired is on land owned by WWD, WWD hereby grants to Owner a license to enter upon such land for purposes related to the construction (and maintenance pending acquisition) of the Acquisition Facility. The provisions for inspection and acceptance of the Acquisition Facilities otherwise provided herein shall apply.

Section 9. Indemnification.

Owner shall promptly defend, indemnify and hold harmless WWD, Agency, the District, and its officers, employees and agents, and each and every one of them, from any and all claims, actions, liability, damages, losses, expenses and costs arising out of (i) Owner's performance of, or failure to perform, its duties hereunder or by reason of, or arising out of, this Agreement, (ii) the design, acquisition, construction, or installation of any Acquisition Facility, (iii) the untruth or inaccuracy of any representation or warranty made by the Owner in this Agreement, or any related agreement, or in any certifications delivered by the Owner hereunder, or (iv) any act or omission of the Owner or any of its contractors, subcontractors, or their respective officers, employees or agents, in connection with the design and/or construction of the Acquisition Facilities. WWD reserves the right, as respects to future developers of the Property, to require the future developers to assume by contract with WWD any portion or all of this responsibility. If the Owner fails to do so, WWD, the Agency and the District shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including reasonable attorney's fees or court costs, to and recover the same from the Owner. The provisions of this Section shall survive the discharge or other termination of this Agreement.

In no event shall WWD be held liable for any damages or liability resulting from the formation of the District or issuance of Bonds, including with respect to tax liability on the Bonds.

In no event shall Agency be held liable for any damages or liability resulting from payment of a Payment Request or WWD's ownership or operation of the Acquisition Facilities.

Section 10. Agency Goals & Policies. The Rate and Method, the sale of the Bonds, and the ratio of the appraised market value or assessed value of all parcels of property within the District to the total amount of the assessment and special tax obligation thereof after the issuance and sale of the Bonds (the "Value-to-Lien Ratio") shall comply with the CFD Goals & Policies of Agency, unless otherwise waived by Agency in accordance with the Act.

Section 11. Representations, Covenants and Warranties of Owner. Owner represents and warrants for the benefit of Agency and WWD as follows:

(a) *Organization.* Owner is duly organized, validly existing and in good standing under the laws of the State of Delaware, is duly qualified to conduct business as a limited liability company, and is in good standing to do business in the State of California and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) *Authority.* Owner has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered by Owner, and this Agreement has been duly and validly executed and delivered by Owner.

(c) *Binding Obligation.* This Agreement is a legal, valid and binding obligation of Owner, enforceable against Owner in accordance with its terms, subject to bankruptcy and other equitable principles.

(d) *Compliance with Laws.* Owner shall not with knowledge commit, suffer or permit any act to be done in, upon or to the lands of Owner in the District in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the lands in the District or the Acquisition Facilities.

(e) *Requests for Payment.* Owner represents and warrants that (i) it will not request payment from Agency out of the Special Taxes or proceeds of the Bonds for the acquisition of any improvements other than the Acquisition Facilities, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to the Payment Request for the Acquisition Facilities.

(f) *Additional Information.* Owner agrees to cooperate with all reasonable written requests for nonproprietary information by the original purchasers of the Bonds or Agency related to the status of construction of improvements within the District, the anticipated completion dates for future improvements, and any other matter material to the investment quality of the Bonds.

(g) *Financial Records.* Until the determination of the Purchase Price of all Acquisition Facilities to be financed by the District, the Owner covenants to maintain proper books of record and account for the Acquisition Facilities and all costs related thereto. The Owner covenants that such accounting books will be maintained in accordance with generally accepted accounting principles, and will be available for inspection by the District, the Agency and WWD,

and their respective agents, at any reasonable time during regular business hours on two (2) Business Days' prior written notice, subject to mutually acceptable arrangements regarding the confidentiality of proprietary data.

(h) *Hazardous Materials.* The Owner represents and warrants that neither the Owner, nor any subcontractor, agent or employee thereof will use, generate, manufacture, procure, store, release, discharge or dispose of any Hazardous Material on, under or about the Construction Site or the Acquisition Facilities or transport any Hazardous Material to or from the Construction Site or the Acquisition Facilities in violation of any federal, state or local law, ordinance, regulation, rule, decision or policy statement regulating Hazardous Material.

(i) *Continuing Disclosure.* Owner agrees to comply with all of its obligations under any continuing disclosure agreement executed by it in connection with the offering and sale of any of the Bonds.

Section 12. Independent Contractor. Owner is an independent contractor and not the agent of Agency, WWD or the District. This Agreement shall not and does not create a joint venture or partnership between Agency and Owner. Neither Agency nor WWD shall have no responsibility or liability for the payment of any amount to any employee or subcontractor of Owner.

Section 13. Special Taxes. The parties are entering into this Agreement and establishing the District for the purpose of creating a stream of Special Tax revenues that will be available to the District to pay directly the costs of, among other things, the acquisition, construction and/or equipping the Acquisition Facilities and to pay debt service on the Bonds, the proceeds of which will be used to, among other things, pay the costs of acquisition, construction and/or equipping of the Acquisition Facilities. Owner and Agency hereby acknowledge and agree (i) that any reduction or termination of the Special Taxes by exercise of the initiative power or other action would constitute a substantial impairment of the Special Tax revenue stream that Owner and Agency intend to create for the purpose of providing an assured source of funding for construction, acquisition and/or equipping of the Acquisition Facilities, and (ii) that this Agreement is being entered into, and the Special Taxes are being imposed upon the Property pursuant to the Rate and Method, in accordance with existing laws relating to the imposition of fees and charges as a condition of development of the Property and such Special Taxes are being incurred as an incident of the voluntary act of development of the Property. To the fullest extent permitted by law, Owner, for itself and for each of its successors and assigns as owners or lessees of all or any portion of the Property included in the District hereby waives any right to exercise the initiative power that may be authorized in California Constitution Article XIIC, Section 3, to reduce or appeal the Special Taxes.

Section 14. Disclosure of Special Taxes.

(a) From and after the date of this Agreement, Owner shall provide a "Notice of Special Tax" (as defined in Section 15(b) below) to each prospective purchaser of a home in the District prior to the execution by the home buyer of the sale contract for such home. Owner shall (i) maintain records of each Notice of Special Tax for a period of five (5) years, and (ii) shall provide copies of each notice to Agency promptly following the giving of such notice. Owner

shall include the Notice of Special Tax in all Owner's applications for Final Subdivision Reports required by the Department of Real Estate ("DRE"), which are filed after the effective date of this Agreement.

Owner shall require of a builder acquiring lots within the Property (a "Residential Builder"), prior to the close of escrow on any residential lot, to (i) maintain records of each Notice of Special Tax for a period of five (5) years, (ii) provide copies of each notice to Agency promptly following the giving of such notice, and (iii) include the Notice of Special Tax in all of such Residential Builder's applications for Final Subdivision Reports required by DRE.

(b) With respect to any parcel, the term "Notice of Special Tax" means a notice in the form prescribed by California Government Code Section 53341.5 which is calculated to disclose to the purchaser thereof (i) that the property being purchased is subject to the Special Taxes and other special taxes of the District; (ii) the classification of such property; (iii) the maximum annual amount of the Special Taxes and other special taxes of the District and the number of years for which they are authorized to be levied; and (iv) the types of facilities and services to be paid with the proceeds of the Special Taxes and other special taxes of the District.

(c) Agency will file with the Los Angeles County Recorder's office a notice of special tax lien that gives notice of the existence of the District and the levy of the Special Tax on property within the District for the benefit of subsequent property owners, pursuant to requirements of Section 3114.5 of the Streets and Highways Code.

(d) Owner and its successors and assigns shall prepare and have available in its sales office, copies of either a sample property tax bill in a form reasonably acceptable for Agency or special tax information sheet (the "Special Tax Information Sheet"), which shows the assigned annual Special Taxes and other special taxes authorized to be levied within the District under the Rate and Method. Owner and its successors and assigns shall make available to prospective homebuyers to take with them, copies of such sample property tax bill or Special Tax Information Sheet at the time written information regarding the base home price and property tax information for a specific home site is requested by and provided to such homebuyers. Owner intends to comply with this requirement by providing prospective homebuyers who request such additional written information, with the sample property tax bill in Owner's Master Property Disclosure Report, a copy of which has presented to and approved by Agency.

Section 15. Termination and Dissolution. Prior to the issuance of Bonds, Owner may elect to terminate this Agreement and request that Agency cancel the Special Taxes by providing written notice to Agency. Within thirty (30) days of such written notice, Agency shall record a notice of cancellation of the Special Taxes with respect to each parcel. Owner shall be responsible for reasonable Agency costs incurred relating to the cancellation of the Special Taxes and recordation of such notice; provided, however, that Agency shall not terminate the Special Taxes for any lot for which a building permit has been issued, unless Owner pays all WWD Fees or posts separate security therefore. Such termination of this Agreement and cancellation of Special Taxes shall have no effect on Owner's obligations to pay WWD's Fees and meet all other conditions of approval or for utility service upon issuance of a building permit.

Section 16. Binding on Community Facilities District. The District shall automatically become a party to this Agreement, and all provisions hereof which apply to Agency shall also apply to the District. The Governing Body of Agency, acting as the legislative body of the District, shall perform all parts of this Agreement which require performance on the part of the District.

Section 17. Assignment. Upon the successful formation of the District, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto and shall run with the land without any further action of WWD, Agency or Owner unless terminated in writing pursuant to Section 15; provided, however, Owner may elect to retain all rights to the payment of all or any portion of the Purchase Price of the Acquisition Facilities in connection with the sale or transfer of all or any portion of the Property.

Section 18. Prompt Action. All consents, approvals and determinations required of either WWD, Agency or Owner pursuant to this Agreement shall be promptly given or made, and shall not be unreasonably withheld or conditioned.

Section 19. General. This Agreement and the Joint Community Facilities Agreement contain the entire agreement between the parties with respect to the matters herein provided for. This Agreement may only be amended by a subsequent written agreement signed on behalf of the parties. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties. This Agreement shall be construed and governed by the Constitution and laws of the State of California. The captions of the sections of this Agreement are provided for convenience only, and shall not have any bearing on the interpretation of any section hereof. This Agreement may be executed in several counterparts, each of which shall be an original of the same agreement.

(signature page follows)

IN WITNESS WHEREOF, the parties have caused this agreement to be signed as of the date first above written.

WH CASTAIC 497 LLC

By: Williams Communities, a California
limited liability company, its Manager

By: _____
Anthony E. Bell
Secretary and General Counsel

CASTAIC UNION SCHOOL DISTRICT

By: _____
Authorized Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Senior Deputy

LOS ANGELES COUNTY
WATERWORKS DISTRICT NO. 36, VAL
VERDE

By: _____
Director of Public Works

*-Signature Page-
Funding and Acquisition Agreement*

EXHIBIT A

DESCRIPTION OF PROPERTY

The Property is identified within recorded Tract Map Nos. 52584 and 52584-04 in the unincorporated territory of the County of Los Angeles, State of California.

EXHIBIT B

ACQUISITION FACILITIES AND PUBLIC FACILITIES

The immediately following table lists the Acquisition Facilities to be constructed by Owner and to be owned, operated and maintained by WWD, including the current cost estimates related thereto, which are subject to change.

<u>Acquisition Facilities</u>	<u>Estimated Costs</u>
1. Pump station consisting of two (2) GPM pumps, pressure regulating stations, and appurtenant improvements.	\$3,549,948
2. One 318,000 gallon water tank and one 294,000 gallon water tank in pressure zone 1,620 and appurtenant improvements. ¹	\$4,251,202
GRAND TOTAL ELIGIBLE ACQUISITION FACILITIES AND PUBLIC FACILITIES	\$7,801,150

¹ Completed December 2025, prior to the date of formation of the District.

EXHIBIT C

DEFINITIONS

The following terms shall have the meanings ascribed to them for purposes of this Agreement. Unless otherwise indicated, any other terms, capitalized or not, when used herein shall have the meanings ascribed to them in the Indenture (as hereinafter defined).

“Acceptable Title” means title to land or interest therein, in form acceptable to the Authorized Representative, free and clear of all liens, taxes, assessments, leases, easements and encumbrances, whether or not recorded, but subject to any exceptions determined by the Authorized Representative as not interfering with the actual or intended use of the land or interest therein. Notwithstanding the foregoing, an irrevocable offer of dedication may constitute land with an “Acceptable Title” if: (i) such offer is necessary to satisfy a condition to a tentative or final parcel map, (ii) such offer is in a form acceptable to the Authorized Representative, (iii) the Authorized Representative has no reason to believe that such offer of dedication will not be accepted by the applicable WWD, and (iv) the Owner commits in writing not to allow any liens to be imposed on such property prior to its acceptance.

“Acceptance Date” means the date WWD takes final action to accept dedication of or transfer of title to the Acquisition Facilities.

“Acquisition Facilities” means the facilities described as such in Exhibit B to the Agreement.

“Additional Bonds” means any series of Bonds issued by or on behalf of the District after the first series of Bonds, in each case in compliance with and under supplements to the Indenture, which Additional Bonds shall be secured on a parity lien or subordinate lien position with other Bonds previously issued.

“Affiliate” mean, with respect to the Owner, any other Person who controls, is controlled by or is under common control with the Owner, for purposes hereof, control means the power to exercise a controlling influence over the management or policies of a person, unless such power is solely the result of an official position with such person.

“Agreement” means this Agreement, together with any Supplement hereto.

“Act” means the Mello-Roos Community Facilities Act of 1982, Sections 53311 *et seq.* of the California Government Code, as amended.

“Actual Cost” means the substantiated cost of the Acquisition Facilities, which costs may include: (i) the costs incurred by the Owner for the construction of the Acquisition Facilities, including labor, material and equipment costs; (ii) the costs incurred by the Owner in preparing the Plans for the Acquisition Facilities and the related costs of environmental evaluations of the Acquisition Facilities; (iii) the fees paid to governmental agencies for obtaining permits, licenses or other governmental approvals for the Acquisition Facilities; (iv) a construction and project management fee of five percent (5%) of the costs described in clause (i) above incurred for the construction of the Acquisition Facilities; (v) professional costs incurred by the Owner, WWD or

Agency associated with the Acquisition Facilities, such as engineering, legal, accounting, inspection, construction staking, materials testing and similar professional services; (vi) costs directly related to the construction and/or acquisition of the Acquisition Facilities, such as costs of payment, performance and/or maintenance bonds, and insurance costs (including costs of any title insurance required hereunder); and (vii) costs of any real property or interest therein acquired from a third party, which real property or interest therein is either necessary for the construction of such Acquisition Facility (e.g., temporary construction easements, haul roads, etc.) or is required to be conveyed with such Acquisition Facility in order to convey Acceptable Title thereto to WWD. Actual Cost shall not include any cost of carry or interest expense with respect to any construction loan obtained by the Owner with respect to the Acquisition Facilities.

“Assessor’s Parcel” shall have the meaning ascribed to it in the Rate and Method.

“Bonds” means any series of bonds issued by or on behalf of the District.

“CFD Goals & Policies” means the Agency’s Goals and Policies for Mello-Roos Community Facilities Districts, as further amended from time to time.

“Deposit Agreement” means the Deposit Agreement between Agency and the Owner.

“Indenture” means, collectively, any agreement or agreements by that or similar name to be executed by the Agency, including, for and on behalf of the District, and the Trustee, which will provide for, among other matters, the issuance of the Bonds and the establishment of an “Improvement Fund” as originally executed by Agency and the trustee and as it may be amended from time to time.

“Owner” means WH Castaic 497 LLC, as the owner of the Property, and its successors and assigns, other than individual homebuyers.

“Person” means an individual, a corporation, a partnership, an association, a limited liability company, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

“Plans” means the plans, specifications, schedules and related construction contracts for the Acquisition Facilities approved pursuant to the applicable standards of WWD or other entity that will own, operate or maintain the Acquisition Facilities when completed and acquired.

“WWD” means Los Angeles County Waterworks District No. 36, Val Verde.

“WWD Fees” means any fees imposed by WWD as a condition of connecting to the WWD utility system, including connection fees and capacity fees.

“Purchase Price” means the amount paid by WWD for the Acquisition Facilities determined in accordance with Section 7 hereof, being an amount equal to the Actual Cost of such Acquisition Facilities, but subject to the limitations and reductions provided for in Section 7.

“Rate and Method” means the rate and method of apportionment of special taxes approved for the District in accordance with the Act.

“Special Fund” means a discrete, interest-bearing special fund of Agency to be established for the financing of the Acquisition Facilities and Public Facilities and administered pursuant to this Agreement.

“Special Tax or Special Taxes” means the special tax designated in the Rate and Method.

“Trustee” means the financial institution or other entity that enters into an Indenture with Agency with respect to the Bonds.

EXHIBIT D

FORM OF PAYMENT REQUEST

Community Facilities District No. 2025-1 of the Castaic Union School District

The undersigned, _____, a duly authorized representative of Owner, hereby requests payment of the Purchase Price of the Acquisition Facilities described in Attachment A attached hereto. Capitalized undefined terms shall have the meanings ascribed thereto in that certain Funding and Acquisition Agreement, dated as of _____, 2026 (the "Agreement"), by and between Los Angeles County Waterworks District No. 36, Val Verde ("WWD"), Castaic Union School District ("Agency"), and WH Castaic 497 LLC ("Owner"). In connection with this Payment Request, the undersigned hereby represents and warrants to the Agency and WWD as follows:

1. He or she is a duly authorized representative of Owner, qualified to execute this request for payment on behalf of Owner and knowledgeable as to the matters set forth herein.
2. The Acquisition Facilities for which payment is being sought under this payment request have been substantially completed in accordance with the Agreement, and Attachment B hereto, if applicable.
3. The true and correct Actual Cost of the Acquisition Facilities is set forth in Attachment A.
4. Attached hereto are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow WWD to verify the Actual Cost of the Acquisition Facilities.
5. There has not been filed with or served upon Owner notice of any lien, right to lien or attachment upon, or claim affecting the right to receive the payment requested herein which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing by operation of law. Copies of lien releases for all work for which payment is requested hereunder are attached hereto.
6. Owner is in compliance with the terms and provisions of the Agreement.

The Purchase Price for the Acquisition Facilities shall be payable from the appropriate account created pursuant to the Indenture or the Special Fund established pursuant to the Indenture.

I hereby certify that the above representations and warranties are true and correct.

Dated: _____

OWNER

By: _____

Name: _____

Title: _____

By execution of this Payment Request, WWD does hereby approve of the payment as described in this Payment Request and directs the Trustee to pay such amounts, first, from bond proceeds held in the designated account pursuant to the Indenture and, second from any surplus Special Taxes held by Agency as applicable, to the payee listed above and/or WWD shall pay all or a portion thereof from funds designated by WWD for such purpose.

**LOS ANGELES COUNTY
WATERWORKS DISTRICT NO. 36,
VAL VERDE**

By: _____

Director of Public Works

ATTACHMENT A

Acquisition Facility	Estimated Cost	Actual Cost	Purchase Price

Total Purchase Price to be Paid \$

ATTACHMENT B

Public Works Bidding Requirements

Contract Bidding by Owner

Public funding reimbursement or approval by Los Angeles County Waterworks District No. 36, Val Verde (“WWD”) requires the following, in addition to any additional requirements of State and federal law:

- ☐ 10 consecutive day advertisement in a newspaper of general circulation (This generally requires a minimum bid period of 14 days to achieve. A three week bid period is recommended). Proof of publication should be submitted to WWD for verification of advertisement as required. (Pub. Cont. Code §20125). Failure to advertise the project in a newspaper of general circulation will disqualify the developer from receiving reimbursement from public funds.
- ☐ Requirement for contractors and subcontractors to be registered with the State of California Department of Industrial Relations (DIR) in order to be qualified to bid on, be listed in a bid proposal, or to perform public work (Labor Code §1725.5). Online application for registration with DIR can be found at the following website: <http://www.dir.ca.gov/Public-Works/PublicWorksContractorsAndSubcontractors.html>. Failure to comply with this requirement will disqualify the developer from receiving reimbursement from public funds.
- ☐ Requirement for payment of general prevailing wages and certified payroll (Labor Code §1770-§1774). General prevailing wage rates are available from the Department of Industrial Relations website at: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Failure to comply with this requirement will disqualify the developer from receiving reimbursement from public funds.
- ☐ Bonds
 - Bid Bond 10% (recommended)
 - Performance Bond 100% (mandatory) (Pub. Cont. Code §20129).
 - Payment Bond 100% (mandatory) (Civil Code §9550).
 - Surety to be required to be an admitted surety in the State of California
 - The bonds shall include WWD as co-beneficiary.
- ☐ Required State Contractor’s license shall be specified in the notice inviting bids (Pub. Cont. Code §3300). License shall be verified before award. (Pub. Cont. Code §6100).
- ☐ Proprietary and brand specific items shall not be specified (Pub. Cont. Code §3400).
- ☐ Standard WWD bid items and units of measurement should be utilized. Failure to do so will delay reimbursements authorized by WWD.
- ☐ Sufficient liability insurance, naming WWD as additional insured for both General and Automobile liability policies. Insurance company to be required to be an admitted insurance company in the State of California and to have a Best Guide rating of A with a financial size of VIII or greater. General liability insurance coverage to be at least \$2 Million Aggregate and \$2 Million per occurrence (or higher if exposure is great).
- ☐ Hold Harmless Clause (Specifically naming WWD).

- ☐ The bid items should be only for the public works improvements. On site work should not be included in the scope of work.
- ☐ Construction plans and specifications shall be signed and stamped by a duly registered engineer prior to advertisement (Bus. & Prof. Code §6735).
- ☐ Construction plans shall be signed as approved by WWD, as appropriate, prior to advertisement.
- ☐ Bid exclusions are not allowed. Bids must be required for all items of work in order for a proper, legal and fair determination of who is the lowest responsive bidder.
- ☐ Time and place of bid opening must be made known to the bidders. Sealed bids shall be opened in a public forum and read aloud. (Pub. Cont. Code §20393)
- ☐ Working days and liquidated damages should be clearly noted in the Notice Inviting Bids and/or other prominent location in the general conditions. Liquidated damages should be calculated using Caltrans methodology, or other industry standard means.
- ☐ Non-collusion affidavit shall be required of each bidder. (Pub. Cont. Code §7106).
- ☐ Advertisement in trade Journals (F.W. Dodge, CMD, etc.). A listing of plan rooms is available upon request.
- ☐ All sub-contractors shall be listed. (Pub. Cont. Code §4104)
- ☐ Bids shall be required to be prepared in ink, signed, with the name, address, phone number and contractor's license number provided.
- ☐ Addenda should be reviewed and approved by WWD for all addenda that either modify any bidding requirements or modify any item addressed herein. Addenda shall be signed and stamped by a Civil Engineer duly registered in the State of California.
- ☐ Addenda issued within 72 hours of bid closing, and which contain material changes, shall extend the bidding period by at least 72 hours. (Pub. Cont. Code §4104.5).
- ☐ A summary of bids is to be prepared, summarizing each bid item, the unit price bid and the total price bid for each bid item, as well as the total sum bid. The bid summary should include the engineer's estimate of unit prices. The bid summary shall include a summary of alternate bid schedules, if applicable.
- ☐ Award to the lowest responsive and responsible bidder. (Pub. Cont. Code §20128 and §6100 *et seq.*) Contract to be kept on file by the Owner, and provided to WWD upon request.

Additional Information and Requirements

- WWD review and approval are required prior to advertisement, and, separately, prior to award.
- Submission of an Engineer's Estimate of quantities, unit costs and extended totals should be made with the Owner's first request for review of the bid documents.
- All work shall be coordinated with WWD's Engineer. WWD's Engineer, or their respective

designated subordinates, will provide oversight inspection. Approval of the final quantities shall be obtained from WWD's Engineer prior to final payment. Contract Change Orders shall be reviewed and approved by WWD's Engineer prior to execution.

- Bidding and contract records shall be maintained for a period of not less than three years, and shall be made available upon request to WWD. Documents to be retained shall include:
 1. Bid documents
 2. Addenda issued
 3. Bidders list, including date and time of bid submissions
 4. Each bid received
 5. Summary of bids
 6. Executed contracts
 7. Certified payroll records
 8. Other pertinent documents.

The following items shall be provided to WWD after bid opening:

1. Proof of Publication - Advertisement.
2. Developer's written certification of Public Bid Opening.
3. Log of bids received including date/time of receipt.
4. Tabulated Bid Summary.
5. Copy of low-bidder's proposal.

The following items shall be provided to WWD after award:

1. Copy of Insurance Certificate, meeting the above requirements, and naming WWD as additional insured.
2. Copy of contract, performance bond and payment bond.

EXHIBIT E

CONTRACTS FOR ACQUISITION FACILITIES AWARDED PRIOR TO FORMATION OF DISTRICT

1. The Pump Station rough grading contract was awarded to R&R Pipeline and executed on August 29, 2022 and the construction contract was awarded to Mesa Engineering and entered into 01/08/24.
2. The construction contracts for the Water Tanks were awarded as follows:
 - (a) Electrical – Awarded to Coleman Pacific and entered into 02/21/24.
 - (b) Grading – Awarded to M Maintenance and entered into 04/03/24.
 - (c) Tanks– Awarded to Paso Robles Tanks and entered into 08/06/24.
 - (d) Wet Utilities – Awarded to Mesa Engineering and entered into 04/29/24.
 - (e) Fencing – Awarded to Fence Factory and entered into 06/18/24.

DEPOSIT AGREEMENT

Relating to:

**Community Facilities District No. 2025-1
of the Castaic Union School District**

By and among

LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 36, VAL VERDE

and

WH CASTAIC 497 LLC

Dated as of

February 1, 2026

This DEPOSIT AGREEMENT (the “Agreement”), dated as of February 1, 2026, is by and between the LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 36, VAL VERDE, a county waterworks district formed in accordance with Division 16, Sections 55000 through 55991 of the State Water Code (the “WWD”), and WH CASTAIC 497 LLC, a Delaware limited liability company (“Owner” and together with WWD, the “Parties”).

RECITALS

WHEREAS, the Developer is the owner of approximately 163.981 acres of real property located in the City of Castaic, California, as more particularly described and/or depicted on Exhibit A (the “Property”); and

WHEREAS, the Developer has requested that Castaic Union School District form a community facilities district to include the Property and which plans to issue bonds or other obligations for the purposes of paying for the construction of certain public facilities (the “Project”), including facilities to be owned by WWD (the “WWD Facilities”); and

WHEREAS, the WWD will incur costs in connection with the execution and delivery of this Agreement and in connection with the issuance of such bonds; and

WHEREAS, Developer has agreed to advance certain costs related to the proceedings, as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

Section 1. Recitals. Each of the above recitals is true and correct and is incorporated herein.

Section 2. Deposit Fee. The WWD has incurred, and will incur, costs related to the proceedings described herein and the delivery of this Agreement (the “Deposit Costs”). Developer agrees to pay all Deposit Costs incurred by the WWD.

Developer shall initially pay to the WWD the amount of \$10,000 as the deposit fee (the “Deposit Fee”). The Deposit Fee shall cover all costs of the WWD related to the Deposit Costs. If the Deposit Costs exceed \$10,000, Developer shall pay additional fees to the WWD in order to pay the full amount of the Deposit Costs (the “Additional Fees”). Any Additional Fees shall be paid by Developer within ten (10) days of a written request from the WWD notifying Developer of such Additional Fees.

The WWD may draw upon the Deposit Fee from time to time to pay the Deposit Costs. If, at any time, the amount of available Deposit Fee funds falls below \$1,000 and the WWD reasonably determines that the then-remaining Deposit Costs will exceed the then-remaining amount of Deposit Fee, the WWD shall notify the Developer in writing of that determination and of the additional amount which Developer must pay to the WWD to cover the estimated remaining

Deposit Costs. Upon receipt of such notification, Developer shall pay the amount specified therein to the WWD within ten (10) business days of the date thereof. If Developer fails to pay any such amounts to the WWD, the WWD may suspend or terminate the issuance of bonds for or its participation in the proceedings.

Section 3. Reimbursement. If the proceedings are not completed or are abandoned for any reason at any time prior to the completion of the Project, there shall be no obligation on the part of the WWD to reimburse the Developer for any monies previously paid by the Developer to the WWD and expended to pay Deposit Costs; provided, however, the WWD agrees to return to Developer, without interest, any amounts previously paid by Developer which remain on deposit with the WWD which the WWD determines are in excess of the amount necessary to pay for any then-remaining Deposit Costs. The amount of the Deposit Fee and any Additional Fee(s) expended for Deposit Costs may be reimbursed to the Developer from proceeds of bonds of the community facilities district.

Section 4. Unused Advances. Within sixty (60) days after the acceptance of the WWD Facilities, the WWD shall return any funds which have been advanced by the Developer which are not expended on Deposit Costs (the "Unused Advances"). Such returned funds shall be without interest.

Section 5. Right to Abandon Proceedings. Developer acknowledges that the WWD's participation in the proceedings, including the issuance of bonds or other obligations, are an exercise of the legislative authority of the WWD, and as such, this Agreement does not in any way create a contractual, legal, or equitable obligation of or commitment by the WWD to participate in the proceedings or the Project or issue bonds or other obligations to pay for the Project. The WWD expressly reserves the right to abandon its participation in the proceedings and Project for any reason at any time prior to the completion thereof.

Section 6. Termination. Prior to the issuance of bonds or other obligations for the Project, either party may terminate this Agreement by giving the other party fifteen (15) days prior written notice; and in the case of the Developer, by also paying to the WWD an amount which, together with any amount of Deposit Fee already paid by Developer, will be sufficient to pay all Deposit Costs occurred to the date of termination.

Sixty (60) days after the successful completion of the Project, as evidenced by the acceptance of the WWD Facilities, and provided that all obligations of the parties pursuant to this Agreement have been met, this Agreement shall terminate.

Section 7. Assignment. This Agreement or any right or duty hereunder may be assigned by the Developer with prior written notice to and written approval of the WWD.

Section 8. Mutual Assistance and Cooperation. The WWD and Developer shall mutually assist one another in otherwise undertaking and furthering the goals and objectives set forth in this Agreement.

Section 9. Notice. Any notice, payment, or instrument required or permitted by this Agreement to be given or delivered to either party shall be deemed to have been received when (a)

personally delivered, (b) if given by electronic communication, whether by email or telecopier upon the sender's receipt of an appropriate answer back or other written acknowledgment, (c) if given by registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section, addressed as follows:

Developer: WH Castaic 497 LLC
Attn: Jeff Farrington
24911 Avenue Stanford
Santa Clarita, CA 91355
Email: jfarrington@williamshomes.com

With a copy to: John Yeager
19800 Mac Arthur Blvd., Suite 650
Irvine, CA 92612
Email: jyeager@oneil-llp.com

WWD: Los Angeles County Waterworks District No.
36, Val Verde
900 South Fremont Avenue
Alhambra, CA 91803
Email: rgindi@dpw.lacounty.gov

With a copy to: Lutfi Kharuf
Best Best & Krieger LLP
655 West Broadway, 15th Floor
San Diego, CA 90071
Email: lutfi.kharuf@bbklaw.com

And

Office of the County Counsel
County of Los Angeles
Attn: Public Works Division
500 West Temple Street, 6th Floor
Los Angeles, CA 90012

Each party can change its address for delivery of notice by delivering written notice of such change of address to the other party within twenty (20) days of such change.

Section 10. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties hereto.

Section 12. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the matters provided for herein. There are no oral or written representations, understandings, undertakings, or agreements which are not expressly referred to or contained herein, and any such representations, understandings, undertakings, or agreements are superseded by this Agreement. No evidence of any such representations, understandings, undertakings, or agreements shall be admissible and any proceeding of any kind or nature relating to the terms and conditions of this Agreement shall be limited to the premises and agreements set forth herein.

Section 13. Amendments. This Agreement may be amended or modified only in writing signed by all parties hereto.

Section 14. Governing Law and Venue. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California. Any action at law or in equity arising under this Agreement brought by any 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 Los Angeles, State of California, and the parties waive all provisions of law providing for the filing, removal or change of venue to any other Court.

Section 15. Singular and Plural; Gender. Whenever used herein, the singular of any word includes the plural and the plural shall include the singular, and terms in the masculine, feminine, or neuter gender shall include the others whenever the context of the Agreement so indicates.

Section 16. No Third Party Beneficiaries. Except as may be specifically provided herein to the contrary, no third party shall be the express or implied beneficiary of this Agreement or any of its provisions, no such third party may bring action at law or in equity with respect thereto.

Section 17. Counterparts. This Agreement and any exhibits, amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Agreement or any amendment or renewal. A signature by any party to this Agreement provided by facsimile or electronic mail (including scanned signatures) is binding upon that party as if it were the original.

Section 18. Time is of the Essence. Time is of the essence in the performance of the parties respective obligations contained herein.

Section 19. Force Majeure. No party shall be deemed to be in default where failure or delay in the performance of any of its obligations under this Agreement is caused by natural disasters or other acts of God, wars, terrorism, riots or similar hostilities, strikes or other labor difficulties, shortage of materials, prohibitory court actions, or other causes beyond a party's

control. If any such events shall occur, the time for performance by any party of its obligations hereunder shall be extended for the period of time that such events prevented such performance.

Section 20. Waiver. The waiver by one party of the performance of any covenant, condition, or promise shall not invalidate this Agreement, nor shall it be considered a waiver by such party of any other covenant, condition, or promise. The waiver by either or both parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and any provision of this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below:

**LOS ANGELES COUNTY WATERWORKS
DISTRICT NO. 36, VAL VERDE**

By: _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Senior Deputy

WH CASTAIC 497 LLC

By: Williams Communities, a California limited
liability company, its Manager

By: _____
Anthony E. Bell
Secretary and General Counsel

*-Signature Page-
Deposit Agreement*

EXHIBIT A

DESCRIPTION OR DEPICTION OF PROPERTY

The Property is identified within recorded Tract Map Nos. 52584 and 52584-04 in the unincorporated territory of the County of Los Angeles, State of California.

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/22/2026						
BOARD MEETING DATE	5/12/2026						
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th						
DEPARTMENT(S)	Public Works						
SUBJECT	Membership Agreement and Funding for Special Studies between Southern California Coastal Water Research Project Authority and Los Angeles County Flood Control District						
PROGRAM	N/A						
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No						
SOLE SOURCE CONTRACT	☐ Yes ☒ No						
	If Yes, please explain why:						
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board letter.						
DEADLINES/ TIME CONSTRAINTS	Current membership agreement between the Southern California Coastal Water Research Project Authority (SCCWRP) and the Los Angeles County Flood Control District (District) expires on June 30, 2026.						
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$2,796,250</td><td>Funding source: Funding for Fiscal Year 2026-27 of the associate commission membership will be included in the Flood Control District Fund (B07 - Services and Supplies). Funding to finance future contract years will be requested through the annual budget process. When the need arises for services under this contract, financing will be made from the appropriate fund. Total expenditure for these services will not exceed the amount approved by the Board.</td></tr> <tr> <td colspan="2">TERMS (if applicable): This agreement will be for a 5-year term, from 2026 - 2031.</td></tr> <tr> <td colspan="2">Explanation: N/A</td></tr> </table>	Total cost: \$2,796,250	Funding source: Funding for Fiscal Year 2026-27 of the associate commission membership will be included in the Flood Control District Fund (B07 - Services and Supplies). Funding to finance future contract years will be requested through the annual budget process. When the need arises for services under this contract, financing will be made from the appropriate fund. Total expenditure for these services will not exceed the amount approved by the Board.	TERMS (if applicable): This agreement will be for a 5-year term, from 2026 - 2031.		Explanation: N/A	
Total cost: \$2,796,250	Funding source: Funding for Fiscal Year 2026-27 of the associate commission membership will be included in the Flood Control District Fund (B07 - Services and Supplies). Funding to finance future contract years will be requested through the annual budget process. When the need arises for services under this contract, financing will be made from the appropriate fund. Total expenditure for these services will not exceed the amount approved by the Board.						
TERMS (if applicable): This agreement will be for a 5-year term, from 2026 - 2031.							
Explanation: N/A							
PURPOSE OF REQUEST	To obtain Board approval to renew the membership agreement with SCCWRP, enter into agreements to conduct scientific studies with SCCWRP, and find that the proposed actions are not a project under the California Environmental Quality Act.						
BACKGROUND (include internal/external issues that may exist including any related motions)	The District has been a member of SCCWRP and has served on its governing commission since 2004. The District's current 5-year membership term is set to expire on June 30, 2026. The unincorporated communities of Los Angeles County, the District, and other County departments benefit from SCCWRP's research, which is recognized by the environmental community and regulatory agencies as credible and impartial due to the makeup of its governing board. Accordingly, continued membership in SCCWRP and participation on its governing commission would be beneficial to the District, and entering into agreements with SCCWRP will allow the District to direct the advancement of regional stormwater research.						

EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: These recommendations support Board Priority No. 5: Environmental Justice and Climate Health. Continued membership in the SCCWRP consists of conducting scientific studies related to stormwater and urban runoff, the improvement of infrastructure or operations for environmental sustainability, and performing activities to support the Safe, Clean Water Program's implementation and support the District.
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Jolene F. Guerrero, Deputy Director, (626) 458-4012, cell (626) 632-1308, jguerrer@pw.lacounty.gov



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

May 12, 2026

IN REPLY PLEASE
REFER TO FILE:

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA
MEMBERSHIP AGREEMENT AND FUNDING FOR SPECIAL STUDIES BETWEEN
SOUTHERN CALIFORNIA COASTAL WATER RESEARCH PROJECT AUTHORITY
AND LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
(ALL SUPERVISORIAL DISTRICTS)
(3-VOTES)**

SUBJECT

Public Works is seeking Board approval to authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to renew the Los Angeles County Flood Control District's membership with the Southern California Coastal Water Research Project Authority and participation on its governing commission for a period of 5 years.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the proposed actions are not a project pursuant to the California Environmental Quality Act for the reasons stated in this Board letter.
2. Authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to enter into an agreement with the Southern California Coastal Water Research Project Authority for the renewal of the Los Angeles County Flood Control District's membership as an associate commission member of the Southern California Coastal Water Research Project Authority's governing commission for a period of 5 years between July 1, 2026, and June 30, 2031, at an amount not to exceed \$796,250.

3. Authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to enter into agreements with the Southern California Coastal Water Research Project Authority to conduct scientific studies related to stormwater and urban runoff, including studies and activities supporting the implementation of the Safe, Clean Water Program through June 30, 2031, at a total not-to-exceed amount of \$2,000,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to authorize the Chief Engineer of the Los Angeles County Flood Control District (District) to enter into an agreement with the Southern California Coastal Water Research Project Authority (SCCWRP) to renew the District's associate membership and participation on SCCWRP's governing commission for a period of 5 years, from July 1, 2026, to June 30, 2031. The actions would also authorize payment of associate membership fees in the total amount of \$796,250 over the 5-year period and allow the District to enter into additional agreements with SCCWRP in an aggregate not-to-exceed amount of \$2,000,000. These agreements would fund scientific studies related to stormwater and urban runoff, including studies related to the improvement of infrastructure or operations for environmental sustainability and to perform activities supporting implementation of the Safe, Clean Water Program during the new 5-year membership period.

The SCCWRP is governed by a 14-member commission that is composed of representatives from the California Ocean Protection Council; the Los Angeles, Santa Ana, and San Diego Regional Water Quality Control Boards; the California State Water Resources Control Board; the Cities of Los Angeles and San Diego; the County of San Diego; the District; the Los Angeles County Sanitation Districts; the Orange County Public Works; the Orange County Sanitation District; the United States Environmental Protection Agency, Region IX; and the Ventura County Watershed Protection District. The SCCWRP's long-term objectives are to conduct environmental research and assess the condition of Southern California's coastal environment.

The District has been a member of SCCWRP and has served on its governing commission since 2004. The District's current 5-year membership term is set to expire on June 30, 2026. The unincorporated communities of the County, the District, and other County departments benefit from SCCWRP's research, which is recognized by the environmental community and regulatory agencies as credible and impartial due to the makeup of its governing board. Accordingly, continued membership in SCCWRP and participation in its governing commission would be beneficial to the District.

In 2021, for the current 5-year membership period, the Board authorized the Chief Engineer of the District or his designee to enter into agreements with SCCWRP for stormwater-related scientific studies up to \$6,000,000. These funds were used to carry out various studies that both the County and District are required to conduct as part of its compliance with the National Pollutant Discharge Elimination System Permit. For example, a study was conducted to assess the effectiveness of stormwater best management practices devices in removing targeted total maximum daily loads pollutants in various watersheds. Additionally, SCCWRP is providing services to assist with the implementation of the Safe, Clean Water Program to assess project performance of regional stormwater best management practices and reviewing scientific study applications.

Accordingly, for the upcoming 5-year membership period, the District is seeking authorization to enter into agreements to provide funding for SCCWRP to conduct similar stormwater-related scientific studies and provide assistance to the Safe, Clean Water Program through the end of the new membership period for a total cost not to exceed \$2,000,000.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy iv, Environmental Justice, by promoting investment in innovative stormwater research throughout the communities of Los Angeles County. These studies aim to foster equity in infrastructure and deliver measurable improvements in watershed health across impacted communities.

The recommended actions align with the Board-Directed Priority of Sustainability and the "Our County" Sustainability Plan, which seeks to create a healthier, more livable, economically robust, equitable, and resilient County. Key strategies include increasing stormwater capture, integrating best practices for stormwater management, implementing green infrastructure to reduce runoff pollutants, and supporting programs that encourage water conservation and multi-benefit stormwater projects. Implementing these actions will enable the District to generate and share critical scientific knowledge on environmental resource management and guide decision-making and policy development while ensuring the timely delivery of public services.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The Fiscal Year 2026-27 associate commission membership sum is \$150,000. The agreement includes five 1-year renewal options with an estimated maximum potential membership sum of \$796,250.

Funding for Fiscal Year 2026-27 of the associate commission membership will be included in the Flood Control District Fund (B07 - Services and Supplies) Fiscal Year 2026-27 Budget. Funds to finance future years of membership will be requested through the annual budget process.

When the need arises to conduct scientific studies as authorized by the Board, financing the required services will be from the appropriate funding source and will be requested through the annual budget process. Total annual expenditure for these services will not exceed \$2,000,000 through June 30, 2031.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

SCCWRP is a joint powers authority established pursuant to a joint powers agreement between the Cities of Los Angeles and San Diego, the Los Angeles County Sanitation Districts, and the Orange County Sanitation District. These parties are expected to enter into the eleventh amended joint powers agreement, effective July 1, 2026, to continue SCCWRP for a period of 5 additional years.

The District's existing membership to the commission expires on June 30, 2026, and it is the desire of the District to continue its participation on the commission. The membership renewal agreement will be substantially similar to the enclosed draft agreement.

ENVIRONMENTAL DOCUMENTATION

The agreement to renew the District's membership in SCCWRP and the agreements with SCCWRP to perform activities in support of the Safe, Clean Water Program are not subject to the California Environmental Quality Act (CEQA) because they are activities that are excluded from the definition of a project by Section 21065 of the California Public Resources Code and Section 15378(b) of the CEQA Guidelines. The proposed actions are organizational or administrative activities of government, which will not result in direct or indirect physical changes to the environment.

The agreements with SCCWRP that fund scientific studies are exempt from CEQA pursuant to Section 15262 of the Guidelines and the California Public Resources Code Section 21102 because they relate to planning and feasibility studies for possible future actions that the Board has not adopted, approved, or funded. They are also exempt pursuant to Section 15306, related to information-gathering activities, including basic data

collection and resource evaluation that do not result in a serious disturbance to an environmental resource.

Additionally, based on the proposed project records, they will comply with all applicable regulations and are not in a sensitive environment. There are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that they may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

By approving these studies for future proposed projects, the District does not commit to or otherwise endorse, authorize, or approve any specific project. Any future recommendations on any proposed development remain subject to the Board's sole discretion to approve, deny, or modify a proposed project and to consider factors that would accompany CEQA review. Authorization of any future project activities would occur only following compliance with CEQA, and Public Works will return to the Board for consideration of appropriate environmental documentation if necessary.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no adverse impact on current County services.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Stormwater Quality Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:HD:nd

Enclosure

c: Chief Executive Office (Christine Frias)
County Counsel
Executive Office, Board of Supervisors

AGREEMENT

This AGREEMENT, made and entered into by and between the Los Angeles County Flood Control District (hereinafter referred to as the LACFCD) and the Southern California Coastal Water Research Project Authority, a joint powers agency (hereinafter referred to as AUTHORITY), heretofore established and presently operating pursuant to the Eleventh Amended Joint Powers Agreement (hereinafter referred to as ELEVENTH AMENDED JPA), effective July 1, 2026.

WITNESSETH

WHEREAS, the LACFCD's existing membership to the AUTHORITY's commission expires on June 30, 2026, and it is the desire of the LACFCD to continue its participation on the AUTHORITY's commission; and

WHEREAS, this AGREEMENT will extend LACFCD's participation in the AUTHORITY's commission from July 1, 2026, through June 30, 2031, inclusive; and

WHEREAS, the ELEVENTH AMENDED JPA for the creation of the AUTHORITY has been made and entered into by and between the County of Los Angeles Sanitation Districts, the Cities of Los Angeles and San Diego, and the Orange County Sanitation District, effective July 1, 2026; and

WHEREAS, the AUTHORITY is governed by a 14-member commission composed of representatives from the County of Los Angeles Sanitation Districts; the California Ocean Protection Council; the California Regional Water Quality Control Boards, Los Angeles, Santa Ana, and San Diego Regions; the California State Water Resources Control Board; the Cities of Los Angeles and San Diego; the Orange County Sanitation District; and the United States Environmental Protection Agency, Region IX; and

WHEREAS, the LACFCD, County of San Diego, Orange County Public Works, and Ventura County Watershed Protection District are Associate Members of the AUTHORITY's commission; and

WHEREAS, the AUTHORITY was formed and currently exists for the purpose of enhancing the scientific foundation for management of Southern California's ocean and associated coastal watershed resources; and

WHEREAS, an understanding of the effect of the discharge of stormwater into the coastal waters of Southern California is essential in order for the AUTHORITY and its member agencies to more fully understand the foregoing interrelationships; and

WHEREAS, the ELEVENTH AMENDED JPA provides that other public agencies having a power common to the Signatories to the ELEVENTH AMENDED JPA may be invited to become Associate Members of the AUTHORITY's commission with responsibilities and benefits as set forth herein; and

WHEREAS, the AUTHORITY and the LACFCD agree that the continued appointment of the LACFCD as an Associate Member of the AUTHORITY's commission would be mutually beneficial to both parties; and

WHEREAS, the AUTHORITY and the LACFCD agree that the addition of each Associate Member of the AUTHORITY's commission would be mutually beneficial to all parties.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties and of the promises herein contained, the parties agree as follows:

1. AUTHORITY AGREES:

- a. The LACFCD's Associate Membership in the AUTHORITY is renewed for a period of five (5) years, beginning on July 1, 2026, and ending on June 30, 2031, subject to the LACFCD's annual payment of an Associate Membership fee according to the following schedule:
FY 2026/2027 = \$150,000
FY 2027/2028 = \$154,500
FY 2028/2029 = \$159,000
FY 2029/2030 = \$164,000
FY 2030/2031 = \$168,750
- b. Upon payment of the annual Associate Membership fee, the LACFCD shall have the rights of an Associate Member of the AUTHORITY's commission.
- c. To continue quarterly commission meetings and periodic scientific forums and training efforts intended to raise important issues concerning watershed management principles and to foster communication between and among the LACFCD, other Associate Members of the AUTHORITY's commission, other agencies, and the AUTHORITY's Full-Commission Members.
- d. To continue producing publications and staff reports to such extent as the commission determines to be appropriate concerning such subjects that will serve the interests of the AUTHORITY. The commission and its Executive Director will consider publications that will be of particular benefit to the LACFCD and/or will aid the general public better to understand watershed management principles that relate to waters within the jurisdictional boundaries of the LACFCD.
- e. To provide expert advice, as needed, to the LACFCD on technical and scientific issues related to stormwater and watershed management principles. Such services may also include review of technical or scientific documents produced by and/or for the LACFCD by a party other than the AUTHORITY, including but not limited to, developing scopes of work for the LACFCD's scientific studies and providing quality assurance/quality control

for the LACFCD's stormwater monitoring programs and access to the AUTHORITY's database by the LACFCD.

2. LACFCD AGREES:

- a. Upon annual invoice by the AUTHORITY, to pay an annual Associate Membership fee according to clause (1.a) to participate as an Associate Member of the AUTHORITY's commission during this AGREEMENT period covering July 1, 2026, to June 30, 2031, inclusive.
- b. To appoint a management-level individual to attend and participate in the AUTHORITY's quarterly commission meetings and a scientist-level individual to attend and participate in quarterly meetings of the commission's Technical Advisory Group as long as this AGREEMENT is still in force.
- c. To acknowledge its advisory capacity to the AUTHORITY and that as an Associate Member of the commission, it shall be entitled to discuss any matter before the commission and shall be entitled to one-quarter vote on any such matters in accordance with the TENTH AMENDED JPA.

3. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Other than the specific responsibilities and obligations described in this AGREEMENT, the LACFCD incurs no responsibility, liability, or obligation to the AUTHORITY and/or its consultants and/or contractors. The LACFCD and/or its officials, employees, or agents will not be responsible for any damage or liability occurring by reason of any acts or omissions of the AUTHORITY and/or its officers, employees, agents, other members, consultants, and/or contractors occurring in the performance of this AGREEMENT, unless the action or inaction of the LACFCD contributes to such damages or liability.
- b. The AUTHORITY shall indemnify, defend, and hold harmless the LACFCD, the County of Los Angeles, and their respective officers, employees, and agents from and against any acts or omissions of the AUTHORITY and/or its officers, employees, and agents from all claims, demands, or liability, including legal costs occasioned by or arising out of this AGREEMENT and the activities conducted hereunder
- c. This AGREEMENT shall continue in effect for a term of five (5) years, beginning from July 1, 2026, to June 30, 2031, but in no event beyond such time as the lawful requirements of any public agency would bar the further performance of this AGREEMENT. This AGREEMENT may be terminated for convenience by the LACFCD upon giving the AUTHORITY a thirty (30)-day written notice of termination, and the LACFCD shall not be entitled

to a refund of any sum it has paid as consideration of the current Associate Membership fees as of the date notice is provided and shall not be responsible for any subsequent annual Membership fees for the period covered by this AGREEMENT. This AGREEMENT may be terminated by the AUTHORITY upon giving the LACFCD a thirty (30)-day written notice of termination in the event the LACFCD fails to pay the required Associate Membership fee to the AUTHORITY.

- d. If any provision of this AGREEMENT is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions hereof shall remain in full force and effect.
- e. This AGREEMENT shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- f. This AGREEMENT constitutes the entire agreement between the LACFCD and the AUTHORITY and may be modified only by further written agreement between the parties hereto.
- g. Any official notices or correspondence related to this AGREEMENT shall be in writing and mailed first-class, prepaid postage to the following addresses:

AUTHORITY: Dr. Stephen Weisberg
Executive Director
Southern California Coastal Water Research
Project Authority
3535 Harbor Boulevard, Suite 110
Costa Mesa, CA 92626

LACFCD: Mark Pestrella
Director of Public Works
Los Angeles County
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

Should the AUTHORITY enter into a later AGREEMENT with another party that has the same purpose as this AGREEMENT, the AUTHORITY shall send a copy of such later AGREEMENT to the LACFCD. If, in the judgment of the LACFCD, such later AGREEMENT is more beneficial to the other party than this AGREEMENT is to the LACFCD, the AUTHORITY agrees, upon written request from the LACFCD, that this AGREEMENT be amended to include, without qualification, terms at least as favorable as those provided to the other party in such later AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the SOUTHERN CALIFORNIA COASTAL WATER RESEARCH PROJECT AUTHORITY and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on the dates hereafter as set forth.

SOUTHERN CALIFORNIA COASTAL
WATER RESEARCH PROJECT
AUTHORITY, a Joint Powers Agency:

Dated: _____

By: _____
Stephen B. Weisberg, Ph.D.
Executive Director

Attest: _____
Bryan Nece
Administrative Officer

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT,
a body corporate and politic:

By: _____
Chief Engineer

Dated: _____

APPROVED AS TO FORM:
County Counsel

By: _____
Deputy

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/22/2026							
BOARD MEETING DATE	5/12/2026							
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th							
DEPARTMENT(S)	Department of Regional Planning							
SUBJECT	Housing Ordinances Update							
PROGRAM								
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes ☒ No							
SOLE SOURCE CONTRACT	☐ Yes ☒ No							
	If Yes, please explain why:							
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ No – Not Applicable							
DEADLINES/ TIME CONSTRAINTS								
COST & FUNDING	<table border="1"> <tr> <td>Total cost: \$</td><td>Funding source:</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2">Explanation:</td></tr> </table>		Total cost: \$	Funding source:	TERMS (if applicable):		Explanation:	
Total cost: \$	Funding source:							
TERMS (if applicable):								
Explanation:								
PURPOSE OF REQUEST	Adopt the Housing Ordinances Update (HOU), which amends Title 21 (Subdivisions) and Title 22 (Planning and Zoning) of the Los Angeles County Code to align local housing development regulations in the unincorporated areas of Los Angeles County with recent changes in state law, support the preservation and development of affordable housing, promote housing diversity, remove zoning barriers to fair housing, and simplify language and correct errors in the County Code to improve clarity and facilitate implementation; certify that the Addendum to the previously certified Los Angeles County Housing Element Update Final Program Environmental Impact Report (Certified Final PEIR) has been completed in compliance with the California Environmental Quality Act and reflects the independent judgement and analysis of the County; and find that the Board has reviewed and considered the information contained in the Addendum to the Certified Final PEIR prior to approving the project and approving the Addendum.							
BACKGROUND (include internal/external issues that may exist including any related motions)	The HOU implements Program 22 (Housing for Acutely Low Income Households Program), Program 24 (Reasonable Accommodations Ordinance Update and Removal of Zoning Barriers to Fair Housing), and Program 29 (Housing Types Definitions Program) of the Housing Element. The HOU also codifies a selection of state bills that were enacted between 2020 and 2025 to ensure consistency between the County Code and state mandates.							

EQUITY INDEX OR LENS WAS UTILIZED	☒ Yes ☐ No If Yes, please explain how: The HOU promotes equity outcomes by 1) incentivizing mixed-income housing development through updates to the Density Bonus Ordinance; 2) expanding housing choices to better respond to the diverse housing needs of the unincorporated areas; and 3) streamlining the procedures for persons with disabilities to request reasonable accommodations.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: This project supports the Board-directed priorities including Homeless Initiative, Sustainability, and Anti-Racism, Diversity and Inclusion (ARDI). Implementation of the project supports attainment of various Strategies of the County Strategic Plan, including Strategy 1.C.i. Affordable Housing and Strategy 3.C.i. Policies and Practices.
DEPARTMENTAL CONTACTS	Tina Fung, Supervising Regional Planner (213) 974-6417 tfung@planning.lacounty.gov

LOS ANGELES COUNTY DEPARTMENT OF REGIONAL PLANNING

AMY J. BODEK, AICP
Director,
Regional Planning

DENNIS SLAVIN
Chief Deputy Director,
Regional Planning

CONNIE CHUNG, AICP
Deputy Director,
Advance Planning

DAVID DE GRAZIA
Deputy Director,
Current Planning

SHARON GUIDRY
Deputy Director,
Land Use Regulation

JOSEPH HORVATH
Administrative Deputy,
Administration

May 12, 2026

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**PROJECT NO. 2022-000713
ADVANCE PLANNING PROJECT NO. RPPL2022001919
ENVIRONMENTAL ASSESSMENT NO. RPPL2022001920
(ALL SUPERVISORIAL DISTRICTS) (3-VOTES)**

SUBJECT

The recommended actions are to approve an Addendum to the previously certified Housing Element Update Final Program Environmental Impact Report (PEIR) and the Housing Ordinances Update (Ordinance), which amends Title 21 (Subdivisions) and Title 22 (Planning and Zoning) of the Los Angeles County Code (County Code). The proposed Ordinance updates existing housing ordinances, to ensure consistency between local housing development regulations in the unincorporated area and recent changes in state housing laws.

IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING,

1. Certify that the Addendum to the previously certified Final PEIR for the Housing Element Update (Environmental Assessment No. RPPL2022001920) (Attachment 3), has been completed in compliance with the California Environmental Quality Act (CEQA) and reflects the independent judgment and analysis of the County of Los Angeles (County); find that the Board of Supervisors (Board) has reviewed and considered the information contained in the Addendum with the Final PEIR prior to approving the project, and approve the Addendum;
2. Indicate its intent to approve the proposed Ordinance (Advance Planning Project No. RPPL2022001919), as recommended by the Regional Planning Commission (RPC); and

3. Instruct County Counsel to prepare the necessary final documents amending Title 21 and Title 22 of the County Code for the proposed Ordinance and bring them back to the Board for their consideration.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will approve 1) an Addendum to the previously certified Housing Element Update Final PEIR and 2) amendments to existing housing ordinances in accordance with state law and local policy changes to support the preservation and development of housing units in the unincorporated areas.

In response to the ongoing housing crisis, the Board has adopted various housing ordinances, including the Density Bonus Ordinance (DBO), the Affordable Housing Preservation Ordinance (AHPO), and the Accessory Dwelling Unit (ADU) Ordinance to increase housing affordability and accelerate housing production in the unincorporated areas. However, as the State legislature has enacted a series of bills that significantly changed state housing laws in recent years, it is necessary to update the County Code to ensure consistency with state mandates.

Building upon these existing state laws, the proposed Ordinance also includes local policy changes to 1) support affordable housing development; 2) preserve the County's existing housing stock; 3) expand housing choices; and 4) remove zoning barriers to fair housing. Furthermore, the proposed Ordinance simplifies code language and corrects errors to improve clarity and facilitate implementation. A project summary is included as Attachment 1, and the proposed Ordinance is included as Attachment 2.

The proposed Ordinance also implement the following programs in the Housing Element, which was adopted by the Board and certified by the State Department of Housing and Community Development in May 2022: 1) Program 22 (Housing for Acutely Low Income Households Program); 2) Program 24 (Reasonable Accommodations Ordinance Update and Removal of Zoning Barriers to Fair Housing); and 3) Program 29 (Housing Types Definitions Program).

On December 3, 2025, the RPC held a public hearing and voted 4-0 with one absent to recommend approval of the proposed Ordinance. A summary of the RPC proceedings is included as Attachment 4. The RPC's resolution is included as Attachment 5.

Following the public hearing, County Counsel will prepare the necessary final documents amending Title 21 and Title 22 of the County Code for the proposed Ordinance at the Board's direction. The final documents for the Board's consideration will reflect the following revisions to the proposed Ordinance: 1) updated County Code section numbers for the East Los Angeles and Santa Monica Mountains North Area Community Standards Districts (CSDs), and 2) updated fee schedule and rates for the Affordable Housing Replacement Fee. These revisions are necessary to ensure consistency with the administrative reformatting of the CSDs from the

Tune-Up Series 003 Ordinance, which will return to the Board for final adoption before this Ordinance is adopted, and with the annual fee update that took effect on March 1, 2026.

Key Components

The proposed Ordinance implements state housing laws and incorporates various local policy and technical changes to support the preservation of existing housing units and accelerate new housing production. The proposed Ordinance includes the following key components:

State Housing Mandates

The proposed Ordinance codifies state bills enacted between 2020 and 2025, including amendments to 1) the State Density Bonus Law; 2) the “no net loss” provisions of the Housing Crisis Act of 2019; 3) the use-by-right provisions established by AB 2162 (2018) for certain supportive housing developments; and 4) the State ADU law.

Local County Policy Changes

Support affordable housing development: To support the production of affordable housing, the proposed Ordinance amends the DBO with the following: 1) establishing density bonuses for projects providing acutely low income housing for households earning no more than 15% of the County’s area median income; 2) providing density bonuses that exceed state law’s maximum; 3) increasing the duration of affordability for rental income-restricted units from 55 to 99 years; and 4) requiring that, in mixed-tenure projects with both rental and for-sale units, the number of bonus units awarded be proportional to the number of income- or age-restricted units in each tenure.

Preserve the County’s existing housing stock: To preserve existing housing stock and make it easier for displaced residents to return to their neighborhood, the proposed Ordinance amends the AHPO and nonconforming provisions with the following: 1) requiring the like-for-like replacement of the number of bedrooms in each affordable replacement unit; 2) requiring that off-site affordable replacement units provided by non-residential development be located within one-half mile of the site of the demolished units; and 3) increasing the threshold for the repair and restoration of nonconforming residential buildings without a discretionary permit from 50% to 100% of the building’s pre-damage market value if damage occurs.

Expand housing choices: To expand housing choices and allow for smaller homes, the proposed Ordinance removes the 800-square-foot minimum floor area and the 20-foot minimum building width for single-family residences.

Remove zoning barriers to fair housing: To remove zoning barriers to fair housing, the proposed Ordinance further streamlines the review process for reasonable accommodations for persons with disabilities with the following: 1) removing the application fee; 2) removing public noticing

requirements and process for appeals; and 3) placing the burden on the County to substantiate a denial with a set of denial findings.

Technical Changes

Harmonized Requirements for Income-Restricted Units: The proposed Ordinance harmonizes regulations for income-restricted units across the DBO, the AHPO, and the Inclusionary Housing Ordinance, such as the location and distribution of income-restricted units within a housing development, the duration of affordability, and the comparability between building materials for income-restricted and market-rate units.

Housing Type Definitions: The proposed Ordinance includes a comprehensive update to the definitions of various housing types to improve clarity and facilitate implementation.

Streamlined Review for ADUs with Proposed Multi-Family Housing Development: The proposed Ordinance streamlines the review of ADUs by allowing up to eight detached ADUs concurrently with a new multifamily housing development.

Corrections to Ensure Consistency with the General Plan: The proposed Ordinance includes changes to ensure consistency with General Plan policies pertaining to land use compatibility in rural communities by removing “townhouses” as a conditionally permitted use in Zones A-1 (Light Agricultural), A-2 (Heavy Agricultural), and R-R (Resort and Recreation). The proposed Ordinance also removes density as a type of regulation that can be modified through a Variance, which aligns with General Plan policies pertaining to allowable residential densities.

General Code Maintenance: The proposed Ordinance updates references, removes obsolete provisions, and simplifies code language and various tables for clarity and internal consistency.

Implementation of Strategic Plan Goals

This proposed Ordinance promotes the County Strategic Plan North Star 1 – Make investments that transform lives, through Focus Area Goal C – Housing and Homelessness, Strategy 1 – Affordable Housing by providing greater density bonuses for a wide range of housing projects and strengthening protections for existing housing stock.

The proposed Ordinance also promotes Strategic Plan North Star 3 – Realize tomorrow’s government today, through Focus Area Goal C – Equity-Centered Policies and Practices, Strategy 1 – Policies and Practices, in that the proposed Ordinance streamlines and simplifies the process to request reasonable accommodations by persons with disabilities, which in turn promotes fair housing.

FISCAL IMPACT/FINANCING

Adoption of the proposed Ordinance will not result in any significant new costs to the Department of Regional Planning or other County departments and agencies.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed Ordinance supports Goals HE 1, HE 3, HE 10, LU 5 and LU 6 of the General Plan, in that it will ensure a wide range of housing types in sufficient supply for current and future residents and particularly those with special needs including seniors, persons with disabilities, large households, and people experiencing homelessness. Additionally, it will ensure sufficient housing at all levels of affordability enabling households to secure safe, decent, and adequate housing and contribute to and become part of a vibrant, livable, and healthy community.

In addition to the public hearing conducted by the RPC on December 3, 2025, a public hearing before the Board is required pursuant to Section 22.232.040.B.1 of the County Code and Section 65856 of the California Government Code. Required notice (Attachment 6) was provided pursuant to the requirements set forth in Section 22.222.180 of the County Code. Additionally, a courtesy public hearing notice was provided to more than 2,000 members of the public via mail and email.

ENVIRONMENTAL DOCUMENTATION

The Board certified the Housing Element Update Final PEIR on November 30, 2021 (State Clearinghouse No. 2021010016). The certified Housing Element Update Final PEIR is available at <https://planning.lacounty.gov/long-range-planning/housing-element>.

Based on the Addendum, the Final PEIR, and other materials in the record, the County determines that the proposed Ordinance would not require substantial changes to the Final PEIR due to the involvement of new significant effects or a substantial increase in the severity of previously identified effects, or due to substantial changes in circumstances; would not result in new significant effects; would not result in substantially more severe significant environmental effects; and would not require new mitigation measures or new alternatives. Thus, neither a subsequent nor supplemental Environmental Impact Report is required pursuant to California Public Resources Code section 21166 and CEQA Guidelines Sections 15162 through 15164. However, some changes or additions are necessary to the Final PEIR, making the Addendum the appropriate CEQA document for the proposed Ordinance.

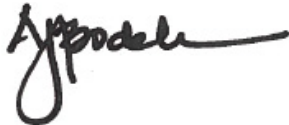
There are no changes that require further review under CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the proposed Ordinance will not significantly impact County services.

For further information, please contact Tina Fung of the Housing Policy Section at (213) 974-6417 or tfung@planning.lacounty.gov.

Respectfully submitted,



AMY J. BODEK, AICP
Director of Regional Planning

AJB:CC:ER:TF:LF:lj

Attachments:

1. Project Summary
2. Proposed Ordinance
3. Addendum to a previously certified Housing Element Update Final Program Environmental Impact Report (PEIR)
4. Regional Planning Commission Hearing Proceedings
5. Regional Planning Commission Resolution
6. Notice of Public Hearing

c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel
Public Works
Public Health
Fire Department
Parks and Recreation
Los Angeles County Development Authority

S_05_12_26_AP_BL_HOU_Housing Element Update Final Program Environmental Impact Report ap ajb rev 032626

**COUNTY OF LOS ANGELES
DEPARTMENT OF REGIONAL PLANNING**

PROJECT SUMMARY

PROJECT DESCRIPTION:	Housing Ordinances Update (HOU): Proposed amendments to Title 21 (Subdivisions) and Title 22 (Planning and Zoning) of the Los Angeles County Code to align local housing development regulations in the unincorporated areas of Los Angeles County with recent changes in state law, support the preservation and development of affordable housing, promote housing diversity, remove zoning barriers to fair housing, and simplify language and correct errors in the County Code to improve clarity and facilitate implementation.
REQUEST:	Approval and adoption of the proposed Ordinance; certification and approval of the Addendum to the previously certified Los Angeles County Housing Element Update Final Program Environmental Impact Report.
LOCATION:	Countywide (unincorporated areas)
STAFF CONTACT:	Tina Fung, Supervising Regional Planner (213) 893-7469 tfung@planning.lacounty.gov
RPC HEARING DATE(S):	December 3, 2025
MEMBERS VOTING AYE:	Commissioners Louie, Moon, Duarte-White and O'Connor
MEMBERS VOTING NAY:	None
MEMBERS ABSENT:	Commissioner Hastings (present for staff presentation, but not present for the vote)
MEMBERS ABSTAINING:	None
KEY ISSUES:	The proposed Ordinance amends Title 21 (Subdivisions) and Title 22 (Planning and Zoning) of the County Code to:

- Align local housing development regulations with recent changes in state law, such as the State Density Bonus Law (SDBL), the Housing Crisis Act of 2019, and the State Accessory Dwelling Unit (ADU) Law;
- Support affordable housing development by amending the Density Bonus Ordinance with 1) the addition of an acutely low income affordability category, with its own set-aside requirements and corresponding density bonuses; 2) an extended sliding scale that provides density bonuses beyond the maximum in the SDBL; and 3) a longer duration of affordability for rental income-restricted units, with the term increased from 55 to 99 years;
- Strengthen protections around the County's existing housing stock by 1) amending the Affordable Housing Preservation Ordinance with a like-for-like replacement requirement and a proximity requirement and 2) raising the threshold for by-right, ministerial review of the restoration of nonconforming residential buildings in the event of damage;
- Expand housing choices by removing the minimum floor area and minimum building width for single-family residences;
- Removes zoning barriers to fair housing by further streamlining the review process for reasonable accommodations for persons with disabilities, which may include modification of or exemption from land use regulations and development standards; and
- Simplify language, correct discrepancies and errors, and reformat and reorganize provisions in the County Code to improve clarity and facilitate implementation.

MAJOR POINTS FOR:

The proposed Ordinance supports the development and preservation of affordable housing in the unincorporated areas, which is a key strategy in the County's affordable housing and homelessness prevention efforts.

The proposed Ordinance reduces barriers to the restoration of legal, nonconforming residential buildings, which are a significant source of affordable housing in unincorporated areas.

The proposed Ordinance promotes more housing choices and better responds to the diverse housing needs of the unincorporated areas.

The proposed Ordinance removes zoning barriers to fair housing, ensuring that persons with disabilities have the equal opportunity to access, use, and enjoy housing.

MAJOR POINTS AGAINST:

With the extended sliding scale that provides density bonuses beyond the maximum in the SDBL, the proposed Ordinance allows for high density residential development in many unincorporated communities, including those that have historically had an overconcentration of high density housing projects.

ORDINANCE NO. _____

An ordinance amending Title 21 – Subdivisions, and Title 22 – Planning and Zoning, of the Los Angeles County Code to align local housing development regulations in the unincorporated areas of Los Angeles County with recent changes in state law; support the preservation and development of affordable housing; promote housing diversity; remove zoning barriers to fair housing; and simplify language and correct errors in the County Code to improve clarity and facilitate implementation.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 21.08.090 is hereby amended to read as follows:

21.08.090 Lease Project.

...

B. The term "lease project" does not refer to the following:

1. Notwithstanding Subsection A, above:

a. The leasing of ~~individual dwelling units~~ apartments, offices, stores, or similar spaces within ~~one or more apartment houses~~ buildings, ~~as defined in Section 22.14.130~~, commercial buildings, or industrial buildings; or

...

SECTION 2. Section 21.08.170 is hereby amended to read as follows:

21.08.170 Subdivision.

A. "Subdivision" means the division by any subdivider of any unit or units of improved or unimproved land, or any portion thereof, shown on the latest equalized county assessment roll as a unit or as contiguous units, for the purpose of sale, lease, financing or transfer of title, whether immediate or future.

...

3. "Subdivision" includes a condominium project, as defined in Section ~~1350~~ 4125 of the California Civil Code; a community apartment project, as defined in Section 11004 of the Business and Professions Code; or a lease project, as defined in this Title 21.

...

SECTION 3. Section 21.16.100 is hereby added to read as follows:

21.16.100 Affordable Housing Replacement.

A. Applicability. Except as otherwise specified in Subsection B., below, no tentative map shall be approved for a subdivision pursuant to this Title 21 without replacement of affordable housing units, where applicable, pursuant to this Section, and Chapters 22.119 (Affordable Housing Replacement) and 22.166 (Housing Permits) of Title 22.

B. Exemption. In addition to the exemptions provided in Section 22.119.040 (Exemptions), conversion to resident ownership of all rented spaces in a mobilehome park pursuant to Section 21.24.390 (Mobilehome divisions of land) is exempt from the affordable housing replacement requirements of this Section and Chapter 22.119 (Affordable Housing Replacement) of Title 22.

C. Requirements.

1. General. Except as otherwise specified in Section 22.119.060 (Replacement Requirements for Logistics Uses) of Title 22 or Subsection B., above, dwelling units that are proposed to be or have been demolished, vacated, or converted

from rental to for sale, shall be replaced subject to Section 22.119.050 (General Requirements) of Title 22.

2. Affordable Housing Replacement Fee. Notwithstanding Subsections B (Number and Type of Affordable Replacement Units) through H (Covenant and Agreement Required) in Section 22.119.050 (General Requirements) of Title 22, a subdivision subject to this Subsection C may provide the required replacement in the form of an affordable housing replacement fee in lieu of the provision of affordable replacement units, subject to the following:

a. Eligibility. A subdivision may be eligible to pay the affordable housing replacement fee, provided that:

i. The subdivision is not subject to Chapter 22.120 (Density Bonus) of Title 22;

ii. The dwelling unit that requires replacement is proposed to be converted from rental to for sale; and

iii. If the subdivision includes both the conversion of dwelling units from rental to for sale and the demolition of dwelling units, the fee may only be paid to satisfy the replacement requirement for the converted units. Dwelling units that are proposed to be or have been demolished shall be replaced through the provision of affordable replacement units pursuant to Section 22.119.050 (General Requirements) of Title 22;

b. Calculation of Fee.

i. The affordable housing replacement fee shall be calculated using the effective rate on the date the tentative map submission and filing is

completed, pursuant to Section 21.40.110 (Matters Required to Complete Submittal and Filing);

ii. The rate for the fee shall be applied by submarket area as specified in Table 22.268.020-A of Section 22.268.020 (Fee Rates) in Title 22; and

iii. The fee shall be the applicable rate per square foot of gross building area multiplied by the gross floor area of the units requiring replacement; and

c. Timing of Fee Payment. The affordable housing replacement fee shall be paid at the time of submittal of the final tract map or parcel map, pursuant to Section 21.44.050 (Matters Required for Submittal).

SECTION 4. Section 21.40.040 is hereby amended to read as follows:

21.40.040 Contents – Information and Documents Required.

A. The tentative map shall show and contain, or be accompanied by, the following as an aid to the advisory agency in its consideration of the design of the division of land:

...

21. In a division of land consisting of a condominium project as defined in Section ~~4350~~ 4125 of the California Civil Code, a community apartment project as defined in Section 11004 of the Business and Professions Code, or a lease project as defined in this Title 21, a tentative map shall comply with the requirements of Section 21.16.015. In a mobile home division of land, as defined in this Title 21, a tentative map

shall show the general location of all buildings, structures and mobile home spaces to be maintained or constructed, and the means of access thereto;

...

SECTION 5. Section 21.44.050 is hereby amended to read as follows:

21.44.050 Matters Required for Submittal.

At the time of submittal of the final tract map or parcel map, or prints thereof, the following matters shall be submitted to the county engineer or the Department of Regional Planning, as specified, as an aid in the processing of the final maps:

...

E. A print of the most recent ~~assessor~~ Assessor's Map Book page or pages covering the proposed division of land; and

F. The affordable housing replacement fee ~~Fees~~ paid to the Department of Regional Planning in accordance with Section 21.16.100.C.2 ~~Chapter 22.268~~ (Affordable Housing Replacement Fee) ~~of this Code~~, if applicable.

SECTION 6. Section 21.52.010 is hereby amended to read as follows:

21.52.010 Modification or Waiver of Provisions in this Title Authorized When.

A. Whenever, in the opinion of the advisory agency, the land involved in a subdivision is of such size or shape, or is subject to such title limitations of record or is affected by such topographical location or conditions, or is to be devoted to such usage, that it is impossible or impractical for the subdivider to conform fully to a regulation contained in this Title 21, the advisory agency may at the time of action on the tentative map of the subdivision modify the regulation, provided that in the case of each

modification the advisory agency shall first find that a special, individual reason makes the strict letter of the regulation impossible or impractical of observance and that the modification is in conformity with the spirit and purpose of the Subdivision Map Act and of this title; and provided, further, that the advisory agency shall make a report in writing setting forth each modification and the facts relied upon for making the modification.

B. The advisory agency, the county engineer, or the Board ~~board~~ of Supervisors ~~supervisors~~ shall waive the provisions of this ~~title~~ Title 21 and of ~~Section~~ section 66473 of the California Government Code ~~Subdivision Map Act~~ requiring disapproval of maps for failure to meet or perform state or local requirements or conditions, when the failure of a map submitted for approval is the result of a technical and inadvertent error which, in the determination of the advisory agency, the county engineer or the ~~board~~ Board of ~~supervisors~~ Supervisors does not materially affect the validity of the map. Such waivers shall not result in the invalidation or negation of any substantive requirement of this ~~title~~ Title 21, the Subdivision Map Act, or any other ordinance, statute, or regulation.

...

SECTION 7. Section 22.02.110 is hereby added to read as follows:

22.02.110 In Conjunction with Title 21.

This Title 22 shall apply to any application for development in conjunction with Title 21 (Subdivisions) where applicable.

SECTION 8. Section 22.06.020 is hereby amended to read as follows:

22.06.020 Suffixes to Zoning Symbols.

Notwithstanding Section 22.02.050.~~BC~~ (Density), the letter "U," where used as a suffix to a zoning symbol, in combination with a numeral, shall designate the maximum

density, not including dwelling units permitted by a density bonus awarded by any provisions in this Title 22, in terms of units per net acre.

SECTION 9. Section 22.14.010 is hereby amended to read as follows:

22.14.010 A.

...

Accessory dwelling unit and junior accessory dwelling unit. The following terms are defined for the purposes of Section 22.140.640 (Accessory Dwelling Units and Junior Accessory Dwelling Units):

...

Floor area. An interior space of a dwelling unit intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

Junior accessory dwelling unit. A dwelling unit, with independent exterior access, that is no more than 500 square feet of floor area ~~in size~~ and contained entirely within the footprint of a single-family residence, including an attached garage. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the single-family residence.

...

Adult residential facility. Any facility that provides 24-hours-a-day nonmedical care and supervision to adults, as defined and licensed under the regulations of the State of California. This term includes a “residential care facility for the elderly” as defined in section 1569.2 of the California Health and Safety Code.

Affordable housing and senior citizen housing. The following terms are defined for the purposes of Chapter 22.119 (Affordable Housing Replacement), Chapter

22.120 (Density Bonus), Chapter 22.121 (Inclusionary Housing), Chapter 22.128 (Supportive Housing), Chapter 22.130 (Transitional Housing), Section 22.140.660 (Motel Conversions, Temporary), Chapter 22.166 (Housing Permits), and Section 22.246.090 (Private Art in Public Development Program):

...

Affordable housing set-aside. Dwelling units reserved for acutely low, extremely low, very low, lower, moderate, or middle income households.

Affordable rent. Unless otherwise specified, as As defined in section 50053(b)(1) of the California Health and Safety Code.

Affordable replacement units. Dwelling units reserved for acutely low, extremely low, very low, lower or moderate income households provided pursuant to Chapter 22.119 (Affordable Housing Replacement).

Affordable sale price. The maximum sale price of an affordable unit based on the affordable housing cost, as determined by the County.

~~Baseline dwelling units. The maximum number of dwelling units permitted by the General Plan land use designation.~~

Child care facility. As defined in section 65915(h)(4) of the California Government Code.

Common interest development. See "Common interest development." ~~As defined in section 4100 of the California Civil Code.~~

Community land trust. See "Community land trust."

Condominium project. See "Condominium project."

...

Incentive. A reduction of a development standard or a modification of a zoning code requirement, or other regulatory incentive or concession, that results in identifiable and actual cost reductions to provide for affordable housing costs or rents.

Income. See "Income" for the following:

Acutely low income.

Area median income.

...

Income-restricted units. This term includes "affordable housing set-aside" and "affordable replacement units."

Major transit stop. Unless otherwise specified, as ~~As~~ defined in section 21155(b) of the California Public Resources Code.

Within one-half mile of a major transit stop. Any point on a proposed development, for which an applicant seeks a density bonus, incentives, waivers or reductions of development standards, or a parking ratio pursuant to Chapter 22.120 (Density Bonus), is within one-half mile of any point on the property on which a major transit stop is located, including any parking lot owned by the transit authority or other local agency operating the major transit stop.

Pre-bonus. Before a density bonus is awarded.

Qualified nonprofit housing corporation. A nonprofit housing corporation organized pursuant to section 501(c)(3) of the U.S. Internal Revenue Code that meets all of the requirements in section 714.7(d) of the California Civil Code or section 65915(c)(2)(A)(ii) of the California Government Code and has received a welfare exemption under section 214.15 of the California Revenue and Taxation Code for

properties intended to be sold to low income families who participate in a special no-interest loan program.

~~Religious institution affiliated housing development project. A housing development project that meets all of the following requirements:~~

~~1. It is located on one or more contiguous lots that are each owned, entirely, whether directly or through a wholly owned company or corporation, by a religious institution.~~

~~2. It qualifies as being near collocated religious use parking by being on or adjacent to a lot with religious use parking or by being located within one-tenth of a mile of a lot that contains religious use parking.~~

~~3. It qualifies for a density bonus under section 65915 of the California Government Code and this Chapter 22.120.~~

Senior citizen. A person who is 55 years of age or older, pursuant to sections 51.3, 798.76 or 799.5 of the California Civil Code, as applicable.

Senior citizen housing.

Mobilehome park for senior citizens. A mobilehome park that limits residency based on age requirements, pursuant to sections 798.76 or 799.5 of the California Civil Code.

Senior citizen housing development. As defined in section 51.3(b) of the California Civil Code. This term includes a shared housing building development and a residential care facility for the elderly, as defined in section 1569.2 of the California Health and Safety Code.

Shared housing building. See "Shared housing building."

Shared housing unit. See "Shared housing unit."

Special needs housing. As defined in section 51312 of the California Health and Safety Code.

Specific adverse impact. As defined in ~~Section~~ section 65589.5(d)(2) of the California Government Code.

Supportive housing. ~~As defined in section 50675.14 of the California Health and Safety Code.~~ See "Supportive housing."

Submarket area. A geographic area with similar land use and real estate markets, as depicted in Figures 22.14.010-A through 22.14.010-F, below.

...

Transitional housing. See "Transitional housing."

Unobstructed access. Access without encountering natural or constructed impediments, which include but are not limited to, freeways, rivers, mountains, and bodies of water, but do not include residential structures, shopping centers, parking lots, or rails used for transit.

Very low vehicle travel area. An urbanized area, as designated by the United States Census Bureau, where the existing residential development generates vehicle miles traveled per capita that is below 85 percent of the regional vehicle miles traveled per capita.

Waiver or reduction of development standards. A waiver or reduction of development standards that has the effect of physically precluding the construction of a project at the densities or with the incentives permitted by Chapter 22.120 (Density Bonus) or Chapter 22.121 (Inclusionary Housing).

~~Supportive housing. See "Supportive housing" in Section 22.14.190 (S),
below.~~

~~Transitional housing. See "Transitional housing" in Section 22.14.200 (T),
below.~~

...

SECTION 10. Section 22.14.020 is hereby amended to read as follows:

22.14.020 B.

...

Building frontage. The exterior building wall of a ground floor business establishment on the side of the building that fronts or is oriented towards a public street, highway, or parkway. "Building frontage" shall be measured continuously along the building wall for the entire length of the business establishment, including any portion not parallel to the remainder of the wall.

Building or structure, nonconforming due to density. Any building or structure containing one or more principal dwelling units that was lawfully established and, together with any other buildings or structures on the lot, complied with the allowable density pursuant to the General Plan, or any applicable Area, Community, or Neighborhood Plan at the time such plan or any amendment thereto became effective, but which, due to the application of the General Plan or any applicable Area, Community, or Neighborhood Plan or any amendment thereto, no longer complies with the allowable density specified by the land use designation of such plan. This term does not include any building containing dwelling units permitted by a density bonus awarded by any provisions in this Title 22. This term also does not include a building or structure

located in the Coastal Zone which is consistent with the provisions of this Title 22 with the exception of obtaining a Coastal Development Permit.

...

SECTION 11. Section 22.14.030 is hereby amended to read as follows:

22.14.030 C.

...

Caretaker residence. An dwelling unit accommodation for a person residing on the premises of an employer and who is receiving meaningful compensation to assume the primary responsibility for the necessary repair, maintenance, supervision, or security of the real or personal property of the employer which is located on the same or contiguous lots.

...

Commission. The Regional Planning Commission of the County of Los Angeles.
Common interest development. As defined in section 4100 of the California Civil Code.

...

Community garden. A garden for multiple users established on a single or multiple plots of land for the cultivation of fruits, vegetables, plants, flowers, and/or herbs for the collective benefit of its users. All accessory storage structures for materials and equipment for the community garden shall be completely enclosed, and shall be located no less than six feet from any habitable structure. The sale of products on-site at a community garden is prohibited, unless otherwise specifically permitted in the zone.

Community land trust. As defined in section 402.1(a)(11)(C)(ii) of the California Revenue and Taxation Code.

...

~~Condominium conversion. The conversion of rental dwelling units to condominiums, as defined in section 4125 of the California Civil Code, that are dwelling units.~~ The following terms are defined for the purposes of Section 22.140.680 (Condominium Conversions):

Condominium conversion. The conversion of tenant-occupied rental dwelling units to condominiums, as defined in section 4125 of the California Civil Code.

Tenant. As defined in Section 8.52.030 in Title 8 (Consumer Protection, Business and Wage Regulations) of the County Code.

Condominium project. As defined in section 4125 of the California Civil Code.

...

SECTION 12. Section 22.14.040 is hereby amended to read as follows:

22.14.040 D.

...

Dry cleaning establishment. Any premises equipped to perform the service of dry cleaning as defined in the California Fire Code. This term may include a dry cleaning agency, a retail or wholesale dry cleaning plant, or self-service or coin-operated dry cleaning.

Retail dry cleaning plant. A plant where gross sales consist of at least 51 percent of direct sales to persons other than licensed dry cleaners.

Wholesale dry cleaning plant. A plant where gross sales consist of at least 51 percent of sales to licensed dry cleaners.

Duplex. See “Two-family residence” under “Multi-family housing.”

Dwelling unit. One or more habitable rooms in a building, or portion thereof, designed or intended to be used or used for occupancy by one ~~family~~ household for living and sleeping quarters and containing ~~only~~ no more than one kitchen. This term includes:

1. One or more habitable rooms within a manufactured home or a mobilehome which are designed to be occupied by one ~~family~~ household with facilities for living, sleeping, cooking, eating, and sanitation; and
2. Any habitable room used for sleeping accommodations which contains a bar sink or gas, electrical, or water outlets designed, used for, or intended to be used for cooking facilities, except a guest room or suite in a hotel specifically approved by a Conditional Use Permit (Chapter 22.158).

Dwelling unit, principal. A dwelling unit established, or proposed to be established, as a primary or dominant use or portion thereof on a lot. Except as specified otherwise in this Title 22, a principal dwelling unit is a self-contained space that includes its own permanent provisions for living, sleeping, eating, cooking, and sanitation. This term includes “primary residence.”

SECTION 13. Section 22.14.050 is hereby amended to read as follows:

22.14.050 E.

...

Emergency shelter. Temporary Housing that offers ~~temporary accommodations~~ and services to people experiencing homelessness for a period not exceeding six months, as defined in section 50801(e) of the California Health and Safety Code. ~~As used herein, "temporary accommodations" means that persons may reside at the shelter for a period not to exceed six months.~~ This term includes other interim interventions, including, but not limited to, a navigation center, bridge housing, and respite or recuperative care, as set forth in section 65583(a)(4) of the California Government Code, and a low barrier navigation center as defined in section 65660 of the California Government Code.

...

SECTION 14. Section 22.14.060 is hereby amended to read as follows:

22.14.060 F.

Family. One or more persons living together in a dwelling unit who jointly use common areas and share activities in the dwelling unit. "Household" shall mean the same as "family." ~~as a single housekeeping unit in a dwelling unit. This term shall not include institutional group living situations such as dormitories, fraternities, sororities, monasteries, convents, or residential care facilities, nor does it include such commercial group living arrangements as boarding houses, hotels, or motels. For this term, single housekeeping unit means the functional equivalent of a traditional family, whose members:~~

~~1. — Are an interactive group of persons jointly occupying a single dwelling unit, including the joint use of and responsibility for common areas;~~

2. ~~Share household activities and responsibilities such as meals, chores, household maintenance, and expenses; and~~

3. ~~If the dwelling unit is rented, all adult residents have chosen to jointly occupy the entire premises of the dwelling unit, under a single written lease with joint use and responsibility for the premises, and the makeup of the household occupying the dwelling unit is determined by the residents of the dwelling unit rather than the landlord or property manager.~~

...

Farmworker Housing. The following terms are defined solely for Section 22.140.230 (Farmworker Housing):

Farmworker. An agricultural employee as defined in ~~Section~~ section 1140.4(b) of the California Labor Code.

~~Farmworker dwelling unit. A single-family residential unit that accommodates five or six farmworkers at any one time and shall be occupied exclusively by these farmworkers.~~

Farmworker housing. A housing accommodation developed for ~~and/or~~ provided to a minimum of five farmworkers, and shall consist of any living quarters, dwelling, boarding house, tent, barracks, bunkhouse, maintenance-of-way car, mobilehome, manufactured home, recreational vehicle, travel trailer, or other housing accommodation maintained in one or more buildings and on one or more sites.

Farmworker housing shall consist of either:

1. A single-family residence for farmworkers ~~farmworker dwelling unit; or~~

2. A farmworker housing complex.

Farmworker housing complex. Farmworker housing other than a single-family residence for farmworkers ~~farmworker dwelling unit~~ that:

1. Contains a maximum of 36 beds if the ~~housing complex~~ consists of any group living quarters, such as barracks or a bunkhouse, and is occupied exclusively by farmworkers; or

2. Contains a maximum of 12 ~~residential~~ principal dwelling units, occupied exclusively by farmworkers and their households, if the ~~housing complex~~ does not consist of any group living quarters.

Single-family residence for farmworkers. A single-family residence that accommodates up to six farmworkers at any one time and is occupied exclusively by these farmworkers.

...

SECTION 15. Section 22.14.080 is hereby amended to read as follows:

22.14.080 H.

Habitable room. An enclosing subdivision in a building commonly used for sleeping, living, cooking, or dining purposes, excluding closets, pantries, bath or toilet rooms, service rooms, connecting corridors, laundries, unfinished attics, foyers, storage space, cellars, utility rooms, garages, carports, sheds, agricultural accessory structures, and similar spaces, that meets the “minimum room area” specified in section R304 of the California Residential Code (Part 2.5 of Title 24 of the California Code of Regulations). ~~For applying parking space requirements:~~

~~1. If any of the above-mentioned rooms or spaces equals or exceeds 90 square feet of floor area, and could be used for living or sleeping purposes, such room or space shall be considered a habitable room; or~~

~~2. If any room or space equals or exceeds 150 square feet of floor area and is designed to be capable of being used for both cooking and living, living and sleeping, or cooking and sleeping purposes, such room or space shall be considered as two habitable rooms. A bachelor or efficiency apartment is exempt from this calculation. Floor area shall be measured as clear floor space, exclusive of fixed or built-in cabinets or appliances.~~

...

SECTION 16. Section 22.14.090 is hereby amended to read as follows:

22.14.090 I.

...

Income.

Acutely low income. An annual income for a household which does not exceed 15 percent of the area median income, as specified by section 50063.5 of the California Health and Safety Code.

...

SECTION 17. Section 22.14.110 is hereby amended to read as follows:

22.14.110 K.

Kitchen. A room or space used, intended, or designed for cooking or the preparation of food, or that contains a bar sink or gas, electrical, or water outlets used, intended, or designed for cooking facilities, and may contain an accessory cooking area.

Accessory cooking area. A secondary space for cooking within a kitchen, accessible only through the main portion of a kitchen in a dwelling unit and may be separated from the main portion of a kitchen with the use of a door or a partition.

SECTION 18. Section 22.14.130 is hereby amended to read as follows:

22.14.130 M.

...

Major Projects Review Trust Funds. The following terms are defined solely for Chapter 22.262 (Major Projects Review Trust Funds):

Major projects. Any project so determined by the Director for which the planning or processing of requests for entitlements will impact County departmental resources.

Manufactured home. As defined in section 18007 of the California Health and Safety Code.

...

Mixed use development. A development that combines residential and commercial uses, unless otherwise specified.

Mobilehome. As defined in section 18008, ~~or a manufactured home as defined in section 18007,~~ of the California Health and Safety Code. ~~This term includes "supportive housing" and "transitional housing."~~

...

Multi-family housing. A building, portion thereof, or buildings with a total of two or more principal dwelling units, or a multifamily manufactured home as defined in section 18008.7 of the California Health and Safety Code on a permanent foundation approved

by the Director of Public Works. This term includes “multi-family residences,”
“supportive housing,” and “transitional housing.”

Apartment house. A building, ~~or a portion of a building, that is designed or~~
~~used for occupancy by three or more families living independently of each other, and~~
~~contains~~ that is not a townhouse containing three or more principal dwelling units. For
example, see Figure 22.14.130-A, below. The following are the types of principal
dwelling units in an apartment house:

1. Studio. A principal dwelling unit that is one of the following:

4-a. Apartment, bachelor. A principal dwelling unit that
combines sleeping, living, cooking, and dining facilities into one habitable room; ~~or. This~~
~~term includes “light housekeeping room.”~~

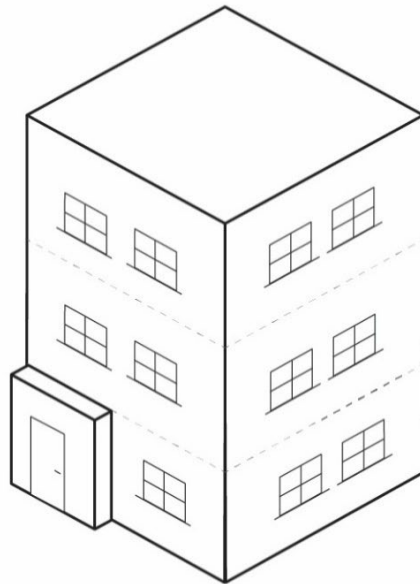
2-b. Apartment, efficiency. A principal dwelling unit that
combines sleeping, living, cooking, and dining facilities into two habitable rooms, only
one of which shall be a kitchen; ~~This term includes “single apartment” and “efficiency~~
~~living unit.”~~

3-2. Apartment, one-bedroom. A principal dwelling unit that
contains ~~a maximum of three~~ habitable rooms, only one of which shall be a kitchen; ~~;~~

4-3. Apartment, two or more bedrooms. A principal dwelling unit
that contains more than three habitable rooms, only one of which shall be a kitchen; ~~;~~
and

4. Shared housing unit, where the apartment house is a shared
housing building.

FIGURE 22.14.130-A: APARTMENT HOUSE



Multiple detached dwelling units on a lot. Two or more detached principal dwelling units located on one lot, each of which is subject to the same development standards for single-family residences as provided in this Title 22 except as specified otherwise. This term does not include “mobilehome park.” For example, see Figure 22.14.130-B, below.

FIGURE 22.14.130-B: MULTIPLE DETACHED DWELLING UNITS ON A LOT



~~Townhouse. A single-family dwelling unit sharing a common wall with other single-family dwelling units on one or two sides and capable of being placed on a separate lot.~~ A building containing two or more principal dwelling units, in which each principal dwelling unit extends from foundation to roof, shares a common wall with other principal dwelling units on at least one but no more than two sides. This term includes "row house." For example, see Figures 22.14.130-C and 22.14.130-D, below.

FIGURE 22.14.130-C: TOWNHOUSE CONTAINING
TWO PRINCIPAL DWELLING UNITS

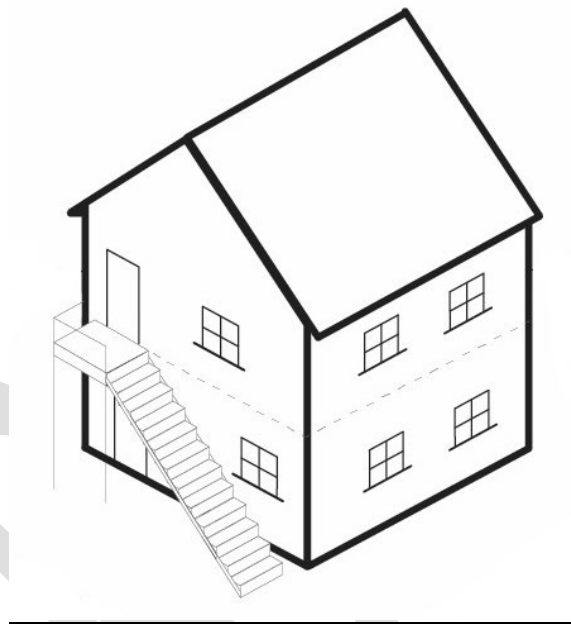


FIGURE 22.14.130-D: TOWNHOUSE CONTAINING
SIX PRINCIPAL DWELLING UNITS



Two-family residence. A building that is not a townhouse containing two principal dwelling units, ~~other than a single family residence with an attached accessory dwelling unit~~. This term includes "duplex." For example, see Figure 22.14.130-E, below.

FIGURE 22.14.130-E: TWO-FAMILY RESIDENCE



...

SECTION 19.

Section 22.14.160 is hereby amended to read as follows:

22.14.160

P.

...

Porch (Type).

Projecting porch. A projecting porch is designed to fully or partially extend beyond the predominant façade or wall plane of a residential building.

Engaged porch. An engaged porch is designed to align with the predominant façade or exterior wall plane of a residential building.

Forecourt. A residential forecourt is a ground level open space, located adjacent to the primary façade in front of the primary entrance, often framed by the residential building walls, freestanding walls, fences, and planting areas.

Porte-cochere. A porte-cochere is a covered vehicular entrance attached to a primary residence, often creating a primary entrance.

Portico porch. A portico porch is a subset of a projecting porch that features a covered and fully enclosed porch entrance supported by columns or piers that creates a predominant massing or building form along a façade.

Stoop. A stoop is a small staircase leading to an entrance of a residential building.

Wrap-around porch. A wrap-around porch is a covered engaged or projecting porch connected along at least two sides of a residential building.

Principal dwelling unit. See “Dwelling unit, principal.”

...

SECTION 20. Section 22.14.180 is hereby amended to read as follows:

22.14.180 R.

...

Requests for Reasonable Accommodation. The following terms are defined solely for Chapter 22.182 (Requests for Reasonable Accommodation):

...

Reasonable accommodation. A waiver or modification to regulations, policies, procedures, and standards that is both reasonable and necessary for a person with a disability to have an equal opportunity to use and enjoy a residential use.

Examples of reasonable accommodation include, if reasonable and necessary, allowing a wheelchair ramp in a required setback, allowing an increase in building height to permit an elevator installation, or allowing an applicant additional time to submit material.

Residential use. Any dwelling as defined by section 3602(b) of the U.S. Public Health and Welfare Code. 42 U.S. Code. Section 3602(b), ~~as that Section may be amended from time to time.~~

Required lot area. See Section 22.110.130.A (Required Area).

Residential Care Facilities. This term includes “adult residential facilities,” “group homes for children,” “small family homes for children,” and “foster family homes,” ~~as these uses are defined in section 1500 et seq., of the California Health and Safety Code.~~

...

SECTION 21. Section 22.14.190 is hereby amended to read as follows:

22.14.190 S.

...

Sensitive use. A land use where individuals are most likely to reside or spend time, including dwelling units, schools and school yards - including trade schools, public and private schools, faith-based and secular schools, parks, playgrounds, daycare centers, preschools, nursing homes, hospitals, licensed care facilities, shelters, and daycares or preschools as accessory to a place of worship, that are permitted in the zones where they are located. A sensitive use shall not include a caretaker residence or a legal, nonconforming residence in an industrial zone.

Shared housing building. A residential or mixed-use structure, with five or more shared housing units and one or more common kitchens and dining areas designed for permanent residence of more than 30 days by its tenants. The kitchens and dining areas within the shared housing building shall be able to adequately accommodate all residents. A shared housing building may include other dwelling units that are not shared housing units, provided that those dwelling units do not occupy more than 25 percent of the floor area of the shared housing building. A shared housing building may include 100 percent shared housing units.

Shared housing unit. One or more habitable rooms, not within another dwelling unit, that includes a bathroom, sink, refrigerator, and microwave, is used for permanent residence, meets the “minimum room area” specified in section R304 of the California Residential Code (Part 2.5 of Title 24 of the California Code of Regulations), and complies with the definition of “guestroom” in section R202 of the California Residential Code. For the purposes of a residential care facility for the elderly, as defined in section 1569.2 of the California Health and Safety Code, this term includes a unit without an individual kitchen where a unit may be shared by unrelated persons, and a unit where a room that may be shared by unrelated persons meets the “minimum room area” specified in section R304 of the California Residential Code (Part 2.5 of Title 24 of the California Code of Regulations).

...

Single-family residence. A building that contains one principal dwelling unit, ~~a mobilehome comprising one dwelling unit manufactured and certified under the National Mobilehome Construction and Safety Standards Act of 1974 (1974 Mobilehome Act) on~~

~~a permanent foundation system approved by the Director of Public Works, or a manufactured home constructed on or after June 15, 1976. This term includes "supportive housing" and "transitional housing." or one of the following on a permanent foundation approved by the Director of Public Works:~~

1. A manufactured home as defined in section 18007 of the California Health and Safety Code; or

2. A mobilehome as defined in section 18008 of the California Health and Safety Code.

Except as specified otherwise in this Title 22, this term refers to one single-family residence on a fee-simple lot with no other principal dwelling units. This term includes "supportive housing" and "transitional housing."

...

SECTION 22. Section 22.14.200 is hereby amended to read as follows:

22.14.200 T.

Target population. As defined in section 65582(i) of the California Government Code for Section 22.128.100 (Supportive Housing) or as defined in section 50675.14 of the California Health and Safety Code for Section 22.128.200 (Supportive Housing Streamlining), Section 22.130.200 (Motel Conversions, Permanent), and Section 22.140.660 (Motel Conversions, Temporary).

...

SECTION 23. Section 22.16.030 is hereby amended to read as follows:

22.16.030 Land Use Regulations for Zones A-1, A-2, O-S, R-R, and W.

...

C. Use Regulations.

1. Principal Uses. Table 22.16.030-B, below, identifies the permit or review required to establish each principal use.

TABLE 22.16.030-B: PRINCIPAL USE REGULATIONS FOR AGRICULTURAL, OPEN SPACE, RESORT AND RECREATION, AND WATERSHED ZONES						
	A-1	A-2	O-S	R-R	W	Additional Regulations
...						
Residential Uses						
...						
Farmworker housing ¹⁶						
Farmworker dwelling units	SPR	SPR	-	-	-	Section 22.140.230
Farmworker housing complexes ²⁰	SPR	SPR	-	-	-	Section 22.140.230
<u>Single-family residences for farmworkers</u>	<u>SPR</u>	<u>SPR</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>Section 22.140.230</u>
...						
Mobilehome parks ^{16,21}	CUP	CUP	-	CUP	-	Sections 22.140.370, 22.140.520
...						
Small family homes for children	P	P	P	P	P	

TABLE 22.16.030-B: PRINCIPAL USE REGULATIONS FOR AGRICULTURAL, OPEN SPACE, RESORT AND RECREATION, AND WATERSHED ZONES						
	A-1	A-2	O-S	R-R	W	Additional Regulations
~~Townhouses~~ ¹⁶	CUP	CUP	-	CUP	-	~~Sections 22.140.520, 22.140.600~~
...						
Notes: ... 19. Soil amendment processing, chipping and grinding, mulching, and green waste processing shall not be permitted as accessory uses to vermiculture composting. 20. Use may also be subject to a tentative, final or parcel map if it is a lease project as defined in <u>Section 21.08.090 (Lease Project) of Title 21 (Subdivisions), or a common interest development as defined in section 4100 of the California Civil Code.</u> 21. Use may also be subject to a tentative, final or parcel map if it is a mobile home division of land pursuant to <u>Section 21.24.390 (Mobilehome Divisions of Land).</u>						

2. Accessory Uses. Table 22.16.030-C, below, identifies the permit or review required to establish each accessory use.

TABLE 22.16.030-C: ACCESSORY USE REGULATIONS FOR AGRICULTURAL, OPEN SPACE, RESORT AND RECREATION, AND WATERSHED ZONES						
	A-1	A-2	O-S	R-R	W	Additional Regulations
...						
Room rentals ⁶	P	P	-	-	-	
...						

TABLE 22.16.030-C: ACCESSORY USE REGULATIONS FOR AGRICULTURAL, OPEN SPACE, RESORT AND RECREATION, AND WATERSHED ZONES

	A-1	A-2	O-S	R-R	W	Additional Regulations
Notes: ... 5. Use permitted when operated in conjunction with, and intended to serve the patrons of, a use permitted in the zone, but not as a separate enterprise. 6. ~~Rooms in a single family residence may be rented to four or fewer residents, with or without table board, unless the residence is also used as an adult residential facility or a group home for children and either use has a capacity of more than six persons. Rooms in a single family residence used as transitional housing may be rented to more than four residents.~~ <u>Room rentals are permitted only in a dwelling unit that is not used as a residential care facility, a residential substance use recovery facility, supportive housing, or transitional housing, in which case rooms in the dwelling unit may be rented to four or fewer residents.</u> ...						

SECTION 24.

Section 22.18.030 is hereby amended to read as follows:

22.18.030

Land Use Regulations for Zones R-A, R-1, R-2, R-3, R-4, and R-5.

...

C. Use Regulations.

1. Principal Uses. Table 22.18.030-B, below, identifies the permit or review required to establish each principal use.

TABLE 22.18.030-B: PRINCIPAL USE REGULATIONS FOR RESIDENTIAL ZONES

	R-A	R-1	R-2	R-3	R-4	R-5	Additional Regulations
...							

TABLE 22.18.030-B: PRINCIPAL USE REGULATIONS FOR RESIDENTIAL ZONES							
	R-A	R-1	R-2	R-3	R-4	R-5	Additional Regulations
Residential Uses							
...							
Farmworker housing ⁸							
Farmworker dwelling units	SPR	SPR	SPR	SPR	SPR	-	Section 22.140.230-
Farmworker housing complexes, in compliance with Section 22.140.230.E.1	-	-	-	SPR	SPR	-	Section 22.140.230-
Farmworker housing complexes, in compliance with Section 22.140.230.E.2	-	-	-	CUP	CUP	-	Section 22.140.230-
Farmworker housing complexes ¹⁵	SPR	CUP	CUP	SPR ¹⁶ / CUP ¹⁷ -	SPR ¹⁸ / CUP ¹⁷ -	-	Section 22.140.230
Single-family residences for farmworkers	SPR	SPR	SPR	SPR	SPR	-	Section 22.140.230
...							
Mobilehome parks ^{8,19}	CUP	CUP	CUP	CUP	CUP	CUP	Sections 22.140.370, 22.140.520
Multi-family housing ^{8,15}							

TABLE 22.18.030-B: PRINCIPAL USE REGULATIONS FOR RESIDENTIAL ZONES							
	R-A	R-1	R-2	R-3	R-4	R-5	Additional Regulations
Apartment houses	-	-	SPR ^{4, 10, 11} / CUP ⁵	SPR	SPR	SPR	Section 22.140.520
<u>Multiple detached dwelling units on a lot</u>	<u>SPR</u>	<u>SPR</u>	<u>SPR</u>	<u>SPR</u>	<u>SPR</u>	<u>-</u>	<u>Sections 22.140.520, 22.140.580</u>
Townhouses	<u>SPR ²³ / CUP ⁹</u>	<u>SPR ²³ / CUP ⁹</u>	<u>SPR ^{4, 9, 20, 21, 23} / CUP ^{5, 22}</u>	SPR ⁹	SPR ⁹	SPR ⁹	Sections 22.140.520, 22.140.600
...							
Notes: ... 8. Use may also be subject to Chapter 22.120 (Density Bonus), Chapter 22.121 (Inclusionary Housing), or Chapter 22.166 (Housing Permits). 9. No more than six ~~townhouses~~ <u>principal dwelling units</u> shall be confined within a single building. ... 14. Also subject to Section 22.364.060.F.2, if use is in the Metro Planning Area Standards District. <u>15. Use may also be subject to a tentative, final or parcel map if it is a lease project as defined in Section 21.08.090 (Lease Project) of Title 21 (Subdivisions), or a common interest development as defined in section 4100 of the California Civil Code.</u> <u>16. Subject to Section 22.140.230.E.1.a (Ministerial Site Plan Review).</u> <u>17. Subject to Section 22.140.230.E.2 (Conditional Use Permit).</u> <u>18. Subject to Section 22.140.230.E.1.b (Ministerial Site Plan Review).</u> <u>19. Use may also be subject to a tentative, final or parcel map if it is a mobile home division of land pursuant to Section 21.24.390 (Mobilehome Divisions of Land).</u> <u>20. Where two principal dwelling units are confined within a single building.</u> <u>21. Where three to six principal dwelling units are confined within a single building and the lot meets the criteria specified in Note 4, above.</u>							

TABLE 22.18.030-B: PRINCIPAL USE REGULATIONS FOR RESIDENTIAL ZONES							
	R-A	R-1	R-2	R-3	R-4	R-5	Additional Regulations
<u>22. Where three to six principal dwelling units are confined within a single building and the lot does not meet the criteria specified in Note 4, above.</u> <u>23. Where use is subject to Section 22.128.200 (Supportive Housing Streamlining) and Chapter 22.166 (Housing Permits) and no more than six principal dwelling units are confined within a single building.</u>							

2. Accessory Uses. Table 22.18.030-C, below, identifies the permit or review required to establish each accessory use.

TABLE 22.18.030-C: ACCESSORY USE REGULATIONS FOR RESIDENTIAL ZONES							
	R-A	R-1	R-2	R-3	R-4	R-5	Additional Regulations
...							
Room rentals ²	P	P	P	P	P	P	
...							
Notes: 1. Provided that there is no other practical access to such property available, and such access will not alter the character of the premises in respect to permitted uses in the subject zone. 2. ~~Rooms in a single family residence may be rented to four or fewer residents, with or without table board, unless the residence is also used as an adult residential facility or a group home for children and either use has a capacity of more than six persons. Rooms in a single family residence used as transitional housing may be rented to more than four residents. Room rentals are permitted only in a dwelling unit that is not used as a residential care facility, a residential substance use recovery facility, supportive housing, or transitional housing, in which case rooms in the dwelling unit may be rented to four or fewer residents.~~ ...							

SECTION 25. Section 22.20.030 is hereby amended to read as follows:

22.20.030 Land Use Regulations for Zones C-H, C-1, C-2, C-3, C-M, C-MJ, and C-R.

...

C. Use Regulations.

1. Principal Uses. Table 22.20.030-B, below, identifies the permit or review required to establish each principal use.

TABLE 22.20.030-B: PRINCIPAL USE REGULATIONS FOR COMMERCIAL ZONES								
	C-H	C-1	C-2	C-3	C-M	C-MJ	C-R	Additional Regulations
...								
Residential Uses								
...								
Farmworker housing ²⁵								
Farmworker dwelling units	SPR	SPR	SPR	SPR	CUP	-	SPR	Section 22.140.230
Farmworker housing complexes ³⁷	SPR	SPR	SPR	SPR	CUP	-	SPR	Section 22.140.230
<u>Single-family residences for farmworkers</u>	<u>SPR</u>	<u>SPR</u>	<u>SPR</u>	<u>SPR</u>	<u>CUP</u>	-	<u>SPR</u>	<u>Section 22.140.230</u>
...								
Joint live and work units ^{25, 27, 37}	SPR ¹⁸ / CUP ²⁶	SPR ¹⁸ / CUP ²⁶	SPR ¹⁸ / CUP ²⁶	SPR ¹⁸ / CUP ²⁶	CUP	SPR ¹⁸ / CUP ²⁶	-	Sections 22.140.320, 22.140.520

TABLE 22.20.030-B: PRINCIPAL USE REGULATIONS FOR COMMERCIAL ZONES								
	C-H	C-1	C-2	C-3	C-M	C-MJ	C-R	Additional Regulations
Mixed use developments ^{25, 27, 37}	SPR ¹⁸ / CUP ²⁶	SPR ¹⁸ / CUP ²⁶	SPR ¹⁸ / CUP ²⁶	SPR ¹⁸ / CUP ²⁶	CUP	SPR ¹⁸ / CUP ²⁶	-	Sections 22.140.350, 22.140.520
Mobilehome parks ^{25, 38}	CUP	CUP	CUP	CUP	CUP	-	-	Sections 22.140.370, 22.140.520
Multi-family housing ^{25, 37}								
Apartment houses	SPR ^{18, 29, 30} / CUP ²⁶	SPR ^{18, 29, 30} / CUP ²⁶	SPR ^{18, 29, 30} / CUP ²⁶	SPR ^{18, 29, 30} / CUP ²⁶	SPR ^{29, 30} / CUP	SPR ^{18, 29, 30} / CUP ²⁶	-	Section 22.140.520
<u>Multiple detached dwelling units on a lot</u>	<u>SPR ^{18, 29} / CUP ²⁶</u>	<u>SPR ^{18, 29} / CUP ²⁶</u>	<u>SPR ^{18, 29} / CUP ²⁶</u>	<u>SPR ^{18, 29} / CUP ²⁶</u>	<u>SPR ²⁹ / CUP</u>	<u>SPR ^{18, 29} / CUP ²⁶</u>	-	<u>Sections 22.140.520, 22.140.580</u>
Townhouses ²⁸	SPR ^{18, 28, 29} / CUP ²⁶	SPR ^{18, 28, 29} / CUP ²⁶	SPR ^{18, 28, 29} / CUP ²⁶	SPR ^{18, 28, 29} / CUP ²⁶	SPR ²⁹ / CUP	SPR ^{18, 28, 29} / CUP ²⁶	-	Sections 22.140.520, 22.140.600
Two-family residences	SPR ^{18, 29} / CUP ²⁶	SPR ^{18, 29} / CUP ²⁶	SPR ^{18, 29} / CUP ²⁶	SPR ^{18, 29} / CUP ²⁶	SPR ²⁹ / CUP	-	-	Section 22.140.520
...								
Notes: ... 18. The lot shall be: 1) outside of a Very High Fire Hazard Severity Zone, as depicted in the General Plan, in its entirety; 2) outside of the Coastal Zone, as defined in Division 2 (Definition), in its entirety; 3) outside of a Significant Ecological Area, as depicted in the General Plan, in its entirety; 4) outside of a Hillside Management Area, as depicted in the General Plan, in its entirety; 5) outside of the 70 or above decibel Community Noise Equivalent Level (dB CNEL) noise contour of an Airport Influence Area, as depicted in the General Plan, in its entirety; 6) served by a public water system; 7) served by a public sewer system; and 8) fronting a highway or a public street.								

TABLE 22.20.030-B: PRINCIPAL USE REGULATIONS FOR COMMERCIAL ZONES								
	C-H	C-1	C-2	C-3	C-M	C-MJ	C-R	Additional Regulations
...								
26. Where the lot does not meet the criteria specified in Note 18, above.								
27. Use is limited to developments with two or more attached <u>principal</u> dwelling units.								
28. No more than six ~~townhouses~~ <u>principal dwelling units</u> shall be confined within a single building.								
29. Where use is subject to Section 22.128.200 (Supportive Housing Streamlining) and Chapter 22.166 (Housing Permits).								
...								
36. In the Metro Planning Area Standards District and subject to Section 22.364.060.F.2.								
37. <u>Use may also be subject to a tentative, final or parcel map if it is a lease project as defined in Section 21.08.090 (Lease Project) of Title 21 (Subdivisions), or a common interest development as defined in section 4100 of the California Civil Code.</u>								
38. <u>Use may also be subject to a tentative, final or parcel map if it is a mobile home division of land pursuant to Section 21.24.390 (Mobilehome Divisions of Land).</u>								

2. Accessory Uses. Table 22.20.030-C, below, identifies the permit or review required to establish each accessory use.

TABLE 22.20.030-C: ACCESSORY USE REGULATIONS FOR COMMERCIAL ZONES								
	C-H	C-1	C-2	C-3	C-M	C-MJ	C-R	Additional Regulations
...								
Room rentals ⁶	P	P	P	P	P	P	P	
...								
Notes:								
...								
5. Use is permitted only in conjunction with, and intended to, serve the patrons of a use permitted in the zone, but not as a separate enterprise.								
6. ~~Rooms in a single family residence may be rented to four or fewer residents, with or without table board, unless the residence is also used as an adult residential facility or a group home for children and either use has a capacity of more than six persons. Rooms in a single family residence used as transitional housing may be rented to more than four~~								

residents. Room rentals are permitted only in a dwelling unit that is not used as a residential care facility, a residential substance use recovery facility, supportive housing, or transitional housing, in which case rooms in the dwelling unit may be rented to four or fewer residents.

...

...

SECTION 26. Section 22.20.050 is hereby amended to read as follows:

22.20.050 Development Standards for Zones C-H, C-1, C-2, C-3, and C-M.

A. Required Yards. Except as specified otherwise, Table 22.20.050-A, below, identifies the minimum yard depths for various development types in Zones C-H, C-1, C-2, C-3, and C-M as follows:

TABLE 22.20.050-A: MINIMUM YARD DEPTHS FOR COMMERCIAL ZONES						
Development Types	Zones	Front	Corner Side	Corner Side - Reversed Corner Lot	Interior Side	Rear
...						
Mixed Use	C-H, C-1, C-2, C-3 and C-M	N/A	N/A	N/A	See Section 22.140.350.A.65.h	
...						

...

SECTION 27. Section 22.22.030 is hereby amended to read as follows:

22.22.030 Land Use Regulations for Zones M-1, M-1.5, M-2, and M-2.5.

...

C. Use Regulations.

1. Principal Uses. Table 22.22.030-B, below, identifies the permit or review required to establish each principal use.

TABLE 22.22.030-B: PRINCIPAL USE REGULATIONS FOR INDUSTRIAL ZONES					
	M-1	M-1.5	M-2	M-2.5	Additional Regulations
...					
Residential uses					
Mobilehome parks ^{20,22}	CUP	-	CUP	-	Sections 22.140.370, 22.140.520
...					
Notes:					
...					
21. Any legally permitted, existing landfill in M-1 Zone that was permitted with a CUP may continue to be permitted with a CUP upon expiration as long as there is no pause in operation or use for a period greater than three months.					
<u>22. Use may also be subject to a tentative, final or parcel map if it is a mobile home division of land pursuant to Section 21.24.390 (Mobilehome Divisions of Land).</u>					

...

E. Prohibited Uses. The following uses are prohibited in Zones M-1, M-1.5, M-2, and M-2.5:

...

7. Farmworker dwelling units and housing complexes.

...

SECTION 28. Section 22.24.030 is hereby amended to read as follows:

22.24.030 Land Use Regulations for Rural Zones.

...

C. Use Regulations.

1. Principal Uses. Table 22.24.030-B, below, identifies the permit or review required to establish each principal use.

TABLE 22.24.030-B: PRINCIPAL USE REGULATIONS FOR RURAL ZONES			
	C-RU	MXD-RU	Additional Regulations
...			
Residential Uses			
...			
Farmworker housing ¹³			
Farmworker dwelling units	SPR	SPR	Section 22.140.230
Farmworker housing complexes ¹⁸	SPR	SPR	Section 22.140.230
<u>Single-family residences for farmworkers</u>	<u>SPR</u>	<u>SPR</u>	<u>Section 22.140.230</u>
...			
Joint live and work units ^{13, 14, 18}	SPR	SPR	Sections 22.140.320, 22.140.520
Mixed use developments ^{13, 14, 18}			Section 22.140.520
Single-family residences	SPR ¹	-	Sections 22.140.520, 22.140.580
Mixed use developments, vertical or horizontal ^{13, 14, 18}			
...			
Apartment houses, more than five units	-	CUP	Sections 22.140.360, 22.140.520

TABLE 22.24.030-B: PRINCIPAL USE REGULATIONS FOR RURAL ZONES			
	C-RU	MXD-RU	Additional Regulations
<u>Multiple detached dwelling units on a lot</u>	-	<u>SPR</u>	Sections 22.140.360, 22.140.520, 22.140.580
Single-family residences	-	SPR	Sections 22.140.360, 22.140.520, 22.140.580
Townhouses ¹⁷	-	SPR	Sections 22.140.360, 22.140.520
...			
Mobilehome parks ^{13,19}	CUP	CUP	Sections 22.140.370, 22.140.520
Multi-family housing ^{13,18}			Section 22.140.520
...			
Notes: ... 16. Use permitted on lots outside of the Very High Fire Hazard Severity Zone, as depicted in the General Plan, in its entirety, and where use is subject to Section 22.130.200 (Motel Conversions, Permanent) and Chapter 22.166 (Housing Permits). <u>17. No more than six principal dwelling units shall be confined within a single building.</u> <u>18. Use may also be subject to a tentative, final or parcel map if it is a lease project as defined in Section 21.08.090 (Lease Project) of Title 21 (Subdivisions), or a common interest development as defined in section 4100 of the California Civil Code.</u> <u>19. Use may also be subject to a tentative, final or parcel map if it is a mobile home division of land pursuant to Section 21.24.390 (Mobilehome Divisions of Land).</u>			

2. Accessory Uses. Table 22.24.030-C, below, identifies the permit or review required to establish each accessory use.

TABLE 22.24.030-C: ACCESSORY USE REGULATIONS FOR RURAL ZONES			
	C-RU	MXD-RU	Additional Regulations
...			
Room rentals ⁴	P	P	
...			
Notes: ... 3. Use is permitted within an enclosed building only. 4. ~~Rooms in a single family residence may be rented to four or fewer residents, with or without table board, unless the residence is also used as an adult residential facility or a group home for children and either use has a capacity of more than six persons. Rooms in a single family residence used as transitional housing may be rented to more than four residents.~~ <u>Room rentals are permitted only in a dwelling unit that is not used as a residential care facility, a residential substance use recovery facility, supportive housing, or transitional housing, in which case rooms in the dwelling unit may be rented to four or fewer residents.</u>			

...

SECTION 29. Section 22.24.040 is hereby amended to read as follows:

22.24.040 Development Standards for Rural Zones.

...

G. Screening. In Zones C-RU and MXD-RU, all mechanical equipment, trash containers, and dumpsters shall be completely screened from view from adjacent streets, walkways, and residences through the use of walls and/or landscaping. Trash and recycling containers shall conform Section 22.140.350.A.5.f 7.e (Trash/Recycling).

...

SECTION 30. Section 22.26.030 is hereby amended to read as follows:

22.26.030 Mixed Use Development Zone.

...

B. Land Use Regulations.

...

3. Use Regulations.

a. Principal Uses.

i. Table 22.26.030-B, below, identifies the permit or review required to establish each principal use.

TABLE 22.26.030-B: PRINCIPAL USE REGULATIONS FOR ZONE MXD		
		Additional Regulations
...		
Lodging		
Hotels	CUP	
...		
Residential Uses		
...		
Joint live and work units ^{7, 8, 11}	SPR	Sections 22.140.320, 22.140.520
Mixed use developments with residential and commercial components ^{7, 8, 11}	SPR	Sections 22.140.520, 22.140.580
Multi-family housing ^{7, 11}		
Apartment houses ⁷	SPR	Section 22.140.520
<u>Multiple detached dwelling units on a lot</u>	<u>SPR</u>	<u>Sections 22.140.520, 22.140.580</u>

TABLE 22.26.030-B: PRINCIPAL USE REGULATIONS FOR ZONE MXD		
		Additional Regulations
Townhouses ⁷⁻¹²	SPR	Section 22.140.520
Two-family residences ⁴	SPR	Section 22.140.520
...		
Notes: ... 7. Use may also be subject to Chapter 22.120 (Density Bonus), Chapter 22.121 (Inclusionary Housing), or Chapter 22.166 (Housing Permits). 8. Use is limited to developments with two or more attached <u>principal</u> dwelling units. 9. Outside of the Metro Planning Area Standards District. 10. In the Metro Planning Area Standards District and subject to Section 22.364.060.F.2. <u>11. Use may also be subject to a tentative, final or parcel map if it is a lease project as defined in Section 21.08.090 (Lease Project) of Title 21 (Subdivisions), or a common interest development as defined in section 4100 of the California Civil Code.</u> <u>12. No more than six principal dwelling units shall be confined within a single building.</u>		

ii. Table 22.26.030-C, below, identifies the permit or review required to establish each principal use. These uses may be established in commercial-only development projects or properties.

TABLE 22.26.030-C: PRINCIPAL LAND USE REGULATIONS FOR ZONE MXD IN COMMERCIAL-ONLY DEVELOPMENT PROJECTS OR PROPERTIES		
		Additional Regulations
...		
Lodging Uses		

TABLE 22.26.030-C: PRINCIPAL LAND USE REGULATIONS FOR ZONE MXD IN COMMERCIAL-ONLY DEVELOPMENT PROJECTS OR PROPERTIES		
		Additional Regulations
<u>Hotels</u>	<u>CUP</u>	
Motels	CUP	
...		

b. Accessory Uses. Table 22.26.030-D, below, identifies the permit or review required to establish each accessory use.

TABLE 22.26.030-D: ACCESSORY USE REGULATIONS FOR ZONE MXD		
		Additional Regulations
...		
<u>Room rentals</u> ²	<u>P</u>	
...		
Notes: 1. Use permitted on lots located outside of the 70 or above decibel Community Noise Equivalent Level (dB CNEL) noise contour of an Airport Influence Area, as depicted in the General Plan, in its entirety. 2. Room rentals are permitted only in a dwelling unit that is not used as a residential care facility, a residential substance use recovery facility, supportive housing, or transitional housing, in which case rooms in the dwelling unit may be rented to four or fewer residents.		

...

SECTION 31. **Section 22.112.070 is hereby amended to read as follows:**

22.112.070

Required Parking Spaces.

TABLE 22.112.070-A: MINIMUM REQUIRED PARKING SPACES		
Use		Number of Spaces
...		
Residential Uses ⁴		
	...	
	Adult residential facility	1 space per staff member on the largest shift and 1 space per vehicle used directly for the business.
	...	
	Group homes for children	1 space per staff member on the largest shift and 1 space per vehicle used directly for the business.
	...	
	Junior accessory dwelling units	No spaces required.
	<u>Multiple detached dwelling units on a lot</u>	<u>2 covered standard spaces per unit.</u>
	<u>Residential care facility</u> ¹⁵	<u>1 space per staff member on the largest shift and 1 space per vehicle used directly for the facility.</u>
	<u>Residential substance use recovery facility</u> ¹⁵	<u>1 space per staff member on the largest shift and 1 space per vehicle used directly for the facility.</u>
	...	
Notes:		
...		
14.. Apartments with 11 or more dwelling units and all developments with 11 or more joint live and work units seeking reduction in required parking spaces shall provide Transportation Demand Management measures, as provided in Section 22.112.130, below.		

TABLE 22.112.070-A: MINIMUM REQUIRED PARKING SPACES	
Use	Number of Spaces
15. <u>Facilities with seven or more residents only. Facilities with six or fewer residents shall be subject to the parking standards applicable to the residential buildings in which the facilities are located.</u>	

...

SECTION 32. Chapter 22.119 headings are hereby amended to read as follows:

Chapter 22.119 Affordable Housing Replacement.

Sections:

...

22.119.050 General Requirements.

22.119.060 Replacement Requirements for Logistics Uses.

SECTION 33. Section 22.119.030 is hereby amended to read as follows:

22.119.030 Applicability.

Except as otherwise specified in this Chapter or Section 21.16.100 (Affordable Housing Replacement) of Title 21, the provisions of this Chapter, in conjunction with Chapter 22.166 (Housing Permits), apply to any of the following:

- A. New construction of any principal building;
- B. A change of a principal residential use to another principal use;
- C. A change in the number of principal dwelling units;
- D. A subdivision ~~land division~~ subject to Title 21 (Subdivisions) ~~of the County Code~~; or
- E. Legalization of an existing unpermitted principal dwelling unit.

SECTION 34. Section 22.119.040 is hereby amended to read as follows:

22.119.040 Exemptions.

In addition to the exemption provided in Section 21.16.100.B (Exemption) of Title 21, the requirements of this Chapter shall not apply to any of the following: ~~The following are exempt from the requirements of this Chapter:~~

A. ~~New construction of~~ A development project consisting of one a single-
family residence on a lot with no other principal uses or structures other than one
existing single-family residence which has been or is proposed to be demolished or
vacated;

B. New construction or legalization of accessory dwelling units or junior
accessory dwelling units;

C. A caretaker residence ~~Conversion to resident ownership of all rented~~
~~spaces in a mobilehome park;~~

D. Addition of mobilehome spaces or mobilehomes in a mobilehome park;

E. A farmworker housing complex containing only beds ~~A lease project, as~~
~~defined in Section 21.08.090 (Lease project) in Title 21 (Subdivisions) of the County~~
~~Code;~~

F. ~~A project in a Very High Fire Hazard Severity Zone, as depicted in the~~
~~General Plan;~~

~~GE.~~ A project that is located within an area subject to an affordable housing
replacement requirement, pursuant to a development agreement, specific plan, or local
policy; or

G. A project that meets all of the following:

1. It is a use listed under the “Industrial Uses” or the “Recycling and Solid Waste Uses” categories in Table 22.22.030-B (Principal Use Regulations for Industrial Zones);

2. It is located on a lot that is entirely within a zone where residential uses are prohibited, and such prohibition was adopted prior to January 1, 2022; and

3. The dwelling units that are proposed to be or have been demolished or vacated on the lot where the project is located are or were nonconforming uses.

SECTION 35. Section 22.119.050 is hereby amended to read as follows:

22.119.050 General Requirements.

A. Units Requiring Replacement. Except as specified otherwise, dwelling
~~Dwelling~~ units that are proposed to be or have been demolished, vacated, or converted from rental to for sale through a subdivision pursuant to Title 21 (Subdivisions), shall be replaced with dwelling units that are set at an affordable rent or an affordable sale price if ~~the use and density of such units are consistent with zoning or the General Plan, including any applicable Area, Community, or Neighborhood Plan, as set forth in Section 22.02.050 (Consistency with the General Plan), and are or were any of the~~ following applies:

1. Covenanted. The dwelling units are or were subject ~~Subject to a~~ recorded covenant that restricts rents to levels affordable to persons and families of moderate, lower, very low, ~~or extremely low,~~ or acutely low income within the five years prior to complete application submittal;

2. Occupied by Households of Lower Income or Below. The rental dwelling units are or were occupied by lower, very low, extremely low, or acutely low income households, including mobilehome owners renting spaces in a mobilehome park, within the five years prior to complete application submittal;

23. Rent-stabilized. The dwelling units are or were rent-stabilized A
~~rent-stabilized unit pursuant to Section Chapter 8.52.030.F (Covered Rental Unit Rent~~
~~Stabilization and Tenant Protections) in of Title 8 (Consumer Protection, Business and~~
~~Wage Regulations) of the County Code or pursuant to section 1947.12 of the California~~
~~Civil Code within the five years prior to complete application submittal; or~~

3. ~~Occupied by lower, very low or extremely low income tenants,~~
~~including mobilehome owners renting spaces in a mobilehome park, within the five~~
~~years prior to application submittal;~~

4. Withdrawn from Rental Market. The dwelling units were withdrawn
~~Withdrawn from rent or lease within the 10 years prior to complete application submittal,~~
~~or will be withdrawn from rent or lease prior to the demolition or conversion from rental~~
~~to for sale, in accordance with Chapter 12.75 (commencing with section 7060) of the~~
~~California Government Code within the 10 years prior to application submittal.~~

B. Number and Type of Affordable Replacement Units. The number and type
of affordable replacement units required by this Section shall be determined as
specified in Table 22.119.050-A, below follows:

TABLE 22.119.050-A: NUMBER AND TYPE OF AFFORDABLE REPLACEMENT UNITS		
Units to be Replaced		Number and Type of Affordable Replacement Units
Subject to Subsection of Section 22.119.050	Not Subject to Subsection of Section 22.119.050	
A.1 (Covenanted)	=	One-to-one replacement at the same or deeper level of affordability.
A.2 (Occupied by Households of Lower Income or Below)	A.1 (Covenanted)	
A.3 (Rent-stabilized)	A.2 (Occupied by Households of Lower Income or Below)	One-to-one replacement at lower, very low, extremely low, or acutely low income level if the household income is/was moderate or above moderate.
		If the income level of households is unknown, ¹ same proportion of the following renter households to all renter households in the unincorporated areas: ² - Project with at least 5 principal dwelling units:³ Extremely low, very low, and lower income.^{4, 5} - Project with 4 or less principal dwelling units:⁶ Very low and lower income.⁷
A.4 (Withdrawn from Rental Market)	A.1 (Covenanted), A.2 (Occupied by Households of Lower Income or Below), or A.3 (Rent-stabilized)	No replacement required if the household income was moderate or above moderate.
		If the income level of households is unknown, ¹ same proportion of the following renter households to all renter households in the unincorporated areas: ² - Project with at least 5 principal dwelling units:³ Extremely low, very low, and lower income.^{4, 5} - Project with 4 or less principal dwelling units:⁶ Very low and lower income.⁷
Notes:		
1. For any of the following: a. The current household in occupancy at the time of complete application submittal; b. The last household in occupancy, if a unit is unoccupied at the time of complete application submittal; or		

TABLE 22.119.050-A: NUMBER AND TYPE OF AFFORDABLE REPLACEMENT UNITS		
Units to be Replaced		Number and Type of Affordable Replacement Units
Subject to Subsection of Section 22.119.050	Not Subject to Subsection of Section 22.119.050	
		c. <u>The households at the highpoint of such units that existed in the five years prior to complete application submittal, if the units have been vacated or demolished.</u> 2. <u>As determined by the most recently available data from the United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database. The proportions by income level shall be calculated on a per-project basis. Calculations resulting in fractional numbers shall be rounded up to the next whole number.</u> 3. <u>Inclusive of any existing principal dwelling units to remain and exclusive of any additional units awarded by a density bonus.</u> 4. <u>If only one affordable replacement unit is required, the applicant may choose to replace it with an extremely low, very low, or lower income unit.</u> 5. <u>If two affordable replacement units are required, the applicant may choose to replace them with units affordable to households of extremely low, very low, or lower income, provided that the two affordable replacement units shall have different levels of affordability.</u> 6. <u>Inclusive of any existing principal dwelling units to remain.</u> 7. <u>If only one affordable replacement unit is required, the applicant may choose to replace it with a very low or lower income unit.</u>

~~1. The number of affordable replacement units for lower or very low income households shall be determined in accordance with section 65915 of the California Government Code;~~

~~2. Affordable replacement units for lower or very low income households shall be provided at the level of affordability determined in accordance with section 65915 of the California Government Code;~~

3. ~~Affordable replacement units for extremely low income households shall be provided in at least the same number as existed on the site within the five years prior to application submittal, or in the same proportion of extremely low income renter households to all renter households within unincorporated County, as determined by the most recently available data from the United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database, if the income category is unknown for any of the following:~~

a. ~~The current household in occupancy at the time of application submittal;~~

b. ~~The last household in occupancy, if a unit is unoccupied at the time of application submittal; or~~

c. ~~The households at the highpoint of such units that existed in the five-year period preceding application, if the units have been vacated or demolished.~~

4. ~~Dwelling units that are or were rent stabilized pursuant to Section 8.52.030.F (Covered Unit) in Title 8 (Consumer Protection, Business and Wage Regulations) of the County Code or section 1947.12 of the California Civil Code during the five-year period prior to application submittal, and were or are occupied by households above lower income, shall be replaced with units affordable to lower, very low, or extremely low income households;~~

5. ~~At least the same total number of dwelling units and at least the same total number of bedrooms shall be replaced at the same or deeper level of affordability;~~

6. ~~The required number of affordable replacement units shall not be reduced as the result of the deeper level of affordability of the affordable replacement units;~~

7. ~~Affordable replacement units affordable to lower, very low or extremely low income households shall be rental dwelling units; and~~

8. ~~Units subject to a covenant that restricts rents to levels affordable to moderate income households shall be replaced with units that are affordable to households of moderate income or below moderate income. If they are replaced with units affordable to households of moderate income, the affordable replacement units may be rental or for sale.~~

C. Rules and Calculation. ~~Inclusionary Housing or Density Bonus. Affordable replacement units required in this Chapter may count toward the affordable housing set-aside units required in Chapter 22.120 (Density Bonus) or Chapter 22.121 (Inclusionary Housing), if applicable.~~

1. No Reduction in the Number of Affordable Replacement Units. The required number of affordable replacement units shall not be reduced as a result of the deeper level of affordability of the affordable replacement units.

2. Bedroom Count in Affordable Replacement Units. Except as specified otherwise in Section 22.119.060 (Replacement Requirements for Logistics Uses), all affordable replacement units shall be subject to the following:

a. An affordable replacement unit shall have at least the same number of bedrooms as the unit to be replaced, with the following exceptions:

i. If the unit to be replaced is a detached principal dwelling unit with four or more bedrooms, the affordable replacement unit shall contain at least three bedrooms, provided that the same total number of bedrooms shall be replaced at the required affordability levels project-wide; and

ii. Notwithstanding Subsection C.2.a.i, above, if all units exclusive of the manager's unit in a project are for households of lower income or below, and one or more funding source of the project has unit size limitations or other requirements that would preclude each affordable replacement unit from containing the same number of bedrooms as the unit to be replaced, the unit size limitations or other requirements in the funding source shall prevail, provided that the same total number of bedrooms shall be replaced at the required affordability levels project-wide.

b. If the household income level in the units to be replaced is unknown and the bedroom count in such units varies, the applicant may choose the bedroom count in each affordable replacement unit in relation to the required affordability levels, provided that the project meets the requirement in Subsection C.2.a, above.

3. Tenure. An affordable replacement unit may be rental or for sale, except that an affordable replacement unit shall be for sale only if it is in a common interest development, or on a single-family residential fee-simple lot in a subdivision.

4. Inclusionary Housing or Density Bonus. Affordable replacement units required in this Chapter may count toward the affordable housing set-aside units required in Chapters 22.120 (Density Bonus) or 22.121 (Inclusionary Housing), if applicable.

D. Location of Affordable Replacement Units.

1. On-site. Except as specified in Subsection D.2, below, affordable replacement units shall be provided on-site.

2. Off-site.

a. Affordable replacement units may be provided off-site, subject to the following:

i. The project is neither a residential nor mixed use development ~~The affordable replacement units count toward the affordable housing set-aside units required in Chapter 22.121 (Inclusionary Housing);~~

ii. The off-site lot shall be located in an unincorporated area of the County and within one-half mile of the principal project; ~~required affordable housing set-aside units are provided off-site, subject to all applicable provisions in Section 22.121.050.F (Location), except that the off-site parcel shall be located in an unincorporated area of the County and is either within one-quarter mile of the principal project or developed as part of a community land trust; and~~

iii. The off-site lot, its developable acreage, zoning and General Plan land use designation, is sufficient to permit the construction of the required affordable replacement units;

iv. Where the applicant partners with a third-party developer for the provisions of the affordable replacement units on the off-site lot, the applicant shall submit a memorandum of understanding (MOU) to the LACDA for review prior to the approval of an Administrative Housing Permit (Section 22.166.040) application. The MOU shall include the agreed upon payment or compensation that the

applicant will give to the partnering third-party developer to construct the affordable replacement units, with sworn affidavits from both parties; and

viii. The construction of such units does not result in units requiring replacement pursuant to this Chapter on the off-site lot.

3. The affordable replacement units required in this Chapter shall be subject to the same requirements as for the affordable housing set-aside units provided in Sections 22.120.050.B.3.b and 22.120.050.B.3.c (Location of Units).

~~E. Notwithstanding Subsection D, above, a project that is subject to this Chapter may provide replacement in accordance with Chapter 22.268 (Affordable Housing Replacement Fee) if it is either of the following:~~

~~1. A non-residential development; or~~

~~2. A land division that:~~

~~a. Shall result in no increase in dwelling units; and~~

~~b. Is required to provide rental replacement units pursuant to this Section.~~

~~F. Tenure. Affordable replacement units in a common interest development or a single-family residential subdivision shall be for sale only.~~

GE. Timing.

1. Income-restricted units provided pursuant to this Chapter, Chapter 22.120 (Density Bonus), or Chapter 22.121 (Inclusionary Housing), shall obtain permits and entitlements, including the building permits, and the certificates of occupancy, prior to or concurrently with any non-income-restricted units.

2. If a development subject to this Chapter is mixed use or non-residential, the affordable replacement units, whether on-site or off-site, shall obtain permits and entitlements, including the building permits, and the certificates of occupancy, prior to or concurrently with the non-residential components of the mixed use development or the non-residential development.

~~1. All permits and entitlements, including the building permits, for the affordable replacement units shall be obtained prior to or concurrently with the permits and entitlements, including the building permits, for the non-replacement units.~~

~~2. Where affordable replacement units are provided off-site, pursuant to Subsection D.2, above, such units shall obtain a certificate of occupancy from Public Works prior to the issuance of the final certificate of occupancy for the principal project.~~

~~HF.~~ Duration of Affordability.

1. Rental Units. The affordability term for a rental affordable replacement units shall be at least 99 years from the issuance of the final certificate of occupancy by Public Works unless any of the following applies, in which case the affordability term shall be 55 years from the issuance of the final certificate of occupancy by Public Works: in perpetuity.

a. The affordable replacement unit counts toward the affordable housing set-aside units required in Section 22.128.200 (Supportive Housing Streamlining); or

b. The affordable replacement unit counts toward the affordable housing set-aside units required in Chapter 22.120 (Density Bonus), is for a

lower, very low, extremely low, or acutely low income household, and will be financed with low income housing tax credits.

2. ~~For-Sale Units sale. The initial sale of the affordable replacement units shall be restricted to eligible buyers and shall require an equity sharing agreement with the County, as described in Chapter 22.166 (Housing Permits).~~ A for-sale affordable replacement unit shall be subject to the same requirements as for the for-sale affordable housing set-aside units provided in Section 22.120.050.B.1.b (For-Sale Units).

G. Comparability. The affordable replacement units required in this Chapter shall be subject to the same requirements as for the affordable housing set-aside units provided in Sections 22.120.050.B.2.b and 22.120.050.B.2.c (Comparability), where applicable.

~~H.~~ Covenant and Agreement Required. A covenant and agreement ensuring the continued availability of affordable replacement units as required by Subsection F (Duration of Affordability), above, shall be recorded, pursuant to Section 22.166.070 (Covenant and Agreement).

SECTION 36. Section 22.119.060 is hereby added to read as follows:

22.119.060 Replacement Requirements for Logistics Uses.

A logistics use as defined in section 65098 of the California Government Code shall be subject to all provisions of this Chapter with the following exceptions:

A. Units Requiring Replacement. In addition to the dwelling units listed in Section 22.119.050.A (Units Requiring Replacement), any dwelling unit that is proposed to be or has been demolished for a logistics use shall be replaced if it was occupied

within 10 years prior to complete application submittal, unless the dwelling unit was declared substandard by a building official, pursuant to section 17920.3 of the California Health and Safety Code, before the purchase by the developer of the logistics use;

B. Number and Type of Affordable Replacement Units.

1. For each dwelling unit proposed to be or has been demolished for a logistics use, two replacement units that are affordable to households of lower or moderate income shall be provided, with each of the two replacement units having at least the number of bedrooms as the unit to be replaced; and

2. Notwithstanding Subsection B.1, above, where the dwelling unit proposed to be or has been demolished is any of those listed in Section 22.119.050.A (Units Requiring Replacement), and a deeper level of affordability is required pursuant to Section 22.119.050.B (Number and Type of Affordable Replacement Units), one of the two replacement units required in this Subsection B shall be provided at the deeper level of affordability as specified in Section 22.119.050.B (Number and Type of Affordable Replacement Units); and

C. Affordable Housing Replacement Fee.

1. Eligibility. The replacement requirement specified in Subsection B.1, above, may be met in the form of an affordable housing replacement fee in lieu of the provision of affordable replacement units, subject to the following:

a. Where the dwelling unit proposed to be or has been demolished is not any of those listed in Section 22.119.050.A (Units Requiring Replacement), both replacement units may be substituted with the affordable housing replacement fee; and

b. Where the dwelling unit proposed to be or has been demolished is any of those listed in Section 22.119.050.A (Units Requiring Replacement), only one of the two required replacement units that is not subject to Subsection B.2, above, may be substituted with the affordable housing replacement fee.

2. Calculation of Fee.

a. The affordable housing replacement fee shall be calculated using the effective rate on the date a complete application for the logistics use, including all required materials specified in Section 22.222.070 (Application Filing and Withdrawal), is submitted to the Department;

b. The rate for the fee shall be applied by submarket area as specified in Table 22.268.020-A of Section 22.268.020 (Fee Rates); and

c. The fee to substitute each replacement unit shall be the applicable rate per square foot of gross building area multiplied by the gross floor area of the unit requiring replacement. If the square footage of the unit requiring replacement is not known, the applicable per-unit rate shall be the fee to substitute each replacement unit.

3. Timing of Fee Payment.

a. If no discretionary approval is associated with the logistics use, the affordable housing replacement fee shall be paid prior to approval of such use by the Department;

b. If the logistics use requires a discretionary approval other than a land division, the affordable housing replacement fee shall be paid concurrently

with fees submitted pursuant to Section 22.222.260.B (Performance Guarantee and Covenant); and

c. If the logistics use is a subdivision, the affordable housing replacement fee shall be paid at the time of submittal of the final tract map or parcel map, pursuant to Section 21.44.050 (Matters Required for Submittal) in Title 21.

SECTION 37. Section 22.120.040 is hereby amended to read as follows:

22.120.040 Eligibility

Except as specified otherwise, a project is eligible for a density bonus, if it complies with the following:

A. Minimum Dwelling Units Required.

1. A project subject to Section 22.120.050 (Affordable Housing) or Section 22.120.070 (Land Donation) shall have a minimum of five ~~baseline~~-dwelling units exclusive of any additional units awarded by a density bonus and inclusive of the following, where applicable:

a. Any existing principal dwelling units to remain;

b. Accessory dwelling units; and

c. Junior accessory dwelling units.

...

SECTION 38. Section 22.120.050 is hereby amended to read as follows:

22.120.050 Affordable Housing.

A. Density Bonus.

1. General. Except as specified otherwise, a housing development shall receive a density bonus in the amounts shown in Table 22.120.050-A, below,

subject to an Administrative Housing Permit (Section 22.166.040), if it provides an affordable housing set-aside at an affordable rent or an affordable sale price.

TABLE 22.120.050-A: AFFORDABLE HOUSING SET-ASIDES AND DENSITY BONUSES					
Set-Aside	<u>Acutely Low Income</u> (≤ 15% AMI) ¹	Extremely Low Income (≤ 30% AMI) ¹	Very Low Income (≤ 50% AMI) ¹	Lower Income (≤ 80% AMI) ¹	Moderate Income (≤ 120% AMI)
	Density Bonus	Density Bonus	Density Bonus	Density Bonus	Density Bonus
5%	<u>30%</u>	25%	20%	-	-
6%	<u>35%</u>	30%	22.50%	-	-
7%	<u>40%</u>	35%	25%	-	-
8%	<u>45%</u>	40%	27.50%	-	-
9%	<u>50%</u>	45%	30%	-	-
10%	<u>60%</u>	55%	32.50%	20%	5%
11%	<u>60%</u>	55%	35%	21.50%	6%
12%	<u>60%</u>	55%	~~35%~~ <u>38.75%</u>	23%	7%
13%	<u>60%</u>	55%	~~35%~~ <u>42.50%</u>	24.50%	8%
14%	<u>60%</u>	55%	~~35%~~ <u>46.25%</u>	26%	9%
15%	<u>65%</u>	60.50%	~~40.50%~~ <u>50%</u>	27.50%	10%
16%	<u>65%</u>	60.50%	~~40.50%~~ <u>50%</u>	29%	11%
17%	<u>65%</u>	60.50%	~~40.50%~~ <u>50%</u>	30.50%	12%
18%	<u>65%</u>	60.50%	~~40.50%~~ <u>50%</u>	32%	13%
19%	<u>65%</u>	60.50%	~~40.50%~~ <u>50%</u>	33.50%	14%
20%	<u>70%</u>	64%	~~44%~~ <u>53.75%</u>	35%	15%
21%	<u>70%</u>	64%	~~44%~~ <u>53.75%</u>	~~35%~~ <u>38.75%</u>	16%
22%	<u>70%</u>	64%	~~44%~~ <u>53.75%</u>	~~35%~~ <u>42.50%</u>	17%
23%	<u>70%</u>	64%	~~44%~~ <u>53.75%</u>	~~35%~~ <u>46.25%</u>	18%
24%	<u>70%</u>	64%	~~44%~~ <u>53.75%</u>	~~35%~~ <u>50%</u>	19%
25%	<u>75%</u>	67.50%	~~47.50%~~ <u>57.50%</u>	~~38.75%~~ <u>53.75%</u>	20%
26%	<u>75%</u>	67.50%	~~47.50%~~ <u>57.50%</u>	~~38.75%~~ <u>53.75%</u>	21%
27%	<u>75%</u>	67.50%	~~47.50%~~ <u>57.50%</u>	~~38.75%~~ <u>53.75%</u>	22%
28%	<u>75%</u>	67.50%	~~47.50%~~ <u>57.50%</u>	~~38.75%~~ <u>53.75%</u>	23%
29%	<u>75%</u>	67.50%	~~47.50%~~ <u>57.50%</u>	~~38.75%~~ <u>53.75%</u>	24%
30%	<u>80%</u>	71%	~~51%~~ <u>61.25%</u>	~~41.50%~~ <u>57.50%</u>	25%

TABLE 22.120.050-A: AFFORDABLE HOUSING SET-ASIDES AND DENSITY BONUSES					
Set-Aside	<u>Acutely Low Income</u> ($\leq 15\%$ AMI) ¹	Extremely Low Income ($\leq 30\%$ AMI) ¹	Very Low Income ($\leq 50\%$ AMI) ¹	Lower Income ($\leq 80\%$ AMI) ¹	Moderate Income ($\leq 120\%$ AMI)
	<u>Density Bonus</u>	Density Bonus	Density Bonus	Density Bonus	Density Bonus
31%	<u>80%</u>	71%	~~54%~~ <u>61.25%</u>	~~41.50%~~ <u>57.50%</u>	26%
32%	<u>80%</u>	71%	~~54%~~ <u>61.25%</u>	~~41.50%~~ <u>57.50%</u>	27%
33%	<u>80%</u>	71%	~~54%~~ <u>61.25%</u>	~~41.50%~~ <u>57.50%</u>	28%
34%	<u>80%</u>	71%	~~54%~~ <u>61.25%</u>	~~41.50%~~ <u>57.50%</u>	29%
35%	<u>85%</u>	74.50%	~~54.50%~~ <u>65%</u>	~~44.25%~~ <u>61.25%</u>	30%
36%	<u>85%</u>	74.50%	~~54.50%~~ <u>65%</u>	~~44.25%~~ <u>61.25%</u>	31%
37%	<u>85%</u>	74.50%	~~54.50%~~ <u>65%</u>	~~44.25%~~ <u>61.25%</u>	32%
38%	<u>85%</u>	74.50%	~~54.50%~~ <u>65%</u>	~~44.25%~~ <u>61.25%</u>	33%
39%	<u>85%</u>	74.50%	~~54.50%~~ <u>65%</u>	~~44.25%~~ <u>61.25%</u>	34%
40% - 44%	<u>90%</u>	78%	~~58%~~ <u>68.75%</u>	~~47%~~ <u>65%</u>	35%
<u>41%</u>	<u>90%</u>	<u>78%</u>	<u>68.75%</u>	<u>65%</u>	~~35%~~ <u>38.75%</u>
<u>42%</u>	<u>90%</u>	<u>78%</u>	<u>68.75%</u>	<u>65%</u>	~~35%~~ <u>42.50%</u>
<u>43%</u>	<u>90%</u>	<u>78%</u>	<u>68.75%</u>	<u>65%</u>	~~35%~~ <u>46.25%</u>
<u>44%</u>	<u>90%</u>	<u>78%</u>	<u>68.75%</u>	<u>65%</u>	~~35%~~ <u>50%</u>
45% - 49%	<u>95%</u>	81.50%	~~61.50%~~ <u>72.50%</u>	~~49.75%~~ <u>68.75%</u>	~~38%~~ <u>53.75%</u>
50% - 54%	<u>100%</u>	85%	~~65%~~ <u>76.25%</u>	~~52.50%~~ <u>72.50%</u>	~~40%~~ <u>57.50%</u>
55% - 59%	<u>105%</u>	88.50%	~~68.50%~~ <u>80%</u>	~~55.25%~~ <u>76.25%</u>	~~42%~~ <u>61.25%</u>
60% - 64%	<u>110%</u>	92%	~~72%~~ <u>83.75%</u>	~~58%~~ <u>80%</u>	~~44%~~ <u>65%</u>
65% - 69%	<u>115%</u>	95.50%	~~75.50%~~ <u>87.50%</u>	~~60.75%~~ <u>83.75%</u>	~~46%~~ <u>68.75%</u>
70% - 74%	<u>120%</u>	99%	~~79%~~ <u>91.25%</u>	~~63.50%~~ <u>87.50%</u>	~~48%~~ <u>72.50%</u>
75% - 79%	<u>125%</u>	102.50%	~~82.50%~~ <u>95%</u>	~~66.25%~~ <u>91.25%</u>	~~50%~~ <u>76.25%</u>

TABLE 22.120.050-A: AFFORDABLE HOUSING SET-ASIDES AND DENSITY BONUSES					
Set-Aside	<u>Acutely Low Income</u> ($\leq 15\%$ AMI) ¹	Extremely Low Income ($\leq 30\%$ AMI) ¹	Very Low Income ($\leq 50\%$ AMI) ¹	Lower Income ($\leq 80\%$ AMI) ¹	Moderate Income ($\leq 120\%$ AMI)
	<u>Density Bonus</u>	Density Bonus	Density Bonus	Density Bonus	Density Bonus
80% - 84%	<u>130%</u>	106% ~~or as specified otherwise~~ ¹	~~86%~~ <u>98.75%</u> ~~or as specified otherwise~~ ¹	~~69%~~ <u>95%</u> ~~or as specified otherwise~~ ¹	52% <u>80%</u>
85% - 89%	<u>135%</u>	109.50% ~~or as specified otherwise~~ ¹	~~89.50%~~ <u>102.5%</u> ~~or as specified otherwise~~ ¹	~~71.75%~~ <u>98.75%</u> ~~or as specified otherwise~~ ¹	54% <u>83.75%</u>
90% - 94%	<u>140%</u>	113% ~~or as specified otherwise~~ ¹	~~93%~~ <u>106.25%</u> ~~or as specified otherwise~~ ¹	~~74.50%~~ <u>102.50%</u> ~~or as specified otherwise~~ ¹	56% <u>87.50%</u>
95% - 99%	<u>145%</u>	116.50% ~~or as specified otherwise~~ ¹	~~96.50%~~ <u>110%</u> ~~or as specified otherwise~~ ¹	~~77.25%~~ <u>106.25%</u> ~~or as specified otherwise~~ ¹	58% <u>91.25%</u>
100%	<u>150%</u>	120% ~~or as specified otherwise~~ ¹	~~100%~~ <u>115%</u> ~~or as specified otherwise~~ ¹	~~80%~~ <u>110%</u> ~~or as specified otherwise~~ ¹	60% <u>95%</u>
Notes:					
1. <u>A shared housing building development is eligible for a density bonus provided in this Table only if the set-aside is at one of these income levels. A rental housing development shall receive the following density bonus, if it has: 1) at least 80 percent affordable housing set-aside for lower, very low, or extremely low income households, with the remaining baseline dwelling units, excluding a manager's unit or units, set aside for moderate income households; 2) rents for at least 20 percent of all dwelling units, including the density bonus units but excluding the manager's unit or units, set at an affordable rent as defined in section 50053 of the California Health and Safety Code; and 3) rents for all remaining units, excluding the manager's unit or units, set at an amount consistent with the maximum rent levels for a housing development that received an allocation of State or federal low-income tax credits from the California Tax Credit Allocation Committee:</u>					
a. Eighty percent of the number of dwelling units set aside for lower, very low, or extremely low income households; or					
b. Any amount of density bonus units, if the rental housing development is located within 1/2 mile of a major transit stop, in which case such development:					
i. Shall not receive any waivers or reductions of development standards provided in Section 22.120.090; and					
ii. Is entitled to a height increase of up to three additional stories, or 33 feet, which is not counted toward the incentives provided in Subsection C (Incentives), below.					

2. Additional Density Bonus. A housing development shall receive an additional density bonus in the amounts shown in Table 22.120.050-B, below, subject to an Administrative Housing Permit (Section 22.166.040), if it meets all of the following:

a. Affordable Housing Set-Aside. The housing development provides one of the following pursuant to Table 22.120.050-A, above:

- i. 15 percent very low income housing set-aside;
- ii. 24 percent lower income housing set-aside; or
- iii. 44 percent moderate income housing set-aside;

b. Additional Affordable Housing Set-Aside. The housing development provides an additional very low or moderate income housing set-aside pursuant to Table 22.120.050-B, below; and

c. Maximum Affordable Housing Set-Aside. The affordable housing set-aside and the additional affordable housing set-aside required in this Subsection A.2 combined shall not exceed 50 percent.

TABLE 22.120.050-B: ADDITIONAL AFFORDABLE HOUSING SET-ASIDES AND DENSITY BONUSES		
<u>Additional Set-Aside</u>	<u>Very Low Income (≤ 50% AMI)</u>	<u>Moderate Income (≤ 120% AMI) ¹</u>
	<u>Additional Density Bonus ²</u>	<u>Additional Density Bonus ²</u>
<u>5%</u>	<u>20%</u>	<u>20%</u>
<u>6%</u>	<u>23.75%</u>	<u>22.5%</u>
<u>7%</u>	<u>27.50%</u>	<u>25%</u>
<u>8%</u>	<u>31.25%</u>	<u>27.50%</u>
<u>9%</u>	<u>35%</u>	<u>30%</u>
<u>10%</u>	<u>38.75%</u>	<u>32.50%</u>
<u>11%</u>	<u>38.75%</u>	<u>35%</u>
<u>12%</u>	<u>38.75%</u>	<u>38.75%</u>
<u>13%</u>	<u>38.75%</u>	<u>42.50%</u>

TABLE 22.120.050-B: ADDITIONAL AFFORDABLE HOUSING SET-ASIDES AND DENSITY BONUSES		
<u>Additional Set-Aside</u>	<u>Very Low Income (≤ 50% AMI)</u>	<u>Moderate Income (≤ 120% AMI) ¹</u>
	<u>Additional Density Bonus ²</u>	<u>Additional Density Bonus ²</u>
<u>14%</u>	<u>38.75%</u>	<u>46.25%</u>
<u>15%</u>	<u>38.75%</u>	<u>50%</u>
<u>Note:</u> 1. Set-aside shall not be for households of lower income or below. 2. The increase provided in this Table shall be in addition to the increase in density as provided in Table 22.120.050-A (Affordable Housing Set-Asides and Density Bonuses).		

3. Density Bonus for One Hundred Percent Affordable Rental Housing Development. Notwithstanding Subsections A.1 and A.2, above, a rental housing development shall receive a density bonus in the amounts specified in Subsection A.3.b (Density Bonus), below, subject to an Administrative Housing Permit (Section 22.166.040), if it meets the affordability requirements in Subsection A.3.a (Affordability), below.

a. Affordability.

i. Affordable Housing Set-Aside. All dwelling units, including the density bonus units and any accessory dwelling units, but excluding a manager's unit or units, shall be for acutely low, extremely low, very low, or lower income households, except that up to 20 percent of all dwelling units, including the density bonus units and any accessory dwelling units, but excluding a manager's unit or units, may be for moderate income households.

ii. Affordable Rent.

(a) The rent for at least 20 percent of all dwelling units, including the density bonus units and any accessory dwelling units, but excluding a manager's unit or units, shall be set at an affordable rent as defined in section 50053(b)(1) of the California Health and Safety Code, with the rent for the remaining units excluding a manager's unit or units set at an amount consistent with the maximum rent levels for lower income households published by the California Tax Credit Allocation Committee.

(b) Notwithstanding Subsection A.3.a.ii.(a), above, the rent for all dwelling units, including the density bonus units and any accessory dwelling units, but excluding a manager's unit or units, shall be set at an amount consistent with the maximum rent levels for lower income households, as those rents and incomes are determined by the California Tax Credit Allocation Committee, if the rental housing development receives an award of federal or State low-income housing tax credits, tax-exempt private activity bonds or general obligation bonds, or local, State, or federal loans or grants that utilize rent and income limits determined by the California Tax Credit Allocation Committee.

b. Density Bonus. The density bonus for a rental housing development subject to this Subsection A.3 shall be as follows:

i. 80 percent of the number of pre-bonus dwelling units for acutely low, extremely low, very low, or lower income households; or

ii. Unlimited if the rental housing development is located in any of the following:

(1) One-half mile of a major transit stop; or

(2) A very low vehicle travel area.

B. Affordable Housing Set-Aside.

1. Duration of Affordability.

a. Rental Units. The affordability term for a rental affordable housing set-aside units shall be at least 99 years from the issuance of the final certificate of occupancy by Public Works unless any of the following applies, in which case the affordability term shall be 55 years from the issuance of the final certificate of occupancy by Public Works;

i. The set-aside unit is also subject to Section 22.128.200 (Supportive Housing Streamlining); or

ii. The set-aside unit is for a lower, very low, extremely low, or acutely low income household and will be financed with low income housing tax credits.

b. For-Sale Units ~~sale~~. ~~The initial sale of the affordable housing set-aside units shall be restricted to eligible buyers and shall require an equity-sharing agreement with the County, as described in Chapter 22.166 (Housing Permits).~~

i. Except as specified otherwise in Subsection B.1.b.ii, below, the initial sale of an affordable housing set-aside unit shall be restricted to an income-qualified household and shall require an equity-sharing agreement with the County, as described in Chapter 22.166 (Housing Permits).

ii. If an affordable housing set-aside unit is not purchased by an income-qualified household within 180 days after the issuance of the certificate of occupancy, the affordable housing set-aside unit may be purchased by a

qualified nonprofit housing corporation. The purchase shall be made pursuant to a recorded contract that satisfies all requirements in section 402.1(a)(10) of the California Revenue and Taxation Code, and includes an affordability term of at least 45 years, a repurchase option, and an equity sharing agreement as described in Chapter 22.166 (Housing Permits).

2. Comparability. ~~Affordable housing set-aside units shall have the same number of bedrooms as the non-set-aside dwelling units. In a housing development with a variety of bedroom counts per dwelling unit, the percentage of affordable set-aside dwelling units with a particular number of bedrooms shall be equal to the percentage of non-set-aside dwelling units with the same number of bedrooms.~~

a. Affordable housing set-aside units shall have the same number of bedrooms as the non-set-aside dwelling units. In a housing development with a variety of bedroom counts per dwelling unit, the percentage of affordable set-aside dwelling units with a particular number of bedrooms shall be equal to the percentage of non-set-aside dwelling units with the same number of bedrooms.

b. The affordable housing set-aside units shall be indistinguishable from the non-set-aside units in a housing development in terms of exterior and interior appearance and overall quality of construction. After consultation with the Executive Director of the LACDA, the Director may allow interior finishes of the affordable housing set-aside units to consist of less expensive materials and equipment, provided they are new, durable, and of good quality.

c. Where a building has five or more dwelling units including affordable housing set-aside units and non-set-aside units, the occupants of the

affordable housing set-aside units shall have the same access to common entrances, common areas, and amenities of the building as the occupants of the non-set-aside units who are not the on-site managers, and the affordable housing set-aside units shall not be isolated to a specific floor or an area on a specific floor.

3. ~~Location of Units. The affordable housing set-aside units and the density bonus dwelling units may be located in different geographic areas within the housing development.~~

a. The density bonus dwelling units and the affordable housing set-aside units may be located in different geographic areas within the housing development.

b. Affordable housing set-aside units in a mixed-income development shall not be overly concentrated in one area of the project, and shall be evenly distributed throughout the project to the satisfaction of LACDA.

c. Where a housing development consists of both rental and for-sale units, rental affordable housing set-aside units shall not be located on the same lot where for-sale units are located.

...

5. ~~Timing. All permits and entitlements, including the building permits, for the affordable housing set aside units shall be obtained prior to or concurrently with the permits and entitlements, including the building permits, for the non set-aside units.~~

a. Income-restricted units provided pursuant to this Chapter, Chapter 22.119 (Affordable Housing Replacement), or Chapter 22.121 (Inclusionary

Housing), shall obtain permits and entitlements, including the building permits, and the certificates of occupancy, prior to or concurrently with any non-income-restricted units.

b. If the housing development is multi-phased, the requirements in this Subsection B.5 shall apply to each phase of the development.

C. Incentives.

1. Except as specified otherwise, a A-housing development shall receive a number of incentives in the amounts shown in Table 22.120.050-BC, below, if it provides an affordable housing set-aside. The granting of an incentive is subject to an Administrative Housing Permit (Section 22.166.040), unless any of the findings in Section 22.166.040.C.1.a (Incentive) are made, in which case a Discretionary Housing Permit (Section 22.166.050) application is required. The provision of direct financial incentives for a housing development, such as the fee exemption and reductions provided in Section 22.250.020.B (Fee Exemption and Reductions for Affordable Housing), ~~subject to Chapter 22.120 (Density Bonus),~~ shall not be counted toward the incentives provided in this Subsection C.

TABLE 22.120.050-~~BC~~: AFFORDABLE HOUSING SET-ASIDES AND INCENTIVES					
	<u>Acutely Low Income (≤ 15% AMI)</u>	Extremely Low Income (≤ 30% AMI)	Very Low Income (≤ 50% AMI)	Lower Income (≤ 80% AMI)	Moderate Income (≤ 120% AMI)
Set-Aside	<u>No. of Incentives</u>	No. of Incentives	No. of Incentives	No. of Incentives	No. of Incentives
5%	<u>4</u>	3	1	-	-
6%	<u>4</u>	3	1	-	-
7%	<u>4</u>	3	1	-	-
8%	<u>4</u>	3	1	-	-
9%	<u>4</u>	3	1	-	-
10%	<u>5</u>	~~3~~ <u>4</u>	2	1	1
11%	<u>5</u>	~~3~~ <u>4</u>	2	1	1
12%	<u>5</u>	~~3~~ <u>4</u>	2	1	1

TABLE 22.120.050-BC: AFFORDABLE HOUSING SET-ASIDES AND INCENTIVES					
	<u>Acutely Low Income (≤ 15% AMI)</u>	<u>Extremely Low Income (≤ 30% AMI)</u>	<u>Very Low Income (≤ 50% AMI)</u>	<u>Lower Income (≤ 80% AMI)</u>	<u>Moderate Income (≤ 120% AMI)</u>
<u>Set-Aside</u>	<u>No. of Incentives</u>	<u>No. of Incentives</u>	<u>No. of Incentives</u>	<u>No. of Incentives</u>	<u>No. of Incentives</u>
13%	<u>5</u>	<u>3-4</u>	<u>2</u>	<u>1</u>	<u>1</u>
14%	<u>5</u>	<u>3-4</u>	<u>2</u>	<u>1</u>	<u>1</u>
15%	<u>5</u>	<u>3-4</u>	<u>3</u>	<u>1</u>	<u>1</u>
16%	<u>6</u>	<u>3-5</u>	<u>3-4</u>	<u>1</u>	<u>1</u>
17%	<u>6</u>	<u>3-5</u>	<u>3-4</u>	<u>4-2</u>	<u>1</u>
18%	<u>6</u>	<u>3-5</u>	<u>3-4</u>	<u>4-2</u>	<u>1</u>
19%	<u>6</u>	<u>3-5</u>	<u>3-4</u>	<u>4-2</u>	<u>1</u>
20%	<u>6</u>	<u>3-5</u>	<u>3-4</u>	<u>2</u>	<u>2</u>
21%	<u>6</u>	<u>3-5</u>	<u>3-4</u>	<u>2</u>	<u>2</u>
22%	<u>6</u>	<u>3-5</u>	<u>3-4</u>	<u>2</u>	<u>2</u>
23%	<u>6</u>	<u>3-5</u>	<u>3-4</u>	<u>2</u>	<u>2</u>
24%	<u>6</u>	<u>3-5</u>	<u>3-4</u>	<u>2-3</u>	<u>2</u>
25%	<u>6</u>	<u>3-5</u>	<u>3-4</u>	<u>2-3</u>	<u>2</u>
26%	<u>6</u>	<u>3-5</u>	<u>3-4</u>	<u>2-3</u>	<u>2</u>
27%	<u>6</u>	<u>3-5</u>	<u>3-4</u>	<u>2-3</u>	<u>2</u>
28%	<u>6</u>	<u>3-5</u>	<u>3-4</u>	<u>2-3</u>	<u>2</u>
29%	<u>6</u>	<u>3-5</u>	<u>3-4</u>	<u>2-3</u>	<u>2</u>
30%-79- 44%	<u>6</u>	<u>3-5</u>	<u>3-4</u>	<u>3</u>	<u>3</u>
80-45%- 99%	<u>6</u>	<u>3 or 4¹ 5</u>	<u>3 or 4¹ 4</u>	<u>3 or 4¹ 4</u>	<u>3-4</u>
100% ^{2,1}	<u>6</u>	<u>3 or 4¹ 5</u>	<u>3 or 4¹ 4</u>	<u>3 or 4¹ 4</u>	<u>3-4</u>
Notes:					
1. A rental housing development shall receive four incentives, if it has all of the following:					
— a. At least 80 percent affordable housing set aside for lower, very low, or extremely low income households, with the remaining baseline dwelling units, excluding a manager's unit or units, set aside for moderate income households;					
— b. Rents for at least 20 percent of all dwelling units, including the density bonus units but excluding the manager's unit or units, set at an affordable rent as defined in section 50053 of the California Health and Safety Code; and					
— c. Rents for all remaining units, excluding the manager's unit or units, set at an amount consistent with the maximum rent levels for a housing development that received an allocation of State or federal low-income tax credits from the California Tax Credit Allocation Committee.					
ii. Is entitled to a height increase of up to three additional stories, or 33 feet, which is not counted toward the incentives provided in Subsection C (Incentives), below.					

TABLE 22.120.050-BC: AFFORDABLE HOUSING SET-ASIDES AND INCENTIVES					
	<u>Acutely Low Income (≤ 15% AMI)</u>	<u>Extremely Low Income (≤ 30% AMI)</u>	<u>Very Low Income (≤ 50% AMI)</u>	<u>Lower Income (≤ 80% AMI)</u>	<u>Moderate Income (≤ 120% AMI)</u>
<u>Set-Aside</u>	<u>No. of Incentives</u>	<u>No. of Incentives</u>	<u>No. of Incentives</u>	<u>No. of Incentives</u>	<u>No. of Incentives</u>
2. ~~A housing development may request an additional density bonus as an incentive in addition to the density bonus provided in Table 22.120.050-A, above, if the housing development includes a 100 percent affordable housing set-aside.~~					

2. Notwithstanding Subsection C.1, above, a rental housing development shall receive the following subject to an Administrative Housing Permit (Section 22.166.040), if it meets the affordability requirements in Subsection A.3.a (Affordability), above:

- a. Up to five incentives; and
 - b. A height increase of up to three additional stories, or 33 feet,
- if the rental housing development is located in any of the following:
- i. One-half mile of a major transit stop; or
 - ii. A very low vehicle travel area.

D. Additional Density Bonus or Incentive for Child Care Facility. Except as specified otherwise, a housing development shall receive either an additional density bonus or an additional incentive as shown in Table 22.120.050-CD, below, if it provides an affordable housing set-aside pursuant to this Section and includes a child care facility.

TABLE 22.120.050-CD: ADDITIONAL DENSITY BONUS OR INCENTIVE FOR CHILD CARE FACILITY¹			
	<u>Eligibility</u>	<u>Additional Density Bonus²</u>	<u>Additional Incentive²</u>
Child care facility ⁵	Affordable housing set-aside provided	Square footage of childcare facility	1

TABLE 22.120.050-CD: ADDITIONAL DENSITY BONUS OR INCENTIVE FOR CHILD CARE FACILITY¹			
	pursuant to this Section ^{3, 4}		
Notes: 1. The granting of the additional density bonus is subject to an Administrative Housing Permit (Section 22.166.040). ... 4. The child care facility shall serve children of <u>acutely low, extremely low, very low income households</u> , lower income households and moderate income households at the same percentage(s), or greater, as the percentage(s) of dwelling units required for <u>acutely low, extremely low, very low income households</u> , lower income households and moderate income households pursuant to this Chapter. 5. A covenant and agreement shall be recorded pursuant to Section 22.166.070.AB.5 (Child Care Facilities).			

SECTION 39. Section 22.120.070 is hereby amended to read as follows:

22.120.070 Land Donation.

A. Density Bonus. Except as specified otherwise, a housing development shall receive a density bonus in the amounts shown in Table 22.120.070-A, below, subject to an Administrative Housing Permit (Section 22.166.040), if it includes the donation of land for housing for very low income households, within the boundary of the housing development or one-quarter mile thereof, in which case the donated land shall be within the unincorporated areas of Los Angeles County.

TABLE 22.120.070-A: AFFORDABLE HOUSING SET-ASIDES, DENSITY BONUSES FOR LAND DONATIONS	
Very Low Income ($\leq 50\%$ AMI)	Density Bonus ² on Housing Development Site
Set-Aside on Donated Land ¹	
...	

B. Affordable Housing Set-Aside. The very low income housing set-aside units on the donated land shall be subject to ~~Subsection~~ Section 22.120.050.B.1 (Duration of Affordability) ~~of Section 22.120.050.~~

...

SECTION 40. Section 22.120.075 is hereby amended to read as follows:

22.120.075 Mobilehome Park Density Bonus.

A. An existing legal nonconforming mobilehome park that seeks to continue operation and exceeds the otherwise maximum number of principal dwelling units permitted pursuant to Section 22.02.050.C (Density) ~~density permitted by the General Plan or the Zone, and that is not receiving any other density bonus pursuant to this Chapter,~~ shall be eligible for a density bonus pursuant to this Section which would deem the existing total number of mobilehome spaces as the maximum number of dwelling units permitted on site, subject to ~~the approval of an Administrative Housing Permit (Section 22.166.040)~~ application all of the following:-

1. The mobilehome park is not receiving any other density bonus pursuant to this Chapter;
2. No expansion or enlargement is proposed; and
3. The approval of an Administrative Housing Permit (Section 22.166.040) application.

B. ~~Such application~~ Applications submitted pursuant to this Section are ~~is not~~ subject to ~~Section 22.166.040.B.2.b or Section 22.166.040.C.3-4~~ (Covenant and Monitoring Fees Required).

C. ~~Such application~~ The following provisions do not apply to applications submitted pursuant to this Section: ~~is not eligible for any waivers or reductions of development standards provided in Section 22.120.090 (Waivers of Reductions of Development Standards).~~

1. Section 22.120.080 (Parking); and
2. Section 22.120.090 (Waivers of Reductions of Development

Standards).

D. Applications submitted pursuant to this Section may request a fee exemption pursuant to Section 22.250.020.D (Fee Exemption for Existing Mobilehome Parks).

SECTION 41. Section 22.120.080 is hereby amended to read as follows:

22.120.080 Parking.

A. Applicability. ~~Notwithstanding any contrary provisions in this Title 22, Table 22.120.080-A, below, identifies the parking requirements for multi-family residential developments subject to this Chapter. The provisions of this Section shall apply to projects subject to this Chapter except the following:~~

1. Projects that are subject to Section 22.120.075 (Mobilehome Park Density Bonus); and
2. Projects where fewer parking spaces are required by Chapter 22.112 (Parking).

B. Permit and Review.

1. Permit Required. Except as specified otherwise, an Administrative Housing Permit (Section 22.166.040) is required for projects subject to Subsections C, D, or E, below.

2. Not Incentives or Waivers. The provisions of Subsections C, D, and E, below, shall not count toward incentives provided in Section 22.120.050.C

(Incentives) or waivers or reductions of development standards provided in Section 22.120.090 (Waivers or Reductions of Development Standards).

C. Required Parking Spaces.

1. General. Table 22.120.080-A, below, identifies the minimum number of parking spaces required for projects subject to this Section.

TABLE 22.120.080-A: GENERAL PARKING RATIOS	
<u>Number of Bedrooms</u>	<u>Number of Spaces ¹</u>
<u>0-1 bedroom</u>	<u>1 space per dwelling unit</u>
<u>2-3 bedrooms</u>	<u>1.5 spaces per dwelling unit</u>
<u>4 or more bedrooms</u>	<u>2.5 spaces per dwelling unit</u>
<u>Note:</u> <u>1. Parking ratios shall apply to all principal dwelling units in a project. Parking may be provided by tandem parking or uncovered parking, but not on-street parking. Parking is inclusive of guest and accessible parking spaces.</u>	

2. Affordable Housing Development Near Major Transit Stop.

Notwithstanding Subsection C.1., above, Table 22.120.080-B, below, identifies the minimum number of parking spaces required for projects with unobstructed access to and within one-half mile of a major transit stop, if affordable housing set-aside units are provided.

TABLE 22.120.080-B: PARKING RATIOS FOR AFFORDABLE HOUSING DEVELOPMENT NEAR MAJOR TRANSIT STOP	
<u>Affordable Units Provided</u>	<u>Number of Spaces ¹</u>
<u>At least 11% very low income housing set-aside</u>	<u>0.5 spaces per dwelling unit ²</u>
<u>At least 20% lower income housing set-aside</u>	
<u>At least 40% moderate income housing set-aside</u>	<u>0.5 spaces per bedroom ²</u>

TABLE 22.120.080-B: PARKING RATIOS FOR AFFORDABLE HOUSING DEVELOPMENT NEAR MAJOR TRANSIT STOP	
<u>Affordable Units Provided</u>	<u>Number of Spaces</u> ¹
<u>Acutely low or extremely low income dwelling units</u>	<u>No parking required for the acutely low or extremely low income dwelling units only</u>
<u>Note:</u> 1. <u>Parking may be provided by tandem parking or uncovered parking, but not on-street parking. Parking is inclusive of guest and accessible parking spaces.</u> 2. <u>Parking ratios shall apply to all principal dwelling units in a project.</u>	

D. No Parking Required. Notwithstanding Subsection C., above, no parking shall be required for a rental housing development that meets the affordability requirements in Section 22.120.050.A.3 (Density Bonus for One Hundred Percent Affordable Rental Housing Development) if the rental housing development is one of the project types shown in Table 22.120.080-C, below.

TABLE 22.120.080-C: ONE HUNDRED PERCENT AFFORDABLE RENTAL HOUSING DEVELOPMENT WITH NO PARKING REQUIRED		
<u>Type</u>	<u>100% Affordable Rental Housing Development</u>	<u>Proximity to Transit</u>
<u>1</u>	<u>Senior citizen housing development</u>	<u>With one of the following:</u> <u>Paratransit service; or</u> <u>Unobstructed access to and within ½ mile of a fixed bus route service that operates at least 8 times per day</u>
<u>2</u>	<u>Special needs housing development</u>	
<u>3</u>	<u>Supportive housing development</u>	<u>Any distance</u>
<u>4</u>	<u>Other 100% affordable rental housing development</u>	<u>With unobstructed access to and within ½ mile of a major transit stop</u>

TABLE 22.120.080-A: PARKING RATIOS¹		
Affordability and Project Type	Proximity to Transit	Number of Spaces²
100% rental housing affordable to lower or very low income households ³	-	
Senior citizen housing development	With paratransit or within ½ mile of a fixed bus route ^{4,5}	0.5 space per dwelling unit
Special needs housing development		No parking required
Supportive housing development ⁶	-	No parking required
Other 100% rental housing affordable to lower or very low income households	Within ½ mile of a major transit stop ⁴	0.5 space per dwelling unit
At least 11% very low income housing set aside		0.5 space per bedroom
At least 20% lower income housing set aside		0.5 space per bedroom
Extremely low income dwelling units		No parking required for the extremely low income dwelling units only. ⁶
All other projects subject to Chapter 22.120	-	0-1 bedroom: 1 space per dwelling unit ⁷ 2-3 bedrooms: 1.5 spaces per dwelling unit ⁷ 4 or more bedrooms: 2.5 spaces per dwelling unit ⁷
Note:		
1. Except as specified otherwise, the use of parking ratios shown in this Table is subject to an Administrative Housing Permit (Section 22.166.040). The use of such ratios shall not be counted toward incentives provided in Section 22.120.050 (Affordable Housing).		
2. Except as specified otherwise, parking ratios shall apply to the entire project. Parking may be provided by tandem parking or uncovered parking, but not on-street parking. Parking is inclusive of guest and accessible parking spaces.		

TABLE 22.120.080-A: PARKING RATIOS¹		
Affordability and Project Type	Proximity to Transit	Number of Spaces²
3. All dwelling units, exclusive of the manager's unit or units, and inclusive of affordable housing set aside units, are for lower, very low, or extremely low income households.		
4. A project shall have unobstructed access to a major transit stop or fixed bus route, if a resident is able to access the major transit stop or fixed bus route without encountering natural or constructed impediments		
5. The fixed bus route shall operate at least eight times per day.		
6. The supportive housing development shall be restricted to the target population defined in section 50675.14(b)(3)(A) of the California Health and Safety Code.		
7. Alternatively, the standards in Table 22.112.070-A: Minimum Required Parking Spaces may be applied if they yield a lower total parking requirement.		

BE. Parking Reduction for Religious Institution Affiliated Housing Development Projects. Any religious institution affiliated housing development project shall be eligible for a reduction in parking requirements in accordance with section 65913.6 of the California Government Code.

1. Applicability. The parking reduction provided in this Subsection E applies if a project subject to this Section meets all of the following:

a. The project is located on one or more contiguous lots that are each owned, entirely, whether directly or through a wholly owned company or corporation, by a religious institution owned, controlled, operated, and maintained by a nonprofit religious corporation according to Part 4 of Division 2 of Title 1 of the California Corporations Code; and

b. The project is on a lot:

i. Where parking spaces required for a church, temple, or other place of worship are or would be located;

ii. Adjoining or adjacent to a religious institution-owned lot where parking spaces required for a church, temple, or other place of worship are or would be located; or

iii. Within one-tenth of a mile of a religious institution-owned lot where parking spaces required for a church, temple, or other place of worship are or would be located.

2. Reduction of Religious-Use Parking Spaces. A project subject to this Subsection E may propose to eliminate or reduce parking spaces required for a church, temple, or other place of worship if it meets all of the following:

a. The reduction does not exceed the following:

i. In the case of an existing church, temple, or other place of worship to be retained, 50 percent of the number of existing parking spaces at the time of complete application submittal; or

ii. In the case of a new church, temple, or other place of worship, 50 percent of the number of parking spaces that would be required pursuant to Chapter 22.112 (Parking); and

b. The remaining parking spaces for a church, temple, or other place of worship resulting from the reduction provided in this Subsection E.2 may count toward the number of parking spaces required in Subsection C, above, provided that a minimum of one parking space shall be provided for each principal dwelling unit. This minimum requirement does not apply if either of the following applies:

i. The project is located within one-half mile walking distance of either a high-quality transit corridor as defined in section 21155(b) of the California Public Resources Code or a major transit stop as defined in section 21064.3 of the California Public Resources Code; or

ii. There is a car share vehicle located within one block of the project site.

SECTION 42. Section 22.120.090 is hereby amended to read as follows:

22.120.090 Waivers or Reductions of Development Standards.

A. Except as specified otherwise, a project that is subject to this Chapter shall receive waivers or reductions of development standards, subject to an Administrative Housing Permit (Section 22.166.040), unless any of the findings specified in Section 22.166.040.C.1.b (Waiver or Reduction of Development Standards) are made, in which case a Discretionary Housing Permit (Section 22.166.050) application is required if an affordable housing set-aside is provided pursuant to ~~Table 22.120.050-A~~ Section 22.120.050 (Affordable Housing).

...

SECTION 43. Section 22.120.100 is hereby amended to read as follows:

22.120.100 Rules and Calculations.

A. Fractional Numbers. Except as specified otherwise, each ~~Each~~ calculation for density bonuses, affordable housing set-asides, and parking resulting in fractional numbers shall be rounded up to the next nearest whole number.

~~B. Baseline Dwelling Units.~~

~~1. When calculating the baseline dwelling units, the maximum allowable density permitted by the General Plan land use designation shall prevail and supersede any contrary provisions in this Title 22.~~

~~2. Baseline dwelling units do not include dwelling units permitted by a density bonus awarded or any other section in this Title 22 granting a greater density bonus.~~

GB. Affordable Housing Set-Aside.

1. Calculation. Except as specified otherwise, the affordable housing set-aside shall be calculated using the baseline number of principal dwelling units in a housing development inclusive of any existing principal dwelling units to remain and exclusive of a manager's unit or units any additional units awarded by a density bonus.

2. For Sale Only. An affordable Affordable-housing set-aside units in a common interest development or a single-family residential subdivision shall be for sale only if it is in a common interest development, or on a single-family residential fee-simple lot in a subdivision.

DC. Density Bonus.

1. Calculation. Except as specified otherwise, the density bonus shall be calculated using the baseline otherwise maximum number of principal dwelling units permitted, exclusive of a manager's unit or units, on contiguous parcels.

Notwithstanding any other contrary provisions in this Title 22 and for the purposes of this Chapter except Section 22.120.075 (Mobilehome Park Density Bonus), "otherwise maximum number of principal dwelling units permitted" means the greatest number of dwelling units permitted under the General Plan, or an applicable Area, Community, or

Neighborhood Plan, or this Title 22, including Specific Plans. If the maximum number of principal dwelling units permitted under this Title 22, including Specific Plans, is inconsistent with the maximum number of principal dwelling units permitted under the General Plan, or an applicable Area, Community, or Neighborhood Plan, the greater number shall prevail.

2. Smaller or No Density Bonus. An applicant can elect to accept a smaller or no density bonus.

3. No Density Bonus in 70 dB CNEL Noise Contour of Airport Influence Area. Notwithstanding any contrary provisions in this Chapter, a project shall not receive any density bonus, if ~~the project~~ any principal dwelling unit is located within the 70 or above decibel Community Noise Equivalent Level (dB CNEL) noise contour of an airport influence area.

4. Mixed Tenure Project. Where a project includes any combination of rental units, for-sale units in a common interest development, and for-sale single-family residences:

a. The number of density bonus units for each tenure shall be proportional to the number of affordable housing set-aside units for each tenure if the project is subject to Section 22.120.050 (Affordable Housing). The calculation of a proportional value shall not result in an overall increase in the number of density bonus units or affordable housing set-aside units in the project beyond those provided in Section 22.120.050 (Affordable Housing); and

b. The number of density bonus units for each tenure shall be proportional to the number of senior housing units for each tenure if the project is

subject to Section 22.120.060 (Senior Citizen Housing). The calculation of a proportional value shall not result in an overall increase in the number of density bonus units in the project beyond those provided in Section 22.120.060 (Senior Citizen Housing).

~~ED.~~ Not Cumulative. Except as specified otherwise, for ~~For~~ the purposes of this Chapter:

1. When more than one affordable housing set-aside income category applies, the density bonuses shall not be cumulative. The applicant may choose which affordable housing set-aside category shall be used for the purpose of calculating the density bonus; and

2. Where a project provides both affordable housing set-aside units and senior housing units, the density bonuses shall not be cumulative. The applicant may choose to request a density bonus, pursuant to Section 22.120.050 (Affordable Housing) or Section 22.120.060 (Senior Citizen Housing), but not both.

~~EE.~~ Contiguous Parcels. For the purposes of this Chapter, a Housing Permit application may only be filed for contiguous parcels.

F. Incentives and Waivers or Reductions of Development Standards.

Notwithstanding any contrary provisions in this Chapter:

1. Incentives for Mixed-Use Developments. Mixed-use developments shall not receive any incentives that would result in a commercial floor area ratio that is greater than two and a half times the premises' current allowed base zone commercial floor area ratio; and

2. Incentives and Waivers or Reductions of Development Standards in Altadena. Projects in the Lake Avenue Mixed Use “Center” Area in the Altadena Community Standards District, or on Fair Oaks Avenue within the perimeter of the Eaton Fire, shall not receive any incentives or waivers or reductions of development standards to modify any of the following development standards as related to pedestrian character:

- a. Section 22.320.070.A.4 (Entrances);
- b. Section 22.320.070.A.6 (Windows);
- c. Section 22.320.070.A.7 (Mechanical Equipment);
- d. Section 22.320.070.A.8.b (Exterior Lighting);
- e. Section 22.320.070.A.10.a (Parking Location);
- f. Section 22.320.070.A.10.b (Vehicle Access); or
- g. Section 22.320.090.D.4.c.vii (Pedestrian Character).

SECTION 44. Section 22.121.030 is hereby amended to read as follows:

22.121.030 Applicability.

Notwithstanding any contrary provisions in this Title 22, a housing development is subject to the provisions of this Chapter, in conjunction with Chapter 22.166 (Housing Permits), apply to if it is one of the following:

A. ~~Unless as specified otherwise in Subsection B, below, all housing developments, excluding mobilehome parks, and projects to substantially rehabilitate and convert an existing commercial building to residential uses or the substantial rehabilitation of an existing multi-family dwelling, as defined in section 65863.4(d) of the California Government Code, where the result of the rehabilitation would be a net~~

~~increase in available dwelling units, that meet all of the following~~ General. A housing development that meets all of the following:

1. It is not a mobilehome park;

2. It is a new construction, a substantial rehabilitation and conversion of an existing commercial building to residential uses, or a substantial rehabilitation of existing multi-family residences, where the result of the rehabilitation would be a net increase in available dwelling units;

13. It has ~~Has~~ at least five or more ~~baseline~~ principal dwelling units inclusive of any existing principal dwelling units to remain and exclusive of any additional units awarded by a density bonus;

24. It is ~~is~~ located in a submarket area and is not one of the following, with the following exceptions:

a. A rental ~~Rental~~ projects or a common interest development condominium projects located in the South Los Angeles or Antelope Valley submarket areas; or

b. A rental ~~Rental~~ projects located in the East Los Angeles/Gateway submarket area;

35. It is ~~is~~ not located within an area subject to an affordable housing requirement pursuant to a development agreement, specific plan, or local policy; and

6. It is not a housing development as described in Subsection B, below; or

B. All ~~Housing Element Sites.~~ A housing developments located on a lots that ~~are~~ is in the following:

1. The 2021-2029 Revised Housing Element as one of the following:

a. Nonvacant lot, identified to accommodate very low– or lower income ~~lower income~~ units in the Sites Inventory and included in the 2014-2021

Housing Element;

b. Vacant lot, identified to accommodate very low– or lower income ~~lower income~~ units in the Sites Inventory and included in both the 2008-2014 and the 2014-2021 Housing Elements; or

c. A site ~~Sites that are to be~~ rezoned to accommodate very low or lower income units; and

...

SECTION 45. Section 22.121.050 is hereby amended to read as follows:

22.121.050 Affordable Housing Set-Aside.

A. General Requirements. Projects that are subject to Section 22.121.030.A (General) shall provide the following affordable housing set-aside:

1. Rental Units. If the project consists of rental units, the affordable housing set-aside units shall be provided at an affordable rent, as described in Table 22.121.050-A, below.

TABLE 22.121.050-A: INCLUSIONARY HOUSING REQUIREMENTS FOR RENTAL PROJECTS			
Option	Affordability ¹	Required Set-aside	
		<u>Set-aside Projects with 5 to 14 Units²</u>	<u>Set-aside (Small projects) Projects with 15 or More Units²</u>
1	Average affordability ³ of 40% AMI or less	~~10%~~ <u>5%</u>	~~5%~~ <u>10%</u>
2	Average affordability ³ of 65% AMI or less	~~15%~~ <u>7%</u>	~~7%~~ <u>15%</u>

TABLE 22.121.050-A: INCLUSIONARY HOUSING REQUIREMENTS FOR RENTAL PROJECTS

Option	Affordability ¹	<u>Required Set-aside</u>	
		<u>Set-aside Projects with 5 to 14 Units²</u>	<u>Set-aside (Small projects) Projects with 15 or More Units²</u>
3	80% AMI or less	~~20%~~ <u>10%</u>	~~40%~~ <u>20%</u>

Notes:

- Units shall be set aside for acutely low, extremely low, very low, or lower income households.
- ~~Projects with less than 15 baseline~~ Units shall mean all principal dwelling units inclusive of any existing principal dwelling units to remain and exclusive of any additional units awarded by a density bonus.
- Calculations for the average affordability shall comply with Subsection C (Rules and Calculation), below.

2. ~~For-Sale Units sale.~~ If the project consists of for-sale units, the affordable housing set-aside units shall be provided at an affordable sale price, as described in Table 22.121.050-B, below.

TABLE 22.121.050-B: INCLUSIONARY HOUSING REQUIREMENTS FOR FOR-SALE PROJECTS

Submarket Area	Affordability ¹	<u>Required Set-aside</u>	
		<u>Set-aside Projects with 5 to 14 Units²</u>	<u>Set-aside (Small projects) Projects with 15 or More Units²</u>
Coastal South Los Angeles, South Los Angeles (excluding ~~condominiums common interest developments~~), East Los Angeles/Gateway	Average affordability ³ of 135% AMI or less	~~20%~~ <u>10%</u>	~~40%~~ <u>20%</u>
San Gabriel Valley		~~15%~~ <u>7%</u>	~~7%~~ <u>15%</u>
Santa Clarita Valley, Antelope Valley (excluding ~~condominiums common interest developments~~)		~~5%~~ <u>-</u>	~~-~~ <u>5%</u>

Notes:

TABLE 22.121.050-B: INCLUSIONARY HOUSING REQUIREMENTS FOR FOR-SALE PROJECTS

Submarket Area	Affordability ¹	Required Set-aside	
		Set-aside Projects with 5 to 14 Units ²	Set-aside (Small projects) Projects with 15 or More Units ²
1. Units shall be set aside for moderate or middle income households <u>and shall not be set aside for households of lower income or below.</u> 2. ~~Projects with less than 15 baseline~~ <u>Units shall mean all principal dwelling units inclusive of any existing principal dwelling units to remain and exclusive of any additional units awarded by a density bonus.</u> 3. Calculations for the average affordability shall comply with Subsection C (<u>Rules and Calculation</u>), below.			

B. Requirements on Housing Element Sites. Projects that are subject to Section 22.121.030.B (Housing Element Sites) shall provide a minimum of 20 percent affordable housing set-aside for ~~lower income~~ lower income households.

C. Rules and Calculation.

1. Inclusionary Housing Requirement.

a. General. The inclusionary housing requirement shall be calculated using the ~~baseline number of principal~~ dwelling units in the housing development inclusive of any existing principal dwelling units to remain and exclusive of ~~a manager's unit or units~~ any additional units awarded by a density bonus.

b. Mixed Tenure Project. Where a project includes any combination ~~consists of both~~ rental units, for-sale units in a common interest development, and ~~for-sale units~~ single-family residences, the inclusionary housing requirement shall apply to both rental and for-sale units. The inclusionary housing requirement for each tenure shall be calculated separately using the ~~baseline number of~~

principal dwelling units under each tenure, inclusive of any existing principal dwelling units to remain and exclusive of a manager's unit or units any additional units awarded by a density bonus, under each tenure.

c. Fractional Numbers. All calculations resulting in fractional numbers shall be rounded up to the next whole number.

d. For Sale Only. An affordable housing set-aside unit shall be for sale only if it is in a common interest development, or on a single-family residential fee-simple lot in a subdivision.

2. Density Bonus. The affordable housing set-aside units required in Chapter 22.120 (Density Bonus) may count toward the affordable housing set-aside units required in this Chapter, in which case such units shall be: provided on-site.

a. ~~Subject to Section 22.120.050.B.1 (Duration of Affordability);~~
and

b. ~~Provided on-site.~~

3. Affordable Housing Replacement. Affordable replacement units required, pursuant to Chapter 22.199 (Affordable Housing Replacement), may count toward the affordable housing set-aside units required in this Chapter, in which case such units shall be provided on-site.

4. Average Affordability. Average affordability is the sum of each dwelling unit set aside for acutely low income, extremely low income, very low income, lower income, moderate income, or middle income households multiplied by the income level, and divided by the total number of affordable housing set-aside units.

D. Comparability. The affordable housing set-aside units required in this Chapter shall be subject to the same requirements as for the affordable housing set-aside units provided in Section 22.120.050.B.2 (Comparability).

~~1. Affordable housing set-aside units shall have the same number of bedrooms as the non-set-aside dwelling units. In a project with a variety of bedroom counts per dwelling unit, the percentage of affordable set-aside dwelling units with a particular number of bedrooms shall be equal to the percentage of non-set-aside dwelling units with the same number of bedrooms.~~

~~2. The affordable housing set-aside units shall be indistinguishable from the non-set-aside units in terms of exterior and interior appearance and overall quality of construction. Where reasonable, interior finishes may consist of less expensive materials and equipment, provided they are new, durable, and of good quality.~~

~~3. Affordable housing set-aside units shall have comparable access to building amenities as other non-set-aside units.~~

~~4. Affordable housing set-aside units shall not be overly concentrated in one area of the project, and shall be reasonably distributed throughout the project.~~

~~5. Affordable housing set-aside units in a common interest development or a single-family residential subdivision shall be for sale only.~~

E. Duration of Affordability.

1. Rental Units. ~~Except as specified otherwise in this Chapter, the~~ The affordability term for a rental affordable housing set-aside units required in this Chapter shall be at least 99 years from the issuance of the final certificate of occupancy by

Public Works unless any of the following applies, in which case the affordability term shall be 55 years from the issuance of the final certificate of occupancy by Public Works: in perpetuity.

a. The affordable housing set-aside unit required in this Chapter counts toward the affordable housing set-aside units required in Section 22.128.200 (Supportive Housing Streamlining); or

b. The affordable housing set-aside unit required in this Chapter counts toward the affordable housing set-aside units required in Chapter 22.120 (Density Bonus) and will be financed with low income housing tax credits.

2. For-Sale Units sale. The initial sale of the affordable housing set-aside units shall be restricted to eligible buyers and shall require an equity-sharing agreement with the County, as described in Chapter 22.166 (Housing Permits). A for-sale affordable housing set-aside unit required in this Chapter shall be subject to the same requirements as for the for-sale affordable housing set-aside units provided in Section 22.120.050.B.1.b (For-Sale Units).

F. Location of Affordable Housing Set-Aside Units. The required affordable housing set-aside units shall be provided on-site, or off-site provided that:

1. The required affordable housing set-aside units shall be provided on-site, or off-site provided that:

4a. The required affordable housing set-aside units are not subject to Subsection B, above, or used to also satisfy the affordable housing replacement requirements set forth in Chapter 22.119 (Affordable Housing

Replacement) or the affordable housing set-aside requirements set forth in Chapter

22.120 (Density Bonus)-~~or Subsection B, above;~~

2b. The off-site lot ~~parcel~~ is located in an unincorporated area of the County and is one of the following:

ai. Located within one-quarter mile of the principal project;

bii. Located within an area designated as Highest, High, or Moderate Resource by the State Tax Credit Allocation Committee and State Department of Housing and Community Development. Where the principal project is also located in an area designated as Highest, High, or Moderate Resource, the off-site lot ~~parcel~~ shall be located in an area with the same or higher resource designation as the principal project;

ciii. Located within two miles of the principal project and in an area with known displacement risk based on evidence to the satisfaction of the Department; or

div. Developed as part of a community land trust;

3c. The off-site lot ~~parcel~~, its developable acreage, zoning and General Plan land use designation, is sufficient to permit the construction of the required set-aside units for the principal project;

4d. The required affordable housing set-aside units for the principal project shall not count toward the affordable housing set-aside units required on said off-site lot pursuant to this Chapter;

5e. The construction of the affordable housing set-aside units for the principal project does not result in units requiring replacement of the off-site lot, pursuant to Chapter 22.119 (Affordable Housing Replacement); and

6f. Where the applicant partners with a third-party developer for the provisions of the affordable housing set-aside units on the off-site lot:

a.i. The applicant shall submit a memorandum of understanding ("MOU") to the ~~Los Angeles County Development Authority ("LACDA")~~ for review prior to the approval of an Administrative Housing Permit (Section 22.166.040) application. The MOU shall include the agreed upon payment or compensation that the applicant will give to the partnering third-party developer to construct the set-aside units, with sworn affidavits from both parties;

b.ii. Upon approval of the Administrative Housing Permit (Section 22.166.040) application, the Director shall notify the Commission of said approval with the following:

- i.(a) The location of the off-site lot;
- ii.(b) The number of affordable housing set-aside units provided on the off-site lot;
- iii.(c) The household income levels assigned to such set-aside units;
- iv.(d) The sizes (square footage) and number of bedrooms of such set-aside units; and
- v.(e) A copy of the MOU between the applicant and the partnering third-party developer; and

eiii. The approval of the Administrative Housing Permit (Section 22.166.040) application may be called for review by the Commission pursuant to Chapter 22.240 (Appeals).

2. The affordable housing set-aside units required in this Chapter shall be subject to the same requirements as for the affordable housing set-aside units provided by Sections 22.120.050.B.3.b and 22.120.050.B.3.c (Location of Units).

...

H. Timing.

1. Income-restricted units provided pursuant to this Chapter, Chapter 22.119 (Affordable Housing Replacement), or Chapter 22.120 (Density Bonus) shall obtain permits and entitlements, including the building permits, and the certificates of occupancy, prior to or concurrently with any non-income-restricted units.

2. If the housing development is multi-phased, the requirements in this Subsection H shall apply to each phase of the development.

~~1. All permits and entitlements, including the building permits, for the affordable housing set-aside units shall be obtained prior to or concurrently with the permits and entitlements, including the building permits, for the non-set-aside units.~~

~~2. Where affordable housing set-aside units are provided off-site pursuant to Subsection F, above, such units shall obtain a certificate of occupancy from Public Works prior to the issuance of the final certificate of occupancy for the principal project.~~

SECTION 46. Section 22.121.060 is hereby amended to read as follows:

22.121.060 Incentive and Waiver or Reduction of Development

Standards.

A project with a ~~any~~ middle income ~~affordable housing~~ set-aside shall be eligible for one incentive and one waiver or reduction of ~~a~~ development standards, subject to the following:

A. The project is not eligible to receive any incentive or waiver or reduction of development standards provided in Chapter 22.120 (Density Bonus);

B. Incentive. The granting of an incentive pursuant to this Section is subject to the following:

1. An Administrative Housing Permit (Section 22.166.040), unless any of the findings specified in Section 22.166.040.C.1.a are made, in which case a Discretionary Housing Permit (Section 22.166.050) application is required; and

2. Said incentive shall not be used to request any density bonus or direct financial incentive, such as an exemption from, or a reduction in, the payment of any planning and zoning fees;

C. Waiver or Reduction of Development Standards. The granting of a waiver or reduction of development standards pursuant to this Section is subject to an Administrative Housing Permit (Section 22.166.040), unless any of the findings specified in Section 22.166.040.C.1.b are made, in which case a Discretionary Housing Permit (Section 22.166.050) application is required; and

D. The provisions set forth in Section 22.120.100.F (Incentives and Waivers or Reductions of Development Standards).

SECTION 47. Chapter 22.128 headings are hereby amended to read as follows:

Chapter 22.128 Supportive Housing.

Sections:

22.128.100 Supportive Housing.

22.128.200 Supportive Housing Streamlining ~~(Reserved)~~.

~~**22.128.210 Purpose.**~~

~~**22.128.220 Definitions.**~~

~~**22.128.230 Applicability.**~~

~~**22.128.240 Application Requirement.**~~

~~**22.128.250 Requirements.**~~

~~**22.128.260 Parking.**~~

~~**22.128.270 Reduced Number of Supportive Housing Units Due to Termination of Subsidy.**~~

SECTION 48. Section 22.128.200 is hereby amended to read as follows:

22.128.200 Supportive Housing Streamlining ~~(Reserved)~~.

A. Purpose. The purpose of this Section is to streamline permits for certain supportive housing projects, as set forth in sections 65650 through 65656 of the California Government Code, as amended, and to increase the production of lower income housing and supportive housing for persons experiencing homelessness.

B. Definitions. In addition to the specific terms defined in Division 2 (Definitions), “supportive housing” subject to this Section includes transitional housing

for youth and young adults, and nonresidential uses and administrative office space as provided in Subsection E.6, below.

C. Applicability. This Section applies where multi-family housing or mixed use developments are permitted.

D. Application Requirement. An Administrative Housing Permit (Section 22.166.040) and a Ministerial Site Plan Review (Chapter 22.186) are required for any supportive housing project subject to this Section.

E. Requirements. A supportive housing project subject to this Section shall comply with all of the following:

1. Objective Development Standards. Except as specified otherwise in this Subsection E, the project shall comply with all objective development standards applicable to other residential dwellings of the same type in the same zone;

2. Affordability. All principal dwelling units, exclusive of any manager's units and density bonus units, shall be restricted to lower income households. The rents in the project shall be set at an amount consistent with the rent limits stipulated by the public program providing financing for the project;

3. Supportive Housing Dwelling Units.

a. Minimum Number of Supportive Housing Dwelling Units.

i. If the project has 11 or fewer principal dwelling units, exclusive of any manager's units and density bonus units, all such units shall be restricted to supportive housing; and

ii. If the project has 12 or more principal dwelling units, exclusive of any manager's units and density bonus units, at least 25 percent of such

units or 12 such units, whichever is greater, shall be restricted to supportive housing;
and

b. Target Population. The dwelling units restricted to supportive housing shall be for the target population;

4. Duration. The term of the affordability and supportive housing restrictions and requirements, pursuant to Section 22.166.070 (Covenant and Agreement), shall be 55 years from the issuance of the final certificate of occupancy by Public Works;

5. Public Funding. The project shall be publicly funded, or the applicant shall have applied for, or shall intend to apply for, public funding;

6. Non-Residential Floor Area. The non-residential floor area of the project shall only be used for administrative office space and on-site supportive services that are limited to tenant use, including, without limitation, community rooms, case management offices, computer rooms, and community kitchens, as follows:

a. If the project has 20 or fewer principal dwelling units, exclusive of any manager's units and density bonus units, a minimum of 90 square feet of the floor area shall be designated for on-site supportive services;

b. If the project has 21 or more principal dwelling units, exclusive of any manager's units and density bonus units, a minimum of three percent of the total floor area shall be designated for on-site supportive services; and

c. No more than 25 percent of the total floor area shall be dedicated to administrative office space, which includes organizational headquarters or auxiliary office space utilized by a nonprofit organization for the purposes of providing

on-site supportive services, other nonprofit operations beyond the scope of the corresponding project, and parking necessary to serve the office space.

7. Supportive Services Plan. The project shall submit documentation of a supportive services plan, which includes without limitation, the entity providing supportive services, the supportive services funding source, and supportive services staffing levels, subject to Section 22.166.040 (Administrative Housing Permit);

8. Dwelling Unit Facilities. All principal dwelling units, exclusive of any manager's units, shall include at least one bathroom and a kitchen or other cooking facilities, including at minimum, a stovetop, a sink, and a refrigerator;

9. Replacement Dwelling Units. The project shall provide affordable housing replacement units pursuant to Chapter 22.119 (Affordable Housing Replacement), if applicable; and

10. Covenant and Agreement. A covenant and agreement shall be recorded pursuant to Section 22.166.070 (Covenant and Agreement).

F. Parking. Unless a lesser number of parking spaces is required by Chapter 22.112 (Parking) or Section 22.120.080 (Parking), no parking shall be required for the supportive housing units, if the project is located within one-half mile of a public transit stop. For the purposes of this Subsection F, "public transit stop" includes any existing rail station, and 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. Measurements for the frequency of the bus service may include multiple bus lines.

G. Reduced Number of Supportive Housing Units Due to Termination of Subsidy. Notwithstanding any contrary provision of this Section, the Director, in consultation with the Executive Director of the LACDA, shall, at the request of the project owner, reduce the number of supportive housing units in an operating project, if the number of residents living in the supportive housing units decreased as the result of the termination of a project-based rental assistance or operating subsidy through no fault of the project owner. An Administrative Housing Permit (Section 22.166.040) application is required for such a request, provided that the project owner submits the following:

1. A request to the Director to reduce the number of supportive housing units six months prior to termination of the project-based rental assistance or operating subsidy; and

2. Documentation demonstrating that:

a. The owner has made good faith efforts to find other sources of financial support;

b. Any change in the number of supportive housing units is restricted to the minimum necessary to maintain project financial feasibility; and

c. Any change to the occupancy of the supportive housing units is made in a manner that minimizes tenant disruption and only upon the vacancy of any supportive housing units.

SECTION 49. Section 22.128.210 is hereby deleted in its entirety.

~~22.128.210~~ Purpose.

SECTION 50. Section 22.128.220 is hereby deleted in its entirety.

~~22.128.220~~ ~~Definitions.~~

SECTION 51. Section 22.128.230 is hereby deleted in its entirety.

~~22.128.230~~ ~~Applicability.~~

SECTION 52. Section 22.128.240 is hereby deleted in its entirety.

~~22.128.240~~ ~~Application Requirement.~~

SECTION 53. Section 22.128.250 is hereby deleted in its entirety.

~~22.128.250~~ ~~Requirements.~~

SECTION 54. Section 22.128.260 is hereby deleted in its entirety.

~~22.128.260~~ ~~Parking.~~

SECTION 55. Section 22.128.270 is hereby deleted in its entirety.

~~22.128.270~~ ~~Reduced Number of Supportive Housing Units Due to Termination of Subsidy.~~

SECTION 56. Chapter 22.130 headings are hereby amended to read as follows:

Chapter 22.130 Transitional Housing.

Sections:

22.130.100 Transitional Housing.

22.130.200 Motel Conversions, Permanent-(Reserved).

~~22.130.210~~ ~~Purpose.~~

~~22.130.220~~ ~~Definitions.~~

~~22.130.230~~ ~~Applicability.~~

~~22.130.240~~ ~~Application Requirement.~~

~~22.130.250~~ ~~Requirements.~~

~~**22.130.260**~~ ~~**Reduced Number of Transitional Housing Units Due to Termination of Subsidy.**~~

SECTION 57. Section 22.130.200 is hereby amended to read as follows:

22.130.200 Motel Conversions, Permanent (Reserved).

A. Purpose. The purpose of this Section is to streamline permits for certain permanent conversions of existing, legally-built hotels, motels, and youth hostels to transitional housing, thereby increasing the production of lower income and transitional housing for persons experiencing homelessness.

B. Definitions. Specific terms used in this Section are defined in Division 2 (Definitions).

C. Applicability. This Section shall apply to all zones where permitted.

D. Application Requirement. An Administrative Housing Permit (Section 22.166.040) and a Ministerial Site Plan Review (Chapter 22.186) are required for any permanent motel conversion subject to this Section.

E. Requirements. Notwithstanding any contrary provision of this Title 22, the permanent conversion of an existing hotel, motel, or youth hostel to transitional housing, subject to this Section, shall comply with all of the following:

1. Residential Use. The project shall be consistent with Section 22.130.100 (Transitional Housing);

2. Affordability. All dwelling units, exclusive of any manager's units, shall be provided at an affordable rent for lower income households. If the project receives financing provided by a public program, the rents in the project shall be set at an amount consistent with the rent limits stipulated by the public program;

3. Transitional Housing Dwelling Units. All dwelling units, exclusive of any manager's units, shall be restricted to transitional housing. The number of transitional housing units shall be at least equal to the number of hotel, motel, or youth hostel rooms, except where a reduction in the number of rooms is necessary to create common areas and supportive services spaces required in this Section;

4. Target Population. All dwelling units, exclusive of any manager's units, shall be restricted to the target population;

5. Duration.

a. Except as specified in Subsection E.5.b, below, the term of the affordability and transitional housing restrictions and requirements, pursuant to Section 22.166.070 (Covenant and Agreement), shall be at least 99 years from the issuance of the final certificate of occupancy by Public Works; and

b. If an affordable housing set-aside unit required in this Section counts toward the affordable housing set-aside unit required in Chapter 22.120 (Density Bonus) and will be financed with low income housing tax credits, the affordability term shall be 55 years from the issuance of the final certificate of occupancy by Public Works;

6. Supportive Services. Projects are subject to Sections 22.128.200.E.6 (Supportive Services), 22.128.200.E.7 (Supportive Services Plan), and 22.128.200.E.8 (Dwelling Unit Facilities); and

7. Covenant and Agreement. A covenant and agreement shall be recorded, pursuant to Section 22.166.070 (Covenant and Agreement).

F. Reduced Number of Transitional Housing Units Due to Termination of Subsidy. Notwithstanding any contrary provision of this Section, the Director, in consultation with the Executive Director of the LACDA, shall, at the request of the project owner, reduce the number of transitional housing units in an operating project, if the operating subsidy for the project is terminated through no fault of the project owner. An Administrative Housing Permit (Section 22.166.040) application is required for such a request, provided that the project owner submits the following:

1. A request to the Director to reduce the number of transitional housing units six months prior to termination of the operating subsidy; and
2. Documentation demonstrating that:
 - a. The owner has made good faith efforts to find other sources of financial support;
 - b. Any change in the number of transitional housing units is restricted to the minimum necessary to maintain project financial feasibility; and
 - c. Any change to the occupancy of the transitional housing units is made in a manner that minimizes tenant disruption and only upon the vacancy of any transitional housing units.

SECTION 58. Section 22.130.210 is hereby deleted in its entirety.

~~22.130.210~~ Purpose.

SECTION 59. Section 22.130.220 is hereby deleted in its entirety.

~~22.130.220~~ Definitions.

SECTION 60. Section 22.130.230 is hereby deleted in its entirety.

~~22.130.230~~ Applicability.

SECTION 61. Section 22.130.240 is hereby deleted in its entirety.

~~**22.130.240 Application Requirement.**~~

SECTION 62. Section 22.130.250 is hereby deleted in its entirety.

~~**22.130.250 Requirements.**~~

SECTION 63. Section 22.130.260 is hereby deleted in its entirety.

~~**22.130.260 Reduced Number of Transitional Housing Units Due to Termination of Subsidy.**~~

SECTION 64. Section 22.140.170 is hereby amended to read as follows:

22.140.170 Density-Controlled Developments.

...

C. Required Standards. In approving a Conditional Use Permit (Chapter 22.158) application for density-controlled development, the Commission or Hearing Officer shall impose the following standards. The standards in this Subsection C may not be modified unless a Variance (Chapter 22.194) application is granted:

...

3. Dwelling Unit Type. All dwelling units shall be single-family residences on fee-simple lots or multiple detached units on a lot, unless a townhouse development is permitted pursuant to the base zone, requested, and approved.

...

SECTION 65. Section 22.140.230 is hereby amended to read as follows:

22.140.230 Farmworker Housing.

...

E. Application Requirements for Zones R-3 and R-4.

1. Ministerial Site Plan Review. A Ministerial Site Plan Review

(Chapter 22.186) application is required for a farmworker housing complex that consists of any of the following housing types as defined in Division 2 (Definitions):

a. In Zone R-3:

i. An apartment house;

ii. A two-family residence; or

iii. Multiple detached dwelling units on a lot, which may

also be subject to a tentative, final or parcel map if the farmworker housing complex is a lease project as defined in Section 21.08.090 (Lease Project) of Title 21 (Subdivisions);

or

i. ~~Does not exceed the maximum density pursuant to Section 22.02.050.B.2 (Maximum) or Section 22.06.020 (Suffixes to Zoning Symbols);~~

and

ii. ~~Consists of any of the following housing types:~~

~~(1) An apartment house;~~

~~(2) A two-family residence; or~~

~~(3) Multiple detached residential units on one lot,~~

~~each unit of which complies with Subsections B through E of Section 22.140.580~~

~~(Single-Family Residences), subject to any applicable requirements of the Subdivision~~

~~Map Act in Section 66410 et seq., of the California Government Code, or Title 21~~

~~(Subdivisions) of the County Code, regarding a lease project subdivision; or~~

b. In Zone R-4: In addition to the housing types listed in Subsection E.1.a, above, a farmworker housing complex may also consist of a rooming or boarding house.

i. ~~Does not exceed the maximum density pursuant to Section 22.02.050.B.2 (Maximum) or Section 22.06.020 (Suffixes to Zoning Symbols);~~
and

ii. ~~In addition to the housing types listed in Subsection E.1.a.ii, above, a farmworker housing complex may also consist of a rooming or boarding house; or~~

...

SECTION 66. Section 22.140.290 is hereby amended to read as follows:

22.140.290 Home-Based Occupations.

...

C. Development Standards. Home-based occupations shall comply with the following standards:

...

5. Only one home-based occupation is permitted per principal dwelling unit.

...

SECTION 67. Section 22.140.320 is hereby amended to read as follows:

22.140.320 Joint Live and Work Units.

...

G. Development Standards.

...

2. Zone Specific Development Standards.

a. Zones C-H, C-1, C-2, C-3, and C-M. Section 22.140.350.A.5
6-(Development Standards) shall apply to joint live and work units in Zones C-H, C-1, C-
2, C-3, and C-M.

...

SECTION 68. Section 22.140.350 is hereby amended to read as follows:

22.140.350 Mixed Use Development in Commercial Zones.

A. Mixed Use Development in Zones C-H, C-1, C-2, C-3, and C-M.

...

3. Application Requirements.

...

c. Modification.

i. The requirements in ~~this Subsections~~ A.5
(Development Standards) and A.6 (Performance Standards), below, may be modified
upon approval of a Conditional Use Permit (Chapter 22.158) application.

ii. Notwithstanding Subsection A.3.c.i, above, the
development standards specified in Subsection A.65, below, may be waived, reduced,
or modified in accordance with Chapter 22.120 (Density Bonus) or Chapter 22.121
(Inclusionary Housing), subject to an Administrative Housing Permit (Section
22.166.040), in which case Subsection A.3.a, above, also applies if the mixed use
development is on a lot that meets the locational criteria specified in Note 18 of Table

22.20.030-B (Principal Use Regulations for Commercial Zones) in Zones C-H, C-1, C-2, and C-3.

4. Prohibited Uses. Notwithstanding the uses otherwise permitted in the zone, the following uses are prohibited in the commercial component of a mixed use development, as listed in Table 22.140.350-A, below.

TABLE 22.140.350-A: PROHIBITED USES	
...	
Industrial Uses—Food Processing	
Candy and confectioneries	Ice cream
Fruit and vegetable juices, excluding the use of carbonization	Wineries
<u>Lodging</u>	
<u>Hotels</u>	<u>Youth hostels</u>
<u>Motels</u>	
...	

5. Development Standards. The following development standards shall apply:

a. Minimum Floor Area for Residential Use. At least two-thirds of the square footage of the mixed use development shall be designated for residential use. For the purpose of this Subsection A.6-5.a:

...

SECTION 69. Section 22.140.360 is hereby amended to read as follows:

22.140.360 Mixed Use Developments in Zone MXD-RU.

...

D. Performance Standards. The performance standards set forth in Section 22.140.350.A.6-7 (Performance Standards) shall apply to all mixed use developments in Zone MXD-RU.

E. Covenant and Agreement. The requirement of a covenant and agreement set forth in Section 22.140.350.A.7-8 (Covenant and Agreement) shall apply to all mixed use developments in Zone MXD-RU.

F. Prohibited Uses. For any commercial component of a mixed use development in Zone MXD-RU, in addition to prohibited uses for commercial components of mixed use developments in Section 22.140.350.A.4-5 (Prohibited Uses), the uses listed in Table 22.140.360-A shall be prohibited:

...

SECTION 70. Section 22.140.580 is hereby amended to read as follows:

22.140.580 Single-Family Residences.

A. Applicability.

1. This Section applies to single-family residences in all zones where permitted.
2. In Zone O-S, a single-family residence may be developed only as an accessory use to a farm or ranch as a principal use, with the approval of a Conditional Use Permit (Chapter 22.158) application.

~~B. Minimum Building Width.~~

~~1. Required Width. A single-family residence shall be not less than 20 feet wide.~~

~~2. Exception to Required Width. Notwithstanding Subsection B.1, above:~~

~~a. A single-family residence may be a minimum of 18 feet wide, if the lot is less than 26 feet in width.~~

~~b. To allow for flexibility and creativity of design, a single-family residence may be less than 20 feet wide, but not less than 12 feet wide, if the floor area, exclusive of accessory structures, is at least 900 square feet and the side or sides oriented toward a public street, highway, or parkway have a dimension of at least 20 feet.~~

~~3. Additions. Additions to a single-family residence are not restricted in width.~~

~~C. Minimum Floor Area. A single-family residence shall have a floor area of not less than 800 square feet.~~

~~DB. Roof and Exterior Siding Materials.~~

~~...~~

3. Metal roof and exterior siding materials with a factory-applied surface coating are permitted if in compliance with Subsection ~~DB~~.4, below. Factory-applied surface coatings include "baked on" enamel, powder coating, or other similar permanent coating applied to the roof or siding materials by the manufacturer; and;

~~...~~

~~EC. Modification.~~

1. **Applicability.** Except as specified in Chapter 22.120 (Density Bonus), Chapter 22.121 (Inclusionary Housing), or Chapter 22.166 (Housing Permits), the requirements in Subsections ~~B through D~~, above, may be modified upon approval of a Minor Conditional Use Permit (Chapter 22.160) application or a Conditional Use Permit (Chapter 22.158) application for the zones that require such Conditional Use Permit, subject to Subsection ~~EC~~.2, below.

...

~~FD~~. Additional Standards for Zones C-RU and MXD-RU. In Zones C-RU and MXD-RU, the following additional standards shall apply:

...

~~GE~~. Additional Standards for Zones C-H, C-1, C-2, C-3, C-M, and C-R. In Zones C-H, C-1, C-2, C-3, C-M, and C-R, single-family residences shall comply with the following standards:

...

4. **Modifications.** Except as specified in Chapter 22.120 (Density Bonus), Chapter 22.121 (Inclusionary Housing), or Chapter 22.166 (Housing Permits), development standards listed in this Subsection ~~GE~~ may be modified with a Conditional Use Permit (Chapter 22.158) application subject to Subsection ~~EC~~.2, above.

SECTION 71. Section 22.140.585 is hereby amended to read as follows:

22.140.585 Single-Family Residences on Compact Lots.

...

F. **Development Standards.** Development of single-family residences on compact lots shall comply with the following development standards:

...

3. Single-Family Residence Standards. ~~Sections 22.140.585.B (Minimum Building Width) and 22.140.585.C (Minimum Floor Area)~~ Section 22.140.580.B (Roof and Exterior Siding Materials) shall not apply to single-family residences on compact lots.

...

SECTION 72. Section 22.140.600 is hereby amended to read as follows:

22.140.600 Townhouses.

...

B. Development Standards.

...

2. ~~Number of Townhouses~~ Principal Dwelling Units. The Commission or Hearing Officer shall specify the maximum number of townhouses principal dwelling units that may be ~~are~~ confined within a single building ~~shall be specified as part of the approval. In the absence of a specified number, not more than six townhouses shall be so placed.~~ Unless modified per Subsection B.4, below, in no event shall the principal dwelling unit count exceed six per building.

3. Distance Between Buildings or Structures. The required distance between buildings or structures shall be specified as part of the approval. ~~In the absence of a specified number~~ Unless modified per Subsection B.4, below, the distance between buildings or structures in a townhouse development shall be the same as those provided in Section 22.110.050 (Distance Between Buildings) ~~not be less than 10 feet.~~

...

SECTION 73. Section 22.140.640 is hereby amended to read as follows:

22.140.640 Accessory Dwelling Units and Junior Accessory

Dwelling Units.

...

D. Review and Decision.

1. General. Within 15 business days of receiving an application for an accessory dwelling unit or junior accessory dwelling unit, a written determination, including a list of deficiencies, shall be provided to the applicant if the application is not complete. If this determination is not provided, the application shall be deemed complete. A decision on an application for an accessory dwelling unit or a junior accessory dwelling unit shall be made within 60 days of submittal of a the date the application is determined to be complete application.

...

4. If an application for an accessory dwelling unit or junior accessory dwelling unit is denied, a full set of comments shall be returned to the applicant within the time period described in Subsections D.1 through D.3, above, with a list of items that are defective or deficient and a description of how the applicant can be remedied by the applicant.

5. Appeals.

a. Applicability. Notwithstanding Section 22.226.040 (Decision), an applicant may appeal, in writing, the Director's decision on an application

for accessory dwelling units or a junior accessory dwelling unit if the application is one of the following:

i. Determined to be incomplete; or

ii. Denied.

b. Appeal Body. The Appeal Body shall be the Commission.

c. Filing.

i. Time Limit. An appeal shall be filed with the Commission within 14 days of the Director's decision. If the last day to file an appeal falls on a non-business day for the Department, then the appeal period shall extend to the next business day.

ii. Fee. The applicant shall pay a processing fee in accordance with Section 22.240.050.B.1 (Applicant Appeal of Decision) when filing an appeal.

d. Process. The Commission shall provide a final written determination on the appeal within 60 business days after the date the written appeal was received, subject to the following:

i. Consideration of Complete Record. The Commission shall consider the complete record, which includes but is not limited to:

(a) The same application, plans, and materials that were the subject of the original decision;

(b) The record of the original decision, all admitted exhibits and plans, all rejected exhibits and plans, and any other written evidence in possession of the Director; and

(c) Any additional documentation received or issued after the original decision and before the appeal;

ii. Testimony. The Commission shall hear testimony of the applicant and any other interested party at the appeal hearing;

iii. Decision. The Commission shall affirm or reverse the original decision. When a decision is reversed, the Commission shall state the specific reasons for reversal;

iv. Notice of Action. The secretary or clerk of the Commission shall mail the notice of decision in compliance with Section 22.222.220 (Notice of Action) after the final decision is made; and

v. Effective Date of Decision. The Commission's decision on the appeal shall be final and effective on the date of decision and shall not be subject to further administrative appeal.

E. Maximum Number of Accessory Dwelling Units and Junior Accessory Dwelling Units. Table 22.140.640-A, below, identifies the maximum number of accessory dwelling units and junior accessory dwelling units permitted on a lot:

TABLE 22.140.640-A: MAXIMUM NUMBER OF ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS PERMITTED ON A LOT		
Principal Use on a Lot	Maximum Number	
	Accessory Dwelling Units	Junior Accessory Dwelling Units
One proposed or existing single-family residence in any zone	1 attached to or within a single-family residence or accessory structure; and 1 detached from residences	1

TABLE 22.140.640-A: MAXIMUM NUMBER OF ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS PERMITTED ON A LOT		
Principal Use on a Lot	Maximum Number	
	Accessory Dwelling Units	Junior Accessory Dwelling Units
that allows residential use		
Any proposed or existing multi-family residence in any zone that allows residential use	25 percent of principal dwelling units attached to or within existing residential building(s); ¹ and 2-8 detached from residences residential buildings, provided that the total number of detached accessory dwelling units does not exceed the number of principal dwelling units	-
Note: 1. When the calculation results in a fractional number, the result shall be rounded up to the nearest whole number. These accessory dwelling units may include, but are not limited to, conversions of habitable or unhabitable space or additions to residences.		

...

G. Accessory Dwelling Unit Development Standards. The development standards in this Subsection apply to any accessory dwelling unit not described by Subsection H, below.

1. Accessory Dwelling Units.

...

d. Parking.

...

ii. Parking Within Very High Fire Hazard Severity Zones.

...

(2) When a garage, carport, ~~or~~ covered parking structure, or uncovered parking space is demolished in conjunction with the construction

of an accessory dwelling unit or converted into an accessory dwelling unit, no replacement parking shall be required for the accessory dwelling unit or single-family or multi-family residence.

...

H. Development Standards – State-Exempt Accessory Dwelling Units.

1. The following accessory dwelling units shall be permitted, subject only to the following development standards:

...

b. On a lot with an ~~proposed~~ existing multi-family residence:

i. A minimum of one accessory dwelling unit and maximum of 25 percent of the existing number of dwelling units, if the accessory dwelling unit(s) are proposed within the portions of existing multi-family residences that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, and each accessory dwelling unit complies with State building standards for dwelling units.

ii. A maximum of ~~two~~ eight detached accessory dwelling units ~~is on a lot with an existing or proposed multi-family residence, provided~~ that the total number of detached accessory dwelling units does not exceed the number of principal dwelling units and each accessory dwelling unit has four-foot side and rear yard setbacks, a maximum height as provided in Subsections G.1.b.iii.1 to G.1.b.iii.3, and a maximum size as provided in Subsection G.1.a.ii.a, above.

c. On a lot with a proposed multi-family residence:

i. A maximum of two detached accessory dwelling units, provided each accessory dwelling unit has four-foot side and rear yard setbacks, a maximum height as provided in Subsections G.1.b.iii.1 to G.1.b.iii.3, and a maximum size as provided in Subsection G.1.a.ii.a, above.

2. Junior Accessory Dwelling Units.

...

e. Covenant Requirement for Junior Accessory Dwelling Unit.

The owner shall record a covenant in a form prescribed by the County, which shall run with the land for the benefit of the County and provide for the following:

...

iii. A requirement that, if the junior accessory dwelling unit shares sanitation facilities with the single-family residence, either the remaining portion of the single-family residence or the junior accessory dwelling unit must be the owner's bona fide principal residence, unless the owner is a governmental agency, land trust, or housing organization.

f. Owner Occupancy. If a property contains a junior accessory dwelling unit that shares sanitation facilities with the single-family residence, either the single-family residence or junior accessory dwelling unit shall be the principal residence of at least one legal owner of the lot, as evidenced at the time of approval of the junior accessory dwelling unit by appropriate documents of title and residency, unless the property is owned by a governmental agency, land trust, A junior accessory dwelling unit that shares sanitation facilities with the single-family residence is not permitted on a lot owned by a corporate entity.

...

SECTION 74. Section 22.140.660 is hereby amended to read as follows:

22.140.660 Motel Conversions, Temporary.

...

E. Requirements.

1. Transitional Housing. Notwithstanding other Title 22 requirements, the temporary conversion of certain existing, legally-built hotels, motels, and youth hostels to transitional housing, pursuant to this Section, shall comply with the following:

a. Residential Use. Transitional housing shall be considered a residential use, subject to only those restrictions that apply to other residential dwellings of the same type in the same zone.

b. Affordability. All dwelling units, exclusive of any manager's unit(s), shall be provided at an affordable rent for restricted to lower income households. If the project receives financing provided by a public program, the rents in the project shall be set at an amount consistent with the rent limits stipulated by the public program.

...

SECTION 75. Section 22.166.040 is hereby amended to read as follows:

22.166.040 Administrative Housing Permit.

A. Review Authority. ~~The Director is the Review Authority for an Administrative Housing Permit application, except when a discretionary or legislative application is filed concurrently with an application for an Administrative Housing Permit, in which case the Hearing Officer, the Commission, or the Board is the Review Authority for the Administrative Housing Permit.~~

1. The Director is the Review Authority for an Administrative Housing Permit application.

2. Notwithstanding Subsection A.1, above, when a discretionary or legislative application is filed concurrently with an Administrative Housing Permit application:

a. The Hearing Officer, the Commission, or the Board is the Review Authority for the Administrative Housing Permit application; and

b. The action of the Hearing Officer, the Commission, or the Board on the Administrative Housing Permit application is ministerial.

B. Application and Review Procedures.

...

2. Fees. When an Administrative Housing Permit application is filed, it shall be accompanied by the required filing fee, as shown in Table 22.250.010-A (Filing Fee Schedule) in Section 22.250.010 (Filing Fees and Deposits), except as specified otherwise in Sections 22.250.020.B (Fee Exemption and Reductions for Affordable Housing) or 22.250.020.D (Fee Exemption for Existing Mobilehome Parks).

~~a. When an Administrative Housing Permit application is filed, it shall be accompanied by the required filing fee, as shown in Table 22.250.010-A (Filing Fee Schedule), or as specified otherwise in Subsections B (Fee Exemption and Reductions for Affordable Housing) or D (Fee Exemption for Mobilehome Parks) of Section 22.250.020.~~

3. Additional Application and Review Procedures. In addition to the ministerial process set forth in this Section, an application for an Administrative Housing Permit shall be subject to the following:

- a. The application shall be in compliance with Section 22.222.060 (Multiple Applications), if applicable;
- b. The application shall be in compliance with Subsections A, B, and D of Section 22.222.070 (Application Filing and Withdrawal);
- c. The application shall be in compliance with Section 22.222.090 (Initial Application Review); and
- d. ~~Projects subject to Section 22.128.200 (Supportive Housing Streamlining).~~ For projects subject to Section 22.128.200 (Supportive Housing Streamlining), the The applicant shall be notified whether the application is deemed complete within 30 days of receipt of the application.

C. Findings and Decision.

1. Denial Findings. An application that meets all the requirements for an Administrative Housing Permit shall be approved, unless any of the following is found based on substantial evidence:

- a. Incentive. When an incentive is requested:
 - i. The incentive does not result in identifiable and actual cost reductions to provide for affordable housing costs or affordable rents for the income-restricted units;
 - ii. The incentive would have a specific adverse impact upon public health and safety, ~~or the physical environment,~~ or on any real property that

is listed in the California Register of Historical Resources, or the incentive would have a specific adverse impact for which there is a no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the housing development unaffordable to acutely low, extremely low, very low, lower, or moderate income households; or

...

b. Waiver or Reduction of Development Standards. When a waiver or reduction of development standards is requested:

i. The development standard for which the applicant is requesting a waiver or reduction does not physically preclude the construction of the project at the densities or with the incentives permitted by Chapter 22.120 (Density Bonus);

ii. The waiver or reduction would have a specific adverse impact upon public health and safety, ~~or the physical environment~~, or any real property that is listed in the California Register of Historical Resources, or the waiver or reduction would have a specific adverse impact for which there is a no feasible method to satisfactorily mitigate or avoid the specific adverse impact; or

...

c. Additional Incentive for Child Care Facility. When an additional incentive for the provision of a child care facility is requested:

i. The additional incentive for a child care facility significantly does not contribute to the economic feasibility of the construction of the child care facility;

ii. The additional incentive would have a specific adverse impact upon public health and safety, ~~or the physical environment~~, or on any real property that is listed in the California Register of Historical Resources, or the incentive would have a specific adverse impact for which there is a no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the housing development unaffordable to acutely low, extremely low, very low, lower, or moderate income households; or

...

d2. Reduced Number of Supportive or Transitional Housing Units. An application for an Administrative Housing Permit shall be approved ~~W~~when a reduced of number of supportive or transitional housing units due to a subsidy termination is requested, pursuant to Section 22.128.270 ~~182-280~~ (Reduced Number of Supportive Housing Units Due to Termination of Subsidy), Section 22.130.260 (Reduced Number of Transitional Housing Units Due to Termination of Subsidy), or Section 22.140.660.E.1.i (Reduced Number of Transitional Housing Units Due to Termination of Subsidy), subject to all of the following findings:

ia. The owner has made efforts to find other sources of financial support;

iib. Any change in the number of supportive service units is restricted to the minimum necessary to maintain project financial feasibility; and

iiic. Any change to the occupancy of the supportive housing units is made in a manner that minimizes tenant disruption and only upon the vacancy of any supportive housing units.

23. Permit Processing Time. Where no concurrent consideration is conducted for a discretionary or legislative application, ~~a decision on an Administrative Housing Permit shall be made within the following time period:~~

a. A decision on an Administrative Housing Permit shall be made within the following time period:

i. Within 90 days of complete application submittal, if the project contains 150 or fewer dwelling units, including dwelling units permitted by any density bonus awarded; ~~or~~

ii. Within 180 days of complete application submittal, if the project contains more than 150 dwelling units, including dwelling units permitted by any density bonus awarded;

iii. For ~~P~~projects subject to Section 22.128.200 (Supportive Housing Streamlining);

i.(1) Within 60 days of complete application submittal ~~after the application is deemed complete~~, if the project contains 50 or fewer units, including dwelling units permitted by any density bonus awarded; or

ii.(2) Within 120 days of complete application submittal ~~after the application is deemed complete~~, if the project contains more than 50 units, including dwelling units permitted by any density bonus; or

div. Within 120 days of complete application submittal ~~after the application is deemed complete~~ for transitional housing projects, subject to Section 22.130.200 (Motel Conversions, Permanent) or Section 22.140.660 (Motel Conversions, Temporary).

b. If the applicant requests a delay in writing for projects subject to Subsections C.3.a.i, C.3.a.ii, and C.3.a.iv., above, the time period shall be tolled for the period of the delay.

34. Covenant and Monitoring Fees Required. The Review Authority, in approving an application for an Administrative Housing Permit, shall require the applicant to enter into and record a covenant and agreement with the County, as described in Section 22.166.070 (Covenant and Agreement), to ensure the ~~affordability, age restrictions, transitional housing restrictions, and/or supportive housing restrictions,~~ continuing availability of income-restricted units, transitional housing restricted units, supportive housing restricted units, age-restricted units, or child care facilities, and where applicable, require a monitoring fee, pursuant to ~~Subsection~~ Section 22.250.010.B.3.b (Housing Permit Monitoring Fees) ~~of Section 22.250.010.~~

4-5. Not Appealable. The Review Authority's decision on an Administrative Housing Permit is final and is not subject to Chapter 22.240 (Appeals).

...

E. Effective Date of Permit.

...

2. Notwithstanding Subsection E.1, above, when a discretionary application is considered concurrently with an Administrative Housing Permit:

...

c. Where a discretionary application decision is timely appealed to, or called for review by an Appeal Body ~~the Board~~, the Administrative

Housing Permit shall be effective the date of decision by the Appeal Body ~~Board~~ of such appeal or review.

...

SECTION 76. Section 22.166.050 is hereby amended to read as follows:

22.166.050 Discretionary Housing Permit.

A. Application and Review Procedures.

1. Application Checklist. The application shall contain all of the materials required by the Discretionary Housing Permit Checklist.

2. Fees. When a Discretionary Housing Permit application is filed, it shall be accompanied by the required filing fee, as shown in Table 22.250.010-A (Filing Fee Schedule in Section 22.250.010 (Filing Fees and Deposits), except as specified otherwise in Section 22.250.020.B (Fee Exemption and Reductions for Affordable Housing).

~~a. When a Discretionary Housing Permit application is filed, it shall be accompanied by the required filing fee, as shown in Table 22.250.010-A (Filing Fee Schedule), or as specified otherwise in Subsection B (Fee Exemption and Reductions for Affordable Housing) of Section 22.250.020, subject to Chapter 22.120 (Density Bonus).~~

~~b. The Director shall refer the application to the LACDA for review, pursuant to this Chapter, and the applicant shall pay directly to the LACDA the Housing Permit Evaluation Fee, as described in Subsection B.3.a of Section 22.250.010.~~

...

SECTION 77. Section 22.166.070 is hereby amended to read as follows:

22.166.070 Covenant and Agreement.

A. General. Except as specified otherwise, all projects subject to this Chapter shall have a covenant and agreement, acceptable to the LACDA, recorded by the applicant with the Registrar-Recorder/County Clerk, subject to the following:

1. Subdivision Development. No final map shall be cleared for recordation prior to the covenant recordation; and

2. Non-Subdivision Development. No building permit shall be issued prior to the covenant recordation.

AB. Affordable Housing. A covenant and agreement, acceptable to the LACDA, shall be recorded by the applicant with the Registrar-Recorder/County Clerk to shall ensure the continuing availability of income-restricted units, and as applicable, transitional housing restricted units, supportive housing restricted units, age-restricted units, and child care facilities, in compliance with this Chapter, Chapter 22.119 (Affordable Housing Replacement), Chapter 22.120 (Density Bonus), Chapter 22.121 (Inclusionary Housing), Section 22.128.200 (Supportive Housing Streamlining), Section 22.130.200 (Motel Conversions, Permanent), and Section 22.140.660 (Motel Conversions, Temporary). All Housing Permits without a covenant and agreement that are recorded within 180 days of the Housing Permit effective date shall be null and void. No building permit shall be issued prior to the covenant recordation.

...

3. For-Sale Income-Restricted Units. When income-restricted units are for-sale dwelling units, the covenant and agreement shall also include owner requirements related to the following and subject to the LACDA's review and approval:

a. Policies and procedures to restrict the ~~initial~~-sale to eligible buyers, including but not limited to: provisions for owner compliance with the creation of an affirmative marketing plan and advertising on the Los Angeles County Housing Resource Center website (or any similar or replacement County database or website, as applicable); a home buyer selection plan with applicant qualification criteria; the rules and procedures for qualifying buyers; and, where applicable, establishment of affordable housing costs and affordable sales prices;

b. Provisions restricting the income-restricted units to be owner-occupied;

c. Provisions requiring owners to comply with monitoring procedures, as described in Section 22.166.080 (Monitoring of Affordable Housing); and

d. Provisions restricting the ~~initial~~-sale to eligible buyers, ~~including and requiring equity sharing with the County that states the following terms~~ where applicable:

i. If the initial sale of a dwelling unit is to an income-qualified household, equity sharing with the County is required as follows:

i.(1) Upon resale, the seller of the dwelling unit shall retain the value of any improvements, the down payment, and the seller's proportionate share of appreciation;

~~ii.~~(2) The seller's proportionate share of appreciation shall be the total appreciation, minus the County's proportionate share of appreciation;

~~iii.~~(3) Upon resale, the County shall recapture any initial subsidy and receive the County's proportionate share of appreciation;

~~iv.~~(4) The County's proportionate share of appreciation shall be equal to the ratio of the initial subsidy to the fair market value of the ~~home~~-dwelling unit at the time of initial sale;

~~v.~~(5) The County's initial subsidy shall be equal to the fair market value of the ~~home~~-dwelling unit at the time of initial sale minus the sum of the initial sale price, ~~plus~~ and the amount of any ~~down payment~~ downpayment assistance or mortgage assistance. If upon resale the fair market value is lower than the initial fair market value, then the value at the time of the resale shall be used as the initial fair market value;

~~vi.~~(6) The County, or a County-designated agency, ~~or a qualified nonprofit~~ shall maintain right of first refusal on the dwelling unit for the purpose of sale ~~or rental to eligible~~ income-qualified households; and

~~vii.~~(7) All County equity-sharing proceeds shall be used within five years for any of the purposes described in section 33334.2(e) of the California Health and Safety Code that promote affordable home ownership.

~~eii.~~ Notwithstanding Subsection ~~A.3.d~~ B.3.d.i., above, if the income-restricted units are part of a community land trust, the community land trust shall maintain equity in sales of the income-restricted units to qualifying households.

iii. If an income-restricted unit is purchased by a qualified nonprofit housing corporation, the purchase shall be made pursuant to a recorded contract that satisfies all requirements in section 402.1(a)(10) of the California Revenue and Taxation Code, and includes all of the following:

(1) An affordability restriction on the sale and conveyance of the dwelling unit ensuring that the dwelling unit will be income-restricted for at least 45 years and will be sold or resold only to income-qualified households;

(2) A repurchase option that requires a subsequent purchaser of the dwelling unit, at the time of resale, to offer the qualified nonprofit housing corporation the right to repurchase the dwelling unit prior to selling or conveying that dwelling unit to any other purchaser; and

(3) An agreement between the County and the qualified nonprofit housing corporation in which the qualified nonprofit housing corporation would retain the initial subsidy and its proportionate share of appreciation provided that all of the proceeds are used to promote homeownership for lower income households within the unincorporated County.

4. Age-Restricted Units. When a housing development subject to this Subsection AB includes age-restricted units, the covenant and agreement shall include provisions to ensure the age restrictions of the income-restricted units in accordance with section 51.3 of the California Civil Code.

5. Child Care Facilities. When a housing development subject to this Subsection AB includes a child care facility, the covenant and agreement shall also

include the following to ensure compliance with subsections (A) and (B) of section 65915(h)(2) of the California Government Code:

...

c. The minimum required percentage of children of acutely low, extremely low, very low, lower, or moderate income households who attend the child care facility, which shall be equal to or greater than the percentage of dwelling units that are required for acutely low, extremely low, very low, lower, or moderate income households, pursuant to Subsection D (Additional Density Bonus or Incentive for Child Care Facility) of Section 22.120.050.

6. Transitional Housing and Supportive Housing. When a housing development subject to this Subsection AB is subject to Section 22.128.200 (Supportive Housing Streamlining) or is a transitional housing project subject to Section 22.130.200 (Motel Conversions, Permanent) or Section 22.140.660 (Motel Conversions, Temporary), the covenant and agreement shall also include:

...

BC. Senior Citizen Housing. A covenant and agreement, ~~acceptable to the LACDA, shall be recorded by the applicant with the Registrar-Recorder/County Clerk to~~ shall ensure the continuing availability of senior citizen housing, in compliance with this Chapter and Chapter 22.120 (Density Bonus). The covenant and agreement shall contain remedies for violations of the covenant and agreement and of this Section. The ~~covenant and agreement shall be recorded within 30 days of the Housing Permit effective date.~~

D. Modified Language. The applicant for a Housing Permit may request a modification to the standard language of a covenant and agreement, subject to review and approval by the LACDA.

~~EE.~~ Release of the Covenant and Agreement. ~~The A~~ covenant and agreement shall terminate and cease to be in effect, should the associated Housing Permit be terminated, pursuant to ~~Subsection~~ Sections 22.166.040.G (Termination) of Section 22.166.040 and or Subsection 22.166.050.E (Termination) of Section 22.166.050.

SECTION 78. Section 22.172.020 is hereby amended to read as follows:

22.172.020 Regulations Applicable.

Except as specified otherwise, the following regulations shall apply to all nonconforming uses and to all buildings or structures nonconforming due to density, use and/or standards as specified herein:

A. Continuation. A nonconforming use or a building or structure nonconforming due to density, use, and/or standards may be continuously maintained provided there is no alteration, enlargement, or addition to any building or structure; no increase in occupant load; nor any enlargement of area, space, or volume occupied by or devoted to such use, except as otherwise provided in this Title 22.

B. Additions to a Nonconforming Use or a Building or Structure Nonconforming Due to Density, Use, and/or Standards. This Section does not authorize the extension, expansion, or enlargement of the area of land or the area within a building or structure devoted to a nonconforming use, or the alteration, enlargement of, or addition to a building or structure nonconforming due to density, use, and/or standards, or permit the addition of land, buildings, or structures used in conjunction

with a nonconforming use or a building or structure nonconforming due to density, use,
and/or standards except:

1. To the extent required by a subsequently enacted or subsequently adopted law, ordinance, or regulation, and the Director so finds. Such additions as are permitted by this Subsection B shall not be construed to extend the termination date of the subject nonconforming use, or a building or a structure nonconforming due to use.

2. Additions may be made to a building containing any dwelling unit nonconforming due to density, use, and/or standards ~~which is designed for and used as a residence without requiring any additional parking space or driveway paving;~~
~~provided that~~ subject to the following where applicable: such additions neither increase the number of dwelling units in such structure, nor occupy the only portion of an area which can be used for required parking space or access thereto.

a. Such additions do not increase the number of dwelling units in such building;

b. Where such additions require the demolition of any existing parking spaces or access thereto, the same number of parking spaces and access thereto shall be replaced unless fewer parking spaces are required pursuant to Chapter 22.112 (Parking); and

c. Such additions shall not occupy the only portion of an area which can be used for required parking space or access thereto where one of the following applies:

i. The building is designed and used exclusively for multi-family housing; or

ii. The building contains commercial and residential uses, and such additions only expand the residential portion of the building.

C. Additions to a Building or Structure Nonconforming Due to Standards.

Additions may be made to a building or structure nonconforming due to standards which is not in violation of any provisions of this Title 22 and is nonconforming only because it does not meet the following standards of development as provided herein:

...

3. Parking facilities including width of access and paving, improvement, number of spaces, and landscaping of parking areas; provided, that parking spaces for such addition, increase in occupant load or expansion shall be developed pursuant to the provisions of Chapter 22.112 (Parking) if the addition is not subject to Subsection B.2, above. Such addition or expansion shall not occupy the only portion of an area which can be used for the required parking space or access thereto. Where the number of parking spaces provided prior to such addition is sufficient to comply with said Chapter 22.112 after such expansion, the existing development of such parking facilities shall be deemed to comply with this Subsection C.

...

F. Buildings or structures, for which a valid building permit has been issued prior to the effective date, or operative date where later, of the ordinance codified or General Plan adopted herein, or any amendments thereto, making such building or structure nonconforming due to density, use, and/or standards, may be completed and used in accordance with the provisions of this Title 22, provided:

...

G. Repair of Damaged or Partially Destroyed Buildings or Structures

Nonconforming Due to Density, Use, or Standards. Any building or structure nonconforming due to density, use, or standards which is damaged or partially destroyed may be restored to the condition in which it was immediately prior to the occurrence of such damage or destruction, provided:

1. That the cost of reconstruction does not exceed 100 percent of the total market value of the building or structure if the building or structure contains any dwelling unit, or 50 percent of the total market value of the building or structure for all other buildings or structures, as determined by:

...

L. The provisions of this Section shall not be construed to extend the termination date of such nonconforming uses, buildings, and structures.

~~L~~M. Notwithstanding the other provisions of this Chapter 22.172, an accessory dwelling unit or junior accessory dwelling unit in compliance with Section 22.140.640 (Accessory Dwelling Units and Junior Accessory Dwelling Units) may be developed on a lot containing a single-family or multi-family residence nonconforming due to density, use and/or standards so long as a residential use is permitted or conditionally permitted in the zone in which the single-family or multi-family residence is located.

SECTION 79. The Sections headings for Chapter 22.182 are hereby amended to read as follows:

Sections:

...

22.182.030 Applicability.

<u>22.182.035</u>	<u>Review Authority.</u>
22.182.040	Application and Review Procedures.
22.182.050	Findings and Decisions.
22.182.060	<u>Conditions of Approval Covenant and Agreement.</u>
22.182.070	Effective Date of Decision
22.182.080	<u>Appeals Reserved.</u>
22.182.090	Expiration of Reasonable Accommodation.
<u>22.182.100</u>	<u>Post-Decision Actions and Regulations</u>

SECTION 80. Section 22.182.010 is hereby amended to read as follows:

22.182.010 Purpose.

This Chapter implements part of the County's Housing Element in its General Plan and provides a ministerial process for reviewing requests for Reasonable Accommodations by procedure for individuals with disabilities to request Reasonable Accommodations, consistent with pursuant to the federal Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act, ~~as those Acts are amended from time to time including any subsequent amendments thereto~~. The sole intent of this Chapter is to ensure that individuals with disabilities have an equal opportunity to use and enjoy housing by allowing an accommodation or accommodations with respect to certain County regulations, policies, procedures, and standards if said accommodation or accommodations are both reasonable and necessary to provide such equal opportunity without compromising the County's commitment to protecting community character and environmental quality.

SECTION 81. Section 22.182.030 is hereby amended to read as follows:

22.182.030 Applicability.

A. This Chapter shall apply to all requirements of this Title 22 as well as all other regulations, policies, procedures, and standards regulated by the Department.

B. Any individual with a disability, someone acting on their behalf, or a provider or developer of housing for individuals with disabilities, desiring to obtain a Reasonable Accommodation in connection with a residential use pursuant to ~~accordance with this Chapter shall file an application with the Director~~ in accordance with Section 22.182.040 (Application and Review Procedures).

SECTION 82. Section 22.182.035 is hereby added to read as follows:

22.182.035 Review Authority.

A. The Director is the Review Authority for a Request for a Reasonable Accommodation.

B. Notwithstanding Subsection A, above, where a discretionary or legislative application is filed concurrently with a Request for a Reasonable Accommodation:

1. The Hearing Officer, the Commission, or the Board is the Review Authority for the Request for a Reasonable Accommodation; and

2. The action of the Hearing Officer, the Commission, or the Board on the Request for a Reasonable Accommodation is ministerial.

SECTION 83. Section 22.182.040 is hereby amended to read as follows:

22.182.040 Application and Review Procedures.

...

B. Additional Application Materials. In addition to Subsection A, above, the Director may request additional information as the Director deems reasonably

necessary where such request is consistent with the above-identified state and federal acts and the privacy rights of the individual with a disability.

C. Application and Review Procedures. In addition to the ministerial process set forth in this Chapter, an application for a Request for a Reasonable Accommodation shall be subject to the following:

1. ~~Multiple applications~~ The application shall be in compliance with Section 22.222.060 (Multiple Applications), if applicable:-

2. ~~Application filing and withdrawal~~ The application shall be in compliance with Subsections A, B, and D of Section 22.222.070 (Application Filing and Withdrawal):-

3. An applicant requesting a Reasonable Accommodation shall not be required to pay the County Environmental Assessment fee if the project that is the subject of said request qualifies for either a categorical exemption or statutory exemption under CEQA:- and

4. ~~Initial application review~~ The application shall be in compliance with Section 22.222.090 (Initial Application Review).

SECTION 84. Section 22.182.050 is hereby amended to read as follows:

22.182.050 Findings and Decision.

A. ~~Required Findings of the Director.~~ Denial Findings. The Review Authority shall approve a Request for a Reasonable Accommodation, unless any of the following is found:

1. ~~Where an application for a Request for a Reasonable Accommodation is sought in connection with a residential use for which no concurrent~~

~~application for entitlement under Title 21 (Subdivision) or this Title 22 is required, the~~
Director shall grant the request based upon the following findings:

a~~1~~. The requested accommodation is not intended to be used by an individual with a disability who resides or will reside on the property;

b~~2~~. The requested accommodation is not necessary to afford an individual with a disability equal opportunity to use and enjoy a residential use;

c~~3~~. The requested accommodation will ~~not~~ impose an undue financial or administrative burden on the County; ~~and or~~

d~~4~~. The requested accommodation will ~~not~~ require a fundamental alteration in the nature of the land use and zoning programs of the County.

2. ~~The Director shall deny the application for a Request for a Reasonable Accommodation where the findings set forth in Subsection A.1, above, cannot be substantiated, and shall make written findings to that effect.~~

3B. Removal. The Review Authority, in approving a Request for a Any Reasonable Accommodation, approval shall include the requirement require that such accommodation to be removed when it is no longer necessary for the original purpose granted, unless in the reasonable discretion of the Director the Review Authority determines that such accommodation it is so physically integrated into the property or the improvements thereon that the cost or effort to remove it would create an unreasonable hardship.

B. ~~Commission or Hearing Officer Review Where Concurrent. When an application for a Request for Reasonable Accommodation is filed in conjunction with an application for a permit, variance, or any other discretionary land use entitlement as~~

~~provided by Title 21 (Subdivisions) or this Title 22, the Commission or Hearing Officer shall grant or deny the application for a Request for a Reasonable Accommodation concurrently with the decision rendered for such permit, variance, or other discretionary land use entitlement, and shall make findings addressing the criteria set forth in Subsection A, above.~~

C. Covenant and Agreement.

1. The Review Authority, in approving a Request for a Reasonable Accommodation, may require the applicant to enter into and record a covenant and agreement with the County, as described in Section 22.182.060 (Covenant and Agreement), if one of the following applies:

a. The accommodation is so physically integrated into the property or the improvements thereon that the cost or effort to remove it would create an unreasonable hardship; or

b. The accommodation is temporary.

2. The Review Authority, in approving a Request for a Reasonable Accommodation, may specify the deadline for the recordation of the covenant and agreement. In no event shall the Reasonable Accommodation be used prior to the recordation of the covenant and agreement.

D. Not Appealable. The Review Authority's decision on a Request for a Reasonable Accommodation is final and is not subject to Chapter 22.240 (Appeals).

E. Notice of Action.

1. Issuance. A notice of action on a Request for a Reasonable Accommodation shall be issued in the form of a letter or in the form of a stamp,

signature, or other official notation or documentation on the site plan, or on Exhibit "A,"
as described in Section 22.222.240 (Documentation, Scope of Approval, and Exhibit
"A") where a discretionary or legislative application is considered concurrently, subject
to the following: ~~The Commission, Hearing Officer, or Director, as applicable, shall~~
~~notify the applicant by mail of the action taken on an application for Reasonable~~
~~Accommodation. Said notice shall include the required findings.~~

a. Decision by the Director Where No Concurrent Application.

Where no concurrent application is filed, the Director shall issue the notice ~~Notice of~~
~~action on applications considered by the Director pursuant to Subsection A, above,~~
~~shall be issued within 30 days of the date of the complete application submittal, or~~
~~within an extended period as mutually agreed upon, in writing, by the applicant and~~
~~the Director.~~ ~~In addition to the applicant, a copy of the notice of action by the Director~~
~~shall be provided by mail to the property owner, owners of all property abutting the~~
~~exterior boundaries of the subject property in each direction, and owners of the closest~~
~~inhabited property to the subject property if the abutting property in such direction is~~
~~uninhabited.~~

b. Decision by the Director with Concurrent Application.

Where a ministerial application is filed concurrently, the Director shall issue the notice
of action on the Request for a Reasonable Accommodation at the same time as the
Director's decision on the concurrent ministerial application; and

~~b.c.~~ Decision by the Hearing Officer, the Commission, or the

Board. Where a discretionary or legislative application is filed concurrently, the
Hearing Officer, the Commission, or the Board shall issue the notice ~~Notice of action on~~

the Request for a Reasonable Accommodation applications considered by the Commission or Hearing Officer in conjunction with another land use entitlement application pursuant to Subsection B, above, shall be provided at the same time as along with the notice of action on the concurrent discretionary or legislative application as required by Section 22.222.220 (Notice of Action). decision such other entitlement in accordance with the requirements for such other entitlement. In addition to any other persons required to receive notice of an action on the related entitlement application, a copy of the notice of action shall also be provided by mail to the property owner, owners of all property abutting the subject property, and owners of the closest inhabited property to the subject property in each direction if the abutting property in such direction is uninhabited.

2. The notice of action shall include notice of the right to appeal, as set forth in Section 22.182.080 (Appeals). Delivery. The Director shall mail the notice of action to the applicant, which includes the following:

a. Action taken on the Request for a Reasonable Accommodation;

b. Denial findings required in Subsection A, above, if applicable;

c. A requirement that the accommodation shall be removed pursuant to Subsection B, above, if applicable;

d. A requirement that a covenant and agreement shall be recorded pursuant to Subsection C, above, if applicable; and

e. A statement informing the applicant that the decision is not
appealable pursuant to Subsection D, above.

SECTION 85. Section 22.182.060 is hereby amended to read as follows:

22.182.060 Conditions of Approval Covenant and Agreement.

~~A. Recorded Agreement.~~

~~1. The Commission, Hearing Officer, or Director may require the applicant to record, with the Registrar-Recorder/County Clerk, an agreement that the Reasonable Accommodation granted will be maintained in accordance with the terms of the Reasonable Accommodation and this Chapter as a covenant running with the land for the benefit of the County in those instances described in Subsection A.2, below. The recorded agreement shall also provide that any violation thereof shall be subject to the enforcement procedures of Chapter 22.242 (Enforcement Procedures). The recorded agreement shall also be in compliance with Section 22.222.260 (Performance Guarantee and Covenant).~~

~~2. The Commission, Hearing Officer, or Director may require the recorded agreement described in Subsection A.1, above, if:~~

~~a. The accommodation is physically integrated on the property and cannot feasibly be removed or altered, and the structure would otherwise be subject to Chapter 22.236 (Modification or Elimination of Conditional Use Permit Conditions); or~~

~~b. The accommodation is temporary and required to be discontinued if no longer maintained in compliance with this Chapter.~~

A. Where applicable, a covenant and agreement, required pursuant to
Section 22.182.050.C (Covenant and Agreement), shall be recorded by the applicant

with the Registrar-Recorder/County Clerk. The covenant and agreement shall include, but not be limited to, the following:

1. Duration of the accommodation;
2. Terms of the grant, including provisions regulating the maintenance or the removal of the accommodation; and
3. Provisions requiring that any violation thereof shall be subject to the enforcement procedures of Chapter 22.242 (Enforcement Procedures).

3B. Release of the Covenant and Agreement. ~~The Commission, Hearing Officer, or Director may authorize termination of the agreement to maintain the Reasonable Accommodation described in Subsection A.1, above, after making written findings that the lot is in compliance with all applicable land use and zoning regulations.~~

1. The permittee or the property owner may submit a written request to the Director to terminate or release a recorded covenant and agreement if the accommodation is no longer necessary for the original purpose granted.

2. The Director shall authorize the termination or release of the recorded covenant and agreement after making written findings that the subject property complies with all applicable land use and zoning regulations upon removal of the accommodation.

4.3. The property owner is required to record the termination or release of any the recorded covenant and agreement with the Registrar-Recorder/County Clerk provided by this Subsection A.

SECTION 86. Section 22.182.070 is hereby amended to read as follows:

22.182.070 Effective Date of Decision.

~~The Director's determination on a Request for a Reasonable Accommodation becomes effective on the 30th day following the Director's mailing of the notice of action. The decision by the Commission or Hearing Officer made in conjunction with another land use entitlements application becomes final on the latest date such related entitlements becomes effective.~~

A. The decision on a Request for a Reasonable Accommodation shall become effective the date the notice of action is issued pursuant to Section 22.182.050.E (Notice of Action).

B. Notwithstanding Subsection A, above, where a discretionary or legislative application is considered concurrently:

1. The decision on a Request for a Reasonable Accommodation shall become effective on the 15th day following the date of the decision on the concurrent application, unless an appeal of the decision on the concurrent application is timely filed, or an Appeal Body calls for review of the concurrent application decision, pursuant to Section 22.222.230 (Effective Date of Decision and Appeals) and Chapter 22.240 (Appeals);

2. Notwithstanding Subsection B.1, above, where the discretionary application is a tentative map, parcel map, or request for parcel map waiver, the decision on a Request for a Reasonable Accommodation shall become effective on the first day after the expiration of the appeal period established by section 66452.5 of the California Government Code, as set forth in Section 21.56.010 (Procedures - Submittal and Determination) of Title 21 of the County Code, unless an appeal of the

decision on the tentative map, parcel map, or request for parcel map waiver is timely filed, pursuant to Section 21.56.010 (Procedures - Submittal and Determination) of Title 21 of the County Code; and

3. Where the discretionary application decision is timely appealed to, or called for review by an Appeal Body, the decision on a Request for a Reasonable Accommodation shall become effective on the date of decision by the Appeal Body of such appeal or review.

SECTION 87. Section 22.182.080 is hereby deleted in its entirety and amended to read as follows:

22.182.080 ~~**Appeals Reserved.**~~

SECTION 88. Section 22.182.090 is hereby amended to read as follows:

22.182.090 **Expiration of Reasonable Accommodation.**

A. A Reasonable Accommodation which is not used within the time specified in the notice of action or, if no time is specified, within two years after the date of grant of the Reasonable Accommodation, shall expire and be of no further effect, except that:

...

2. In the case of a Reasonable Accommodation granted concurrently and in conjunction with an associated entitlement that requires a discretionary or legislative action ~~another land use entitlement~~, the Hearing Officer, the Commission, or Hearing Officer the Board may extend the time to use it to correspond with any extensions granted for the use of ~~such related~~ the associated entitlements.

...

C. A Reasonable Accommodation shall automatically cease to be of any further force and effect if the use for which such accommodation was granted has ceased or has been suspended for a consecutive period of two or more years and may be required to be physically removed in accordance with Section 22.182.050.B
(Removal)A-3.

SECTION 89. Section 22.182.100 is hereby deleted in its entirety.

~~**22.182.100**~~ ~~**Post-Decision Actions and Regulations.**~~

SECTION 90. Section 22.194.020 is hereby amended to read as follows:

22.194.020 **Applicability.**

A variance may be granted to permit modification of the following where mandated by this Title 22:

A. Building line setbacks, yards, open space, and buffer areas.

B. Height, lot coverage, ~~density~~, and bulk regulations.

...

SECTION 91. Section 22.250.010 is hereby amended to read as follows:

22.250.010 **Filing Fees and Deposits.**

A. For the purpose of defraying the expense involved with any application or petition required or authorized by this Title 22, the following fees, as provided in Table 22.250.010-A, below, shall accompany the application or petition. Table 22.250.010-A may be referred to as the Filing Fee Schedule.

TABLE 22.250.010-A: FILING FEE SCHEDULE		
...		

TABLE 22.250.010-A: FILING FEE SCHEDULE		
Historic District Nomination	Application	\$13,083
Housing Permit	Administrative	\$3,437
	Discretionary	\$4,906
...		
Rebuild Letter		\$497
...		
Variance	Application	\$14,399
	Time extension	\$1,913
Yard Modification	~~Including Reasonable Accommodation~~	\$3,215
...		

B. Additional Fees.

...

3. ~~Housing Permits~~ LACDA. In addition to the required filing fees in Subsection A, above, an applicant for a Housing Permit (Chapter 22.166) shall pay directly to the LACDA the following fees and deposits, except as specified otherwise by State law:

a. Covenant and Agreement. Any fees or deposits required by the LACDA associated with the preparation of a covenant and agreement as required in Section 22.166.070 (Covenant and Agreement); and ~~Housing Permit Evaluation Fee~~. The applicant shall pay directly to the LACDA a one-time fee in the amount of \$2,379 for the LACDA's review of a Housing Permit (Chapter 22.166) application.

b. Housing Permit Monitoring Fees. Any fees or deposits required by the LACDA to defray the ongoing monitoring costs to ensure the continuing availability of income-restricted units, transitional housing restricted units, supportive housing restricted units, age-restricted units, or child care facilities. ~~The applicant for an approved Housing Permit (Chapter 22.166) shall be required to pay monitoring fees directly to the LACDA, as follows:~~

i. ~~An amount equal to \$170 × 55 years per unit of the rental affordable housing set aside, except that for housing developments with more than 10 affordable housing set aside units, the fee shall be the same amount as a housing development with 10 affordable housing set aside units. The fee may be paid annually or capitalized as a one-time lump sum payment, as approved by the LACDA;~~

ii. ~~A one-time lump sum in the amount of \$2,934 per unit of the for-sale affordable housing set aside;~~

iii. ~~One-time lump sum payments shall be made prior to covenant and agreement recordation. Annual payments require execution of a fee schedule with the LACDA; and~~

iv. ~~Such fees shall be deposited into a LACDA account from which costs shall be deducted by the LACDA to defray the ongoing monitoring costs.~~

...

SECTION 92. Section 22.250.020 is hereby amended to read as follows:

22.250.020 Fee Waivers, Exemptions, and Reductions.

...

B. Fee Exemption and Reduction for Affordable Housing. An applicant for a Housing Permit (Chapter 22.166) may request an exemption from, or a reduction in, the payment of any planning and zoning fees or deposits, if a housing development provides income-restricted units, pursuant to Chapter 22.120 (Density Bonus), Chapter 22.121 (Inclusionary Housing), Section 22.128.200 (Supportive Housing Streamlining), Section 22.130.200 (Motel Conversions, Permanent), or Section 22.140.660 (Motel Conversions, Temporary) subject to the following:

1. Fee Exemption. Request for a fee exemption shall be granted, if the housing development consists solely of dwelling units, exclusive of a manager's unit or units, that are affordable to acutely low, extremely low, very low, lower, or moderate income households.

...

D. Fee Exemption for Existing Mobilehome Parks. An applicant who seeks to continue the operation of an existing legally established ~~for a mobilehome park~~ may request an exemption from the payment of the fees or deposits provided in Section 22.250.010 (Filing Fees and Deposits) incurred by the Department, provided that no expansion or enlargement is proposed. This Subsection D does not authorize any exemption from, or reduction in, the payment of fees or deposits incurred by other County departments or agencies.

SECTION 93. Section 22.256.040 is hereby amended to read as follows:

22.256.040 Temporary Housing.

Notwithstanding any contrary provisions in this Title 22, temporary housing shall be permitted, subject to the following standards:

A. Temporary housing shall be limited to the following eligible dwelling units:
a single-family residence, an accessory dwelling unit, a caretaker's residence, or a
single-family residence for a farmworkers dwelling unit.

...

SECTION 94. The Sections headings for Chapter 22.268 are hereby
amended to read as follows:

22.268.010 **Applicability.**

22.268.020 **~~Amount~~ Fee Rates.**

22.268.030 **~~Calculation~~ Annual Fee Rates Update.**

22.268.040 **~~Timing of Payment~~ Use of Fees.**

22.268.050 **~~Annual Fee Update.~~**

22.268.060 **~~Use of Fees.~~**

SECTION 95. Section 22.268.010 is hereby amended to read as follows:

22.268.010 **Applicability.**

This Section applies to projects eligible to pay an affordable housing replacement
fee pursuant to Section 21.16.100.C.2 (Affordable Housing Replacement Fee) of Title
21 and Section 22.119.0560.EC (Affordable Housing Replacement Fee).

SECTION 96. Section 22.268.020 is hereby amended to read as follows:

22.268.020 **~~Amount~~ Fee Rates.**

A. ~~The amount shall be the applicable replacement fee per square foot~~
~~multiplied by the gross floor area of the units requiring replacement. If the square~~
~~footage of the units requiring replacement is not known, a per-unit fee shall apply.~~

~~B. The fees shall be applied by submarket area, as defined in Section 22.14.010.A under "Affordable housing and senior citizen housing" and in accordance with Table 22.268.020-A.~~

Table 22.268.020-A, below, identifies the rates used to calculate the amount of an affordable housing replacement fee pursuant to Section 21.16.100.C.2 (Affordable Housing Replacement Fee) of Title 21 and Section 22.119.060.C (Affordable Housing Replacement Fee).

TABLE 22.268.020-A: AFFORDABLE HOUSING REPLACEMENT FEES		
Effective March 1, 2025		
Submarket Area ¹	~~Fee Rate~~ Per Square Foot of Gross Building Area	~~Fee Rate~~ Per Unit
...		
<u>Notes:</u> 1. As defined in Section 22.14.010 under "Affordable housing and senior citizen housing."		

SECTION 97. Section 22.268.030 is hereby amended to read as follows:

22.268.030 ~~Calculation~~ Annual Fee Rates Update.

~~The replacement fee shall be calculated using the effective rate on the date the complete permit application for the principal project is submitted to the Department.~~

The Director shall administratively update the rates in Table 22.268.020-A of Section 22.268.020 (Fee Rates) annually based on the increase in the Construction Costs Index (CCI) published by Engineering News Record for Los Angeles, or a similar construction industry index selected by the Department in the event the CCI is discontinued.

SECTION 98. Section 22.268.040 is hereby amended to read as follows:

22.268.040 ~~Timing of Payment~~ Use of Fees.

A. ~~_____ If no discretionary approval is associated with the project, the replacement fee shall be due and payable prior to approval of the principal project by the Department.~~

B. ~~_____ If the project requires a discretionary approval other than a land division, the replacement fee shall be due and payable concurrently with fees submitted pursuant to Section 22.222.260.B (Performance Guarantee and Covenant).~~

C. ~~_____ If the project is a land division, the replacement fee shall be due and payable with final map submittal, pursuant to Section 21.44.050 (Materials required for submittal) in Title 21 (Subdivisions).~~

Fees collected pursuant to this Chapter shall be used by the County, a County-designated agency, or a qualified nonprofit for any of the purposes described in section 33334.2(e) of the California Health and Safety Code within three years of collection. Such funds shall be expended within the unincorporated areas, with priority given to the same submarket area of the project.

SECTION 99. Section 22.268.050 is hereby deleted in its entirety.

~~22.268.050 _____ Annual Fee Update.~~

SECTION 100. Section 22.268.060 is hereby deleted in its entirety.

~~22.268.060 _____ Use of Fees.~~

SECTION 101. Section 22.300.020 is hereby amended to read as follows:

22.300.020 Application of Planning Area Standards Districts and Community Standards Districts to Property.

...

C. Modifications Authorized. Development Standards specified in this Division 10 may be modified subject to Chapter 22.160 (Conditional Use Permits, Minor) except where the project is subject to:

1. Chapter 22.158 (Conditional Use Permits);
2. Chapter 22.166 (Housing Permits);
3. Chapter 22.176 (Minor Parking Deviation);
4. Chapter 22.178 (Parking Permit); or
5. Other modification procedures specified in this Division 10.

D. Exception. Notwithstanding any contrary provision in this Division 10, additions may be made to a single-family residence without requiring any additional parking space, provided that such additions do not cause the single-family residence to exceed any maximum size limit imposed by the applicable development standards, including, but not limited to, height, lot coverage, and floor area.

SECTION 102. Section 22.336.090 is hereby amended to read as follows:

22.336.090 Area Specific Development Standards.

A. Topanga Canyon Area.

...

4. Development Standards.

...

d. Additional Standards. The construction of residential units on a lot of less than one acre within a small lot subdivision shall be subject to the following development standards:

i. For the construction of residential units on a lot of 5,000 square feet or more, the maximum gross structural area shall be equal to 20 percent of the area of the lot. Construction of residential units on a lot of less than 5,000 square feet shall be subject to the following slope intensity formula:

...

~~(d) The floor area requirement for single-family residences contained in Section 22.140.580.C (Minimum Floor Area) shall not apply.~~

~~(e-d)~~ All residences approved in small lot subdivisions by the slope intensity formula shall be subject to an improvement condition requiring that any future additions or improvements to the property shall be subject to an additional review by the Director.

...

SECTION 103. Section 22.364.080 is hereby amended to read as follows:

22.364.080 East Los Angeles Community Standards District.

...

B. CSD Area-Wide Development Standards.

...

2. Nonconforming Residential Dwelling Units. The termination period or periods set forth in Section 22.172.050 (Termination Conditions and Time Limits) that would otherwise apply to residential dwelling units shall not apply to any nonconforming residential dwelling units in the East Los Angeles CSD.

~~a. The termination period or periods set forth in Section 22.172.050 (Termination Conditions and Time Limits) that would otherwise apply to~~

~~residential dwelling units shall not apply to any nonconforming residential dwelling units in the East Los Angeles CSD.~~

~~b. Any single, two, or multi-family residential building or structure nonconforming due to use which is damaged or destroyed may be restored to the condition in which it was immediately prior to the occurrence of such damage or destruction, provided the cost of reconstruction does not exceed 100 percent of the total market value of the building or structure, as determined by the methods set forth in Section 22.172.020.G.1.a and b and provided the reconstruction complies with the provisions of Section 22.172.020.G.2.~~

...

Certified Housing Element Update Program
Environmental Impact Report

Housing Ordinances Update Addendum

OCTOBER 2025

Prepared for:

COUNTY OF LOS ANGELES DEPARTMENT OF REGIONAL PLANNING

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Acronyms and Abbreviations

Acronym/Abbreviation	Definition
AB	Assembly Bill
ADU	accessory dwelling unit
AHPO	Affordable Housing Preservation Ordinance
CEQA	California Environmental Quality Act
County	County of Los Angeles
DBO	Density Bonus Ordinance
EIR	Environmental Impact Report
GHG	greenhouse gas
HCD	California Department of Housing and Community Development
HOU	Housing Ordinances Update
IHO	Inclusionary Housing Ordinance
ISHO	Interim and Supportive Housing Ordinance
MM	Mitigation Measure
PEIR	Program Environmental Impact Report
PRC	California Public Resources Code
RHNA	Regional Housing Needs Allocation
RTP	Regional Transportation Plan
SB	Senate Bill
SCAG	Southern California Association of Governments
SCS	Sustainable Communities Strategy
SDBL	State Density Bonus Law
VMT	vehicle miles traveled

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1 Introduction

1.1 Project Overview

The Final Program Environmental Impact Report (PEIR) for the 6th Cycle (2021–2029) Los Angeles County Housing Element Update (Housing Element Update PEIR) was certified by the County of Los Angeles (County) Board of Supervisors on November 30, 2021 (County of Los Angeles 2021). The Housing Element Update PEIR was prepared by the County pursuant to the California Environmental Quality Act (CEQA) (California Public Resources Code [PRC] Section 21000 et seq.) and the Guidelines for the Implementation of CEQA (California Code of Regulations Title 14, Section 15000 et seq.) (CEQA Guidelines) to assess the environmental effects that would result from implementation of the Housing Element Update. The California Department of Housing and Community Development (HCD) determined on April 25, 2022, that the County’s Draft Housing Element Update will meet all applicable statutory requirements, including State Housing Element Law (California Government Code Sections 65580–65589.8), with revisions adopted and submitted to HCD, pursuant to California Government Code Section 65585 (HCD 2022). On May 17, 2022, the County Board of Supervisors adopted the updated Housing Element (2021–2029) and determined that the Housing Element Update is within the scope of impacts analyzed by the previously certified Housing Element Update PEIR. The 2021–2029 Housing Element was certified by HCD on May 27, 2022.

The purpose of this Addendum to the Housing Element Update PEIR (Addendum) is to assess the significance of any environmental impact differences between the proposed Housing Ordinances Update (HOU) and the 2021–2029 Housing Element that was adopted in May 2022. This Addendum determines whether and to what extent the Housing Element Update PEIR is sufficient for addressing the potential environmental impacts of the HOU. The HOU proposes amendments to Title 21, Subdivisions, and Title 22, Planning and Zoning, of the Los Angeles County Code (County Code), which can be generally summarized as including the following:

- Amendments to codify state laws and executive orders into the County Code.
- Amendments to the density bonus and incentives sliding scales in the Density Bonus Ordinance (DBO) (Chapter 22.120 of Title 22).
- Amendments to update or revise language in the existing Housing Ordinances for clarity, consistency, or harmonization.

Based on substantial evidence, the County determined that preparation of an Addendum, in accordance with CEQA Guidelines Section 15164, is the appropriate environmental documentation for the HOU. While the amendments to the DBO would result in a change in the number and the location of density bonus units, the change would be within the assumptions analyzed in the Housing Element Update PEIR and would not result in additional density bonus units exceeding the number of units already analyzed in the Housing Element PEIR. Moreover, there would be no new or more severe environmental impacts resulting from the proposed amendments to the other housing ordinances through this Project.

The HOU would not require substantial changes to the Housing Element Update PEIR due to the involvement of new significant effects or a substantial increase in the severity of previously identified effects, or due to substantial changes in circumstances; would not result in new significant effects; would not result in substantially more severe significant environmental effects; and would not require new mitigation measures or new alternatives. Thus, neither

a subsequent nor supplemental Environmental Impact Report (EIR) is required (PRC Section 21166; CEQA Guidelines Sections 15162 and 15163).

However, some changes or additions, as described in Chapter 2, Project Description, are necessary to the Housing Element Update PEIR in order to implement the HOU, making this Addendum the appropriate CEQA document for the HOU (PRC Section 21166; CEQA Guidelines Sections 15162–15164).

This Addendum is organized in the following chapters:

Chapter 1, Introduction. Chapter 1 describes the purpose and organization of this document. The introduction includes applicable statutory sections of the PRC and CEQA Guidelines, a brief history of the HOU, and a summary of the Housing Element Update PEIR.

Chapter 2, Project Description. Chapter 2 describes the HOU, including its characteristics and objectives. HOU characteristics are discussed in the context of the current requirements and the changes to these requirements that would be implemented with the HOU.

Chapter 3, Environmental Analysis. Chapter 3 provides an environmental analysis of the HOU compared to the analysis and findings of the Housing Element Update PEIR. It presents an analysis of the environmental factors identified in the County’s Guidelines for Thresholds of Significance, consistent with Appendix G of the CEQA Guidelines, determining for each factor whether the circumstances set forth in PRC Section 21166 and its implementing CEQA Guidelines Sections 15162 and 15163, governing when preparation of a subsequent EIR or supplemental EIR is required, are present with respect to the HOU or the situation surrounding the HOU.

Chapter 4, References and Preparers. Chapter 4 provides a list of references used in the preparation of this Addendum, and identifies the people involved in its preparation and review.

1.2 Project Background

1.2.1 State Housing Element Law

State Housing Element Law (California Government Code Article 10.6) mandates that a Housing Element be included as one of the seven required elements contained in a city or county’s General Plan (per the Government Code, beginning at Section 65583). The Housing Element Law acknowledges that, in order for the private market to adequately address the housing needs and demand of Californians, local governments must adopt plans and regulatory systems that provide opportunities for (and do not unduly constrain) housing development. Jurisdictions must update their Housing Elements based on the update schedule of the relevant regional transportation plan of the federally designated Metropolitan Planning Organization. The County is a member of the Southern California Association of Governments (SCAG), which is the designated Metropolitan Planning Organization for the region. SCAG is required to update its Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) every 4 years, which puts all member jurisdictions on a schedule to update their Housing Elements every 8 years. The SCAG Regional Council adopted Connect SoCal (SCAG’s 2020–2045 RTP/SCS) on September 3, 2020 (SCAG 2020). For SCAG member jurisdictions, the 6th Cycle Housing Element planning period extends from 2021 to 2029.

As part of Connect SoCal, SCAG assigns a number of housing units that each county is required to plan for in the 8-year Housing Element cycle. That number of units is called the Regional Housing Needs Allocation (RHNA), and it

is broken down by income category, ensuring that all economic groups are accommodated (SCAG 2020). The unincorporated County was assigned an RHNA of 90,052 dwelling units for the 2021–2029 Housing Element planning period. The County adopted the Housing Element Update for the 2021–2029 6th Cycle planning period to address the RHNA requirements and certified the Final Housing Element Update PEIR on November 30, 2021. The Final Housing Element Update PEIR analyzed the potential environmental effects of the certification of the Housing Element Update on a programmatic level (County of Los Angeles 2021). The County then adopted the Housing Element for the 2021–2029 6th Cycle planning period on May 17, 2022, pursuant to HCD’s request to provide additional information explaining and clarifying certain facets of the Housing Element Update (County of Los Angeles 2022a, 2022b). The HCD certified the Final Housing Element on May 27, 2022. The County determined that the Housing Element Update was within the scope of the previously certified Final Housing Element Update PEIR and that no further analysis would be required.

1.2.2 Housing Element Update

The Housing Element Update was prepared by the County for the 2021–2029 planning period. Generally, state law mandates updates to Housing Elements every 8 years. The planning period for a Housing Element update is determined for the County by the adoption of SCAG’s RTP/SCS. For SCAG member jurisdictions, the 6th Cycle Housing Element planning period extends from 2021 to 2029 (SCAG 2020). The Housing Element serves as a policy guide to address the comprehensive housing needs of the unincorporated areas of Los Angeles County (unincorporated areas). The primary focus of the Housing Element is to ensure that the County can provide safe, decent, sanitary, and affordable housing at adequate densities in the unincorporated areas to accommodate its fair share of the RHNA. The Housing Element Update included a Sites Inventory;¹ a Rezoning Program²; an analysis of constraints and barriers; goals, policies, and implementation programs; amendments to Title 22 of the County Code; and amendments to the General Plan Land Use Element.

The Housing Element Update PEIR provides a programmatic analysis of the potential impacts of buildout of the Housing Element Update (County of Los Angeles 2021). In conjunction with certification of the Final PEIR on November 30, 2021, the County Board of Supervisors also adopted the Findings of Fact, a Mitigation Monitoring and Reporting Program, and a Statement of Overriding Considerations. The CEQA Findings adopted by the County indicated that the Housing Element Update would result in certain significant environmental impacts that could not be fully avoided through implementation of feasible mitigation measures. These include impacts to air quality, cultural resources, noise and vibration, and transportation. Information and technical analyses from the Housing Element Update PEIR are summarized throughout this Addendum. The entire Housing Element Update PEIR is available for review online at <https://planning.lacounty.gov/long-range-planning/housing-element/>.

1.2.3 State Density Bonus Law and the Density Bonus Ordinance

The State Density Bonus Law (SDBL) (California Government Code Sections 65915–65918) requires a city or county to provide a housing developer with a density bonus to maximize the residential density of a proposed

¹ The Sites Inventory is a list of available sites, included in the Housing Element as required by state law, that meet certain criteria. The Sites Inventory is used to demonstrate that there are enough sites with adequate densities to accommodate the RHNA at each income level.

² As the Sites Inventory falls short of the goal to accommodate the RHNA, the Housing Element Update includes a rezoning program, as required by State law.

residential development project. To accomplish this, Government Code Sections 65915–65918 describe how a local government can incentivize developers and applicants to add more housing density in their projects.

On October 15, 2019, the County adopted Ordinance No. 2019-0053 to amend Title 21, Subdivisions, and Title 22, Planning and Zoning, of the County Code, to include the DBO, which implements the SDBL and establishes additional local regulations. The 2019 DBO is an update to the County’s 2006 DBO, which reflects changes to the SDBL and goes beyond state law to further encourage and streamline the production of affordable housing. Under the DBO, eligible projects may request a density bonus, the size of which is determined by a sliding scale, based on the percentage of affordable units at each income level. The DBO also offers incentives and concessions for affordable housing or housing for older adults (age-qualified), including reduced parking requirements, waivers or reductions of development standards, and other incentives.

1.2.4 Other Housing Ordinances

Following are other relevant County ordinances related to housing.

Reasonable Accommodation Ordinance. The County adopted Ordinance No. 2011-0067 on November 29, 2011, to amend Title 21, Subdivisions, and Title 22, Planning and Zoning, of the County Code to include the Reasonable Accommodation Ordinance, which establishes procedures for individuals with disabilities to request reasonable accommodations with respect to planning and land use regulations in order to obtain an equal opportunity to access, use, and enjoy housing.

Inclusionary Housing Ordinance (IHO). The County adopted Ordinance No. 2020-0064 on November 10, 2020, to amend Title 22, Planning and Zoning, of the County Code to include the IHO, which establishes an inclusionary housing program in the unincorporated areas. The IHO requires certain rental and for-sale residential developments to set aside a percentage of income-restricted affordable housing units. The IHO also requires a duration of affordability, comparability of set-aside and non-set-aside units, and an option to provide the affordable housing units off site.

Interim and Supportive Housing Ordinance (ISHO). The County adopted Ordinance No. 2021-0017 on April 6, 2021, to amend Title 22, Planning and Zoning, of the County Code to include the ISHO, which encourages development of housing for people experiencing homelessness by streamlining the approval of such development through a ministerial review process and supports temporary vehicle living, where appropriate, in unincorporated areas.

Affordable Housing Preservation Ordinance (AHPO). The County adopted Ordinance No. 2021-0018 on April 6, 2021, to amend Title 8, Consumer Protection, Business and Wage Regulations; Title 21, Subdivisions, and Title 22, Planning and Zoning, of the County Code to include the AHPO, which preserves the County’s supply of existing affordable housing in the unincorporated areas. Specifically, the AHPO builds on existing state mandates such as Senate Bill (SB) 330 (2019) and, among other things, requires certain development projects to replace existing affordable rental housing units (including those that are rent-controlled; deed-restricted; or occupied by lower, very low, or extremely low-income households) that are demolished, vacated, or converted from rental to for-sale with income-restricted affordable rental housing units.

Accessory Dwelling Unit (ADU) Ordinance Amendment. The County adopted Ordinance No. 2025-0029 on July 29, 2025, to amend Title 11, Health and Safety, and Title 22, Planning and Zoning, of the County Code to update

development standards with state statutory requirements for accessory dwelling units (ADUs) and junior accessory dwelling units in the unincorporated areas.

1.3 California Environmental Quality Act Compliance

CEQA recognizes that previously approved projects may require changes, and that any of the following may occur: (1) the project may change, (2) the environmental setting in which the project is set may change, and/or (3) previously unknown information can arise. Before proceeding with a project within the scope of a previously certified EIR, CEQA requires the lead agency to evaluate these changes to determine whether they affect the conclusions in the prior environmental document.

When an EIR has been certified and a project evaluated in a previous EIR is modified or otherwise changed after certification, additional CEQA review may be necessary. The key considerations in determining the need for the appropriate type of additional CEQA review are outlined in PRC Section 21166 and CEQA Guidelines Sections 15162–15164. CEQA Guidelines Section 15162(a) provides that a subsequent EIR is not required unless any of the following occurs:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:
 - (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
 - (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; and/or
 - (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

If a subsequent EIR is not required pursuant to CEQA Guidelines Section 15162(a), then the lead agency determines the appropriate further CEQA documentation, including no further documentation at all (CEQA Guidelines Section 15162[a]). However, if a subsequent EIR is not required pursuant to CEQA Guidelines Section 15162(a), but some changes or additions to the certified EIR have become necessary, an Addendum is required (CEQA Guidelines Section 15164[a]). An Addendum must include a brief explanation of the agency's decision not to prepare a subsequent EIR, supported by substantial evidence in the record (CEQA Guidelines Section 15164[e]). The

Addendum to the EIR need not be circulated for public review, but it may be included in or attached to the Final EIR (CEQA Guidelines Section 15164[c]). The decision-making body must consider the Addendum and the Final EIR prior to making a decision on a project (CEQA Guidelines Section 15164[d]).

The Housing Element Update PEIR analyzed the potential for environmental impacts associated with development of additional affordable housing units, including density bonus units (County of Los Angeles 2021). The proposed HOU would amend the DBO such that more sites could potentially be eligible for a density bonus. Because these additional changes have the potential to alter the buildout of residential units within Los Angeles County, it has been determined that preparation of an Addendum to the Housing Element Update PEIR is the appropriate approach for the HOU. Note that while the Project would also amend other housing ordinances, changes in these other ordinances are either administrative or technical in nature, as described in Section 2.1.1 and 2.1.2 of this Addendum; or, as described in Section 2.1.3, of this Addendum, do not have potential to alter the buildout due to the nature of the proposed change. As such, Section 2.1.4 below describes the proposed changes to the DBO that have the potential to result in environmental impacts.

Determination (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☒ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Tina Fung

Signature

10/20/2025

Date

2 Project Description

2.1 Housing Ordinances Update

Los Angeles County is in Southern California, bordered by the Pacific Ocean to the west, and Ventura, Kern, San Bernardino, and Orange Counties to the north, east, and south. The HOU applies to all unincorporated areas within the jurisdiction of the County of Los Angeles Department of Regional Planning.

The HOU would amend Title 21, Subdivisions, and Title 22, Planning and Zoning, of the County Code. The amendments include the following:

1. Amend the DBO to align with changes in the SDBL and expand local bonuses and incentives to incentivize the development of affordable housing, including acutely low-income housing.
2. Amend the IHO with non-substantive and technical changes for clarity and ease of use.
3. Amend the AHPO to align with state law, including the affordable housing replacement requirements from Assembly Bill (AB) 1218 and AB 98.
4. Update definitions of and regulations for various housing types.
5. Amend the Reasonable Accommodation Ordinance to simplify and streamline the reasonable accommodation review process.
6. Update the ISHO to align with state law changes under AB 1801 regarding by-right supportive housing development.
7. Simplify the County Code language, correct errors and omissions, and remove obsolete and redundant regulations across various housing ordinances for clarity and ease of use, including the reorganization of Chapter 22.128, Supportive Housing, and Chapter 22.130, Transitional Housing.

The proposed amendments can be generally categorized as follows: (1) codification of state mandates; 2) administrative County Code updates; 3) County policy-driven updates with no environmental impacts and 4) DBO updates with potential environmental impacts amendments.

2.1.1 Codification of State Mandates

Table 1 provides a summary of the HOU components that would incorporate existing state laws and an executive order into the County Code, as well as the proposed location of the codifications in the County Code.

Table 1. State Mandates Incorporated into County Code

State Mandate	Location in the County Code
AB 2345 (2020) : Codify the state law into the Density Bonus Ordinance, including various changes to the density bonus sliding scale, incentives sliding scale, and eligibility requirements for the expanded bonus units for 100% affordable housing projects and the reduced parking ratios for qualifying projects under the SDBL.	Section 22.14.010 (A) under “Affordable housing and senior citizen housing”: Add definition of “unobstructed access.” Section 22.120.050 (Affordable Housing): Update density bonus sliding scale, incentives, and eligibility. Section 22.120.080 (Parking): Reduce required parking ratios.

Table 1. State Mandates Incorporated into County Code

State Mandate	Location in the County Code
SB 290 (2021) : Codify the state law, which reduces parking ratios for projects with at least 40% for-sale moderate-income housing set-aside within a half-mile of a major transit stop and removes the specified adverse impact on the physical environment from the list of required impact findings for denial of an incentive or waiver of development standards for a project receiving benefits under the SDBL.	Section 22.120.080 (Parking): Reduce required parking ratios. Section 22.166.040 (Administrative Housing Permit): Remove required finding of adverse impact on the physical environment.
SB 728 (2021) : Codify the state law, which provides the option for the initial sale of an affordable housing set-aside unit to a qualified nonprofit housing organization under the SDBL.	Section 22.14.010 (A) under “Affordable housing and senior citizen housing”: Add definition of a “qualified nonprofit housing corporation.” Section 22.120.050 (Affordable Housing): Specify sale requirements for affordable housing set-aside units. Section 22.166.070 (Covenant and Agreement): Specify sale requirements for affordable housing set-aside units that must be included in a covenant and agreement.
AB 1043 (2021) : Codify the state law, which defines “acutely low-income households” for the purpose of defining affordable rent limits.	Section 22.14.090 (I) under “Income”: Add definition for “acutely low income.”
AB 491 (2021) : Codify the state law, which requires comparability between income-restricted units and market-rate units in a mixed-income multi-family structure so that the occupants of the income-restricted units have the same access to common entrances, common areas, and amenities of that structure as the occupants of the market-rate units. The law also prohibits a mixed-income, multi-family structure from isolating the income-restricted units within the structure to a specific floor or an area on a specific floor. These requirements do not apply to a manager’s unit.	Section 22.119.050 (Requirement): Add a reference to Section 22.120.050 for the specific requirements for comparability between affordable housing set-aside units and non-set-aside units. Section 22.120.050 (Affordable Housing): Specify requirements for comparability between affordable housing set-aside units and non-set-aside units. Section 22.121.050 (Affordable Housing Set-Aside): Add a reference to Section 22.120.050 for the specific requirements for comparability between affordable housing set-aside units and non-set-aside units.
SB 8 (2021) : Codify state law in the Affordable Housing Preservation Ordinance, which clarifies that no affordable replacement unit is required for projects consisting of a new single-family residence on a site with no other principal uses or structures, provided that only one existing unit on the site has been or is proposed to be demolished or vacated, because, pursuant to Government Code Section 66300.5(i)(2) (new section number by AB 1218 (2023)), the new single-family residence could be at any income level.	Section 22.119.040 (Exemptions): Add exemption for affordable housing replacement.
AB 682 (2022) : Codify state law, which allows “shared housing buildings” to receive density bonuses and other benefits if certain criteria and requirements under the SDBL are met.	Section 22.14.080 (H): Revise definition of “habitable room” to align with definition of “shared housing unit.”

Table 1. State Mandates Incorporated into County Code

State Mandate	Location in the County Code
	Section 22.14.130 (M) under Multi-Family Housing: Add “shared housing unit” as a type of principal dwelling unit in an “apartment house,” where the apartment house is a shared housing building. Section 22.14.040 (D): include an exception in the definition of a new term “dwelling unit, principal” to account for shared housing units in a shared housing building where the kitchen and dining area are not contained within the dwelling units, Section 22.14.190 (S): Add definition of “shared housing building” and “shared housing unit.”
AB 2334 (2022) : Codify state law, which expands the unlimited density bonus and additional benefits for 100% affordable housing projects from areas within a half-mile of a major transit stop to now also developments within a “very low vehicle travel area,” subject to affordability requirements specified under the SDBL.	Section 22.14.010 (A) under Affordable Housing and Senior Citizen Housing: Add definition of “very low vehicle travel area.” Section 22.120.050 (Affordable Housing): Establish unlimited density bonus and additional benefits for eligible projects.
AB 1287 (2023) : Codify state law, which allows (1) up to five incentives for certain 100% affordable housing projects (previously, a maximum of four incentives were permitted), and (2) up to four incentives and an additional density bonus for projects providing an additional very low- or moderate-income housing set-aside.	Section 22.120.050 (Affordable Housing): Add a new “stackable” density bonus sliding scale for projects providing an additional very low- or moderate-income housing set-aside and revise the allowable number of incentives. Section 22.120.100 (Rules and Calculations): Add exception for cumulative density bonuses.
AB 323 (2023) : Codify state law, which allows the initial sale of affordable housing set-aside units under the SDBL or a local inclusionary housing ordinance to qualified nonprofit housing corporations only if the units have not been purchased by income-qualifying households within 180 days of the issuance of the certificate of occupancy.	Section 22.14.010 (A) under “Affordable Housing and Senior Citizen Housing”: Add definition for a “qualified nonprofit housing corporation.” Section 22.120.050 (Affordable Housing): Specify sale requirements for affordable housing set-aside units. Section 22.121.050 (Affordable Housing Set-Aside): Specify sale requirements for affordable housing set-aside units. Section 22.166.070 (Covenant and Agreement): Specify sale requirements for affordable housing set-aside units that must be included in a covenant and agreement.
AB 1218 (2023) : Codify state law, which requires the actual replacement of demolished units by a new development (and thus limits the County’s ability to allow payment of an in-lieu fee) and limits the option to replace units off site to non-residential projects only. This bill no longer exempts projects in a Very High Fire	Section 21.16.100 (Affordable Housing Replacement): Centralize affordable housing replacement requirements for subdivision projects in Title 21 of the County Code and limit the applicability of the Affordable Housing Replacement Fee to subdivisions that are not subject to AB 1218 (i.e. condominium conversion projects).

Table 1. State Mandates Incorporated into County Code

State Mandate	Location in the County Code
Hazard Severity Zone from SB 330's state-mandated replacement requirements.	Section 22.119.040 (Exemptions): Remove exemption for projects in a Very High Fire Hazard Severity Zone. Add clarification that only certain industrial projects meeting the criteria in the state law are exempt from the affordable housing replacement requirements. Section 22.119.050 (Requirements): Specify requirements for replacement units. Section 22.121.050 (Affordable Housing Set-Aside): Clarify that affordable housing set-aside units required by the Inclusionary Housing Ordinance may only be provided off site if the units are not also used to satisfy the affordable housing replacement requirements.
AB 1308 (2023) : Codify state law, which prohibits local jurisdictions from increasing the minimum parking requirement, as a condition of approval, for single-family residences undergoing remodeling, renovations, and additions, provided that such remodeling, renovations, or additions do not result in the single-family residence exceeding any maximum size limit imposed by applicable zoning regulations, including height, lot coverage, and floor-to-area ratio.	Section 22.300.020 (Application of Planning Area Standards Districts and Community Standards Districts to Property): Add exception for additions to single-family residences in the Planning Area Standards Districts (PASDs) and Community Standards Districts (CSDs) so that such projects would not be subject to the parking requirements specified in the PASDs or CSDs.
SB 1395 (2024) : Codify state law, which includes a new definition of "Low Barrier Navigation Center."	Section 22.14.050 (E): Add a reference to Government Code section 65660 to the definition of "Emergency Shelter," thereby incorporating "Low Barrier Navigation Center" as newly defined in SB 1395 .
AB 1801 (2024) : Codify state law, which specifies that "supportive housing" includes transitional housing for youth and young adults, as well as administrative office space, for purposes of the use-by-right provisions set forth in Government Code sections 65650 through 65656 , and expands the use-by-right provisions in state law to include administrative office space (maximum 25% of the supportive housing development's total floor area) and thus expands the exemption for approval of ministerial projects under the California Environmental Quality Act.	Section 22.128.200 (Supportive Housing Streamlining): Specify that the term "supportive housing" for the purposes of the streamlined ministerial review includes transitional housing for youth and young adults and other non-residential uses and administrative office space.
AB 2694 (2024) : Codify state law, which expands the definition of a senior citizen housing development in the SDBL to include a residential care facility for the elderly and specifies that, in the case of a residential care facility for the elderly, a "shared housing unit" includes a unit without an individual kitchen where a unit may be shared by unrelated persons, and a unit where a room that may be shared by unrelated persons	Section 22.14.010 (A) under "Affordable housing and senior citizen housing": add "residential care facility for the elderly" in the definition of "senior citizen housing development." Section 22.14.190 (S): In the proposed definition of "shared housing unit," specify that, in the case of a residential care facility for the elderly, a "shared housing unit" includes a unit without an individual

Table 1. State Mandates Incorporated into County Code

State Mandate	Location in the County Code
meets the minimum room area requirements, as specified.	kitchen where a unit may be shared by unrelated persons, and a unit where a room that may be shared by unrelated persons meets the minimum room area requirements, as specified.
<u>AB 98 (2024)</u> : Codify state law, which, beginning January 1, 2026, will require an applicant for a logistics use to provide a 2-to-1 replacement of any demolished housing unit that was occupied within the last 10 years or an in-lieu fee, unless the housing unit was declared substandard by a building official.	Section 22.119.060 (Replacement Requirements for Logistics Uses): Add replacement requirements for “logistics use” as defined in Government Code Section 65098.
<u>SB 1211 (2024)</u> : Codify the state law, which increases the maximum number of detached accessory dwelling units (ADUs) on a lot with a multifamily dwelling from two to eight (not to exceed the number of principal units). This bill also prohibits local jurisdictions from requiring the replacement of off-street parking spaces if an uncovered parking space is demolished in conjunction with the construction of, or is converted to, an ADU.	Section 22.140.640 (Accessory Dwelling Units and Junior Accessory Dwelling Units): Increase the maximum number of detached accessory dwelling units permitted on a lot with a multi-family dwelling, and specify that no replacement parking is required if an uncovered parking space is demolished in conjunction with the construction of an ADU or converted into an ADU.
Codify Paragraph 6 of <u>Executive Order (EO) N-23-25</u> , which suspends certain provisions in the SDBL (Government Code Section 65915[b], [d], and [e]) to the extent those provisions would otherwise require the County to grant the use of incentives or waivers or reductions of development standards to modify development standards related to pedestrian character if the housing development is in the Lake Avenue Mixed Use “Center” Area in the Altadena Community Standards District, or on Fair Oaks Avenue within the perimeter of the Eaton Fire.	Section 22.120.100 (Rules and Calculations): Prohibit projects in the Lake Avenue Mixed Use “Center” Area in the Altadena Community Standards District, or on Fair Oaks Avenue within the perimeter of the Eaton Fire from receiving incentives or waivers or reductions of development standards to modify certain development standards as related to pedestrian character.
<u>AB 1529 (2025)</u> : Codify the state law, which clarifies that for certain rental housing development that dedicates at least 80% of units to lower income households, the affordable rent shall not exceed an amount consistent with the maximum rent levels for lower income households, as those rents and incomes are determined by the California Tax Credit Allocation Committee. This revised limit on “affordable rent” will apply to certain one hundred percent affordable housing developments that are subject to the SDBL.	Section 22.14.010 (A) under “Affordable housing and senior citizen housing”: revise definition of “affordable rent.” Section 22.120.050 (Affordable Housing): specify the limit on “affordable rent” for certain one hundred percent affordable housing developments that are subject to the SDBL.
<u>SB 415 (2025)</u> : Codify the state law, which clarifies that nothing in AB 98 limits or precludes compliance with the affordable housing replacement requirements in the Housing Crisis Act (Article 2 (commencing with § 66300.5) of Chapter 12 of the Government Code), and requires a logistics use developer to comply with the Housing Crisis Act’s requirements before complying with any additional replacement requirements imposed by AB 98.	22.119.060 (Replacement Requirements for Logistics Uses): add replacement requirements for logistics use as defined in Government Code Section 65098.

Table 1. State Mandates Incorporated into County Code

State Mandate	Location in the County Code
SB 92 (2025) : Codify the state law, which specifies that an incentive provided by the SDBL shall not result in a proposed project, as prescribed, with a commercial floor area ratio that is greater than two and a half times the premises' current allowed base zone commercial floor area ratio.	22.120.100 (Rules and Calculations): add a provision to specify that an incentive shall not result in a proposed project, as prescribed, with a specified commercial floor area ratio.
AB 1154 (2025) : Codify the state law, which specifies that owner-occupancy requirement would apply only if the junior accessory dwelling unit has shared sanitation facilities with the existing structure.	22.140.640 (Accessory Dwelling Units and Junior Accessory Dwelling Units): Specify that owner-occupancy is required only if the junior accessory dwelling unit has shared sanitation facilities with the single-family residence.
SB 543 (2025) : Codify the state law, which 1) imposes a 15-business-day deadline for a permitting agency to determine whether an ADU or JADU application is complete; 2) clarifies that the floor area specified, such as the maximum 500-square-foot-size for a JADU, refers to "interior livable space;" and 3) limits the timeline for a final determination on an appeal to 60 business days for ADU and JADU applications.	22.14.010 (A): add definition for "floor area" for the purposes of Section 22.140.640 (Accessory Dwelling Units and Junior Accessory Dwelling Units) to align with state law's reference to an "interior livable space." 22.140.640 (Accessory Dwelling Units and Junior Accessory Dwelling Units): update provisions regarding the application review timeline and add a provision on the appeal process including the time limit for a final determination on an appeal.

Notes: County = County of Los Angeles; AB = Assembly Bill; SB = Senate Bill; SDBL = State Density Bonus Law

2.1.2 Administrative County Code Updates

This following list is a summary of the HOU components that are administrative "clean-up" actions that would clarify and/or result in efficiencies for administration of the County Code:

- Correct an error in the definition of a "farmworker dwelling unit," which is a single-family residence accommodating up to six farmworkers. The County Code was revised to eliminate "five or six" and now states "up to six" farmworkers. This change would ensure compliance with [California Health and Safety Code \(Health and Safety Code\) section 17021.5 \(Employee Housing Act\)](#), which requires jurisdictions to permit employee housing for six or fewer employees as a single-family use.
- Correct errors in Table 22.20.030-B, Principal Use Regulations for Commercial Zones, because certain multi-family housing types in the commercial zones were mistakenly omitted in the ISHO, which codified [AB 2162 \(2018\)](#) to allow supportive housing development by right in zones where multi-family and mixed uses are permitted, subject to certain criteria. The corrections would ensure that AB 2162's by-right provision applies to all multi-family housing types that are supportive housing in the commercial zones where multi-family and mixed uses are permitted.
- Expand the definition of "emergency shelters" to align with the definition provided in [AB 2339 \(2022\)](#), which includes other interim interventions, including, but not limited to, navigation centers, bridge housing, and respite or recuperative care.

- Update Chapter 22.119 (Affordable Housing Replacement) to clarify that caretaker residences and farmworker housing complexes containing only beds are exempt from affordable replacement requirements in the AHPO.
- Clarify that only existing, legally established mobilehome parks seeking continued operation with no expansion proposed are eligible for the planning fee exemption provided in Title 22 (a component of the AHPO).
- Update provisions in Chapter 22.166 (Housing Permits) to improve the entitlement process for projects with income-restricted units and the monitoring of income-restricted units.
- Update the definitions of and regulations for certain housing types, as follows:
 - Update definitions for various multi-family housing types, such as townhouses and apartment houses.
 - Add “multiple detached dwelling units on a lot” as a new type of multi-family housing in the use tables of residential, commercial, rural, and mixed-use zones. Although projects with multiple detached dwelling units are currently permitted as “single-family residences” in various zones, the addition of this new term would provide a clear distinction between single-family residences on fee-simple lots (single-family housing) and detached units on a lot (multi-family housing, such as condominium projects). This distinction would improve implementation of the Accessory Dwelling Unit (ADU) Ordinance.
 - Rename “farmworker dwelling unit” to “single-family residence for farmworkers” throughout Title 22.
- Remove density as a type of regulation that can be modified through a Variance (Chapter 22.194) because development intensities should abide by the allowable residential density specified by the General Plan Land Use Legend, with the exception of density bonuses for affordable housing and age-qualified housing.

2.1.3 County Policy-Driven Updates with No Environmental Impacts

The following updates included in the HOU are all policy-driven updates that are administrative in nature and would not result in impacts to the environment:

- Expand the applicability of the reduced parking ratio (0.5 spaces per bedroom) from [SB 290](#) so that any project that is subject to the DBO regardless of tenure would be eligible for this reduced parking ratio if it provides at least 40% moderate-income housing set-aside and is within 0.5 miles of a major transit stop. Under the SDBL, this reduced parking ratio only applies to for-sale housing development that meets the specified set-aside requirement and locational criteria.
- Expand the applicability of [Executive Order N-23-25](#) Paragraph 6 to include incentives and waivers or reductions of development standards provided by IHO Section 22.121.060. Projects that are subject to the IHO would not be able to modify development standards related to pedestrian character with these incentives or waivers or reductions of development standards if they are located in the Lake Avenue Mixed Use “Center” Area in the Altadena Community Standards District, or on Fair Oaks Avenue within the perimeter of the Eaton Fire.
- Expand the applicability of [SB 92](#) to include incentives provided by the IHO in Section 22.121.060. Projects that are subject to the IHO would not be able to use an incentive provided by the IHO to modify development standards that would result in a proposed project with a commercial floor area ratio that is greater than two and a half times the premises’ current allowed base zone commercial floor area ratio.

- Harmonize various requirements across IHO, DBO, AHPO, and ISHO provisions on permanent motel conversions for consistency, clarity, and ease of implementation. These updates would provide clarity on affordable housing set-aside and density bonus calculations, and ensure consistency across regulations on various topics, such as the location and distribution of income-restricted units within a housing development, the duration of affordability, the comparability between building materials for income-restricted and non-income-restricted units, sale requirements for income-restricted units, and the timing for the issuance of certificate of occupancy for income-restricted units.
- Update the AHPO (Chapter 22.119) with the following local policy-driven changes:
 - Make several updates to the AHPO to provide more clarity and flexibility related to applicants exiting the rental market under the Ellis Act. Specifically, the updates would allow affordable replacement units to be either rental or for sale, revising the existing local policy that requires affordable replacement units for households of lower income or below to be rental only.
 - Require affordable housing replacement for certain rental units that will be withdrawn from the rental market – even those that are rented throughout the entitlement process – under the Ellis Act (Gov. Code § 7060, et seq.). This action would close a current loophole in the regulations as both state law and the current County Code only require affordable housing replacement if a unit was withdrawn from rent or lease within the past 10 years.
 - Require like-for-like replacement in most cases regarding the number of bedrooms in each affordable replacement unit. Currently, state law does not require like-for-like in terms of the number of bedrooms provided in each replacement unit. State law only requires that units be replaced both in terms of unit count and in the total aggregate number of bedrooms project wide. This action would therefore be more restrictive than state law.
 - Adding locational criteria for off-site affordable replacement units provided by non-residential projects. Currently, state law allows off-site replacement units anywhere in the unincorporated areas if a project is eliminating residential uses and replacing them with non-residential uses. This action would require an off-site replacement unit to be within a 0.5 mile radius from the site of the unit that has been or will be demolished.
- Relax restrictions on the repair and restoration of damaged nonconforming residential buildings to preserve the existing housing stock. Specifically, this policy change would make it easier to restore an existing nonconforming residential building that has been damaged, for instance, in a fire, by allowing the repair and restoration ministerially if the cost to repair and restore does not exceed 100% of the building's total market value prior to the damage. The current threshold for the repair and restoration without requiring a discretionary permit is 50% of the building's total market value prior to the damage.
- Update regulations for certain housing types, as follows:
 - Remove the minimum floor area and minimum building width for single-family residences to allow for smaller homes.
 - Remove “townhouses” as a conditionally permitted use in Zones A-1, A-2, and R-R, as townhouses are not suitable or compatible with the characteristics of agricultural or recreational areas.
 - Prohibit hotels and motels in a mixed-use development in commercial and mixed-use zones. Hotels and motels as stand-alone, commercial-only uses would continue to be conditionally permitted in these zones. This change would dictate that mixed-use projects would not be allowed to mix hotel uses with residential uses.

- Clarify that “room rental,” which is currently defined as “the use of a room or rooms for the purpose of providing tenancy for compensation for periods of more than 30 consecutive calendar days,” is a permitted accessory use in various zones only in a dwelling unit that is not used as a residential care facility, a residential substance use recovery facility, supportive housing, or transitional housing. This policy-driven change would allow room rentals in dwelling units other than single-family residences (e.g., a unit in a duplex) since currently only rooms in a single-family residence may be rented to four or fewer residents.
- Streamline and improve the review process for reasonable accommodations requested by persons with disabilities by removing the noticing requirements and the option to appeal. This local policy-driven change to the County Code would change procedural details related to public notification for reasonable accommodation requests.
- Update the DBO (Chapter 22.120) with the following local policy-driven changes:
 - Amend the incentives sliding scale to add the number of incentives for projects with Acutely Low-Income housing set-aside.
 - Adjust the number of incentives that goes beyond the SDBL’s maximum.
 - Require the number of density bonus units for each tenure to be proportional to the number of affordable housing set-aside units or the number of senior housing units for each tenure in a mixed tenure project.

2.1.4 Proposed Density Bonus Ordinance Update with Potential Environmental Impacts

This section summarizes the HOU components related to changes to the DBO (Proposed DBO Update) that require quantified analysis as they contribute to the new density bonus unit projection described in Section 2.3.4, below, and have the potential to result in environmental impacts:

- **Updated Calculation Methodology.** The Proposed DBO Update would change the calculation of both affordable housing set-aside and the density bonus as follows:
 - Require inclusion of manager’s units when calculating the affordable housing set-aside and the density bonus, which could potentially allow an application to fall under a different increment on the sliding scale, with a different bonus unit count yielded.
 - Amend the density bonus sliding scale to 1) add Acutely Low-Income housing set-aside and corresponding bonuses, and 2) adjust the sliding scale increments to allow for bigger bonuses beyond the state’s maximum 50% bonus.
 - Delete the existing provision that allows an additional density bonus as an incentive for housing development with a 100 percent affordable housing set-aside.
- **Newly Eligible Lots.** The Proposed DBO Update would require inclusion of ADUs when determining the number of pre-bonus units for density bonus eligibility. Since projects with an affordable housing set-aside must have a minimum of five pre-bonus units in order to qualify for a density bonus, this proposed change could potentially make more sites eligible for a density bonus.

2.2 Project Objective

The underlying purpose of the Project is to support the development and preservation of affordable housing, promote housing diversity, and remove zoning barriers to fair housing. Specifically, the proposed HOU seeks to achieve the following objectives:

1. Codify existing state laws and executive orders related to the SDBL and other housing laws into the County Code.
2. Amend the DBO to expand local density bonuses and incentives to incentivize development of affordable housing.
3. Update the language in the existing housing ordinances to provide clarity and efficiency, maintain consistency across regulations, reduce redundant language, and update the definitions of and regulations for certain housing types.

2.3 Methodology

2.3.1 Codification of State Mandates

As summarized in Section 2.1.1, Codification of State Mandates, AB 2345, SB 290, SB 728, AB 491, SB 8, AB 682, AB 2334, AB 1287, AB 323, AB 1218, AB 1308, SB 1395, AB 1801, AB 2694, AB 98, SB 1211, AB 1529, SB 415, SB 92, AB 1154, and SB 543 are bills that amended the California Health and Safety Code, the California Government Code, or the Civil Code.

The County would codify the language of AB 2345, SB 290, SB 728, AB 682, AB 2334, AB 1287, AB 323, AB 2694, and SB 92 in the County Code to ensure consistency with the SDBL, which is a state-mandated mechanism that allows developers to obtain more favorable local development requirements in exchange for offering to build or donate land for affordable or age-qualified housing units (Government Code Sections 65915–65918). The codification of AB 323 would also ensure that the sale of income-restricted units pursuant to the IHO is in compliance with Section 714.7 of the Civil Code.

Codification of SB 8, AB 1218, AB 98, and SB 415 would ensure consistency with Article 2 (commencing with § 66300.5) of Chapter 12 and Section 65098.6 of the California Government Code, which includes affordable housing replacement requirements designed to ensure that there is no net reduction of affordable housing when existing housing units are demolished for new development.

Codification of AB 491 would ensure consistency with the amended California Health and Safety Code Section 17929, which prevents discrimination in the design and planning of mixed-income multi-family developments by requiring that residents of affordable housing units have the same access to common areas, entrances, and amenities as residents of market-rate units.

Codification of AB 1308 would ensure consistency with California Government Code Section 65863.3, which removes the obstacles homeowners face when seeking to remodel, renovate, or add on to existing single-family residences by prohibiting local jurisdictions from requiring additional parking spaces.

Codification of SB 1395 and AB 1801 would ensure consistency with the state's definition of a Low Barrier Navigation Center and the use-by-right provisions for supportive housing development.

Codification of SB 1211, AB 1154, and SB 543 would ensure consistency with state ADU Law (Chapter 13 of Division 1 of Title 7 of the Government Code).

Codification of AB 1043 would ensure consistency with Health and Safety Code Sections 50053 and 50063.5, which defines acutely low income households and the affordable rent for acutely low income households.

Codification of Executive Order N-23-25 in County Code Section 22.120.100 would suspend the use of incentives and waivers or reductions of development standards under the SDBL to modify development standards related to pedestrian character for housing development projects in the Lake Avenue Mixed Use "Center" Area in the Altadena Community Standards District, or on Fair Oaks Avenue within the perimeter of the Eaton Fire.

Lastly, codification of AB 1529 would ensure consistency with Health and Safety Code Section 50053, which revises the limit on "affordable rent" for certain rental housing development that dedicates at least 80% of units to lower income households, which includes certain one hundred percent affordable housing developments that are subject to the SDBL.

Because the codifications summarized in Section 2.1.1 are intended to implement the requirements of state law or the Governor's Executive Order, compliance is mandatory and would be required to occur regardless of whether they are codified in the County Code. The County does not have the discretionary authority to consider whether or not the laws/orders are implemented; as such, the County is complying with these laws/orders in practice in the existing condition, or will be required to comply upon the law's stated date of applicability. Therefore, the action of codifying these mandatory requirements is an administrative action and is not an action that could result in an impact on the environment. The County's codification of state law would not meet the definition of a project under CEQA Guidelines Section 15378(a), and would fit within the definition of an action that is not considered a project under CEQA Guidelines Section 15378(b)(2). Further, CEQA Guidelines Section 15268 states that ministerial projects are exempt from the requirements of CEQA. Any environmental impacts that would occur due to the state laws/orders are essentially a baseline condition, and the County must continue to operate in compliance.

2.3.2 Administrative County Code Updates

The HOU components described in Section 2.1.2, Administrative County Code Updates, are updates or revisions of the language in the existing housing ordinances for clarity, consistency, or harmonization. These updates would not result in any increased capacity for development or otherwise result in environmental impacts because they constitute clarifications to processes and definitions to increase efficiency for implementation. Some of these updates are changes to specific terminology to provide more clarity and to maintain consistency across County and state regulations. Therefore, these changes would align the County Code with existing policies to reduce inconsistencies and redundancies during implementation, and no new environmental impacts would occur.

2.3.3 County Policy-Driven Updates with No Environmental Impacts

The County policy-driven updates described in Section 2.1.3 would not result in any environmental impacts, as summarized below:

- Expand the applicability of the reduced parking ratio (0.5 spaces per bedroom) from [SB 290 \(2021\)](#) so that any project that is subject to the DBO regardless of tenure would be eligible for this reduced parking ratio if it provides at least 40% moderate-income housing set-aside and is within 0.5 miles of a major transit stop. This update would not result in environmental impacts because neither the provision of parking spaces nor the reduction of parking spaces is considered an environmental impact, as established in the case *San Franciscans Upholding the Downtown Plan, City and County of San Francisco (2002)* 102 Cal.App.4th 656, and upheld by the case *Save Our Access – San Gabriel Mountains v. Watershed Conservation Authority (2021)* 68 Cal.App.5th 8. These cases held that reduced parking is not a direct impact to the environment itself, and the inconvenience of hunting for parking is not an environmental impact, but a secondary effect. The proposed changes related to parking would allow for an expanded number of potential future projects to be developed with fewer parking spaces, and would not result in a potential environmental impact.
- Expand the applicability of Paragraph 6 of Executive Order [N-23-25](#) to include incentives and waivers or reductions of development standards provided by IHO Section 22.121.060. Projects that are subject to the IHO would not be able to modify development standards related to pedestrian character with these incentives or waivers or reductions of development standards if they are located in the Lake Avenue Mixed Use “Center” Area in the Altadena Community Standards District, or on Fair Oaks Avenue within the perimeter of the Eaton Fire. This change would not allow future development to modify County development standards related to pedestrian character in the communities specified. Thus, this policy would prevent deviations from the baseline standards within a Community Standards District or otherwise specified areas. Therefore, there would not be the potential for environmental impacts as a result of this policy-driven change.
- Expand the applicability of [SB 92](#) to include incentives provided by the IHO in Section 22.121.060. Projects that are subject to the IHO would not be able to use an incentive provided by the IHO to modify development standards that would result in a proposed project with a commercial floor area ratio that is greater than two and a half times the premises’ current allowed base zone commercial floor area ratio. This change would not allow future development to modify County development standards related to commercial floor area in mixed use developments beyond the maximum specified in SB 92. In the current IHO, there is no specified cap regarding the modification of development standards to allow for a larger commercial floor area in a mixed-use development. This policy would limit deviations from the baseline standards applicable to mixed use developments. Therefore, there would not be the potential for environmental impacts as a result of this policy-driven change.
- Harmonize various requirements across the IHO, DBO, AHPO, and ISHO’s provisions on permanent motel conversion for consistency, clarity, and ease of implementation. These policy-driven updates would provide more equity across affordable housing units developed under the IHO, DBO, AHPO, and ISHO, and would not increase the number of units developed or otherwise alter density or other land use considerations.
- Update the AHPO (Chapter 22.119) with the following local policy-driven changes:
 - Make several updates to the AHPO to provide more clarity and flexibility related to applicants exiting the rental market under the Ellis Act. Specifically, the updates would allow affordable replacement units

to be either rental or for sale, revising the existing local policy that requires affordable replacement units for households of lower income or below to be rental only.

- Require affordable housing replacement for certain rental units that will be withdrawn from the rental market – even those that are rented throughout the entitlement process – under the Ellis Act (Gov. Code § 7060, et seq.).
- Require like-for-like replacement in most cases regarding the number of bedrooms in each affordable replacement unit.
- Add locational criteria for off-site affordable replacement units provided by non-residential projects.

These changes to the AHPO would result in changes to the requirements of affordable replacement units; however, they would not affect the number of units or density or intensity of land use. Further, regarding the change that would require like-for-like replacement specific to the number of bedrooms in affordable replacement units, this would require replacement units to more closely align with the existing units that would be replaced, therefore remaining consistent with baseline conditions. As such, there would not be the potential for environmental impacts as a result of this policy-driven change.

- Relax restrictions on the repair and restoration of damaged nonconforming residential buildings to preserve the existing housing stock. Because this change would make it easier to repair and restore existing residential structures, and would not affect the number of units, or density or intensity of land uses, there would not be the potential for environmental impacts as a result of this policy-driven change. Further, the proposed restoration/rebuilding activities this change would enable are required to comply with all applicable development standards.
- Update regulations for certain housing types, as follows:
 - Remove the minimum floor area and minimum building width for single-family residences to allow for smaller homes.
 - Remove “townhouses” as a conditionally permitted use in Zones A-1, A-2, and R-R, as townhouses are not suitable or compatible with the characteristics of agricultural or recreational areas.
 - Prohibit hotels and motels in a mixed-use development in the commercial and mixed-use zones. Hotels and motels as stand-alone, commercial-only uses would continue to be conditionally permitted in these zones. This change would dictate that mixed-use projects would not be allowed to mix hotel uses with residential uses.
 - Clarify that “room rental,” which is currently defined as “the use of a room or rooms for the purpose of providing tenancy for compensation for periods of more than 30 consecutive calendar days,” is a permitted accessory use in various zones only in a dwelling unit that is not used as a residential care facility, a residential substance use recovery facility, supportive housing, or transitional housing. This policy-driven change would allow room rentals in dwelling units other than single-family residences (e.g., a unit in a duplex) since currently only rooms in a single-family residence may be rented to four or fewer residents.

The updates listed above would revise and clarify specific uses that are associated with housing types. These revisions would not result in potential environmental impacts because these revisions would not result in a change in density or intensity of land uses. Other existing regulations would continue to govern the development patterns of the housing types. For example, the Building Code would continue to regulate the floor area of a habitable room in a dwelling unit.

- Streamline and improve the review process for reasonable accommodations requested by people with disabilities by removing the noticing requirements and the option to appeal. This local policy-driven change to the County Code would change procedural details related to public notification for reasonable accommodation requests. While this proposed change would remove the public hearing process associated with an appeal, pursuant to CEQA Guidelines Section 15202, CEQA does not specifically require formal hearings at any stage of the environmental review process. Because it is a procedural change, it would not result in any potential impacts to the environment.
- Update the DBO (Chapter 22.120) with the following local policy-driven changes:
 - Amend the incentives sliding scale to add the number of incentives for projects with Acutely Low-Income housing set-aside.
 - Adjust the number of incentives that goes beyond the SDBL's maximum.
 - Require the number of density bonus units for each tenure to be proportional to the number of affordable housing set-aside units or the number of senior housing units for each tenure in a mixed tenure project.

These updates to the DBO would not result in potential environmental impacts because these updates would not change the number of density bonus units or where the density bonus units would be located. Further, both the current County Code and the SDBL provide unlimited waivers for affordable housing applicants, which allow for modification of development standards (e.g. height limits, setbacks, etc.). Therefore, the increase in the allowable incentives would not result in change to baseline conditions related to allowable modifications to development standards.

2.3.4 Proposed DBO Update with Potential Environmental Impacts

The Proposed DBO Update as described in Section 2.1.4 above constitute the only HOU components with potential to result in indirect environmental impacts under CEQA. The Proposed DBO Update changes 1) how density bonuses are calculated and 2) allow more properties to be eligible for density bonuses in the unincorporated areas. They would allow some project applicants to receive bigger density bonuses and/or higher density on newly density bonus-eligible properties, which could be located on properties that were not specifically identified in the Housing Element Update PEIR. Therefore, there is the potential for indirect environmental impacts related these DBO updates, which are analyzed in this Addendum. The following paragraphs detail the methodology used to quantitatively analyze the potential environmental impacts and demonstrate how these impacts fall within the number of units analyzed in the Housing Element Update PEIR.

Density Bonus Unit Projections

As provided below and summarized in Table 2, the updates summarized in Section 2.1.4 above projected density bonus units from the DBO updates fall within the Housing Element projected density bonus units. Table 2 provides the number of density bonus units entitled under the current DBO (row 1), the maximum number of density bonus units possible under the Proposed DBO Update (row 2) and compares it to the number of density bonus units analyzed under the Housing Element Update PEIR (row 3).

Table 2. Comparison of Density Bonus Units

Row	Density Bonus Ordinance		Density Bonus Units in a 5-Year Period	Annual Average Density Bonus Units
1	Current Density Bonus Ordinance		2,753 ¹	551 ¹
2	Proposed Density Bonus Ordinance Update	<i>Potential Density Bonus Units from Updated Calculation Methodology²</i>	2,029	406
		<i>Potential Density Bonus Units on Newly Eligible Lots³</i>	1,146	229
		<i>Total for Proposed Density Bonus Units</i>	3,175	635
3	Housing Element		5,619	702

Notes:

- ¹ Based on County of Los Angeles records of all affordable housing projects entitled under the current Density Bonus Ordinance from January 1, 2020, to December 31, 2024.
- ² The potential density bonus units from the adjusted sliding scale were calculated by applying the adjusted sliding scale to the historical density bonus data, removing the additional bonus as an incentive from any historical projects that used the incentive, and including the manager's unit in total pre-bonus unit count when calculating the affordable housing set-asides and the number of density bonus units.
- ³ The potential density bonus units on newly eligible lots were calculated by determining the number of lots with an H18 or H30 General Plan land use designation that would be eligible for a density bonus with the addition of one or two accessory dwelling units, and then calculating the projected density bonus units that could result from these newly eligible lots. Table 3 and Table 4 further describe the methodology used to calculate this number.

Table 2 Row 1: 2020–2024 Historical Data Under Current Density Bonus Ordinance

The current DBO became effective in November 2019. To determine how many potential density bonus units would result from the Proposed DBO Update, an analysis was conducted based on the historical data of all affordable housing projects that were entitled from January 1, 2020 through December 31, 2024, pursuant to the current DBO. The total number of density bonus units entitled during this period was 2,753, or an average of 551 per year (shown in Table 2, row 1). Thus, based on historical data, an average of 551 density bonus units per year can be interpreted as being representative of the typical year under the current DBO.

Table 2 Row 2: Density Bonus Unit Projections Under Proposed Density Bonus Ordinance

To determine how each of the proposed changes to the DBO would affect the potential number of density bonus units that could be developed based on 2020 through 2024 historical data, the methodology described below was used to ensure each change was captured in the calculations.

Potential Density Bonus Units from Updated Calculation Methodology

The number of potential density bonus units was calculated using the historical data as a representative of affordable housing projects with density bonus units over a 5-year period. Specifically, the following three changes were incorporated into the updated calculation methodology.

1. Projected Density Bonus Units Based on Proposed Inclusion of Manager's Unit: The Proposed DBO Update would require the inclusion of the manager's unit when calculating both the affordable housing set-aside and the density bonus. When calculating the potential density bonus units under the Proposed DBO Update, the affordable housing set-aside percentage was re-calculated using the historic affordable housing set-

aside unit counts. For example, as depicted in the case study shown in Table 3, below, under the current DBO, a project setting aside 36 of the 37 pre-bonus units for moderate income households is considered providing a 100% affordable housing set-aside since the manager's unit is subtracted. Under the Proposed DBO Update, a project setting aside the same number of pre-bonus units (36 of 37) is considered providing a 97.30% affordable housing set-aside since the manager's unit would not be subtracted. The different set-aside percentage would then place the project into a different increment on the density bonus sliding scale. The proposed inclusion of the manager's unit was applied to each of the historic affordable housing projects to calculate the projected density bonus units under the Proposed DBO Update, with the assumption that the applicant would propose the same number of affordable housing set-aside units on the same lot.

2. Projected Density Bonus Units Based on Proposed Adjusted Sliding Scale: The Proposed DBO Update would adjust the density bonus sliding scale, which determines the density bonus percentages based on the set-aside percentages and the level of affordability. For example, as depicted in the case study shown in Table 3, below, the adjusted sliding scale under the Proposed DBO Update would allow a density bonus of 91.25%.³ The proposed adjusted sliding scale was applied to each of the historic affordable housing projects to calculate the potential density bonus units under the Proposed DBO Update, with the assumption that the applicant would propose the same number of affordable housing set-aside units on the same lot.
3. Projected Density Bonus Units Based on Proposed Removal of Additional Density Bonus as an Incentive: The Proposed DBO Update would remove the existing provision that allows an unlimited additional bonus through an incentive for projects with a 100% affordable housing set-aside. This was incorporated into the new density bonus calculation by removing the additional bonus from those representative projects that had used the unlimited bonus incentive, such as the case study shown in Table 3, below. This would result in a decrease in allowable density bonus units on a single lot.

To illustrate how the three changes above affect the total density bonus unit count on a single lot, Table 3 compares the number of density bonus units approved in an example housing project⁴ under the current DBO, and the number of potential density bonus units the same project with the same number of affordable housing set-aside units would receive under the Proposed DBO Update. Under the current DBO, 58 density bonus units were approved in exchange for 36 moderate income units provided in the housing project. In contrast, the applicant would receive 34 density bonus units under the Proposed DBO Update if the same number of moderate income units were provided.

Table 3. Case Study - Comparison of Density Bonus Calculation

Variable	Current Density Bonus Ordinance	Proposed Density Bonus Ordinance
Maximum Units Allowed Per General Plan (Pre-Bonus)	37	37
Number of Proposed Manager's Unit	1	1
Number of Proposed Affordable Housing Set-Aside Units	36 at 120% AMI (Moderate Income)	36 at 120% AMI (Moderate Income)
Proposed Affordable Housing Set-Aside Percentage	36 Affordable Units / (37 Pre-Bonus Units - 1 Manager's Unit) = 100%	36 Affordable Units / 37 Pre-Bonus Units = 97.30%

³ As shown in Table 22.120.050-A of the proposed HOU, the density bonus percentage would increase from the current's 58% to 91.25% for projects providing a 95% to 99% moderate income housing set-aside.

⁴ Project Number PRJ2023-003591, which was approved on March 7, 2024, to authorize a 95-unit apartment building with an affordable housing set-aside and on-site supportive services.

Table 3. Case Study - Comparison of Density Bonus Calculation

Variable	Current Density Bonus Ordinance	Proposed Density Bonus Ordinance
Density Bonus Percentage Based on Sliding Scale	60%	91.25%
Number of Density Bonus Units Based on Sliding Scale	(37 Pre-Bonus Units – 1 Manager's Unit) x 60% = 22 units	37 Pre-Bonus Units x 91.25% = 34 units
Eligible for Additional Bonus with a 100% Affordable Set-Aside as an Incentive?	Yes	N/A
Additional Bonus Units as an Incentive	36	None
Total Number of Density Bonus Units	22 Base Density Bonus Units + 36 Additional Density Bonus Units = 58 units	34 units

Notes: AMI = area median income; N/A = not applicable

As shown in Table 2, Comparison of Density Bonus Units, the total potential number of density bonus units resulting from the updated calculation methodology was determined to be 2,029 units over a 5-year period, or an average of 406 units per year (Table 2, row 2). The number of density bonus units resulting from the three changes pertaining to the density bonus calculation methodology would be decreased when compared to the total units allowed under the current DBO. This decrease is due to the removal of the existing provision that allows an additional density bonus as an incentive for housing development with a 100% affordable housing set-aside, as demonstrated in the case study in Table 3.

Potential Density Bonus Units on Newly Eligible Lots

Under the Proposed DBO Update, ADUs would be included as a pre-bonus unit when determining the number of pre-bonus units for density bonus eligibility. Under the current DBO, ADUs are not considered when determining eligibility. Because projects with an affordable housing set-aside must have a minimum of five pre-bonus units to qualify for a density bonus, under the SDBL, this proposed change could potentially make more lots eligible for a density bonus.

To capture the additional lots that would be newly eligible for a density bonus, a Countywide analysis was conducted for lots that are large enough to yield three or four principal units based on the General Plan land use designation's maximum allowable density, and, with the addition of one or two ADUs pursuant to the ADU Ordinance, would meet the minimum of five pre-bonus units under the Proposed DBO Update. Lots included in this analysis are designated H18 (0–18 dwelling units per acre) and H30 (20–30 dwelling units per acre) by the General Plan. As shown in Table 4 column 5, a total of 21,689 lots designated H18 or H30 would be newly eligible for a density bonus.

Table 4. Projected Density Bonus Units from Newly Eligible Lots

General Plan Land Use Designation	Lot Size (Square Feet)	Maximum Number of Principal Units Allowed Per General Plan (Per Lot)	Number of ADUs Needed to be Eligible for Density Bonus (Per Lot)	Total Number of Lots Newly Eligible for Density Bonus if ADUs are Proposed	Number of Lots Likely to Propose ADUs (Over 5 Years) ¹	Density Bonus Units (Per Lot) ²	Density Bonus Units Buildout (Over 5 Years)	Average Bonus Units Per Year
H18 (0–18 du/ac)	5,000 – 7,260	3	2	13,155	526	1	526	105
H18 (0–18 du/ac)	7,261 – 9,680	4	1	5,407	216	2	433	87
H30 (20–30 du/ac)	5,000 – 5,808	4	1	3,127	94	2	188	38
Total	N/A	N/A	N/A	21,689	836	N/A	1,146	229

Notes: ADU = accessory dwelling unit; du/ac = dwelling units per acre; N/A = not applicable.

¹ A discounting factor was applied to the total number of H18 and H30 lots of specific sizes shown in column 5 to account for the likelihood of these lots adding ADUs and becoming eligible for a density bonus as a result under the proposed Density Bonus Ordinance over a 5-year period. See Table 5 for more details on how the discounting factor was determined.

² A 27.5% density bonus was applied, which is consistent with the density bonus assumption used in Housing Element's buildout methodology.

Although 21,689 lots would become newly eligible for a density bonus under the Proposed DBO Update, only a subset of the lots is likely to propose ADUs and become eligible for a density bonus as a result. To estimate the number of newly eligible lots that would likely propose ADUs, the number of ADU applications that were approved on H18 and H30 lots from 2020 to 2024 was compiled (shown in Table 5, column 3), which consisted of 1,396 within H18 lots and 481 within H30 lots, for a total of 1,877 applications.

Table 5. Discounting Factor for the Likelihood of Lots Proposing ADUs and Becoming Newly Eligible for a Density Bonus

General Plan Land Use Designation	Number of Lots Countywide	ADU Applications Approved (2020–2024)	Percent of Lots with ADU Applications Approved (Discounting Factor) ¹
H18 (0–18 du/ac)	34,850	1,396	4%
H30 (20–30 du/ac)	16,304	481	3%

Notes: ADU = accessory dwelling unit; du/ac = dwelling units per acre.

¹ The percentage is used as a discounting factor to estimate the number of lots that will likely add ADUs and become eligible for a density bonus as a result of the proposed Density Bonus Ordinance over a 5-year period, as presented in Table 4, column 6.

The 3% and 4% factors were then applied to the 21,689 lots that are newly eligible for a density bonus to estimate the number of newly eligible lots that would likely propose ADUs (represented in Table 4, column 6). It was determined that 836 lots would likely propose ADUs and become newly eligible for a density bonus.

On the 836 lots that would likely propose ADUs and become newly eligible for a density bonus, a 27.5% density bonus was applied to estimate the total number of density bonus units that would result from the proposed changes

that broaden density bonus eligibility (i.e., the inclusion of ADUs in the pre-bonus unit count).⁵ As shown in Table 4, column 7, where the General Plan H18 land use designation allows a maximum of 3 principal units on a lot, a 27.5% density bonus would yield 1 bonus unit (i.e., 3 principal units x 27.5% = 1 bonus unit [rounded up]). Where the General Plan H18 or H30 land use designation allows a maximum of 4 principal units on a lot, a 27.5% density bonus would yield 2 bonus units (i.e., 4 principal units x 27.5% = 2 bonus units [rounded up]). If the projected 836 newly eligible lots received a density bonus, the anticipated density bonus unit buildout over a 5-year period would be 1,146 units, or an average of 229 units per year (Table 4, columns 8 and 9).

The 1,146 “new” density bonus units (or 229 average per year) on the newly eligible lots were then added to the potential density bonus units that result from the updated density bonus calculation methodology (i.e., 2,029 total units, or 406 average per year), which would result in 3,175 potential density bonus units over a 5-year period, or an annual average of 635 density bonus units (Table 2, row 2).

The annual average of 635 density bonus units under the Proposed DBO Update would represent an approximate 15% increase when compared to the 551 average density bonus units under the current DBO. As such, this 15% increase has the potential to result in more residential units in the unincorporated areas, and therefore has the potential to result in environmental impacts.

Table 2 Row 3: Comparison to Housing Element Density Bonus Unit Projection

The analysis of population and housing growth in the Housing Element Update PEIR included the assumption that density bonus units would be developed, and the environmental impacts of the buildout of the Housing Element was fully analyzed accordingly. As shown in Table 2, row 3, the maximum density bonus units that were assumed for implementation of the Housing Element over the 8-year planning cycle (2021–2029) was 5,619 units, which equates to an average of 702 units per year. As such, it can be demonstrated that the Housing Element Update PEIR analyzed the impacts associated with 5,619 density bonus units over the planning cycle, or 702 units per year, which is greater than the 3,175 density bonus units, or 635 units per year, that would result from the Proposed DBO Update. Therefore, the Housing Element Update PEIR fully accounted for the density bonus unit count that is anticipated to result from the Proposed DBO Update, and there would be no additional impact associated with density bonus units beyond what was set forth in the Housing Element Update PEIR.

Additional Density Bonus Unit Locations Due to the Newly Eligible Lots

Another factor that must be considered related to the Proposed DBO Update is the geographic scope of the potential density bonus units. The following narrative describes the methodology behind the analysis of geographic location, and how the potential density bonus units still fall within what was analyzed in the Housing Element Update PEIR.

Housing Element Update Rezoning Program

To demonstrate that there are enough sites within the unincorporated areas of Los Angeles County with adequate densities to accommodate the RHNA at each income level, the Housing Element Update included a Sites Inventory where the sites must meet several criteria, including residential zoning of a certain density, a minimum lot size, and being vacant or underutilized. Because the Sites Inventory falls short of the goal to have enough land to

⁵ The assumption of a 27.5% density bonus per lot is consistent with the methodology used in the Housing Element because a 27.5% density bonus was applied to certain sites in the Sites Inventory and the Rezoning Program, and was included in the Housing Element Update PEIR’s buildout analysis.

accommodate the RHNA, the Housing Element Update includes a Rezoning Program to allow for more housing. Per Appendix G, Sites Inventory and Rezoning Methodology, of the Housing Element, to compile a list of the most appropriate sites for rezoning and redesignation, County staff performed a site selection analyses for more than 200,000 parcels within unincorporated Los Angeles County (County of Los Angeles 2022b). The sites selected for potential rezoning and redesignation were initially screened based on size, General Plan land use designation, and County Assessors data (County of Los Angeles 2022b). Criteria for excluding certain lots included avoidance of areas that were biologically sensitive and sites in various naturally constrained areas such as the Very High Fire Hazard Severity Zone. The sites were further refined using additional criteria to determine if the sites were developable and met the requirements of the state's Housing Element Law. The site selection methodology is discussed in further detail in Appendix G, Sites Inventory and Rezoning Methodology, of the Housing Element (County of Los Angeles 2022b).

The County anticipated that rezoning of these parcels would increase capacity and that housing development would occur over time on these parcels to meet the additional housing needs. The Housing Element Update PEIR, which analyzed the environmental impacts associated with implementation of the Housing Element Update, considered all of the parcels identified in the Rezoning Program. Because the Housing Element Update PEIR considered development within the Rezoning Program parcels and did not consider development on all residential properties that could potentially be subject to the DBO updates, it is likely that some of the anticipated development that would be generated under the DBO updates were not necessarily anticipated at the same locations as in the Housing Element Update PEIR.

Newly Eligible Density Bonus Lots

The newly density bonus-eligible lots are not located exclusively within the Rezoning Program areas that were evaluated in the Housing Element Update PEIR. This is because the locational criteria used to exclude lots from the Rezoning Program areas have no impact on where ADUs are permitted (and the addition of ADUs is what would make the H18 and H30 lots listed in Table 4 eligible for a density bonus), since the state ADU law allows ADUs where housing is allowed and/or exists. Similarly, the SDBL applies to any lot where a minimum of five pre-bonus units is permitted with no additional locational criteria. As such, the Proposed DBO Update – specifically, the proposed inclusion of ADUs for density bonus edibility – may result in development on lots outside the Rezoning Program areas that were evaluated in the Housing Element PEIR; therefore, this Addendum evaluates the potential environmental impacts associated with development of one or two density bonus units on these newly eligible lots in the H18 and H30 designations (Table 4, row 7).

Of the anticipated 635 density bonus units that could occur in a typical year with the Proposed DBO Update, 406 potential density bonus units that are expected to result from the proposed density bonus calculation methodology are projected on lots with density bonus units already approved under the current DBO for 2020 to 2024. These lots are already eligible for a density bonus and, therefore, these 406 density bonus units would be located in the same areas that were historically eligible for a density bonus and are included within the density bonus unit count evaluated in the Housing Element Update PEIR.

Of the anticipated 635 density bonus units that could occur in a typical year with the Proposed DBO Update, 229 potential density bonus units could occur annually on the newly eligible lots (Table 2, row 2). As previously stated, it is highly unlikely that all H18 and H30 land use designation properties proposing ADUs would also request a density bonus. Further, many would be within the Rezoning Program areas because the H18 and H30 land use designations are generally mapped in the urbanized areas of the unincorporated County outside areas that are

biologically sensitive and/or with natural constraints, and therefore were analyzed in the Housing Element Update PEIR, thereby encouraging development on lots that were already included in the Rezoning Program. Therefore, it can be anticipated that these additional density bonus units would occur on higher-density urban infill properties given where the H18 and H30 land use designations are mapped, which inherently are mapped in urbanized areas with existing infrastructure and services.

Nevertheless, it is anticipated that in any given year, a small percentage of the 229 potential density bonus units could be developed on properties that were not identified for growth in the Rezoning Program area analyzed by the Housing Element Update PEIR, and, therefore, impacts to those specific locations would not have been assessed in the Housing Element Update PEIR. As shown in Table 4, there is only the potential for one to two additional density bonus units on any given lot. *As such, this Addendum includes an analysis of the potential environmental impacts related to the development of one to two additional density bonus units in the H18 and H30 land use designations that are not included in the Rezoning Program of the Housing Element.*

2.4 Project Discretionary Actions and Approvals

The HOU would require the following discretionary actions by the County:

- Approval of this Housing Ordinances Update Addendum to the Housing Element Update PEIR
- Approval of Amendments to Title 21 and Title 22 of the County Code

3 Environmental Analysis

The Housing Element Update PEIR evaluated all the environmental issue areas included in County’s Guidelines for Thresholds of Significance, consistent with Appendix G of the CEQA Guidelines. As presented in the discussion below, the proposed HOU would not result in any new significant information of substantial importance, new impacts, or an increase in the severity of previously identified impacts associated with the issues covered in the Housing Element Update PEIR (County of Los Angeles 2021).

3.1 Aesthetics

Housing Element Update PEIR Finding

The Housing Element Update PEIR determined that the Housing Element Update would allow for greater densities than currently allowed in Los Angeles County, but future development would comply with the framework of existing General Plan policies and ordinances, as well as policies proposed as part of the Housing Element Update, that serve to protect existing scenic vistas, state scenic highways, and visual character. In addition, compliance with the County’s Zoning Ordinance (Title 22 of the County Code), such as County Code Section 22.46.530 (Signs); the California Building Code; and other applicable County provisions that protect daytime and nighttime views would be enforced through the County’s development review and permit process. Impacts related to aesthetics were determined to be less than significant.

Proposed Housing Ordinances Update Analysis

The proposed HOU would allow for the development of one to two density bonus units on newly eligible properties in the H18 and H30 land use designations. These properties would be required to have a base density of at least five units, including ADUs, to be eligible for the density bonus of one to two units. As such, the potential aesthetic impact associated with changing from a five-unit lot to a six- or seven-unit lot could include increased height or building mass to accommodate the extra unit(s). Some properties under the DBO updates would receive an increase in density bonus allowance due to the new increments for affordable housing set-asides and associated density bonus, but the majority would have a decreased allowance due to the removal of the existing provision that allows an additional density bonus as an incentive for housing development with a 100% affordable housing set-aside.

It is anticipated that properties under the H18 and H30 land use designations or on parcels not specifically considered in the Housing Element Update PEIR would be within an urbanized area subject to existing residential and/or urban development standards, and would be compatible with the surrounding community. The addition of unit(s) on an individual lot would result in an incremental increase in building mass that would be subject to the existing County Code requirements for development standards (e.g., standards for setback, height, scale, outdoor lighting, and other standards as established by the California Building Code), as well as General Plan policies that are meant to maintain continuity in the built environment and to protect daytime and nighttime views. The addition of unit(s) on a developed property within an urban setting would have an incremental impact on the immediately surrounding land uses in a manner similar to all of the housing anticipated in the Housing Element Update PEIR, and would not have the potential to result in a significant aesthetic impact.

Further, any future development proposals would be required to undergo project-specific developmental review to ensure compliance with applicable County standards, and any discretionary project seeking approval under the

HOU would be subject to CEQA requirements. There would be no substantial changes to circumstances or new information that would alter the impact conclusions of the Housing Element Update PEIR, and no new significant impacts or a substantial increase in severity of impacts to aesthetics would occur as a result of the proposed HOU.

3.2 Agriculture and Forestry Resources

Housing Element Update PEIR Finding

The Housing Element Update PEIR determined that the Rezoning Program, which would provide zoned capacity to accommodate the development of housing units to meet the RHNA, would occur in urban and suburban areas, many of which are located along commercial corridors. These areas would not include Prime Farmland or Farmland of Statewide Importance, areas zoned for agricultural use, areas designated for the Williamson Act, or forest land. It was determined that the Housing Element Update would have no impact on agricultural or forestry resources.

Proposed Housing Ordinances Update Analysis

Although future development under the HOU could be on parcels outside of the Rezoning Program area, and thus were not considered specifically in the Housing Element Update PEIR analysis, this would not result in changes to impacts on agricultural resources. The Proposed DBO Update would not encourage development in areas designated as Prime Farmland or Farmland of Statewide Importance, areas zoned for agricultural use, areas designated for the Williamson Act, or forest land. All newly eligible density bonus units would occur on properties with an H18 or H30 land use designation, which are not intended for agricultural uses, or in urban areas intended for residential development. Otherwise, a zoning change or land use amendment would be required.

Further, any future development proposals would be required to undergo project-specific developmental review to ensure compliance with applicable County standards, and any discretionary project seeking approval under the HOU would be subject to CEQA requirements. There would be no substantial changes to circumstances or new information that would alter the impact conclusions of the Housing Element Update PEIR, and no new significant impacts or a substantial increase in severity of impacts to agriculture or forestry resources would occur as a result of the proposed HOU.

3.3 Air Quality

Housing Element Update PEIR Finding

The Housing Element Update PEIR determined that the Housing Element Update would result in the potential to increase the frequency and/or severity of existing air quality violations, and would result in a potentially significant impact associated with Consistency Criterion 1 of the South Coast Air Quality Management District's Air Quality Management Plan, as well as with a potential conflict with Antelope Valley Air Quality Management District air quality plans, including the 2016 Federal 75 Parts per Billion Ozone Attainment Plan, and would be a potentially significant impact.

Mitigation Measure (MM) AQ-1 through MM AQ-5, and MM TRA-1 through MM TRA-7 would be applied to reduce potential construction and operational emissions (see Section 4.3, Air Quality, and Section 4.17, Transportation, of the Housing Element Update PEIR [County of Los Angeles 2021] for complete descriptions of the mitigation

measures). However, it was determined that, even with implementation of mitigation, the impact would remain significant and unavoidable.

Proposed Housing Ordinances Update Analysis

The proposed changes from the DBO updates could result in an incremental increase in density due to the additional one to two density bonus units that would be allowable on a newly eligible property. The location of the unit(s) is not relevant to the analysis of air quality, which is assessed based on impacts on the air basin. Site-specific impacts were not considered in the Housing Element Update PEIR. The Proposed DBO Update would generate density bonus units that are already within the scope of the build-out assumptions of the Housing Element Update PEIR. As previously discussed, the Housing Element Update PEIR factored in 5,619 density bonus units (702 units per year over the 8-year Housing Element cycle) within the environmental analysis. In comparison, the proposed HOU would result in a maximum of 3,175 density bonus units (635 units per year over a 5-year period). Because more density bonus units were considered under the Housing Element Update PEIR than are possible under the proposed HOU, operational impacts of the proposed HOU would not result in changes to the potential impact. Therefore, the analysis of air quality impacts conducted as part of the Housing Element Update PEIR encompasses the potential for environmental impacts resulting from the DBO updates.

Further, any future development proposals would be required to undergo project-specific developmental review to ensure compliance with applicable County standards, and any discretionary project seeking approval under the HOU would be subject to CEQA requirements. There would be no substantial changes to circumstances or new information that would alter the impact conclusions of the Housing Element Update PEIR, and no new significant impacts or a substantial increase in severity of impacts to air quality would occur as a result of the proposed HOU.

3.4 Biological Resources

Housing Element Update PEIR Finding

The Housing Element Update PEIR determined that although the Rezoning Program would occur in urban and suburban areas that are heavily disturbed, some areas of the Rezoning Program are within 1 mile of sensitive plant and wildlife biological resources as defined and mapped by the California Natural Diversity Database; therefore, the impact would be potentially significant. MM BIO-1 and MM BIO-2 would be implemented to reduce impacts to special-status species to less than significant. No known federally protected wetlands were mapped in the areas of the Housing Element Update PEIR; however, the Housing Element Update PEIR noted that not all wetland features are captured within the available reference data. As such, the Housing Element Update PEIR concluded that the Housing Element Update could result in a potentially significant impact. MM BIO-1 and MM BIO-3 would be implemented, which would reduce the potential impact to less than significant. The Housing Element Update PEIR found that there would be no impacts to regional wildlife linkages, and no conflict with the County's Oak Tree Ordinance, the Oak Woodlands Conservation Management Plan, or the County Hillside Management Area Ordinance.

Proposed Housing Ordinances Update Analysis

Although future development subject to the DBO updates could be on parcels outside of the Rezoning Program area, and thus not considered specifically, this would not result in a substantial change to biological resources impacts. Future housing development projects taking advantage of the density bonus allowed under the DBO updates would be subject to General Plan policies and relevant state and regional regulations protecting biological resources.

Additionally, MM BIO-1 through MM BIO-3 would be implemented for future projects where applicable, reducing any potential impact to biological resources to less than significant. Therefore, the proposed HOU would not result in any more substantial impacts to areas identified as having sensitive plant or wildlife biological resources, wetlands, or wildlife linkages, and the HOU would not result in new or greater impacts to biological resources.

Further, any future development proposals would be required to undergo project-specific developmental review to ensure compliance with applicable County standards, and any discretionary project seeking approval under the HOU would be subject to CEQA requirements. There would be no substantial changes to circumstances or new information that would alter the impact conclusions of the Housing Element Update PEIR, and no new significant impacts or a substantial increase in severity of impacts to biological resources would occur as a result of the proposed HOU.

3.5 Cultural Resources

Housing Element Update PEIR Finding

The Housing Element Update PEIR found that areas included in the Rezoning Program (where future development associated with the Housing Element could occur) contain properties 45 years old and older that have not yet been evaluated for historical significance, and impacts to these properties could result in potentially significant impacts. Implementation of MM C-1 would ensure that these properties are evaluated in accordance with professional standards prior to activities associated with future development projects. MM C-2 would ensure alterations or modifications to historical resources would conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties, Standards for Rehabilitation. However, demolition is generally considered significant and unavoidable that cannot be mitigated to a less-than-significant level.

No archaeological resources were identified within the Rezoning Program area; however, it is possible that unanticipated discoveries could be encountered as part of development activities associated with the Housing Element Update. Implementation of MM C-3 and MM C-4 would ensure that construction personnel would undergo training for the proper identification and treatment of inadvertent discoveries, and would require the retention of an on-call qualified archaeologist to address inadvertent discoveries. With mitigation incorporated, the Housing Element Update PEIR found that the potential impact to archaeological resources would be reduced to less than significant.

The Rezoning Program area was found to include geological units with moderate to high paleontological sensitivity; therefore, impacts would be potentially significant. Implementation of MM C-5 would require the retention of a qualified paleontologist to implement a paleontological monitoring program, which would reduce the impact to less than significant. In the event that human remains are inadvertently encountered during future housing development projects, such resources would be treated in accordance with state and local regulations with regard to human remain discovery. With adherence to regulatory requirements, the Housing Element Update PEIR concluded that impacts would be less than significant.

Proposed Housing Ordinances Update Analysis

Because the Housing Element Update PEIR is a programmatic document, and the location of future housing development projects is unknown, the Housing Element Update PEIR applied mitigation measures to reduce potential impacts to cultural resources to less than significant in the case that cultural resources may be present

at future project sites. The proposed HOU may indirectly result in more dense housing development projects located on parcels that were not specifically analyzed as part of the Housing Element Update PEIR. However, future projects on these parcels would be subject to the mitigation set forth in the Housing Element Update PEIR. MM C-1 through MM C-5 would apply, which would reduce potentially significant impacts to less than significant, except for the impact associated with the demolition of a historical resource, just as in the Housing Element Update PEIR. Even with implementation of MM C-1 and MM C-2, which would ensure that these properties are evaluated in accordance with professional standards and that alterations or modifications to historical resources would conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties, Standards for Rehabilitation, demolition of a historic resource is generally considered significant and unavoidable and cannot be mitigated to less than significant. Even so, the HOU would not result in new or greater impacts to cultural resources than was found in the Housing Element Update PEIR.

Further, any future development proposals would be required to undergo project-specific developmental review to ensure compliance with applicable County standards, and any discretionary project seeking approval under the HOU would be subject to CEQA requirements. There would be no substantial changes to circumstances or new information that would alter the impact conclusions of the Housing Element Update PEIR, and no new significant impacts or a substantial increase in severity of impacts to cultural resources would occur as a result of the proposed HOU.

3.6 Energy

Housing Element Update PEIR Finding

The Housing Element Update PEIR found that any future housing development facilitated by the programs within the Housing Element Update would be required to adhere to all federal, state, and local requirements for energy efficiency, including the latest Title 24 standards, the County's Climate Action Plan, SCAG's RTP/SCS, and California Air Resources Board's Scoping Plan. This framework of regulations would increase energy efficiency of future residential development. The Housing Element Update PEIR found that impacts related to energy would be less than significant.

Proposed Housing Ordinances Update Analysis

The potential density increase associated with the DBO updates, and the associated energy demands, were included in the build-out assumptions of the Housing Element Update PEIR. As previously discussed, the Housing Element Update PEIR factored in 5,619 density bonus units (702 units per year over the 8-year Housing Element cycle) within the environmental analysis. In comparison, the proposed HOU would result in a maximum of 3,175 density bonus units (635 units per year over a 5-year period). Any future housing development facilitated by the HOU would be required to adhere to all federal, state, and local requirements for energy efficiency, including the latest Title 24 standards, the County's Climate Action Plan, SCAG's RTP/SCS, and the California Air Resources Board's Scoping Plan, which would reduce energy demand and increase energy efficiency of development facilitated by the HOU. Because more density bonus units were considered under the Housing Element Update PEIR than are possible under the proposed HOU, operational effects of the proposed HOU would not result in changes to the potential impact. Therefore, the HOU would not result in new or more severe impacts related to inefficient consumption of energy, or conflict with or obstruct a state or local plan for renewable energy or energy efficiency.

Further, any future development proposals would be required to undergo project-specific developmental review to ensure compliance with applicable County standards, and any discretionary project seeking approval under the HOU would be subject to CEQA requirements. There would be no substantial changes to circumstances or new information that would alter the impact conclusions of the Housing Element Update PEIR, and no new significant impacts or a substantial increase in severity of impacts to energy would occur as a result of the proposed HOU.

3.7 Geology and Soils

Housing Element Update PEIR Finding

Due to its location within predominantly built-up urban areas and outside of a known Active Fault Trace, Alquist–Priolo Earthquake Fault Zone, or known landslide area, the Housing Element Update PEIR found that the Housing Element Update would have a less-than-significant impact related to being located within an Alquist–Priolo Earthquake Fault Zone, and resulting in or being subject to strong seismic ground shaking, ground failure, liquefaction, lateral spreading, or landslides. Additionally, the Housing Element Update PEIR found that the Housing Element Update and associated Rezoning Program would not be within areas of unstable or expansive soils, nor result in substantial erosion or loss of topsoil because the Housing Element Update would not be within areas of greater susceptibility to soil erosion. Existing building and grading codes would serve to minimize hazards related to unstable and expansive soils, as would the required site-specific grading plans and reports reviewed by the County Plan Check Review process prior to future project approval. The Housing Element Update PEIR concluded that impacts related to unstable soil and soil erosion would be less than significant. The Housing Element Update PEIR found that the majority of future development under the Housing Element Update would be connected to existing wastewater systems and would not require on-site wastewater treatment systems, and thus would have a less-than-significant impact related to soils that could adequately support wastewater treatment systems.

Proposed Housing Ordinances Update Analysis

Although future development subject to the DBO updates could be on parcels outside of the Rezoning Program area, and thus not considered specifically in the Housing Element Update PEIR, the HOU would not result in any substantial change to geologic resources or soils, and would not exacerbate hazards associated with geology or soils. In the case that future projects are within an Active Fault Trace, Alquist–Priolo Earthquake Fault Zones, known landslide area, Hillside Management Area, or area with unstable or expansive soils, these projects would comply with the existing regulatory processes in place, including compliance with the California Building Code and preparation of site-specific geotechnical studies related to site stability and potential hazards, which serve to reduce or avoid soil erosion and hazards related to unstable and expansive soils. Therefore, the HOU would not result in new or more severe impacts associated with geologic, soil, or seismic conditions.

Further, any future development proposals would be required to undergo project-specific developmental review to ensure compliance with applicable County standards, and any discretionary project seeking approval under the HOU would be subject to CEQA requirements. There would be no substantial changes to circumstances or new information that would alter the impact conclusions of the Housing Element Update PEIR, and no new significant impacts or a substantial increase in severity of impacts to geology or soils would occur as a result of the proposed HOU.

3.8 Greenhouse Gas Emissions

Housing Element Update PEIR Finding

The Housing Element Update PEIR found that annual operational greenhouse gas (GHG) emissions with amortized construction emissions would not exceed the South Coast Air Quality Management District's threshold of 3,000 metric tons of carbon dioxide equivalent (CO₂e) per year or the Antelope Valley Air Quality Management District's threshold of 100,000 tons of CO₂e per year. Given this analysis, and the existing discretionary permits and future CEQA project-specific review process that would occur, the Housing Element Update PEIR determined that the Housing Element Update would not directly or indirectly generate GHG emissions that would have a significant impact on the environment. The future residential development facilitated by implementation of the Housing Element Update would be consistent with the applicable plans and regulations adopted for the purpose of reducing the emissions of GHGs. In addition, MM AQ-1 through MM AQ-5 and MM TRA-1 through MM TRA-7 would be applied to reduce potential construction and operational emissions (see Section 4.8 and Section 4.17 of the Housing Element Update PEIR [County of Los Angeles 2021] for complete descriptions of the mitigation measures). The Housing Element Update PEIR determined that impacts related to GHG emissions and conflict with applicable plans would be less than significant.

Proposed Housing Ordinances Update Analysis

The proposed changes from the DBO updates could result in an incremental increase in density due to the additional one to two density bonus units that would be allowable on a newly eligible property. The location of the unit(s) is not relevant to the analysis of GHG emissions, which is a global concern. Site-specific impacts are not considered in the Housing Element Update PEIR. The DBO updates would generate density bonus units that are already within the scope of the build-out assumptions of the Housing Element Update PEIR. As previously discussed, the Housing Element Update PEIR factored in 5,619 density bonus units (702 units per year over the 8-year Housing Element cycle) within the environmental analysis. In comparison, the proposed HOU would result in a maximum of 3,175 density bonus units (635 units per year over a 5-year period). Because more density bonus units were considered under the Housing Element Update PEIR than are possible under the proposed HOU, operational impacts of the proposed HOU would not result in changes to the potential impact. Therefore, the analysis of GHG impacts conducted as part of the Housing Element Update PEIR encompasses the potential for environmental impacts resulting from the DBO updates.

Further, any future development proposals would be required to undergo project-specific developmental review to ensure compliance with applicable County standards, and any discretionary project seeking approval under the HOU would be subject to CEQA requirements. There would be no substantial changes to circumstances or new information that would alter the impact conclusions of the Housing Element Update PEIR, and no new significant impacts or a substantial increase in severity of impacts related to GHGs would occur as a result of the proposed HOU.

3.9 Hazards and Hazardous Materials

Housing Element Update PEIR Finding

The Housing Element Update PEIR found that demolition and construction activities associated with future housing development facilitated by the Rezoning Program could require the transport of hazardous materials. Numerous

federal, state, and local regulations regulate the safe use and transport of hazardous materials, including the Resource Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); the Hazardous Materials Transportation Act; the International Fire Code; Title 22, Title 27, and Title 32 of the County Consolidated Fire Code; Government Code Section 65850.2; and Health and Safety Code, Division 20, Chapter 6.95, Article 2, Sections 25500 through 25520. These would reduce the potential release of hazardous materials related to future development projects. Thus, the Housing Element Update PEIR determined that these impacts would be less than significant.

The Housing Element Update PEIR found that the Rezoning Program excluded any sites within the 65 A-weighted decibel (dBA) or above Community Noise Equivalent Level contours within Airport Influence Areas. Although portions of the Rezoning Program area would overlap with the Los Angeles International Airport Influence Area and the Rezoning Program would allow development within 2 miles of a public airport, private airstrip, or heliport, the existing framework of federal, state, and County regulations and policies would prevent hazards to the public and environment near public airports. Additionally, the proposed Housing Element policies and programs would not significantly increase the safety hazard for people residing or working within the Housing Element Update area. The Housing Element Update PEIR found that this impact would be less than significant.

The Housing Element Update PEIR found that the County would coordinate rezoning with the Los Angeles County Fire Department, Los Angeles County Sheriff's Department, and various County departments to ensure adequate emergency response and service needs. Additionally, the existing regulatory framework and the location of the Rezoning Program in urbanized areas would ensure less-than-significant impacts associated with emergency response.

The Housing Element Update PEIR found that none of the Rezoning Program areas are within a fire hazard severity zone (refer to Figure 4.20-1 of the Housing Element Update PEIR). The Rezoning Program area would be within urban and suburban areas, many of which would be along commercial corridors, and would encourage in-fill development in areas with existing infrastructure. The Rezoning Program area would not be in wildland areas. Additionally, the Housing Element Update PEIR found that compliance with applicable regulations, goals, and policies would minimize impacts related to wildland fires. The Housing Element Update PEIR concluded that impacts associated with risk involving wildland fires would be less than significant.

Proposed Housing Ordinances Update Analysis

Although the Housing Element Update PEIR did not consider the potential for future development on every parcel in the unincorporated County, it considered the Countywide increase of density resulting from the Housing Element Update, including from use of the DBO. As such, the potential for hazards and hazardous materials impacts resulting from development of density bonus units was analyzed in the Housing Element Update PEIR at the programmatic level. Future development projects would be required to comply with the numerous federal, state, and local regulations for the safe use and transport of hazardous materials, including the Resource Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA); the Hazardous Materials Transportation Act; the International Fire Code; Title 22, Title 27, and Title 32 of the County Consolidated Fire Code; Government Code Section 65850.2; and Health and Safety Code, Division 20, Chapter 6.95, Article 2, Sections 25500 through 25520. Additionally, future development projects would comply with the Operational Area Emergency Response Plan, and would coordinate with the Los Angeles County Fire Department, the Los Angeles County Sheriff's Department, and the County Department of Public Works as applicable during

project review and approval to ensure consistency with emergency response plans and regulations related to wildfire and fire protection.

Further, any future development proposals would be required to undergo project-specific developmental review to ensure compliance with applicable County standards, and any discretionary project seeking approval under the HOU would be subject to CEQA requirements. There would be no substantial changes to circumstances or new information that would alter the impact conclusions of the Housing Element Update PEIR, and no new significant impacts or a substantial increase in severity of impacts to hazards or hazardous materials would occur as a result of the proposed HOU.

3.10 Hydrology and Water Quality

Housing Element Update PEIR Finding

The Housing Element Update PEIR found that construction of future housing projects would adhere to local, state, and federal regulations that protect water quality, including the California Green Building Standards Code and the Construction General Permit, which requires projects of more than 1 acre to prepare and implement a Stormwater Pollution Prevention Plan that includes best management practices to protect water quality. Operation of the Housing Element would comply with National Pollutant Discharge Elimination System and Municipal Separate Storm Sewer System Permits, and Stormwater Pollution Prevention Plan low-impact-development features would reduce impacts from runoff. The Housing Element Update PEIR found that the Housing Element Update's proposed policies and programs would not change these regulations or otherwise increase pollutant runoff. The Housing Element Update PEIR concluded that impacts related to water quality and drainage patterns would be less than significant.

The Housing Element Update PEIR found that the Rezoning Program area is not within any 100-year flood zones as determined by the Federal Emergency Management Agency, nor tsunami inundation areas. Furthermore, compliance with County regulations would require risk assessments of flooding from failure of aboveground water storage tanks for any future developments located downgrade, and thus would have a less-than-significant impact. The Housing Element Update PEIR found that there would be no impact related to placing housing within a 100-year flood hazard area, tsunami, or seiche zone.

In regard to groundwater use and recharge, the California Building Code requires development projects to submit an engineering geology report, which would include information about existing groundwater supplies and potential impacts to groundwater supplies. In addition, the increase in housing and population that would occur as a result of the Rezoning Program would align with SCAG's population and housing forecasts (upon which the RHNA is based). These forecasts do not anticipate a significant demand on groundwater supplies. Regarding groundwater recharge, the Housing Element Update PEIR found that the majority of the Rezoning Program area is developed and that the Housing Element would result in minor increases in impervious surfaces that could impact groundwater recharge. The Housing Element Update PEIR found that impacts to groundwater supplies and groundwater recharge would be less than significant.

Proposed Housing Ordinances Update Analysis

The Housing Element Update PEIR considered the overall effect of the Housing Element, including the effects of developing density bonus units. Although future development subject to the DBO updates could be on parcels outside of the Housing Element Rezoning Program area, and thus not considered specifically, future development

projects would still be required to comply with federal, state, and local regulations that protect water quality, including the California Green Building Standards Code, a project-specific County-issued grading or building permit with requirements that include best management practices to protect water quality, National Pollutant Discharge Elimination System requirements, Municipal Separate Storm Sewer System Permits, and County regulations for flood zones. Therefore, the HOU would not result in new or more severe impacts related to hydrology or water quality.

Further, any future development proposals would be required to undergo project-specific developmental review to ensure compliance with applicable County standards, and any discretionary project seeking approval under the HOU would be subject to CEQA requirements. There would be no substantial changes to circumstances or new information that would alter the impact conclusions of the Housing Element Update PEIR, and no new significant impacts or a substantial increase in severity of impacts to hydrology and water quality would occur as a result of the proposed HOU.

3.11 Land Use and Planning

Housing Element Update PEIR Finding

The Housing Element Update PEIR found that because the Rezoning Program would focus on encouraging infill development in urban and suburban areas, implementation of the Housing Element Update would not introduce substantially different land uses to the neighborhoods or include streets that would divide existing neighborhoods. Additionally, the Housing Element Update was developed to be consistent with the population forecasts of SCAG and to fill the projected gap between projected population and housing in Los Angeles County. Thus, it is consistent with the goals of SCAG's 2020–2045 RTP/SCS. Lastly, the Housing Element Update PEIR found that the Rezoning Program area does not overlap with Significant Ecological Areas and is not within any Habitat Conservation Plan area. Parcels within Hillside Management Areas were scoped out of the Rezoning Program, and therefore no future development facilitated by the Housing Element Update would occur in these areas. The Housing Element Update PEIR found that potential impacts related to physically dividing an established community and to compatibility between the Housing Element and applicable plans to be less than significant.

Proposed Housing Ordinances Update Analysis

The proposed HOU would not result in overall growth beyond what was considered in the Housing Element Update PEIR because the PEIR analysis took into account the potential use of the DBO, including development of 5,619 density bonus units across the unincorporated County, which is greater than the proposed HOU's assumed maximum potential of 3,175 density bonus units. Although the proposed HOU could result in indirect impacts from future projects on parcels not specifically considered in the Housing Element Update PEIR (outside of Rezoning Program areas), the addition of unit(s) in the H18 and H30 land use designations or on urban parcels intended for residential development would be required to comply with all applicable County Code regulations related to development standards and all applicable General Plan policies related to land use compatibility. Furthermore, development in the Hillside Management Areas or within Significant Ecological Areas would be subject to specific requirements and project-level CEQA analysis. Therefore, the proposed HOU would not result in substantive changes compared to the analysis in the Housing Element Update PEIR, and the HOU would not result in new or more severe impacts related to land use and planning. There would be no substantial changes to circumstances or new information that would alter the impact conclusions of the Housing Element Update PEIR, and no new significant

impacts or a substantial increase in severity of impacts to land use and planning would occur as a result of the proposed HOU.

3.12 Mineral Resources

Housing Element Update PEIR Finding

The Housing Element Update PEIR found that although portions of the areas within the Rezoning Program would be within Mineral Resource Zone 2 areas (where adequate information indicates that significant mineral deposits are present or there is a likelihood of their presence and development should be controlled), these areas are characterized as developed and urban. Thus, the change in land use on urbanized parcels would not result in the loss of availability of a known mineral resource. Additionally, no mineral resources sectors are located in unincorporated areas. The Housing Element Update PEIR found that oil and gas fields are located beneath substantial portions of the Los Angeles Basin, which spans parts of the Gateway, Metro, South Bay, and Westside Planning Areas. Additional oil and gas fields are located in the Chino Hills and Puente Hills, which traverse the East San Gabriel Valley, Gateway, and West San Gabriel Valley Planning Areas. However, the Housing Element Update would not dramatically reduce the availability of oil reserves throughout Los Angeles County because development of residential, commercial, and other urban uses does not preclude the continued use of nearby oil wells. The Housing Element Update PEIR concluded that impacts associated with mineral resources would be less than significant.

Proposed Housing Ordinances Update Analysis

Although future development could be on parcels outside of the Rezoning Program area and thus were not considered specifically in the Housing Element Update PEIR analysis, this would not result in changes to impacts on mineral resources. The Proposed DBO Update would not encourage development in areas subject to mineral recovery. All newly eligible density bonus units would occur on properties with H18 or H30 land use designations or in urban areas intended for residential development. Otherwise, a zoning change or land use amendment would be required. Further, any future development proposals would be required to undergo project-specific developmental review to ensure compliance with applicable County standards, and any discretionary project seeking approval under the HOU would be subject to CEQA requirements. There would be no substantial changes to circumstances or new information that would alter the impact conclusions of the Housing Element Update PEIR, and no new significant impacts or a substantial increase in severity of impacts to mineral resources would occur as a result of the proposed HOU.

3.13 Noise

Housing Element Update PEIR Finding

The Housing Element Update PEIR found that the Housing Element Update would result in changes to the 65 dBA Community Noise Equivalent Level traffic-attributed noise contour distances, which would result in outdoor noise levels beyond “normally acceptable” in certain areas with respect to created residential land uses. The Housing Element Update would implement policies from the General Plan to reduce potential noise land use compatibility impacts. The Housing Element Update PEIR found traffic noise to be potentially significant. The Housing Element Update PEIR found non-traffic (stationary-source) noise impacts could expose receptors to excessive stationary source noise, requiring site-specific development projects to include design features or noise mitigation measures

compatible with General Plan Noise Element Policies to meet the noise standards. The Housing Element Update PEIR found non-traffic noise to be potentially significant. MM N-1 would reduce exterior noise compatibility impacts, but noise levels may still be exceeded. The Housing Element Update PEIR concluded that impacts would remain significant and unavoidable.

The Housing Element Update PEIR found that, during construction, substantial distances would be necessary to not exceed County thresholds for groundborne vibration. Thus, the Housing Element Update PEIR concluded that impacts from construction vibration would be potentially significant. MM N-2 would be implemented to reduce construction-related vibration impacts, and MM N-3 would be implemented to reduce train-related vibration impacts. However, future development may still result in exceedance of applicable thresholds for vibration. The Housing Element Update PEIR concluded that impacts related to groundborne vibration would remain significant and unavoidable.

All future development in the Rezoning Program area would be required to be consistent with any applicable airport land use compatibility plan constraints pertaining to residential uses. Furthermore, compliance with policies included in the Land Use Element and Noise Element of the General Plan related to land use compatibility would ensure that development would not conflict with airport land use plans. The Housing Element Update PEIR determined that impacts related to excessive noise levels related to conflict with an airport land use plan or within 3 miles of a public airport would be less than significant.

Proposed Housing Ordinances Update Analysis

Because the Housing Element Update PEIR is a programmatic document, and the location of future housing development projects is unknown, the Housing Element Update PEIR applied mitigation measures to reduce potential noise impacts to adjacent sensitive receptors. Because the proposed HOU could indirectly facilitate the inclusion of additional density bonus units within a future housing development project, it could result in new traffic or non-traffic noise sources. However, the inclusion of one or two units on a lot that is developed with a minimum of five units within an urban area would result in a negligible incremental increase in noise in the immediately surrounding areas. The Housing Element Update PEIR considered the overall effect of the Housing Element, including the effects of developing density bonus units. Although future development subject to the requirements of the DBO updates could be on parcels outside of the Housing Element area, and thus not considered specifically, future development projects would still be required to comply with County Noise Ordinance regulations and with MM N-1 through MM N-3, as applicable. Any traffic noise generated by one or two more vehicles in areas that were not specifically anticipated to have an increase in traffic on local streets would be negligible.

Further, any future development proposals would be required to undergo project-specific developmental review to ensure compliance with applicable County standards, and any discretionary project seeking approval under the HOU would be subject to CEQA requirements. There would be no substantial changes to circumstances or new information that would alter the impact conclusions of the Housing Element Update PEIR, and no new significant impacts or a substantial increase in the severity of impacts to noise would occur as a result of the proposed HOU.

3.14 Population and Housing

Housing Element Update PEIR Finding

The Housing Element Update PEIR found that the Housing Element Update would not require the extension of roads or infrastructure that would accommodate a population beyond the growth anticipated for the Housing Element. The estimated population upon build-out of the Housing Element Update would be consistent with SCAG's regional growth projections and would facilitate the County's goal of meeting all housing needs for projected population growth. Additionally, the Housing Element Update PEIR found that the Rezoning Program would not displace a substantial number of existing people or housing; rather, it would facilitate an increase in housing supply. The Housing Element Update PEIR concluded that the Housing Element Update would result in a less-than-significant impact related to population and housing.

Proposed Housing Ordinances Update Analysis

The Housing Element Update PEIR considered the programmatic effect of implementation of the Housing Element Update, including the effects of adding 5,619 density bonus units throughout the 8-year cycle (or 702 units yearly). This is greater than the amount of density bonus units assumed to occur under the proposed HOU. There would be no substantial changes to circumstances or new information that would alter the impact conclusions of the Housing Element Update PEIR, and no new significant impacts or a substantial increase in severity of impacts to population and housing would occur as a result of the proposed HOU.

3.15 Public Services

Housing Element Update PEIR Finding

The Housing Element Update PEIR found that the increased densities as a result of the Housing Element Rezoning Program would increase demand on fire protection, emergency services, school services, and library services. The Housing Element Update PEIR identified a variety of existing and proposed regulatory processes that would serve to minimize impacts associated with fire protection facilities, schools, and libraries, including existing building and fire codes, the Developer Fee Program, other financial mechanisms to support expanded school services, and the library mitigation fee program. The Housing Element Update PEIR concluded that impacts related to public services would be less than significant.

Proposed Housing Ordinances Update Analysis

The DBO updates would not induce population growth beyond what was assumed for the build-out of the Housing Element because the Housing Element Update PEIR analyzed the maximum build-out of the Rezoning Program, including the use of the DBO, for a maximum of 5,619 density bonus units (702 units per year over the 8-year Housing Element cycle). With the proposed HOU, the assumed maximum density bonus units per year would be 635 units, which is less than what was evaluated in the Housing Element Update PEIR. Additionally, future housing development projects would be subject to local policies and regulations pertaining to public services and would pay the applicable development impact fees, which would support the expansion of public services as necessary. Because more density bonus units were considered under the Housing Element Update PEIR than are possible under the proposed HOU, operational effects of the proposed HOU would not result in changes to the potential impact.

Further, any future development proposals would be required to undergo project-specific developmental review to ensure compliance with applicable County standards, and any discretionary project seeking approval under the HOU would be subject to CEQA requirements. There would be no substantial changes to circumstances or new information that would alter the impact conclusions of the Housing Element Update PEIR, and no new significant impacts or a substantial increase in severity of impacts to public services would occur as a result of the proposed HOU.

3.16 Recreation

Housing Element Update PEIR Finding

The Housing Element Update PEIR found that the anticipated increase in population in the South Bay Planning Area, Metro Planning Area, and East San Gabriel Valley Planning Area would result in an increase in demand for recreational facilities in these areas because they are identified as High or Very High for park needs. Additionally, increases in population in areas that currently do not have adequate recreational facilities would have the potential to accelerate deterioration of existing facilities from intensified overuse. Pursuant to the Quimby Act and to the County Code, new residential subdivisions must dedicate parkland or pay in-lieu fees (or both, in some circumstances) to enable the County to maintain a ratio of 3 acres of local parkland for every 1,000 residents, as required by the County's Subdivision Code. These measures, as well as other County Codes and policies that ensure provision and maintenance of park facilities, would reduce the potential for deterioration of existing facilities. In addition, development and operation of new recreational facilities pursuant to implementation of the Housing Element Update may have an adverse physical effect on the environment. However, goals, policies, and actions in the General Plan, including the creation of a County Parks and Recreation Master Plan, a trails program, and Parks Sustainability Program, would guide development to reduce potential physical impacts on the environment. The Housing Element Update PEIR found that impacts related to recreational facilities would be less than significant.

Proposed Housing Ordinances Update Analysis

The DBO updates would not induce population growth beyond what was assumed for build-out of the Housing Element because the Housing Element Update PEIR analyzed the maximum build-out of the Rezoning Program, including the use of the DBO, for a maximum of 5,619 density bonus units (702 units per year over the 8-year Housing Element cycle). With the proposed HOU, the assumed maximum density bonus units per year would be 635 units, which is less than what was evaluated in the Housing Element Update PEIR. Therefore, the Proposed DBO Update would not result in new or more severe impacts to recreational facilities or regional trails due to higher demand or more use. Additionally, pursuant to the Quimby Act and the County Code, future residential subdivisions would dedicate parkland or pay in-lieu fees (or both, in some circumstances) to enable the County to maintain a ratio of 3 acres of local parkland for every 1,000 residents, as established by the County's Subdivision Code. Therefore, the HOU would not result in new or more severe impacts related to recreational facilities.

Further, any future development proposals would be required to undergo project-specific developmental review to ensure compliance with applicable County standards, and any discretionary project seeking approval under the HOU would be subject to CEQA requirements. There would be no substantial changes to circumstances or new information that would alter the impact conclusions of the Housing Element Update PEIR, and no new significant impacts or a substantial increase in severity of impacts to recreation would occur as a result of the proposed HOU.

3.17 Transportation

Housing Element Update PEIR Finding

The Housing Element Update PEIR found that the Housing Element Update would not conflict with the General Plan, including the Mobility Element, the Bicycle Master Plan, Step by Step Los Angeles County, the 2020–2045 RTP/SCS, or the Los Angeles County Metropolitan Transportation Authority programs and policies.

The Housing Element Update PEIR found that future development projects facilitated by the Housing Element Update may be screened out of preparing a vehicle miles traveled (VMT) detailed analysis. The Housing Element Update PEIR determined that a large number of parcels within the unincorporated County would potentially meet at least one of the screening criteria.⁶ Projects that are screened out are assumed to have less-than-significant impacts related to VMT. For those that are not screened out, each future development project would undergo transportation analysis that evaluates VMT as part of the project-specific environmental analysis. Even though overall program-level trip generation was determined to be negative due to reduction in commercial use, the VMT generated by proposed residential and mixed-use projects would be potentially significant. MM TRA-1 through MM TRA-7 would be implemented to reduce VMT at a project level. The Housing Element Update PEIR concluded that because the mitigation measures could not guarantee that VMT impacts would be reduced to a less-than-significant level, the impact would remain significant and unavoidable. Compliance with all provisions would be ensured through the project review process by the County and emergency service agencies (including the Fire Department, Sheriff's Department, and Department of Public Works). The Housing Element Update PEIR found that compliance with the applicable regulations and standards would result in a less-than-significant impact related to the potential to substantially increase hazards to a geometric design feature or incompatible use.

Proposed Housing Ordinances Update Analysis

The proposed changes from the DBO updates could result in an incremental increase in density due to the additional one to two density bonus units that would be allowable on a newly eligible property. The location of the unit(s) would not be relevant for regional VMT considerations, but could be relevant to the local transportation analysis zone for the community, which is a tool to help assess community-level VMT impacts. The increase of one to two unit(s) on a newly eligible property would result in a negligible change to VMT and would not be substantial enough to impact the conclusions of the VMT analysis presented in the Housing Element Update PEIR. It is anticipated that a large number of parcels within the unincorporated County would potentially meet at least one of the County's screening criteria. The development of residential uses and the use of the DBO for residential projects

⁶ Per Los Angeles County Public Works Transportation Impact Analysis Guidelines (County of Los Angeles 2020), and as referenced in the Governor's Office of Planning and Research's Technical Advisory on Evaluating Transportation Impacts in CEQA (OPR 2018), the following screening criteria apply to residential and mixed-use parcels:

- Does the development project generate a net increase of 110 or more daily vehicle trips?
- Is the project located within a one-half-mile radius of a major transit stop or an existing stop along a high-quality transit corridor? If the answer to the question above is yes, then the following subsequent questions should be considered:
 - a. Does the project have a floor area ratio less than 0.75?
 - b. Does the project provide more parking than required by the County Code?
 - c. Is the project inconsistent with the SCAG RTP/SCS?
 - d. Does the project replace residential units set aside for lower-income households with a smaller number of market-rate residential units?

If the answer to all four questions is no, further analysis is not required, and a less-than-significant determination can be made.

- Are 100% of the units, excluding manager's units, set aside for lower-income households?
- Does the project contain retail uses that exceed 50,000 square feet of gross floor area?

was considered under the total buildout of the Housing Element Update PEIR, and the potential impact was considered significant and unavoidable. Therefore, the Proposed DBO Update would not result in changes to the potential impact, and MM TRA-1 through MM TRA-7 would be required to reduce VMT at a project level.

Future housing development projects would comply with design and safety regulations and standards, and the project review process with the County and emergency service agencies to ensure conformity. As such, any additional units within a development project from the DBO would not conflict with applicable planning documents, increase hazards due to geometric design features, or result in inadequate emergency access.

Further, any future development proposals would be required to undergo project-specific developmental review to ensure compliance with applicable County standards, and any discretionary project seeking approval under the HOU would be subject to CEQA requirements. There would be no substantial changes to circumstances or new information that would alter the impact conclusions of the Housing Element Update PEIR, and no new significant impacts or a substantial increase in severity of impacts to transportation would occur as a result of the proposed HOU.

3.18 Tribal Cultural Resources

Housing Element Update PEIR Finding

For the Housing Element Update PEIR, a sample study within the Rezoning Program area was evaluated, and there were no resources that have been determined by the lead agency to be significant pursuant to the criteria set forth in PRC Section 5024.1. Further, no specific tribal cultural resources were identified within the generally proposed Rezoning Program areas by California Native American tribes, or by the County as part of the AB 52 and SB 18 notification and consultation process. The Housing Element Update PEIR determined that the Housing Element Update would result in less-than-significant impacts related to tribal cultural resources.

Proposed Housing Ordinances Update Analysis

Because the Housing Element Update PEIR is a programmatic document and the location of future housing development projects is unknown, the Housing Element Update PEIR applied mitigation measures to reduce potential impacts to cultural resources, including tribal cultural resources, to less than significant in the case that tribal cultural resources may be present at future project sites. The proposed HOU may indirectly result in more dense housing development projects located on parcels that were not specifically analyzed as part of the Housing Element Update PEIR. However, future projects on these parcels would be subject to the mitigation set forth in the Housing Element Update PEIR. MM C-3 through MM C-5 would apply, which would reduce potential significant impacts to less than significant.

Further, any future development proposals would be required to undergo project-specific developmental review to ensure compliance with applicable County standards, and any discretionary project seeking approval under the HOU would be subject to CEQA requirements and associated AB 52 consultation requirements. There would be no substantial changes to circumstances or new information that would alter the impact conclusions of the Housing Element Update PEIR, and no new significant impacts or a substantial increase in severity of impacts to tribal cultural resources would occur as a result of the proposed HOU.

3.19 Utilities and Service Systems

Housing Element Update PEIR Finding

The Housing Element Update PEIR found that each planning area is subject to Los Angeles Regional Water Quality Control Board orders that establish performance criteria and objectives. Each planning area would be served by an existing local water reclamation plant. At the time of future development projects, the applicable water reclamation plant would be evaluated to ensure that the appropriate treatment capacity to meet wastewater treatment demand is met. As such, wastewater generation in the Rezoning Program area would be discharged to treatment systems permitted by the Regional Water Quality Control Board. The Housing Element Update PEIR concluded that impacts associated with exceeding wastewater treatment requirements would be less than significant. The Housing Element Update PEIR did not address stormwater, electric power, natural gas, or telecommunications under this threshold.

The Housing Element Update PEIR found that the Housing Element would be consistent with planned population growth for unincorporated Los Angeles County, and parcels within the Rezoning Program area would have access to existing infrastructure, including public water and sewer. Additionally, the Housing Element Update would comply with the federal, state, and local regulatory framework that reduces potential impacts to existing water and wastewater treatment facilities. The Housing Element Update PEIR found that the Housing Element Update would have less-than-significant impacts related to the potential to require the construction of new or expanded water or wastewater treatment facilities.

Proposed Housing Ordinances Update Analysis

The potential density increase associated with the DBO updates, and the associated utility demands, were included in the build-out assumptions of the Housing Element Update PEIR. As previously discussed, the Housing Element Update PEIR factored in 5,619 density bonus units (702 units per year over the 8-year Housing Element cycle) within the environmental analysis. In comparison, the proposed HOU would result in a maximum of 3,175 density bonus units (635 units per year over a 5-year period). Therefore, the analysis of utility impacts, including water supply and solid waste, conducted as part of the Housing Element Update PEIR considered the effect of all dwelling units from DBO updates. Additionally, any future housing development facilitated by the HOU would be required to adhere to all local requirements for utility infrastructure. Because more density bonus units were considered under the Housing Element Update PEIR than are possible under the proposed HOU, operational effects of the proposed HOU would not result in changes to the potential impact.

Further, any future development proposals would be required to undergo project-specific developmental review to ensure compliance with applicable County standards, and any discretionary project seeking approval under the HOU would be subject to CEQA requirements. There would be no substantial changes to circumstances or new information that would alter the impact conclusions of the Housing Element Update PEIR, and no new significant impacts or a substantial increase in severity of impacts to utilities or service systems would occur as a result of the proposed HOU.

3.20 Wildfire

Housing Element Update PEIR Finding

The Housing Element Update PEIR found that the Rezoning Program area is not in any Fire Hazard Severity Zones. The emergency response plan for the Housing Element Update is the Operational Area Emergency Response Plan, which is prepared by the Office of Emergency Management. Future development projects would be required to coordinate among various County departments to ensure adequate emergency response, and would comply with policies of the General Plan Safety Element and the Vegetation Management Program created by the County Fire Department. The Housing Element Update PEIR found that the Housing Element Update would result in less-than-significant impacts related to wildfire risk.

Proposed Housing Ordinances Update Analysis

The Proposed DBO Update may indirectly result in additional density bonus units in areas that were not specifically analyzed in the Housing Element Update PEIR, including in areas located in Fire Hazard Severity Zones or that would otherwise exacerbate wildfire risk. The addition of one or two density bonus units on the newly eligible H18 and H30 land use designation lots would be an incremental increase in building mass that would be subject to the existing County Code requirements for development standards (e.g., standards for setback, height, scale, outdoor lighting, and other standards as established by the California Building Code) and General Plan policies that are meant to be protective of existing communities. The addition of unit(s) on a developed residential property within an H18 or H30 land use designation or other property intended for residential development in an urban setting would not have the potential to result in a significant increase in wildfire hazards. Future development projects would comply with the Operational Area Emergency Response Plan, and would coordinate with the Los Angeles County Fire Department, the Los Angeles County Sheriff's Department, and the County Department of Public Works, as applicable, during project review and approval to ensure consistency with emergency response plans and regulations related to wildfire and fire protection.

Further, any future development proposals would be required to undergo project-specific developmental review to ensure compliance with applicable County standards, and any discretionary project seeking approval under the HOU would be subject to CEQA requirements. There would be no substantial changes to circumstances or new information that would alter the impact conclusions of the Housing Element Update PEIR, and no new significant impacts or a substantial increase in severity of impacts to wildfire would occur as a result of the proposed HOU.

3.21 Mandatory Findings of Significance

3.21.1 Housing Element Update PEIR Finding

The Housing Element Update PEIR determined that the Housing Element Update would result in no impacts or less-than-significant impacts to aesthetics, agricultural resources, energy, geology and soils, GHG emissions, hazards and hazardous materials, hydrology and water quality, land use, mineral resources, population and housing, recreation, public services, tribal cultural resources, utilities, and wildfire. The Housing Element Update PEIR determined that the Housing Element Update would result in less-than-significant impacts with mitigation incorporated to biological resources and paleontological resources. The Housing Element Update PEIR determined

that the Housing Element Update would result in significant and unavoidable impacts to air quality, cultural resources, noise, and transportation.

3.21.2 Proposed Housing Ordinances Update Analysis

As shown in the discussion provided above, the potential impacts of the proposed HOU would fall within the range of environmental impacts analyzed in the Housing Element Update PEIR; as such, no new or different impacts would occur beyond those previously identified in the Housing Element Update PEIR. The HOU could facilitate the development of additional density bonus units in locations not specifically assessed in the Housing Element Update PEIR, which could result in site-specific environmental impacts related to aesthetics, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, noise, tribal cultural resources, transportation, and wildfire. However, as outlined within this document, the HOU would not result in substantial changes to circumstances or new information that would alter the impact conclusions of the Housing Element Update PEIR, and no new significant impacts or a substantial increase in the severity of impacts would occur as a result of the proposed HOU.

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4 References and Preparers

4.1 References

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4.2 List of Preparers

County of Los Angeles Department of Regional Planning

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**SUMMARY OF PROCEEDINGS
REGIONAL PLANNING COMMISSION
HOUSING ORDINANCES UPDATE
PROJECT NO. PRJ2022-000713-(1-5)
ADVANCE PLANNING PROJECT NO. RPPL2022001919
ENVIRONMENTAL ASSESSMENT NO. RPPL2022001920**

December 3, 2025 Regional Planning Commission (RPC) Hearing

At the public hearing on December 3, 2025, staff provided an overview of the Housing Ordinances Update (HOU), which amends Title 21 (Subdivisions) and Title 22 (Planning and Zoning) of the Los Angeles County Code (County Code) to align local housing development regulations in the unincorporated areas with recent changes in state law; support the preservation and development of affordable housing; promote housing diversity; remove zoning barriers to fair housing; and simplify language and correct errors in the County Code to improve clarity and facilitate implementation.

There was no public testimony given. During the discussion, the RPC asked staff about the County's area median income, which is \$106,600 for a four-person household in 2025. The RPC also asked about the allowable square footage of a junior accessory dwelling unit (ADU). Staff confirmed that under the State ADU Law, a junior ADU shall not exceed 500 square feet.

The RPC also asked staff to clarify the proposed like-for-like affordable housing replacement requirement. Staff explained that while state law only requires replacement of the total aggregate number of bedrooms at the required affordability level, the proposed like-for-like replacement of the number of bedrooms in each replacement unit exceeds the state requirement and is more protective of housing stock for larger households. This local policy change will also operate in coordination with the tenant protections in state law, which provide tenants of demolished units a right of first refusal for a comparable unit in the new development. Furthermore, staff explained that a comparable unit may not be required by state law, which is also reflected in the HOU as an exemption, if providing one would be precluded due to unit size limitations of a funding source for the new housing development.

The RPC also inquired about the proposed duration of affordability for rental income-restricted units. Staff explained that under the current Density Bonus Ordinance (DBO), the duration of affordability for rental income-restricted units is 55 years. On the other hand, the duration of affordability for income-restricted units under other housing ordinances, such as the Affordable Housing Preservation Ordinance (AHPO) and the Inclusionary Housing Ordinance (IHO), is in perpetuity. As the State Density Bonus Law was recently amended to allow for an affordability period longer than 55 years by local ordinances, the proposed 99-year term will apply to rental income-restricted units across the DBO, the AHPO, and the IHO, which in turn will improve clarity and facilitate implementation.

The RPC closed the public hearing and unanimously voted (4-0) to recommend approval of the HOU to the Board of Supervisors.

Concurring: Commissioners Louie, Moon, Duarte-White and O'Connor

Dissenting: None

Abstaining: None

Absent: Commissioner Hastings (present for staff presentation, but not present for the vote)

Action Date: December 3, 2025

**RESOLUTION
REGIONAL PLANNING COMMISSION
COUNTY OF LOS ANGELES
PROJECT NO. PRJ2022-000713
ADVANCE PLANNING PROJECT NO. RPPL2022001919
ENVIRONMENTAL ASSESSMENT NO. RPPL2022001920**

WHEREAS, the Regional Planning Commission ("Commission") of the County of Los Angeles ("County") conducted a duly noticed public hearing on December 3, 2025 to consider amendments to Title 21 (Subdivisions) and Title 22 (Planning and Zoning) of the Los Angeles County Code ("County Code") to align local housing development regulations in the unincorporated areas with recent changes in state law; support the preservation and development of affordable housing; promote housing diversity; remove zoning barriers to fair housing; and simplify language and correct errors in the County Code to improve clarity and facilitate implementation; and

WHEREAS, the Commission finds as follows:

1. The County Board of Supervisors ("Board") adopted the General Plan pursuant to California Government Code ("Government Code") section 65300 on October 6, 2015;
2. The General Plan must contain a housing element that sets forth goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing for all income groups and persons with disabilities pursuant to Government Code Section 65583;
3. A housing element is required to be updated periodically to, among other things, evaluate the appropriateness of a jurisdiction's housing goals, objectives, and policies towards attainment of state housing goals and the effectiveness of the housing element in the community's housing goals and objectives attainment, pursuant to Government Code Section 65588;
4. The Revised Housing Element, which was adopted by the Board on May 17, 2022, and certified by the State Department of Housing and Community Development on May 27, 2022, includes a list of over 60 programs to increase the supply of housing, preserve existing housing stock and provide equal access to housing opportunities in short-, medium-, long-term, and ongoing programs;
5. Program 22 (Housing for Acutely Low Income Households Program) includes, among other things, amendments to Title 22 to include, incentivize, and preserve acutely low income (ALI) housing for households earning no more than 15 percent of the County's area median income;
6. The proposed Ordinance implements Program 22 by adding a definition for "acutely low income households," establishing an ALI affordability category, with

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its own set-aside requirements, corresponding density bonuses and incentives, and a parking exemption for ALI units in Chapter 22.120 (Density Bonus);

7. Program 24 (Reasonable Accommodations Ordinance Update and Removal of Zoning Barriers to Fair Housing) includes, among other things, the evaluation of and an update to the existing procedures for persons with disabilities to request reasonable accommodations with respect to land use and zoning regulations;
8. The proposed Ordinance implements Program 24 by further streamlining the review process for reasonable accommodations in Chapter 22.182 (Request for Reasonable Accommodation). The proposed Ordinance removes the application fee, public noticing requirements, and the appeal process. The proposed Ordinance also replaces the existing approval findings for reasonable accommodations with a set of denial findings, placing the burden of proof onto the County to substantiate a denial;
9. Program 29 (Housing Types Definitions Program) includes, among other things, an update to housing type definitions to include a wider variety of housing choices and better reflect the diverse housing needs of the unincorporated areas;
10. The proposed Ordinance implements Program 29 by including a comprehensive update to the definitions of various housing types in Chapter 22.14 (Definitions), and by removing the 800-square-foot minimum floor area and the 20-foot minimum building width for single-family residences to allow for smaller homes;
11. While the County continues to implement its programs pursuant to its Revised Housing Element, there continues to be a housing affordability crisis across the State and a need to develop strategies that encourage a diversity of housing types for different needs and levels of income. As such, the State Legislature enacted a series of bills that aims to strengthen state housing laws in recent years;
12. The State Density Bonus Law, Government Code sections 65915 – 65918 (“SDBL”), allows developers to exceed local zoning limits for increased density and receive other incentives, concessions, or waivers in exchange for including income- or age-restricted units in their housing developments;
13. Assembly Bill (AB) 2345 (2020) amended the SDBL to, among other things, 1) increase the State’s maximum density bonus from 35 percent to 50 percent; 2) decrease the amount of affordable units required for incentives; and 3) reduce the required parking for certain qualified projects;
14. Senate Bill (SB) 290 (2021) amended the SDBL to, among other things, 1) reduce the required parking for certain qualifying moderate-income projects near major transit stops and 2) remove local jurisdictions' ability to reject a developer's request

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for an incentive on the grounds that it would have a specific adverse impact on the physical environment;

15. SB 728 (2021) amended the SDBL to, among other things, authorize a qualified nonprofit housing organization to purchase for-sale affordable housing set-aside units;
16. AB 682 (2022) amended the SDBL to include “shared housing building development,” defined as a structure with five or more units and at least one common kitchen and dining area as a new type of housing that is eligible for a density bonus;
17. AB 2334 (2022) amended the SDBL to, among other things, 1) allow an unlimited density bonus for certain 100 percent affordable housing projects in a “very low vehicle travel area” where residents drive less frequently due to proximity to jobs, services, and transit; 2) remove parking requirements for certain 100 percent affordable housing projects; and 3) make other technical changes, such as updating the definition of maximum allowable residential density and clarifying the required rent levels in certain 100 percent affordable housing projects;
18. AB 1287 (2023) amended the SDBL to, among other things, 1) establish stackable density bonuses for projects providing additional very low- or moderate-income housing set-asides and 2) increase the number of incentives for certain 100 percent affordable housing projects;
19. AB 323 (2023) amended the SDBL to allow the initial sale of affordable housing set-aside units to qualified nonprofit housing corporations only if the units have not been purchased by income-qualifying households within 180 days of the issuance of the certificate of occupancy;
20. AB 2694 (2024) amended the SDBL to include residential care facilities for the elderly as a new type of housing that is eligible for a density bonus;
21. SB 92 (2025) amended the SDBL to specify that an incentive provided by the SDBL shall not result in a proposed project with a commercial floor area ratio that is greater than two and a half times the premises’ current allowed base zone commercial floor area ratio;
22. Executive Order N-23-25 (2025), which was signed by the Governor of California on March 7, 2025, among other things, suspends certain SDBL provisions for housing developments in the Lake Avenue Mixed Use "Center" Area in the Altadena Community Standards District and on Fair Oaks Avenue within the perimeter of the Eaton Fire to protect pedestrian character during reconstruction;

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23. The proposed Ordinance codifies the above-mentioned bills and Executive Order to ensure consistency between the Density Bonus Ordinance (“DBO”) and recent changes in state mandates;
24. The Housing Crisis Act (“HCA”), enacted in 2019 as SB 330, among other things, establishes "no net loss" provisions that prohibit local jurisdictions from reducing the capacity for housing development, including demolition protections and replacement requirements designed to ensure that there is no net reduction of housing due to existing units being demolished for new development;
25. SB 8 (2021) amended the HCA to, among other things, clarify that for purposes of a project that consists of a single-family residence on a site where a single-family residence is or has been demolished, “replace” means that the demolished single-family residence is replaced with a unit of any size at any income level;
26. AB 1218 (2023) amended the HCA to, among other things, expand the affordable housing replacement requirements in Article 2 (commencing with § 66300.5) of Chapter 12 of Division 1 of Title 7 of the Government Code to more projects, including non-residential developments and projects that are in a Very High Fire Hazard Severity Zone;
27. AB 98 (2024) establishes statewide warehouse design and development standards as provided in Chapter 2.8 (commencing with § 65098) of Division 1 of Title 7 of the Government Code), including a 2-to-1 replacement of any demolished housing unit that was occupied within the last 10 years or an in-lieu fee, unless the housing unit was declared substandard by a building official;
28. SB 415 (2025), among other things, amended Government Code section 65098.6 to clarify that a logistics use must comply with the HCA’s affordable housing replacement requirements before complying with any additional replacement requirements pursuant to that section;
29. The proposed Ordinance codifies the above-mentioned bills to ensure consistency between the Affordable Housing Preservation Ordinance (“AHPO”) and recent changes in state laws;
30. Enacted in 2018, AB 2162 requires by-right, streamlined review of supportive housing on properties where multi-family and mixed uses are permitted, if the supportive housing development meets certain criteria as provided in Article 11 (commencing with Section 65650) of Chapter 3 of Division 1 of Title 7 of the Government Code;
31. AB 1801 (2024) amended Government Code sections 65650 and 65651 to expand the use-by-right provisions for certain supportive housing developments to include transitional housing for youth and young adults and administrative office space

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used for the purposes of providing onsite supportive services and other nonprofit operations. More supportive housing developments are therefore eligible for the streamlined, ministerial review;

32. The proposed Ordinance codifies AB 1801 to ensure consistency between the Interim and Supportive Housing Ordinance and recent changes in state law;
33. The State Accessory Dwelling Unit Law, Chapter 13 of Division 1 of Title 7 of the Government Code ("State ADU Law"), requires local jurisdictions to ministerially approve accessory dwelling units ("ADUs") and junior accessory dwelling units ("JADUs") on single-family and multi-family properties;
34. SB 1211 (2024) amended the State ADU Law to, among other things, 1) increase the maximum number of ministerially allowed detached ADUs on existing multi-family properties and 2) prohibit local jurisdictions from requiring the replacement of off-street parking spaces if uncovered parking spaces are demolished or otherwise rendered unusable due to ADU construction;
35. AB 1154 (2025) amended the State ADU Law to, among other things, prohibit local jurisdictions from requiring owner occupancy for junior ADUs by ordinance unless sanitation facilities are shared with the principal unit;
36. SB 543 (2025) amended the State ADU Law to, among other things, 1) impose a 15-business-day timeline for a permitting agency to determine application completeness; 2) clarify that the floor area specified, such as the maximum 500-square-foot-size for a JADU, refers to "interior livable space;" and 3) limit the timeline for a final determination on an appeal to 60 business days for ADU and JADU applications;
37. The proposed Ordinance codifies the above-mentioned bills to ensure consistency between the ADU Ordinance and recent changes in state law;
38. Other bills enacted in recent years to further support the development and preservation of housing include:
 - a. AB 1043 (2021), which amended section 50053 of, and added section 50063.5 to, California Health and Safety Code ("Health and Safety Code") to establish a new ALI category and limit rents for this new category at 30 percent of the income;
 - b. AB 491 (2021), which added section 17929 to the Health and Safety Code to prohibit mixed-income housing development from isolating income-restricted units and requiring them to have the same access to common entrances, areas, and amenities as market-rate units;
 - c. AB 1308 (2023), which added section 65863.3 to the Government Code to prohibit local jurisdictions from increasing the minimum parking requirement

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- for single-family residences undergoing remodeling, renovations, and additions that do not exceed any maximum size limit imposed by zoning;
 - d. SB 1395 (2024), which, among other things, amended Government Code section 65660 to specify that a Low Barrier Navigation Center may be non-congregate and relocatable; and
 - e. AB 1529 (2025), which, among other things, amended Health and Safety Code section 50053 to clarify that for certain rental housing development that dedicates at least 80 percent of units to lower income households, the affordable rent shall not exceed an amount consistent with the maximum rent levels for lower income households, as those rents and incomes are determined by the California Tax Credit Allocation Committee;
39. The proposed Ordinance codifies the above-mentioned bills to ensure consistency with these other recent changes in state laws;
40. The proposed Ordinance includes the following additional local policy changes to the DBO to support affordable housing development:
- a. An extended sliding scale that provides density bonuses beyond the state maximum. With the adjusted increments, the proposed maximum density bonus ranges from 95 percent to 150 percent depending on the level of affordability. The adjusted sliding scale replaces the existing provision that allows an additional density bonus as an incentive;
 - b. A longer duration of affordability for rental income-restricted units, with the term increased from 55 to 99 years; and
 - c. A new policy that requires the density bonus unit count in a mixed-tenure project to be proportional to the income- or age-restricted unit count for each tenure;
41. Pursuant to Government Code section 65915(n), if permitted by local ordinance, nothing in the SDBL shall be construed to prohibit a local jurisdiction from granting a density bonus greater than what is described in the SDBL for a development that meets the requirements of the SDBL, or from granting a proportionately lower density bonus than what is required by the SDBL for developments that do not meet the requirements of the SDBL;
42. The proposed Ordinance is consistent with Government Code section 65915(n), as it includes provisions that provide a density bonus greater than what is described in the SDBL for a development that meets the requirements of the SDBL;
43. The proposed Ordinance includes the following additional local policy changes to the AHPO to strengthen protections around existing housing stock in the unincorporated areas:
- a. A like-for-like replacement requirement regarding the number of bedrooms in each affordable replacement unit; and

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- b. A proximity requirement for off-site affordable replacement units provided by non-residential projects;
44. Pursuant to Government Code section 66300.6(c), the HCA shall not supersede any objective provision of a locally adopted ordinance that places restrictions on the demolition of residential dwelling units or the subdivision of residential rental units that are more protective of lower income households, requires the provision of a greater number of units affordable to lower income households, or that requires greater relocation assistance to displaced households;
45. The proposed Ordinance is consistent with Government Code section 66300.6(c), as it includes provisions that are more protective of housing stock for larger households, and provisions that are more protective of the displaced tenants than those provided in the statute, as the off-site replacement units must be within one-half mile of the site of the demolished units, making it easier for the displaced tenants to return to their neighborhood;
46. The proposed Ordinance includes additional local policy changes pertaining to the repair and restoration of legal, nonconforming residential buildings. The proposed Ordinance raises the threshold for the by-right, ministerial review, making it easier for homeowners to repair and restore their properties in the event of damage;
47. The proposed Ordinance includes additional local policy changes to promote housing diversity and expand housing choices. Specifically, the proposed Ordinance removes the 800-square-foot minimum floor area and the 20-foot minimum building width for single-family residences to allow for smaller homes;
48. The proposed Ordinance includes technical changes that improve clarity, correct discrepancies and typographical errors, and reformat and reorganizes sections to facilitate implementation, including but not limited to the following:
- a. The harmonization of various regulations pertaining to income-restricted units across the DBO, the AHPO, and the Inclusionary Housing Ordinance;
 - b. A comprehensive update to the definitions of housing types;
 - c. The addition of provisions, pursuant to the authority granted by Government Code section 66325(b), to permit the construction of up to eight detached ADUs with proposed multi-family housing developments, provided the number of detached ADUs does not exceed the number of proposed principal units, thereby streamlining implementation by allowing the submittal of a single application for an entire project instead of requiring a separate application for the detached ADUs after the proposed multi-family residential building is constructed;
 - d. Corrections to ensure consistency with the General Plan's policies on land use compatibility and allowable density, including the removal of townhouses as a conditionally permitted use in Zones A-1 (Light Agricultural), A-2 (Heavy Agricultural), and R-R (Resort and Recreation),

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and the removal of density as a type of regulation that can be modified through a Variance; and

- e. Other technical changes that update references, remove obsolete provisions, and simplify code language and tables for clarity and internal consistency;
49. Pursuant to County Code Section 22.244.040, the proposed Ordinance is consistent with the principles of the General Plan and supportive of the goals and policies of the General Plan, and in particular, the Housing Element, in that it promotes mixed-income neighborhoods, a diversity of housing types for all socio-economic groups, including persons with disabilities, and the preservation of existing affordable housing stock that is at risk of converting to market-rate housing;
50. Pursuant to County Code Section 22.244.040, approval of the proposed Ordinance will be in the interest of public health, safety, and general welfare by promoting pedestrian-friendly infill development. The Ordinance aims to improve housing choice and affordability for residents of various incomes, promoting community resiliency and well-being.
51. Pursuant to County Code Section 22.244.040, the proposed Ordinance is consistent with other applicable provisions of Title 22, including Section 22.02.050 pertaining to zoning consistency with the General Plan;
52. Pursuant to section 1.5.1 of the Airport Land Use Commission (“ALUC”) Review Procedures, all General Plan amendments and zoning ordinances must be consistent with the County Airport Land Use Plan, if the General Plan amendment or ordinance includes areas that are within an airport influence area. The proposed Ordinance amends Title 21 (Subdivisions) and Title 22 (Planning and Zoning) of the County Code and applies to all unincorporated areas of the County, which includes areas within airport influence areas. ALUC staff reviewed the proposed Ordinance and determined it does not pose any compatibility concerns with the County Airport Land Use Plan.
53. Pursuant to Section 22.222.180 of the County Code, a public hearing notice was published in 12 local newspapers countywide. The public hearing notice, which was also translated into Spanish and Chinese, was posted on the Department's website and promoted through social media and contact lists. The public hearing notice and materials were also available at all County libraries and the Department's field offices;
54. An Addendum to the Certified Housing Element Update Final Program Environmental Impact Report (“Housing Element Update Final PEIR”) was prepared in compliance with the California Environmental Quality Act (“CEQA”) and the County environmental guidelines;

**REGIONAL PLANNING COMMISSION
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RESOLUTION**

55. Based on substantial evidence, the County determined that preparation of an Addendum, in accordance with CEQA Guidelines Section 15164, is the appropriate environmental documentation for the proposed Ordinance. The Addendum considers the proposed Ordinance, which amendments can be categorized into four types: 1) codification of state mandates; 2) administrative County Code updates; 3) County policy-driven updates with no environmental impacts; and 4) proposed DBO updates with potential environmental impacts. The Addendum compares the potential environmental impacts from the proposed Ordinance to the findings of the Housing Element Update Final PEIR.
56. The proposed Ordinance amends the DBO such that while there would be a change in the number and the location of density bonus units compared to those analyzed in the Housing Element Update Final PEIR, the change would be within the assumptions analyzed in the Housing Element Update Final PEIR and would not result in additional density bonus units exceeding the number of units already analyzed in the Housing Element Final PEIR. Furthermore, there would be no new or more severe environmental impacts resulting from other changes of the proposed Ordinance, as these changes are either administrative or technical in nature, or do not have potential to alter the buildout due to the nature of the proposed changes. The proposed Ordinance would not require substantial changes to the Housing Element Update Final PEIR due to the involvement of new significant effects or a substantial increase in the severity of previously identified effects, or due to substantial changes in circumstances; would not result in new significant effects; would not result in substantially more severe significant environmental effects; and would not require new mitigation measures or new alternatives. Therefore, neither a subsequent nor supplemental Environmental Impact Report is required pursuant to California Public Resources Code section 21166 and CEQA Guidelines Sections 15162 through 15164. However, some changes or additions are necessary to the Housing Element Update Final PEIR in order to implement the proposed Ordinance, making the Addendum the appropriate CEQA document for the proposed Ordinance.

THEREFORE, BE IT RESOLVED THAT the Regional Planning Commission recommends to the County of Los Angeles Board of Supervisors (“Board”) as follows:

1. That the Board holds a public hearing to consider the proposed amendments to Title 21 (Subdivisions) and Title 22 (Planning and Zoning) to align local housing development regulations in the unincorporated areas with recent changes in state law; support the preservation and development of affordable housing; promote housing diversity; remove zoning barriers to fair housing; and simplify language and correct errors in the County Code to improve clarity and facilitate implementation;

**REGIONAL PLANNING COMMISSION
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2. That the Board certifies that the Addendum to the previously certified Housing Element Update Final PEIR, Environmental Assessment No. RPPL2022001920, has been completed in compliance with CEQA and reflects the independent judgment and analysis of the County; finds that the Board has reviewed and considered the information contained in the Addendum with the Housing Element Update Final PEIR prior to approving the proposed Ordinance, and approve the Addendum; and
3. That the Board adopts Advance Planning Project No. RPPL2022001919, amending Title 21 (Subdivisions) and Title 22 (Planning and Zoning), and determines that the amendments are compatible with and supportive of the goals and policies of the General Plan.

I hereby certify that the foregoing resolution was adopted by a majority of the voting members of the Regional Planning Commission of the County of Los Angeles on December 3, 2025.

Elida Luna

Elida Luna, Secretary
Regional Planning Commission
County of Los Angeles

APPROVED AS TO FORM: OFFICE OF THE COUNTY COUNSEL

By *Kathy Park*

Kathy Park
Deputy County Counsel
Property Division
Office of the County Counsel
County of Los Angeles

**NOTICE OF PUBLIC HEARING CONCERNING
PROJECT NO. PRJ2022-000713-(1-5)
ADVANCE PLANNING PROJECT No. RPPL2022001919
ENVIRONMENTAL ASSESSMENT No. RPPL2022001920
HOUSING ORDINANCES UPDATE**

Notice is hereby given that the Board of Supervisors (Board) will conduct a public hearing on the matter referenced above on **Tuesday, May 12, 2026 at 9:30 a.m.**, in Room 381B of the Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012. Interested persons will be given an opportunity to testify in person or remotely. Please visit bos.lacounty.gov/Board-Meeting/Board-Agendas for details on how to listen to the meeting and/or address the Board. Written comments may be submitted to the address above, attention: Public Hearing Section. For information regarding the hearing, you may call (213) 974-1426. If the final decision on this matter is challenged in court, testimony may be limited to issues raised before or at the public hearing.

Location: Countywide (unincorporated)

General Description of Proposal: Amendments to Title 21 (Subdivisions) and Title 22 (Planning and Zoning) of the Los Angeles County (County) Code (Project) to align local housing development regulations in the unincorporated areas of the County with recent changes in state law; support the preservation and development of affordable housing; promote housing diversity; remove zoning barriers to fair housing; and simplify language and correct errors in the County Code to improve clarity and facilitate implementation. An Addendum to the previously certified County Housing Element Update Final Program Environmental Impact Report was prepared for the Project in compliance with the California Environmental Quality Act and the County Environmental Guidelines.

Contact the Department of Regional Planning, **Housing Policy Section** at **(213) 974-6417** between 7:30 a.m. and 5:30 p.m., Monday through Thursday (office is closed Fridays) or housing@planning.lacounty.gov directly for questions or additional information. Project materials are available at <https://planning.lacounty.gov/long-range-planning/housing-ordinances-update/documents/>. **Si necesita más información en Español, por favor llame al (213) 974-6427.**

If you need reasonable accommodations, such as interpreters, assistive listening devices, agenda in Braille, disability-related accommodations or other auxiliary aids, please contact the Executive Office of the Board at (213) 974-1411 or (213) 974-1707 (TTY), Monday through Friday from 8:00 a.m. to 5:00 p.m., at least three business days prior to the Board meeting. Later requests will be accommodated to the extent feasible. Máquinas de traducción están disponibles o si necesita intérprete para las juntas del Condado de Los Angeles, por favor llame al (213) 974-1426, de lunes a viernes de 8:00 a.m. a 5:00 p.m., con tres días de anticipación.

Support for Assembly Bill 1573 (Bryan) - Supportive Housing Services for Survivors of Domestic Violence, Sexual Assault, and Human Trafficking

California’s housing crisis has exposed critical gaps in how we plan for and support our most vulnerable residents. While cities and counties are required to assess housing needs through their General Plans, survivors of domestic violence, sexual assault, and human trafficking, who face disproportionately high rates of housing instability and homelessness, are not explicitly accounted for in these assessments. Assembly Bill 1573 (AB 1573), introduced by Assemblymember Isaac Bryan, would require jurisdictions to account for these survivors in their Housing Elements, helping expand access to safe and appropriate housing.

According to the Homeless Data Integration System (HDIS) HELP Act Dashboard, in 2024, 10% of people experiencing homelessness in California returned to services, compared to 15% of unaccompanied women and 14% of domestic violence survivors. The 2023 California Violence Experience Survey (CalVEX) found that individuals with a history of homelessness were four times more likely to report past-year intimate partner violence than those without (9% vs. 2%). Similarly, HUD’s 2024 report Housing Needs of

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HAHN	_____
BARGER	_____
SOLIS	_____

Survivors of Human Trafficking found that 8% of survivors reported unstable housing and 7% reported being runaway or homeless youth—rates that rose to 14% for both among sex trafficking survivors. The Polaris National Survivor Survey further found that 64% of survivors experienced homelessness or housing insecurity during childhood. Together, these data show that survivors are disproportionately affected by housing instability and are more likely to cycle through homelessness. Addressing these disparities requires planning that centers safety, confidentiality, and access to appropriate services.

The Housing Element includes an analysis of various forms of special housing, emergency shelter, and supportive housing needs for a particular city or county. The definition for the “target population” was placed in the Housing Element Law in 2014. The “target population” in existing law includes low-income people, veterans, people with developmental and physical disabilities, those with mental illness, chronic health conditions like HIV or AIDS, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, and homeless people. However, survivors of domestic violence, sexual assault, and human trafficking are not explicitly identified, despite their documented overrepresentation among people experiencing housing instability.

While the County has taken steps to facilitate by-right domestic violence shelters and supportive housing through the 2021 Interim and Supportive Housing Ordinance, AB 1573 will ensure that survivors of domestic violence, human trafficking, and sexual assault are included in the assessment of supportive housing statewide. By adding these survivors to the list of targeted populations, the bill ensures that cities and counties analyze their unique housing, emergency shelter, and supportive service needs as part

of updates to a Housing Element. This legislation would move California toward a more inclusive housing framework and affirm that these populations have unique needs that need to be better understood. In doing so, AB 1573 will uphold California's commitment to supporting survivors in rebuilding their lives while strengthening the health, safety, and resilience of communities statewide.

I, THEREFORE, MOVE that the Board of Supervisors direct the Chief Executive Office-Legislative Affairs and Intergovernmental Relations to support Assembly Bill 1573 (Bryan), which aims to protect survivors of domestic violence, sexual assault, and human trafficking by ensuring that local governments assess the need for supportive housing services for survivors when updating their Housing Element.

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EXTENSION OF DELEGATED AUTHORITY FOR STREAMLINING OF LOS ANGELES COUNTY WATERWORKS DISTRICTS ENTITLEMENT PROCESSES TO ADDRESS THE COUNTY'S HOUSING CRISIS AND DEVELOPMENT NEEDS

The Antelope Valley stands out as one of the last areas in the County for the development of relatively affordable housing compared to other areas in the County. Additionally, concurrent growth in the defense sector, including aerospace manufacturing, and a greater demand for warehousing, logistics, and transportation services are serving as catalysts for sustained growth in the Antelope Valley.

The Board of Supervisors, acting as the governing body of the Los Angeles County Waterworks District No. 40, Antelope Valley (District), on May 7, 2024, delegated authority to the Director of Public Works, or his designee, for a period of 2 years, to negotiate and execute developer agreements and related actions necessary to facilitate financial participation or construction of water system improvements required to support ongoing and projected development within the District.

The Board's delegation of the above-mentioned authorities to the Director of Public Works, or his designee, has proven to be an effective method of planning for regional growth, streamlining approval processes, and expediting the financial participation process for required new water facilities and conveyance infrastructure.

The need for timely execution of developer agreements and for the continuation of coordinated planning efforts remains. Extending this delegated authority will ensure that development projects within the District and its sphere of influence may continue to proceed without disruption while maintaining appropriate oversight and compliance with environmental review obligations.

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HAHN	_____
BARGER	_____
SOLIS	_____

I, THEREFORE, MOVE that the Los Angeles County Board of Supervisors, acting as the governing body of the Los Angeles County Waterworks Districts:

1. Find that the continued delegation of authority to the Director of Public Works or his designee to negotiate and execute developer agreements on behalf of the Los Angeles County Waterworks Districts, and to make necessary findings under the California Environmental Quality Act (CEQA), as specified herein, is exempt under CEQA Guidelines, Section 15061(b) since it can be seen with certainty that the delegation of activity will not have a significant effect on the environment and is not a project under Section 21065 of the Public Resources Code and Section 15378 (b) of the CEQA Guidelines since the activity is excluded from the definition of a project and is an organizational and administrative activity of government that will not result in direct or indirect physical changes in the environment. No project is approved as part of the current actions. The Los Angeles County Waterworks Districts will ensure that appropriate findings under CEQA, as necessary, will be made prior to approving any future activity under this delegated authority that would constitute a project.
2. Extend for an additional one (1) year the delegated authority granted on May 7, 2024, to the Director of Public Works, or his designee, to negotiate and execute developer agreements within established budgeted amounts in the Districts' Accumulative Capital Outlay funds, for financial participation and/or construction of necessary infrastructure improvements that address water supply reliability, water quality impacts, infrastructure hardening, and climate resilience investments needed to support the continued growth of the region as a condition for obtaining water service, which delegation shall extend to the initiation of any legal processes for financial participation, as well as to the negotiation and execution of other agreements as necessary or convenient to achieve the stated purposes and implement such development agreements.
3. Extend for an additional one (1) year the delegated authority granted on May 7, 2024, to the Director of Public Works, or his designee, to take the following actions to comply with CEQA for projects, in connection with the exercise of the delegated authority to execute developer agreements when one or more of the Los Angeles County Waterworks Districts is acting as Responsible Agency for the proposed agreements, revisions, or amendments described herein:
 - a) determine whether execution of the proposed developer agreements, revisions, or amendments are exempt from CEQA or within the scope of a previous finding of exemption;
 - b) review and consider previously approved Environmental Impact Reports, Mitigated Negative Declarations, and Negative Declarations;
 - c) determine whether a project is within the scope of a previously certified Environmental Impact Report and any approved addenda, previously adopted Mitigated Negative Declaration, or Negative Declaration;

-MORE-

- d) determine whether a project described in an Environmental Impact Report, Mitigated Negative Declaration, or Negative Declaration would have a significant effect on the environment;
- e) make findings pursuant to the CEQA Guidelines, Section 15091;
- f) adopt a mitigation monitoring program pursuant to the CEQA, Sections 15091 and 15096; and
- g) file and post notices pursuant to Section 21152 of the Public Resources Code.

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BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	4/22/2026		
BOARD MEETING DATE	5/12/2026		
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th		
DEPARTMENT(S)	Public Works		
SUBJECT	Award of service contract for on-call secondary school environmental education program throughout the County of Los Angeles.		
PROGRAM	N/A		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No		
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:		
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.		
DEADLINES/ TIME CONSTRAINTS	The work covered by these contracts is currently covered by an On-Call Secondary School Environmental Education Program contract, which has a final expiration date of July 30, 2026.		
COST & FUNDING	Total cost: \$7,487,453	Funding source: Funding for the proposed services is included in the Solid Waste Management Fund (GD1) and Internal Service Fund (B04) (Services and Supplies) Fiscal Year 2026-27 Budgets. The Internal Service Fund Budget will be reimbursed by the Flood Control District Fund (B07 – Services and Supplies). Funding to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process. The Safe Clean Water Program (SCWP) annual contribution is up to \$250,000 each year for 7.5 years beginning in Fiscal Year 2026-27. Funding is included in the Measure W-SCW District Program Administration Fund (B42-Other Charges) Fiscal Year 2026-27 Budget. Funding for future years will be requested through the annual budget process.	
	TERMS (if applicable): This contract has been designed to have a potential maximum contract term of 7-1/2 years, consisting of an initial 3-year term and potential additional four 1-year option renewals and month-to-month extensions up to 6 months.		
	Explanation: N/A		
PURPOSE OF REQUEST	Public Works is seeking Board approval to award a service contract to TreePeople, Inc., for on-call secondary school environmental education program throughout the County of Los Angeles.		
BACKGROUND (include internal/external issues that may exist including any related motions)	The purpose of the recommended actions is to award a service contract to provide on-call and intermittent secondary school environmental education program services throughout the County of Los Angeles. The program educates public and private school students in grades 6 through 12 on stormwater pollution prevention, water conservation, household hazardous waste, organic waste, the four Rs (Reduce, Reuse, Recycle, and		

	Rethink), and other waste reduction messages that help preserve the environment. The program has provided waste reduction messages to youth for the last 25 years and has reached an average of 10,371 students annually through environmental service-learning projects over the last four years. Public Works implements public education programs for students in grades TK-12 in the cities and unincorporated areas as part of the County's efforts to meet waste diversion requirements. The program is offered to all Los Angeles County schools, and participation is voluntary for interested schools. Another key element of the program is stormwater pollution prevention. The 2012 National Pollutant Discharge Elimination System Permit for Municipal Separate Storm Sewer System issued by the Los Angeles Regional Water Quality Control Board requires the County, as a Permittee, to educate students in grades TK-12 on stormwater pollution prevention. In November 2018, Los Angeles County voters approved Measure W, also known as the SCWP, which funds projects and programs that increase stormwater capture and reduce pollution. The SCWP Implementing Ordinance requires a portion of funds to be dedicated to support educational initiatives, including school-based curriculum and other public outreach efforts. To fulfill this directive, the District is partnering with Generation Earth to educate students about stormwater issues and promote environmental stewardship.
EQUITY INDEX OR LENS WAS UTILIZED	☒ Yes ☐ No If Yes, please explain how: Public Works notified over 34,000 subscribers of our "Do Business with Public Works" website using our weekly GovDelivery notification. A notice was posted on the "Do Business with Public Works" website, and notified 1,735 Local Small Business Enterprises, 183 Disabled Veteran Business Enterprises, 140 Social Enterprises, 1,264 Community Business Enterprises, 1,385 Community Based Organizations, and was advertised in regional and small newspapers in each supervisorial district. The Department of Economic Opportunity focused outreach based on the commodity code of the services being solicited, with 248 vendors. 52 firms downloaded the Request for Proposal. Three firms attended the optional proposers' conference. The on-call and intermittent secondary school environmental education program regularly reviews and adjusts its outreach methods to ensure engagement with all middle and high schools in Los Angeles County. Enhanced outreach efforts target schools in underserved communities and areas with high rates of illegal dumping.
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: These recommendations support Board Priority No. 7, Sustainability, by educating students on the importance of climate-resilient communities. The recommended actions will support environmental education in secondary schools in the County of Los Angeles.
DEPARTMENTAL CONTACT	Name, Title, Phone # & Email: Cid Tesoro, Deputy Director, (626) 458-4016, cell (626) 672-7436, ctesoro@pw.lacounty.gov



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **EP 8**

May 12, 2026

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**SERVICE CONTRACT
ENVIRONMENTAL SERVICES CORE SERVICE AREA
AWARD OF SERVICE CONTRACT
ON-CALL SECONDARY SCHOOL ENVIRONMENTAL
EDUCATION PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Public Works is seeking Board approval to award a service contract to TreePeople, Inc., a Social Enterprise, for the on-call secondary school environmental education program throughout the County of Los Angeles.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is not a project pursuant to the California Environmental Quality Act for the reasons stated in the Board letter.
2. Approve and delegate authority to the Director of Public Works or his designee to execute a contract with TreePeople, Inc., a Social Enterprise for on-call secondary school environmental education program. This contract will be for a period of 3 years with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 90 months and a maximum potential contract sum of \$7,487,453. This contract will be subject to the additional extension provisions specified below.

3. Delegate authority to the Director of Public Works or his designee to authorize additional services and extend the contract expiration date as necessary to complete those additional services when those additional services are: (1) previously unforeseen, (2) related to a previously assigned scope of work on a given work order, and (3) are necessary for the completion of that given work order.
4. Delegate authority to the Director of Public Works or his designee to renew the contract for each additional renewal option and extension period if TreePeople, Inc., has performed successfully during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend and/or terminate the contract for convenience if it is in the best interest of the County to do so.
5. Delegate authority to the Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum, which is included in the maximum potential contract sum for unforeseen additional work within the scope of the contract if required, and to adjust the annual contract sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to award a contract to provide on-call and intermittent environmental education program services throughout the County of Los Angeles. The program educates public and private school students in grades 6 through 12 about stormwater pollution prevention, water conservation, household hazardous waste, organic waste, and the four Rs (Reduce, Reuse, Recycle, and Rethink), along with other messages that support environmental protection. This program has been providing waste-reduction education for the last 25 years. The program on average has reached 10,371 students annually through environmental service-learning projects in the last 4 years.

State laws and regulations require that cities and counties in California divert their generated solid waste from disposal in landfills.

Public Works has been providing environmental education programs for students in grades TK-12 in both cities and unincorporated areas of the Los Angeles County to meet

waste diversion requirements. The program is offered to all Los Angeles County schools, and schools interested in the program.

Another key element of the program has been stormwater pollution prevention. The 2012 National Pollutant Discharge Elimination System Permit for Municipal Separate Storm Sewer System issued by the Los Angeles Regional Water Quality Control Board requires the County, as a Permittee, to educate students in grades TK-12 on stormwater pollution prevention.

In November 2018, Los Angeles County voters approved Measure W, also known as the Safe Clean Water Program (SCWP), a parcel tax designed to fund projects and programs that increase stormwater and urban runoff capture while reducing associated pollution throughout the Los Angeles County Flood Control District (District). Pursuant to Section 18.05.C of the SCWP Implementing Ordinance, the Chief Engineer of the District is directed to implement and administer public education and sustained community engagement programs as part of the SCWP. While the majority of SCWP funds are allocated to regional infrastructure projects and local municipal programs that directly clean and capture stormwater, the ordinance requires that a portion be dedicated to educational initiatives, including school-based curriculum and other public outreach efforts. These activities ensure that residents are informed about the program's goals and are encouraged to actively participate in protecting water quality and supporting sustainable water management. To fulfill this directive, the District is partnering with Generation Earth, a program that engages Los Angeles County residents, particularly students, in learning about stormwater issues and becoming environmental stewards within their communities.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy i, Climate Health, by educating students on the importance of climate-resilient communities. The recommended contractor has specialized expertise to provide these services. By contracting with this contractor, these strategic plan goals can be met accurately, efficiently, timely, and in a responsive manner.

FISCAL IMPACT/FINANCING

There will be no impact on the County General Fund.

The annual cost is \$907,570 plus 10 percent of the annual contract sum for additional work within the scope of the contract and cost-of-living adjustments in accordance with the contract. The contract's initial term is for 3 years, commencing upon final execution by both parties, whichever occurs last, with four additional 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 90 months with an estimated maximum potential contract sum of \$7,487,453. This amount is based on the Contractor's quoted annual unit prices and Public Works estimated yearly use of their services. The County may also authorize an extension of time to the contract's maximum potential term, not to exceed 180 days with no additional funding. Adjustments will be made to the annual contract's sum for each option year over the term of the contract to allow for an annual cost-of-living adjustment in accordance with County policy and the terms of the contract.

Funding for the proposed services is included in the Solid Waste Management Fund (GD1 - Services and Supplies) and Internal Service Fund (B04 - Services and Supplies) Fiscal Year 2026-27 Budgets. The Internal Service Fund Budget will be reimbursed by the Flood Control District Fund (B07 - Services and Supplies). Funding to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

The SCWP annual contribution is up to \$250,000 each year for 7 1/2 years beginning in Fiscal Year 2026-27. Funding is included in the Measure W-SCW District Program Administration Fund (B42 - Other Charges) Fiscal Year 2026-27 Budget. Funding for future years will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed the recommended contract as to form, which is substantially similar to the enclosed draft Agreement (Enclosure A). The recommended contract with TreePeople, Inc., was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The expiration of the contract is subject to the following conditions: Where services for a given project have been authorized in writing by the County but are not completed by the contractor prior to the stated expiration date, the expiration date will be extended solely to allow for the completion of such services.

A standard service contract was used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure B reflects the proposer's utilization participation and community business enterprise program information. Data regarding the proposer's minority participation is on file with Public Works. The contractor

was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The current contract has been extended for a maximum of 6 months with a final expiration date of July 30, 2026; however, it will expire upon the award and execution of this contract.

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378(b) of the California Environmental Quality Act Guidelines, approval of the recommended action does not constitute a project and, hence, is not subject to the requirements of the California Environmental Quality Act.

Approval of the recommended action does not constitute a project subject to the requirements of the California Environmental Quality Act, in that it can be seen with certainty that the action will not result in a direct or reasonably foreseeable indirect physical change in the environment.

CONTRACTING PROCESS

On June 10, 2025, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business with Los Angeles County" website (Enclosure C), "Do Business with Public Works" website, and X (formerly Twitter). In addition, advertisements were placed in the *Los Angeles Daily Journal*, *Los Angeles Sentinel*, *La Opinión*, *The Daily Breeze*, *The Signal (Santa Clarita)*, *World Journal*, *Daily Commerce*, *The Malibu Times*, *Press Telegram*, and *Pasadena Star News*. Also, Public Works informed 1,735 Local Small Business Enterprises, 140 Social Enterprises, 183 Disabled Veteran Business Enterprises, 1,264 Community Business Enterprises, and 1,385 Community-Based Organizations. Additionally, the Department of Economic Opportunity conducted a focused outreach and informed 248 related businesses about this business opportunity. There were no business outreach events while the RFP was posted.

On July 9, 2025, two proposals were received, one of which was disqualified for submitting an incomplete proposal packet. The remaining proposal was evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, references, and interview/presentation utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the responsive and responsible proposer, TreePeople, Inc. Public Works determined the contractor's price to be reasonable for the work requested. Public Works notified the applicable union, Service Employees International Union, of this solicitation.

The Honorable Board of Supervisors
May 12, 2026
Page 6

Public Works has evaluated and determined that the contracted services are required on an on-call and intermittent basis; therefore, Proposition A (Los Angeles County Code Chapter 2.121) and the Living Wage Program (Los Angeles County Code Chapter 2.201) do not apply to this contract.

This contract includes a cost-of-living adjustment provision, which is in accordance with Board Policy 5.070, Multi-Year Services Contract Cost of Living Adjustments.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will continue the services without disruption to the public and will not result in the displacement of any County employees, as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Environmental Programs Division.

Respectfully submitted,

MARK PESTRELLA, PE
Director of Public Works

MP:SK:ak

Enclosures

c: Chief Executive Office (Christine Frias)
County Counsel
Executive Office, Board of Supervisors

P:\SEC\EP8\BOARD LETTER

SAMPLE AGREEMENT FOR
ON-CALL SECONDARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM
(BRC0000558)

THIS AGREEMENT, made and entered into this _____ day of _____, 2026, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and TreePeople, Inc., A California Nonprofit Corporation, located at 12601 Mulholland Drive, Beverly Hills, CA 90210, (hereinafter referred to as CONTRACTOR). COUNTY and CONTRACTOR are each a Party and collectively referred to as the Parties.

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on July 9, 2025, hereby agrees to provide services as described in this Contract for On-Call Secondary School Environmental Education Program.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Maps & Locations; Exhibit H, Public School Data; Exhibit I, Private School Data; Exhibit J, Student Enrollment Data; Exhibit K, Program Participation Data; Exhibit L, Workshop Flyers; Exhibit M, Presentation Guidelines; Exhibit N, Summer Institute Flyer; Exhibit O, Promotional Items; Exhibit P, Consent Forms; Exhibit Q, Monthly Database; Exhibit R, Map Guidelines, the CONTRACTOR'S Statement of Qualifications, all attached hereto; the Request for Statement of Qualifications; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$907,570 per year, or such greater amount as the Board may approve.

FOURTH: This Contract's initial term will be for a period of 3 years commencing upon the Board's approval and final execution of this Agreement by both Parties. The COUNTY will have the sole option to renew this Contract term for up to four additional 1-year periods and six month-to-month extensions, for a maximum total Contract term of 7 years and 6 months. Each such option will be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full 1 year, this Contract may be

renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least 10 days prior to the end of a term. Further, in accordance with Section 2.A.3 of Exhibit B, Service Contract General Requirements, the COUNTY may, at its sole discretion, authorize extensions of time to the Contract's term, to the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, provided the aggregate of all such extensions during the life of this Contract will not exceed 180 days. The Director will provide a written notice of nonrenewal at least 10 days before the last day of any term, in which case this Contract will expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal. If the County authorizes the Contractor in writing to perform services on a given project prior to the stated expiration date, but thereafter such services are not completed by the stated expiration date, then the expiration of the Contract shall be automatically extended solely to allow for the completion of such services. County may authorize unforeseen additional services and extend the contract expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

FIFTH: The CONTRACTOR will bill monthly, in arrears, for the work performed during the preceding month. Work performed will be billed at the hourly rates and/or unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice must be in triplicate (original and two copies) and must itemize the work completed. The invoices must be submitted to:

Los Angeles County Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event will the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: If requested by the Contractor prior to the renewal of a contract option year, the contract amount (hourly, daily, monthly, etc.) for the additional option year periods identified in the fifth paragraph may, at the sole discretion of the County, be

increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the renewal date, which will be the effective date for any cost-of-living adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Before any COLA increase will take effect and become part of the contract, it will require a written amendment to the contract first, that has been formally approved and executed by the parties. To request a COLA, Contractor must submit a written request along with appropriate justification to the Contract Analyst 60 days prior to "the contract renewal date" or "exercising the additional option year periods identified in the fifth paragraph. Upon approval of COLA, a notification will be sent to the Contractor.

TENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through R, inclusive, the COUNTY'S provisions will control and be binding.

ELEVENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

TWELFTH: Advertising and Other External Communications About the Project/Contract. Consultant/Contractor shall obtain the County's prior written approval before disclosing or communicating any information concerning the award of the contract, the progress of the work, or the completion of the work, to any non-party, including but not limited to outside media and news organizations. This requirement includes, but is not limited to: (1) a Consultant/Contractor's, application for an award or any other recognition of the Project/Contract; and (2) any advertising or promotion of the Project/Contract and/or the Consultant/Contractor's role on the project. The County retains the sole discretion as to the release of such information, including the right to deny the request for disclosure, the right to direct the timing of the disclosure, and/or the right to direct Consultant/Contractor to make revisions to the information prior to disclosure.

THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the Parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart will be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The Parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this

Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format will be legal and binding and will have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a Party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile, or electronic mail, or other electronic means, (iii) are aware that the other Party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all Parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA) (Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means will constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Margaret Ambrose
Principal Deputy County Counsel

TREEPEOPLE, INC.

By _____
Its President

Type/Print Name

By _____
Its Secretary

Type/Print Name

**PROPOSERS' UTILIZATION PARTICIPATION AND COMMUNITY BUSINESS ENTERPRISE PROGRAM INFORMATION FOR
ON-CALL SECONDARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM**

SELECTED FIRMS

	Proposer Name (Prime with subcontractors* listed below) *only subcontractors with Utilization Participation are listed.	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-Owned Business
1	TreePeople, Inc. WestEd								

NON-SELECTED FIRMS

	Proposer Name	Local Small Business Enterprise (LSBE)	Small Business Enterprise (SBE)	Minority	Women-Owned	Disadvantaged Business	Disabled Veteran Business Enterprise	Social Enterprise	Lesbian, Gay, Bisexual, Transgender, Queer, and Questioning-
1	None								

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.

FIRM INFORMATION*	TreePeople, Inc.

BUSINESS STRUCTURE	Nonprofit Corporation

CULTURAL/ETHNIC COMPOSITION		NUMBER/% OF OWNERSHIP
OWNERS/PARTNERS	Black/African American	8/67%
	Hispanic/Latino	
	Asian or Pacific Islander	4/33%
	Native American	
	Subcontinent Asian	
	White	
	Female (included above)	0
		NUMBER
MANAGER	Black/African American	
	Hispanic/Latino	
	Asian or Pacific Islander	
	Native American	
	Subcontinent Asian	
	White	
	Female (included above)	
STAFF	Black/African American	
	Hispanic/Latino	
	Asian or Pacific Islander	
	Native American	
	Subcontinent Asian	
	White	
	Female (included above)	
Total No. of Employees		117

COUNTY CERTIFICATION	
CBE	
LSBE	

OTHER CERTIFYING AGENCY	

*Information provided by proposers in response to the Request for Proposal. On final analysis and consideration of award, vendors were selected without regard to race, creed, gender, or color.



(/LACoBids/)

lacounty.gov

Solicitation Information

Solicitation Number:	BRC0000558		
Title:	On-Call Secondary School Environmental Education Program		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$920,000.00
Commodity:	CLASSES, SEMINARS, WORKSHOPS, ETC. FOR CREDIT		
Description:	Visit https://dpw.lacounty.gov/contracts/asd_rfp/ProjectDetail.aspx?project_id=BRC0000558 to download the Request for Proposal and other pertinent documents. On-Call services to raise environmental awareness and instill positive behaviors in the County's school aged children, Public Works implements two long-term Environmental Education Programs; one for K-5 grade students, and another, the subject of this Program, for 6-12 grade students at independent, private/parochial, and public schools. The Generation Earth Program (Program) is also commonly referred to as the County's Secondary School Environmental Education Program. The Program provides environmental education to 6-12 grade students by addressing key areas: The Four R's (Reduce, Reuse, Recycle, Rethink), organics management, household hazardous waste (HHW), electronic waste (E-Waste), stormwater pollution prevention, water conservation, Safe, Clean Water Program (SCWP), and other sustainability messages. Less		
Open Day:	6/10/2025	Closed Date:	7/9/2025 5:30:00 PM
Contact Name:	Simon Lee	Contact Phone:	(626) 458-2509
Contact Email:	SimonLee@dpw.lacounty.gov		

Notice of Intent to Award (0) :	+ Click here to view notice intent to award list.
Solicitation Award (0) :	+ Click here to view award list.
Last Changed On:	6/10/2025 10:51:20 AM
Attachment File (0) :	+ Click here to download attachment files.



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