



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, NOVEMBER 13, 2018 - 6:30 P.M.

In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (714) 890-4245. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

The City Council agenda and supporting documentation is made available for public review and inspection during normal business hours in the Office of the City Clerk, 7800 Katella Avenue, Stanton California 90680 immediately following distribution of the agenda packet to a majority of the City Council. Packet delivery typically takes place on Thursday afternoons prior to the regularly scheduled meeting on Tuesday. The agenda packet is also available for review and inspection on the city's website at www.ci.stanton.ca.us, at the public counter at City Hall in the public access binder, and at the Stanton Library (information desk) 7850 Katella Avenue, Stanton, California 90680.

- 1. CLOSED SESSION (6:00 PM)**
- 2. ROLL CALL**
 - Council / Authority Member Donahue
 - Council / Authority Member Ethans
 - Council / Authority Member Warren
 - Mayor Pro Tem / Vice Chairman Ramirez
 - Mayor / Chairman Shawver
- 3. PUBLIC COMMENT ON CLOSED SESSION ITEMS**

Closed Session may convene to consider matters of purchase / sale of real property (G.C. §54956.8), pending litigation (G.C. §54956.9(a)), potential litigation (G.C. §54956.9(b)) or personnel items (G.C. §54957.6). Records not available for public inspection.

4. CLOSED SESSION

4A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Existing litigation pursuant to Government Code section 54956.9(d)(1)

Number of cases: 1

City of Stanton vs. Green Tree Remedy et al, Orange County Superior Court Case Number: 30-2015-00813225-CU-JR-CJC

4B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Existing litigation pursuant to Government Code section 54956.9(d)(1)

Number of cases: 1

Orange County Catholic Worker et al v. Orange County et al, United States District Court, Central District of California Case Number: 8:18-cv-00155-DOC-JDE

4C. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

(Pursuant to Government Code Section 54956.8)

Property: 10511 Flower Avenue, Stanton, CA (APN 079-334-25)
7922 Cerritos Avenue, Stanton, CA (APN 079-331-13)

Negotiating Parties:

Robert W. Hall, Interim Executive Director, Stanton Housing Authority
Stanton Housing Authority, Owner
Habitat for Humanity, Negotiating Party

Under Negotiation: Instruction to negotiator will concern price and terms of payment.

4D. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9(d) (2)

Number of Potential Cases: 1

4E. PUBLIC EMPLOYEE APPOINTMENT

(Pursuant to Government Code Section 54957)

Title: City Manager

5. **CALL TO ORDER / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY MEETING**
6. **ROLL CALL** Agency Member Donahue
Agency Member Ethans
Agency Member Warren
Vice Chairman Ramirez
Chairman Shawver
7. **PLEDGE OF ALLEGIANCE**
8. **SPECIAL PRESENTATIONS AND AWARDS** **None.**
9. **CONSENT CALENDAR**

All items on the Consent Calendar may be acted on simultaneously, unless a Council/Board Member requests separate discussion and/or action.

CONSENT CALENDAR

- 9A. **MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS. SAID ORDINANCES AND RESOLUTIONS THAT APPEAR ON THE PUBLIC AGENDA SHALL BE READ BY TITLE ONLY AND FURTHER READING WAIVED**

RECOMMENDED ACTION:

City Council/Agency Board/Authority Board waive reading of Ordinances and Resolutions.

- 9B. **APPROVAL OF WARRANTS**

City Council approve demand warrant dated October 17, 2018, October 25, 2018, and November 1, 2018 in the amount of \$3,725,177.01.

9C. PROFESSIONAL SERVICES AGREEMENT WITH CHARLES ABBOTT ASSOCIATES, INC. FOR BUILDING AND SAFETY SERVICES

Requested is the authorization to allow the Interim City Manager to enter into a Professional Services Agreement with Charles Abbott Associates, Inc. to provide Building and Safety Services for the City of Stanton for a term of three years with two one year options.

RECOMMENDED ACTION:

1. City Council declare that the action is not a project and is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) as the contract falls under organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment; and
2. Approve the contract for Charles Abbott Associates, Inc.; and
3. Authorize the Interim City Manager to bind the City of Stanton and Charles Abbott Associates, Inc. in a contract to provide Building and Safety Services.

9D. DECLARATION OF SURPLUS PROPERTY

From time to time equipment purchased by the City has outlived its useful life and needs to be sold or otherwise disposed of. In compliance with the purchasing policy, staff is required to petition the Council to declare the property surplus, obsolete, or unusable.

RECOMMENDED ACTION:

1. City Council declare that this action is not a project per the California Environmental Quality Act; and
2. Declare the equipment listed on Attachment 1 as surplus; and
3. Direct staff to sell or salvage equipment according to the Administrative Policy IV-4-12: Purchasing Policy and Procedures.

9E. PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL, INC. FOR ENVIRONMENTAL SERVICES FOR THE TINA/PACIFIC PROJECT

Requested is the authorization to allow the Interim City Manager to enter into a Professional Services Agreement with Michael Baker International, Inc. to provide environmental services for the Tina/Pacific project in an amount of \$146,493.

RECOMMENDED ACTION:

1. City Council declare that the action is not a project and is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) as the contract falls under organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment; and
2. Approve the contract for Michael Baker International, Inc.; and
3. Authorize the Interim City Manager to bind the City of Stanton and Michael Baker International, Inc. in a contract to provide environmental services for the Tina/Pacific neighborhood.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS

10A. APPEAL OF PLANNING COMMISSION'S DECISION TO DENY CONDITIONAL USE PERMIT C17-11 FOR THE OPERATION OF A NEW MASSAGE ESTABLISHMENT FOR THE PROPERTY LOCATED AT 10450 BEACH BOULEVARD, #105 IN THE CG (COMMERCIAL GENERAL) ZONE; SUBMITTED BY DIEN CHU PHAN

This is an appeal of the Planning Commission's decision to deny the application for Conditional Use Permit C17-11 for a new massage establishment from the property located at 10450 Beach Blvd. #105.

RECOMMENDED ACTION:

1. City Council hold a public hearing; and
2. Consider Resolution No. 2018-44 upholding the Planning Commission's denial of Conditional Use Permit C17-11 and denying the Applicant's appeal, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA UPHOLDING THE PLANNING COMMISSION'S DENIAL OF CONDITIONAL USE PERMIT C17-11, A REQUEST TO ALLOW FOR THE OPERATION OF A NEW MASSAGE ESTABLISHMENT FOR THE PROPERTY LOCATED AT 10450 BEACH BOULEVARD #105 IN THE CG (COMMERCIAL GENERAL) ZONE".

10B. INITIAL REVIEW OF A DISPOSITION AND DEVELOPMENT AGREEMENT WITH HABITAT FOR HUMANITY OF ORANGE COUNTY FOR THE PURCHASE AND DEVELOPMENT OF 7922 CERRITOS AVENUE AND 10522 FLOWER AVENUE (HOUSING AUTHORITY)

Conduct an initial review of proposed Disposition and Development Agreement negotiations between Habitat for Humanity of Orange County and the Stanton Housing Authority.

RECOMMENDED ACTION:

1. Housing Authority conduct a public hearing; and
2. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
3. Authorize Authority staff to negotiate the terms of a Disposition and Development Agreement with Habitat for Humanity of Orange County for the purchase and development of the properties located at 7922 Cerritos Avenue and 10522 Flower Avenue.

11. UNFINISHED BUSINESS

None.

12. NEW BUSINESS

12A. PROPOSED AMENDMENT TO THE STANTON MUNICIPAL CODE REGARDING CONSTRUCTION AND DEMOLITION DEBRIS

The California Building Standards Commission recently added provisions to the California Green Building Standards (CALGreen) Code regulating C&D Debris. The City's Municipal Code needs to be amended to comply with these new provisions.

RECOMMENDED ACTION:

1. City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3); and
2. Introduce Ordinance No 1082, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA AMENDING SECTIONS 6.04.090 AND 6.04.100 OF THE STANTON MUNICIPAL CODE REGARDING CONSTRUCTION AND DEMOLITION DEBRIS"; and

3. Set said Ordinance for second reading and adoption at the November 27, 2018 regular City Council meeting.

ROLL CALL VOTE: Council Member Donahue
Council Member Ethans
Council Member Warren
Mayor Pro Tem Ramirez
Mayor Shawver

13. ORAL COMMUNICATIONS - PUBLIC

At this time members of the public may address the City Council/Successor Agency/Stanton Housing Authority regarding any items within the subject matter jurisdiction of the City Council/Successor Agency/Stanton Housing Authority, provided that NO action may be taken on non-agenda items.

- Members of the public wishing to address the Council/Agency/Authority during Oral Communications-Public or on a particular item are requested to fill out a REQUEST TO SPEAK form and submit it to the City Clerk. Request to speak forms must be turned in prior to Oral Communications-Public.
- When the Mayor/Chairman calls you to the microphone, please state your Name, slowly and clearly, for the record. A speaker's comments shall be limited to a three (3) minute aggregate time period on Oral Communications and Agenda Items. Speakers are then to return to their seats and no further comments will be permitted.
- Remarks from those seated or standing in the back of chambers will not be permitted. All those wishing to speak including Council/Agency/Authority and Staff need to be recognized by the Mayor/Chairman before speaking.

14. WRITTEN COMMUNICATIONS None.

15. MAYOR/CHAIRMAN COUNCIL/AGENCY/AUTHORITY INITIATED BUSINESS

15A. COMMITTEE REPORTS/ COUNCIL/AGENCY/AUTHORITY ANNOUNCEMENTS

At this time Council/Agency/Authority Members may report on items not specifically described on the agenda which are of interest to the community provided no discussion or action may be taken except to provide staff direction to report back or to place the item on a future agenda.

15B. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE MEETING

At this time Council/Agency/Authority Members may place an item on a future agenda.

15C. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE STUDY SESSION

At this time Council/Agency/Authority Members may place an item on a future study session agenda.

Currently Scheduled:

- None

16. ITEMS FROM CITY ATTORNEY/AGENCY COUNSEL/AUTHORITY COUNSEL

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

17A. ORANGE COUNTY FIRE AUTHORITY

At this time the Orange County Fire Authority will provide the City Council with an update on their current operations.

18. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 8th day of November, 2018.

s/ Patricia A. Vazquez, City Clerk/Secretary

**CITY OF STANTON
ACCOUNTS PAYABLE REGISTER**

October 17, 2018	\$2,082,444.60
October 25, 2018	\$1,073,197.36
November 1, 2018	\$569,535.05

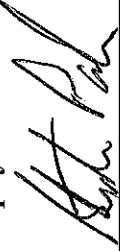
\$3,725,177.01

Demands listed on the attached registers conform to the City of Stanton Annual Budget as approved by the City Council.



Interim City Manager

Demands listed on the attached registers are accurate and funds are available for payment thereof.



Assistant City Manager

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: November 13, 2018

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH CHARLES ABBOTT ASSOCIATES, INC. FOR BUILDING AND SAFETY SERVICES

REPORT IN BRIEF:

Requested is the authorization to allow the Interim City Manager to enter into a Professional Services Agreement with Charles Abbott Associates, Inc. to provide Building and Safety Services for the City of Stanton for a term of three years with two one year options.

RECOMMENDED ACTION:

1. Declare that the action is not a project and is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) as the contract falls under organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment; and
2. Approve the contract for Charles Abbott Associates, Inc.; and
3. Authorize the Interim City Manager to bind the City of Stanton and Charles Abbott Associates, Inc. in a contract to provide Building and Safety Services.

BACKGROUND:

In 2004, the City contracted with Charles Abbott Associates, Inc. ("CAA") to provide Building and Safety Services. In 2014, the City sent out a Request for Proposals for Building and Safety Services and interviewed a number of firms, including CAA. At the conclusion of the interview process, the City reaffirmed its relationship with CAA, and agreed to new terms of the contract. The new terms were implemented immediately by CAA; however, a revised contract was never approved. The proposed contract under consideration formalizes the terms of the operation under the contract.

ANALYSIS/JUSTIFICATION:

Charles Abbott Associates, Inc. is a consultant and contract firm providing building and safety services, engineering services, NPDES review, organizational/personnel audits, pavement management, environmental assessments, and other related services. The

company was founded in 1984 and has over 34 years experience, and provides building and safety services to a number of Orange County cities, and cities in the Los Angeles region. CAA has been under contract with the City, providing building and safety services since 2004.

In regards to the services to be specifically provided, the City's Building Official and Building Inspector would be staffed by CAA. The current Building Inspector, Fernando Zarate would be the on-site day to day lead of the Stanton Building Division, and would provide inspection services, counter assistance, issue permits, and conduct plan check services on-site for certain projects. The Building Official, Mark Abbott, would be based off-site, but available for any items requiring assistance by the Building Official, and providing coverage when the Building Inspector is out of the office.

Building Plan Check services would also be provided off-site and would include architectural, structural, mechanical, plumbing, electrical, Title 24, accessibility, LEED, green building, and land development reviews. Building Inspection services would also be provided for all on-site construction activities related to a development or building permit. CAA would also provide the permitting software the city utilizes to issue permits and maintain permit records. As an alternative service included in the proposal, CAA would be able to support electronic plan submittal and review procedures, subject to a one time software installation fee and annual maintenance requirements. The City does not yet accept electronic plan check services, but this is an option that may be implemented in the future.

The contract proposal under consideration maintains the same fees and services established in the 2014 proposal and RFP process. This contract is proposed to end the current evergreen contract, and establish a three year term, with two one-year extensions, if agreed upon by both parties.

FISCAL IMPACT:

The contract is based on the portion of fees collected for plan checks and permit issuance. For the first \$20,000 collected, CAA receives 55%, between \$20,001 and \$30,000, CAA receives 50%, and additional fees collected over \$30,000, CAA receives 40%. Additional services are provided at an hourly rate schedule based on the additional services provided.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15378(b)(5).

PUBLIC NOTIFICATION:

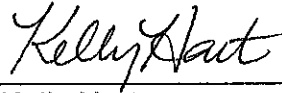
Public notice for this item was made through the regular agenda process.

STRATEGIC PLAN:

1 – Provide a Safe Community

6 – Maintain and Promote a Responsive, High Quality and Transparent Government

Prepared By:



Kelly Hart
Community & Economic
Development Director

Approved by:



Robert W. Hall
Interim City Manager

Attachment:

A. Charles Abbott Associates, Inc. Contract and Proposal

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, is made and effective as of October 23, 2018, between the **City of Stanton**, a California Municipal Corporation ("City") and **Charles Abbott Associates, Inc.**, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on **November 13, 2018** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **November 13, 2021** unless extended by mutual agreement pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. When available, a more detailed work program shall be attached and incorporated into this agreement as a separate exhibit.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **CITY MANAGEMENT**

City's Director of Community Development shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents that enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth herein, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This

amount shall not exceed 55% of permit fees for the first \$20,000, 50% of permit fees for fees collected between \$20,001 and \$30,000, and 40% of fees for more than \$30,000, in addition to special plan check and inspection services charged at the hourly rate identified in the payment schedule for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall such sum exceed ten thousand dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. **SUSPENSION OR TERMINATION OF AGREEMENT**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) Consultant may terminate this Agreement, only for cause, by serving upon City at least one hundred and eighty (180) days' prior written notice. For purposes of this subsection, "cause" shall include City's unreasonable failure to pay Consultant's invoice. Upon receipt of said notice, Consultant shall continue to work under this Agreement until the end of the 180 days, unless City terminates the Agreement prior to the end of the 180 days.

(c) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the

City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 3.

7. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the

Consultant. However, use of data by City for other than the project that is the subject of this agreement shall be at City's sole risk without legal liability or exposure to Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. **INDEMNIFICATION**

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City, and any and all of its officials, employees and agents (collectively "Indemnified Parties"), from and against any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, including but not limited to the extent same are caused or contributed to in whole or in part which relate to or arise out of any negligent, intentional or willful act, omission, occurrence, condition, event, transaction, or thing which was done, occurred, or omitted to be done (collectively "Claims"), by Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

(b) Indemnification for Other Than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, Consultant shall further indemnify, protect, defend and hold harmless the City and Indemnified Parties from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the City from liability, with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required, this failure shall be a

material breach of this Agreement, and Consultant agrees to be fully responsible according to the terms of this entire Section 9. City has no obligation to ensure compliance with this Section by Consultant and failure to do so will in no way act as a waiver. This obligation to indemnify and defend City is binding on the successors, assigns or heirs of Consultant, and shall survive the termination of this Agreement or this section.

(d) Obligation to Defend. It shall be the sole responsibility and duty of Consultant to fully pay for and indemnify the City for the costs of defense, including but not limited to reasonable attorney's fees and costs, for all Claims against the City and the Indemnified Parties, whether covered or uncovered by Consultant's insurance, against the City and the Indemnified Parties which arise out of any type of omission or error, negligent or wrongful act, of Consultant, its officers, agents, employees, or subcontractors. City shall have the right to select defense counsel.

10. **ATTORNEY'S FEES**

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

11. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and part of this Agreement.

12. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or

indemnification to Consultant for injury or sickness arising out of performing services hereunder.

13. **LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations, which in any manner affect those employed by it or in any way, affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Stanton in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Stanton will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

17. **NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Stanton 7800 Katella Ave Stanton, California 90680 Attention: City Clerk
----------	---

To Consultant:	Charles Abbott Associates, Inc. 27401 Los Altos, #220 Mission Viejo, CA 92691 Attn: Rusty Reed
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18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only [Consultant Name] shall perform the services described in this Agreement.

19. **LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

20. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Stanton.

21. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding that between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

22. **CONTENTS OF PROPOSAL**

Consultant is bound by the contents of the proposal submitted by the Consultant, Exhibit "A" hereto.

23. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**SIGNATURE PAGE FOR OVERLAND, PACIFIC & CUTLER
CONSULTANT CONTRACT**

CITY OF STANTON

CONSULTANT

By: _____
Bob Hall
Interim City Manager

By: _____
Rusty Reed
President/Principal in Charge

Attest:

Patricia A. Vazquez, City Clerk

Approved As To Form:

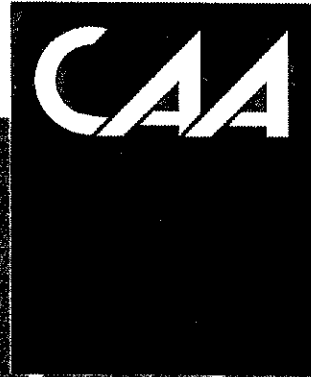
Matthew E. Richardson, City Attorney

EXHIBIT A

TASKS TO BE PERFORMED

Proposal for Building and Safety Services
(Dated October 17, 2018)

Charles Abbott Associates, Inc.



"Helping public agencies provide effective and efficient municipal services to improve communities since 1984"

Proposal for

Building and Safety Services

Prepared for

City of Stanton

**Attn: Kelly Hart, Community and Economic Development Director
7800 Katella Avenue
Stanton, CA 90680**

**By:
Charles Abbott Associates, Inc.**

27401 Los Altos # 220
Mission Viejo, CA 92691
Toll Free: (866) 530-4980

www.caaprofessionals.com

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A. LETTER OF INTRODUCTION

October 17, 2018

Subject: Proposal for Building and Safety Services

Charles Abbott Associates, Inc. (CAA) is pleased to submit the enclosed Proposal for Building and Safety Services to the City of Stanton (City).

Since 1984, CAA has been providing a growing number of cities with outstanding Building Services. Over the years, our vast knowledge, experience, and proven ability to satisfy the needs of cities and counties of all sizes has earned us the reputation of being one of the most qualified firms in the industry.

CAA is exceptionally qualified to provide the requested services to the City as described in our submittal. Our team is not only comprised of building & safety experts, but also highly trained professionals who are able to balance regulatory requirements, cost effectiveness, political considerations, and practicality when advising our clients. Due to our depth of professional knowledge and our 30 years of industry experience, we feel we are superior to any other consultant providing these services in Southern California. CAA looks for creative solutions for our clients' needs, and we are committed to assuring cost effectiveness without sacrificing quality.

CAA maintains well qualified and educated inspectors and plan checkers. The staff regularly attends training courses, seminars, and conferences to ensure they are up-to-date on the most relevant issues in the industry. As an example of these advanced industry-training standards, CAA provides California Building Official, (CALBO) certified in-house training to ensure staff members are aware of all State mandated procedures, policies, and requirements.

CAA recently received a company rating of "2" by ISO for all of our California Cities in 2014. This rating illustrates CAA's commitment to mitigating losses and enforcing codes to improve safety in our communities.

We pledge the full resources and backing of our firm to assure that the City has the most efficient and cost effective building services strategy available. We stand by our commitment to unparalleled professionalism and service, as evidenced by the average length of service with our clients of over 16 years.

Project Understanding

CAA understands the City is currently seeking comprehensive Building and Safety Services to provide contract building department administration. Services to be provided include: building plan review, building inspection, public works land development plan check and inspection to ensure compliance with all applicable State and City codes. We understand the project term would be for 3 years, with the option for 2 one-year extensions.

CAA will dedicate highly trained staff members from our pool of resources to this project. Our staff will carry out the duties of the Building and Safety Division, as well as other duties as assigned. Our staffing levels will ensure that all City building inspections are

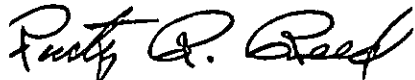
conducted in an efficient and courteous manner that is responsive to the City and the public's needs. CAA has the experience, knowledge, and ability to manage such tasks, assignments, and responsibilities while reducing the City's financial and staffing burdens. Additionally, CAA has the ability to add certified and qualified staff whenever workload demands increase.

Fernando Zarate will be assigned as the primary building inspector. Renee Meriaux CBO, CASp, MCP, will serve as the Project Manager and ensure that our policies, procedures, and manpower will provide the level of service the City desires. She will supervise the project and maintain continuous communication with the City to ensure that the City is 100% satisfied with our staff, our turnaround times, the quality of our work, and the overall teamwork between our staff and yours. Any shortcomings from the City's perspective will be dealt with promptly.

Should the City have any questions or require additional information, please contact Renee Meriaux CBO, CASp, MCP, or myself. We look forward to meeting with you to further discuss your service needs.

Thank you in advance for your consideration.

Sincerely,



CHARLES ABBOTT ASSOCIATES, INC.
Rusty R. Reed, PE President

27401 Los Altos # 220
Mission Viejo, CA 92691
(949) 279-4124

B. SCOPE OF SERVICES

CAA has been providing Building & Safety Services to a growing number of cities and counties in the Southern California region since 1984. The following table lists some of the services we provide to meet the needs of our clients:

SERVICE ROLES	SERVICES
<ul style="list-style-type: none">• Building Official• Building Inspector• Code Compliance Officer• Public Counter Technician• Public Works Director• City Engineer• Plan Checker• Fire Prevention Specialist/Inspector• Map Check Surveyor• Certified Environmental Trainers• Project/Construction Engineer• Landscape Manager/Supervisor• Landscape Architect• Redevelopment Agency Engineer• Assessment Engineer• Traffic Engineer• CASP Certified Specialist	<ul style="list-style-type: none">• Building & Safety Administration• Plan Review• Building Inspections• Accessibility Assessments• Grading and Improvement Review• Environmental Assessments• Municipal NPDES Programs• NPDES Review• Public Works Administrative Services• Public Works Contracting• Work Management and Budgeting Systems• Organizational/Personnel Audits• Evaluation of Fee Structures• Grant/Funding Applications• AB 939 Implementation• Pavement Management• Asset Management

CAA will perform all Building and Safety Services outlined by the City. The CAA professionals that will be assigned to the City of Stanton have many years of municipal experience to support the City's Building Services Division. CAA's professional staff successfully services over 40 cities, including the cities of Mission Viejo, Aliso Viejo, and Laguna Niguel. CAA has been handling a complete package of City Building Department Services for over 30 years, including:

- A. Building Codes Administration
- B. Building Inspections
- C. Building Plans Review
- D. Environmental Management
- E. Code Enforcement

CAA will provide all materials, resources, tools and training required for our professionals to perform their assigned duties, including vehicles, cell phones, iPads, and other technology devices that enhance our service.

Building Official and Plan Check Services

CAA has the resources and technical capabilities to meet the demands of the Building Services Division of the City. The Building Inspector assigned to the City will generally be onsite Monday through Friday, 7:00am to 8:00am and 1:00pm to 5:00pm, and will be

available at all times to respond to urgent matters within one hour of notification. Our Building Officials and Inspectors are ICC certified, and have a minimum of 2+ years experience in the State of California. The Building Official assigned to the City of Stanton will:

- Manage all Building Services functions
- Enforce and interpret building codes and other regulations
- Respond to concerns from residents, businesses, and other parties as required
- Prepare various documentation such as reports and inventories
- Conduct process reviews and make recommendations for process improvements, if applicable
- Be available to provide testimony for administrative and legal proceedings
- Conduct training and public outreach programs
- Assist with other related duties as assigned by the City

CAA will provide the plan review of any and all types of structures including, but not limited to, single family dwellings, multi-family dwellings, industrial and commercial buildings for compliance with all local ordinances and State and Federal laws that pertain to Building and Safety, and for compliance with the adopted California Building Code, California Residential Code, California Plumbing Code, California Electrical Code, and California Mechanical Code, Title 24, and the City Municipal Code. In addition, CAA will provide public works land development grading-drainage inspection and plan review which will include but not be limited to, curb, gutter, streets, sidewalks, dry utilities, wet utilities, storm drain, hydrology and hydraulics. Plan review will be performed in-house and off-site.

General Plan Review Services

Most minor plan review and rechecks can be performed in City Hall Offices, more complex plan reviews will be performed in our corporate office in Mission Viejo. CAA plan check staff is familiar with construction utilizing various state-of-the-art structural systems as well as the latest technology in mechanical and electrical systems. Staff project experience ranges from single-family dwellings to large multi-story buildings, including essential service buildings, commercial buildings, and industrial facilities.

• Architectural

CAA staff is certified and experienced in all phases of architectural review, including construction types, occupancies, separations, heights, areas, egress means, and fire/life safety. CAA staff will bring many years of experience to the City's review and inspection process with respect to size, shape, and use of buildings with varying complexities. Many of CAA's staff are active in architectural code promulgation at the state and national level and several sit on CALBO and International Code Council (ICC) committees.

• Structural

CAA's plan review structural engineers have reviewed structural plans with varying degrees of construction complexity from single-family homes to high-rise multi-use facilities. CAA's plan review engineers maintain California registration with an average experience of over 30 years in structural and design plan review.

- **Mechanical**

CAA staff is experienced in plan review and inspection of mechanical installations for compliance with the California Mechanical Code, including piping, duct layouts, and sizing for HVAC systems, mechanical equipment approval listings, and mechanical fixture locations, sizing, and counts. CAA staff will bring such knowledge, experience, and understanding to City reviews and inspections.

- **Plumbing**

CAA staff is trained to review plans for compliance with all aspects of the California Plumbing Code, including piping layouts and isometrics, plumbing fixture locations and approval listings, pipe size calculations, and accessibility details. CAA staff is well knowledgeable and experienced in the review and inspection of plumbing plans and installations, including applications from the simple to the complex. Since many of our staff has worked in the field, they can draw on their own expertise and experiences as the designer, developer, and inspector.

- **Electrical**

CAA staff is experienced in the plan review and the inspection of various electrical installations, both residential and commercial. CAA staff will review plans for compliance with the California Electrical Code, including the review of schematics, diagrams, panel schedules, load calculations, fixture approval listings, Title 24 Energy compliance calculations, and accessibility data.

- **T-24 Energy**

CAA staff are well informed of California's Energy Efficiency Standards for Residential and Non-Residential Buildings, or "T-24 Energy" standards. CAA staff receives extensive annual training to ensure that each is aware of the specifics of these state programs.

- **Accessibility**

CAA staff attends state and locally sponsored CALBO and ICC training relative to disabled access. CAA staff takes disabled access seriously and has been proactive on CALBO's Accessibility Compliance Committee. CAA can provide a Certified Access Specialist Program (CASP) professional to meet California's new requirements that took effect in July 2010.

- **LEEDs**

CAA recognizes the importance of and pursues environmentally conscious design and development procedures consistent with the U.S. Green Building Council (USGBC), Leadership in Energy & Environmental Design (LEED) certification standards. CAA has staff certified through the LEED process that are available to review City development projects that are required to have LEED Certification(s).

- **Green Building Code Review**

CAA can and will provide staff that are aware and up to date on the 2016 California Green Building Standards (CALGreen) Code revisions. As with LEED certification, CAA seeks to enhance and improve City development projects through cooperation and collaboration with stakeholders.

- **Land Development Inspection and Plan Review**

CAA will provide public works land development grading and drainage inspections and plan review which will include but not be limited to, curb, gutter, streets, sidewalks, dry utilities, wet utilities, storm drain, hydrology and hydraulics.

Building Inspection Services

CAA will provide the inspection of structures under construction in the City for compliance with all local ordinances, state and federal laws that pertain to Building and Safety and for compliance with the adopted California Building Code, California Residential Code, California Plumbing Code, California Electrical Code, and California Mechanical Code.

CAA will provide one full-time Inspector and one part-time as-needed Building Official to the City. Additional inspectors will be available as required by workload. A CAA Building Inspector will be available at all times to conduct urgent building inspections, should they arise.

Inspection Personnel Qualifications

CAA assigned staff will perform inspection services as required by the City. Our staff will meet or exceed the City's minimum qualifications for all position(s). Competent inspectors will be provided whose background, experience, applicable certifications and demeanor demonstrates the ability to conduct inspections in accordance with jurisdiction standards. All CAA inspectors are ICC certified.

Inspection Responsibilities

Inspectors assigned to the City will perform periodic construction inspections to verify that the work of construction is in conformance with the approved project plans, as well as identifying issues of non-compliance with applicable codes. Projects under construction by permit from the City will be inspected for compliance with the State of California Building, Mechanical, Plumbing, Electrical, Energy, Green Building, and Accessibility Codes as adopted by the State and amended by the City, as well as a working familiarity with the Fire Codes. Inspectors are accessible and available to meet with the project design team and/or the client's representatives to work out problems and help resolve issues quickly and efficiently. Our inspection staff easily integrates into client organizations.

Guaranteed Response Times

In an effort to provide quality assurance, CAA proposes to use our "best service guarantee" program. This program assures the City that all turn around times are met or improved, all inspections are conducted when requested, and emergency response is timely and effective.

- CAA will conduct any necessary or required building investigations as directed by the City. Investigations will include field and office research, investigation follow-ups and preparation of notices, letters, or documents.
- CAA will provide and maintain all vehicles and equipment required or necessary to carry out inspections and duties of the Building Services Division.

Building Permit Software

CAA will continue to provide the City with a customized Permit Issuance and Inspection Tracking through a user-friendly software system that allows for an efficient and accountable level of service to be delivered to the City and contractors.

C. COMPANY PROFILE

Official name and address: Charles Abbott Associates, Inc.

27401 Los Altos, #220
Mission Viejo, CA 92691

Primary point of contact: ReneeMeriaux, CBO, CASp, MCP

27401 Los Altos, #220
Mission Viejo, CA 92691
Tel: 949-367-2850
reneemeriaux@caaprofessionals.com

Entity type: Corporation

Years in Business: 34

Federal Tax ID: 33-00753899

Company locations:

CALIFORNIA – COMPANY HEADQUARTER

27401 Los Altos, #220
Mission Viejo, CA 92691

Tel: (949) 367-2850
Fax: (949) 367-2852

FLORIDA

3001 North Rocky Point Drive East, #200
Tampa, FL 33607
Tel: (866) 530-4980
Fax: (949) 367-2852

GEORGIA

Two Ravinia, #500
Atlanta, GA 30346
Tel: (866) 530-4980
Fax: (949) 367-2852

COLORADO

10955 Westmoor Dr, 4th Floor
Westminster, CO 80021
Tel: (866) 530-4980
Fax: (949) 367-2852

NEVADA

8537 Stone Harbor
Las Vegas, NV 89145
Tel: (866) 530-4980
Fax: (949) 367-2852

ARIZONA

60 E Rio Salado Parkway, #900
Tempe, AZ 85281
Tel: (866) 530-4980
Fax: (949) 367-2852

TEXAS

9595 Six Pines, Bldg. 8, Level 2, #8210
The Woodlands, TX 77380
Tel: (866) 530-4980
Fax: (949) 367-2852

SOUTH CAROLINA

4000 S. Faber Place Drive, #300
Charleston, SC, 29405
Tel: (866) 530-4980
Fax: (949) 367-2852

D. LOCATION OF PRINCIPAL OFFICE

Our corporate headquarter is located in close proximity to the City of Stanton at 27401 Los Altos, #220 in Mission Viejo, CA 92691. This gives CAA the unique advantage to provide additional staff if workload increases without delay. Our Plan Review Office is also located at our main office in Mission Viejo, where we have full-time plan and part-time plan reviewers available to meet additional workload as required.

E. PROFESSIONAL QUALIFICATIONS

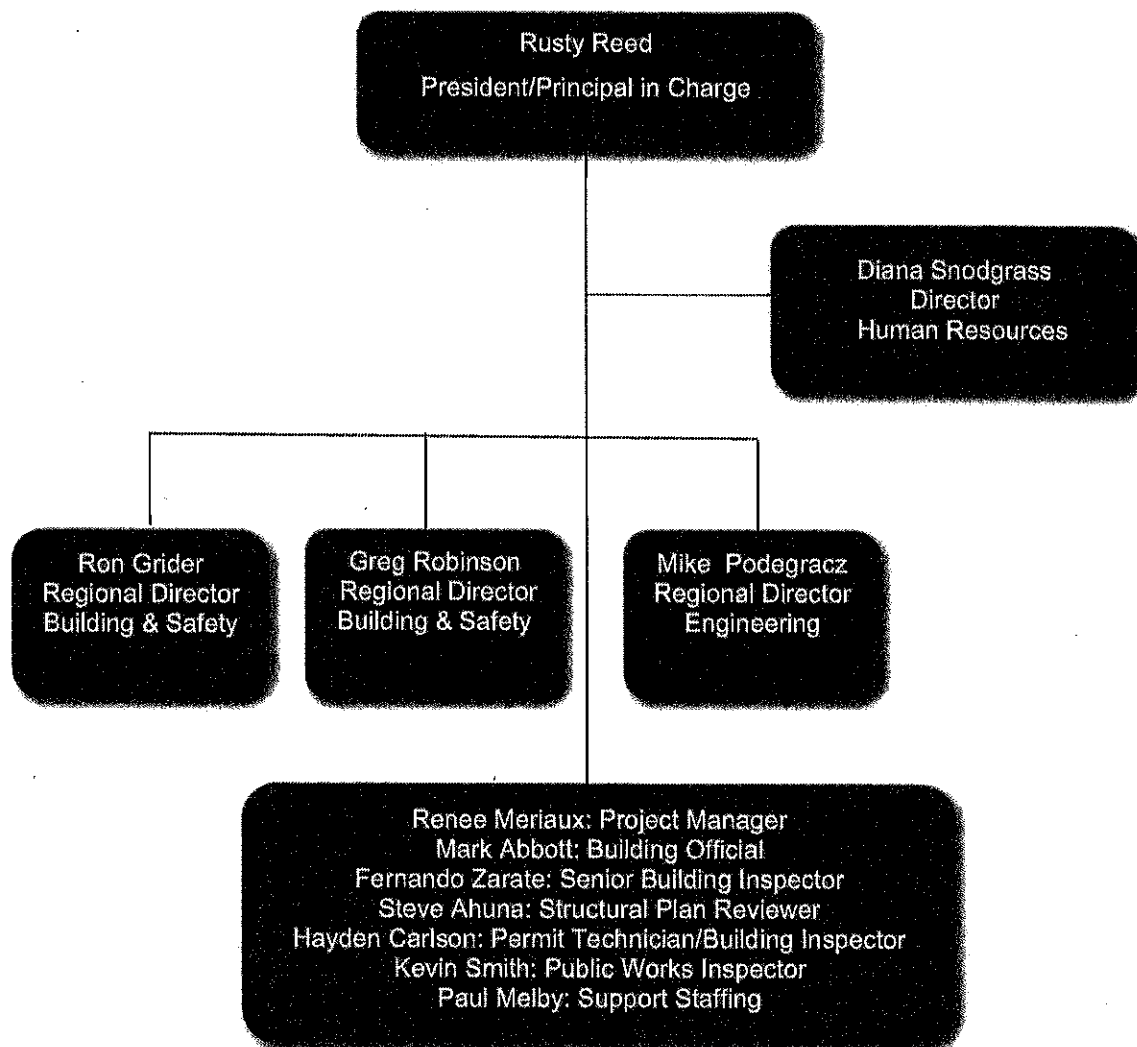
We have assembled a project team with the skills and qualifications necessary to serve the City successfully. This team of highly qualified and experienced staff has provided similar services to many cities and counties, and brings numerous combined years of related experience to the table. All employees work for the firm and are not independent contractors.

As part of our services, we assure the following to the City:

- Key personnel will be available to the extent proposed for the duration of the project, and no person designated "key" to the project will be removed or replaced without the prior written consent of the City.
- Should we wish to make any permanent staffing changes, we will discuss these changes with the City at least 30 days in advance; and
- If the City requests staffing changes, we will make them in a timely manner.

CAA will not be using any sub-consultants, sub-contractors, suppliers or manufacturers.

The following chart shows the structure of the staff proposed to the City:



Key Personnel

CAA employs full time personnel to staff municipal work engagements. The firm recruits individuals who are looking for long-term employment with a stable firm and a rewarding career. We are proposing experienced staff that can work as team members with City staff, augmenting their efforts and reach. With those principles in mind, the proposed key professionals are as follows:

Name: Renee Meriaux CBO, CASp, MCP, Project Manager
[REDACTED]
Position: Project Manager
Education: B.S., Applied Science and Technology
CBC, UBC, and IBC certified

Summary of Experience: Ms. Meriaux has served as a Building Official for multiple CAA cities including the City of Stanton. She has been responsible for the administration, inspection, plan check and permit issuance for the last 13 years in the cities of Camarillo, Moorpark, Stanton and Ojai. Ms. Meriaux has 22 years' experience in building and safety.

Name: Mark Abbott, CBO
[REDACTED]
Position: Building Official
Education: BS Business Administration
MBA Business Administration
Certified Building Official
Certified Building Inspector

Summary of Experience: Mr. Abbott has over 15 years of municipal experience with building and engineering related activities and will serve as the Building Official for the City of Stanton.

Name: Fernando Zarate
[REDACTED]
Position: Building & Safety Official
Education: Building Inspector CBC

Summary of Experience: Building Inspector with 13 years experience who will be the **day to day contact person at the City of Stanton**. Mr. Zarate has been serving as the City of Stanton's Building Inspector since 2011.

Name: Steve Ahuna, PE
[REDACTED]

Position: Lead Plan Check Engineer
Education: BS Architectural Engineering
MS Applied Economics
Certified Building Official
Building Plans Examiner
PE License CA

Summary of Experience: A Registered Professional Engineer who will oversee the plan review staff in the review of plans and calculations for compliance with adopted codes and any adopted amendments. Mr. Ahuna has 30 years experience.

2004 to Present Building Plan Examiner CAA

Professional Memberships: ICC, CALBO, SEAOSC

Name: Paul Melby, CBO
[REDACTED]

Position: Certified Building Official
Education: A.A.
UBC and IBC certified

Summary of Experience: A Building Official who will provide support to the City's Building Official in code administration, plan review, inspections, permit counter and will advise when requested. Mr. Melby has over 20 years experience.

2009 to Present Building Official CAA

Professional Memberships: ICC OE Board Member, CALBO Professional Licensing

Plan Transmittal

CAA will overnight Building Plans using "OnTrac" or other shipping firm to transport those plans requiring off-site review to and from the office of the City to CAA's main office, where the plan check service will be provided.

F. PERMITTING SOFTWARE

CAA will provide our latest permitting software at no cost to the City of Stanton. Should CAA and the City terminate its contractual relationship at any time, CAA will invoice the City an annual license fee for continued use of the permitting software.

Building Permit Software

84 Permits is CAA's innovative, commercially available building permit software. Our permit system is full-feature, user-friendly, and easy to implement.

84 Permits' core functions include:

- Easily collect customer (owner, applicant and contractor) information and construction data
- Calculate and charge fees based on provided building improvement costs or construction type
- Track submitted architectural plans through the entire plan review process
- Instantly issue building permits and other supporting documents for approved projects
- Track building inspections during construction projects
- Issue final paperwork and close out projects
- Provide mobile access to 84 Permits via iPads for building inspectors in the field
- Easily compile permit reports, fee summary reports and other permit statistics

CAA is committed to upgrading our existing permit system at the City of Stanton to the newest version of 84 Permits during the contract period at no cost. Should CAA and the City terminate its contractual relationship at any time, CAA will invoice the City for an annual license fee of \$6000.

Electronic Plan Check Software

CAA has integrated e-PlanSoft's Electronic Plan Check (ePC) software into our 84 Permits software. ePC is the only electronic plan check software able to provide entirely web based document management and plan check markup, without requiring any local software installation. Additionally, CAA has gone one step further and developed a web site that can be customized according to the City's desired look and feel. This allows architects and/or owners to upload construction plans and pay plan check fees directly on the web, thereby reducing time, paper, printing, and delivery costs normally associated with the plan review process.

ePC features include:

- Concurrent, interdepartmental plan checking
- Real-time commenting and markups
- Efficient re-submittals and version tracking
- Built-in standard comment database
- Overlay and side-by-side document comparison and review
- Easily import your agency checklist items

- Interfaces with CAA's 84 Permits software

CAA is offering to provide both 84 Permits and ePC for the City of Stanton, if the City so chooses, for the following fee:

One-time setup fee of \$30,000

Annual data center hosting fee of \$7,500

Annual licensing and support fee of \$2,250 per user

CAA will cover the monthly user license fees and support fees for all CAA employees, including plan checkers and structural engineers, during the contractual period with the City.

G. PROPOSED STAFF RESUMES

Renee Meriaux, CBO, CASP, MCP – Project Manager

Years of Experience

22+ Municipal Experience

Education

Bachelor's of Science, Thomas Edison
State College

Associates of Science, Ventura College

KEY QUALIFICATIONS

- Certified Master Code Professional
- Certified Building Official
- Certified Access Specialist
- Hands-on Construction and Building & Safety Experience

Certifications

ICC Certified Building Official (#375320) ICC Certified Building Code Official (#375320)
ICC Certified Plumbing Code Official (#375320) ICC Certified Building Plans Examiner (#375320)
ICC Certified Combination Inspector (#375320) ICC Certified Building Inspector (#375320)
ICC Certified Electrical Inspector (#375320) ICC Certified Mechanical Inspector (#375320)
ICC Certified Plumbing Inspector (#375320) ICC Certified Plumbing Plans Examiner (#375320)
ICC Certified Combo Dwelling Insp. (#375320) ICC Certified Res. Combo. Inspector (#375320)
ICC Certified Bldg Plans Ex UBC (#375320) ICC Certified Mech Inspector UMC (#375320)
ICC Certified Plumb Insp UPC (#375320) ICC Certified Build Inspector UBC (#375320)
ICC Certified Permit Technician (#375320) ICC Certified Build Plans Ex CBC (#375320)
ICC Certified Build Inspector CBC (#375320) ICC Certified Elec Inspector CEC (#375320)
ICC Certified Plumb Insp CPC (#375320) ICC Certified Mech Insp CMC (#375320)
ICC Certified Combo Dwelling Inspector Calif Codes (#375320)
ICC Certified Combination Inspector Legacy (#375320)
California Certified Access Specialist (CASP) (#180)
ICC Certified Accessibility Inspector/Plans Examiner (#375320)

Ms. Meriaux brings over 35 years of construction experience to this project. She is an experienced Master Code Professional/Building Official/Building Inspector/Plans Examiner and a certified Building Official capable of providing all the necessary administrative support. She is active with ICC and CALBO serving on several Exam development committees.

Relevant Experience

- Currently Serving as Building Official for the City of Camarillo, Moorpark and Stanton.
- Previously served the Cities of Hidden Hills and Mission Viejo, and the County of Los Angeles.
- Thorough knowledge of building codes, regulations and construction industry standards.

Fernando Zarate – Sr. Building Inspector and Plan Reviewer

Years of Experience

10+

Education

International Association of Structural Iron Workers, Cerritos College

Certifications

California Residential Plumbing Inspector
California Residential Building Inspector
California Commercial Plumbing Inspector
Building Inspector
California Commercial Building
California Residential Mechanical Inspector
Plumbing Inspector
PC 832 – Powers of Arrest
ACI – Special Inspectors – Field Tester

KEY QUALIFICATIONS

- Certified Building Inspector
- Municipal Code Enforcement Background
- Hands-on Construction and Building & Safety Experience
- Excellent Interpersonal Skills

Mr. Zarate has over 9 years of combined construction and building and safety experience. He has been providing code enforcement and building inspection services on residential, commercial, and industrial projects and counter services for the City of Hawaiian Gardens for over 3 years.

He performs plan check and inspection services to assure that plans and construction are according to code, and has a thorough knowledge of building codes, regulations and construction industry standards.

He is highly experienced in enforcing and administering City ordinances and regulations, as well as all phases of the permit / inspection process including counter interface, permit issuance, processing, and building inspection.

Relevant Experience

- Serves as a Building Inspector/Plans Examiner for the City of Stanton
- Assists with issuing building permits and answer building code questions for City of Stanton

Mark Abbott, CBO - Building Official

Years of Experience

15+

Education

B.S., Business Administration California State University, Long Beach

M.B.A., Business Administration California Baptist University

Certifications

ICC Certified Building Official (5224949-CB)

ICC Combination Inspector (5224949)

ICC Certified Building Inspector (5224949-10)

OES/CALEMA Disaster Service Worker

KEY QUALIFICATIONS

- Certified Building Official
- Certified Building Inspector
- Local Government Background
- Extensive Building and Safety Experience

Mr. Abbott has over 15 years of municipal experience with building and engineering related activities. In 2003 he began his career with Charles Abbott Associates, Inc. (CAA) in the Town of Apple Valley as a Building Inspector. He took on additional responsibility in 2007, by inspecting/managing capital improvement projects for the Engineering Division in the Town of Apple Valley. But due to his continued desire for new building related opportunities, he earned his ICC Building Official Certification in the fall of 2009. Mr. Abbott moved on to become the Building Inspector and Plan Checker for the City of Los Alamitos in 2010 and then became the Building Official for the City in 2015. In addition to these responsibilities, he also currently supports the Building Department at the City of Stanton, with whatever is needed.

Mr. Abbott has also worked diligently to improve the workflow for all CAA clients by modernizing CAA's own Building Permit and Code Enforcement Databases, and has even implemented electronic plan check solutions for the City of Fountain Valley and the City of Forest Park, GA.

Relevant Experience

- Building Official for the City of Los Alamitos.
- Facilitated all code adoptions, agenda items, plan check, permit issuance, and inspections for the City of Los Alamitos.
- Streamlined CAA's own Building Permit system into a modern software application that has improved the permit issuance and permit tracking for all CAA clients.
- Implemented the installation of CAA's permit system with electronic plan check for a few CAA client cities.
- Building Inspector for the Town of Apple Valley, CA.
- Coordinated plan check, building inspections and off-site inspections for a Pulte Homes tract of 1,200-plus homes.

Hayden Carlson

Permit Technician

Years of Experience

8+

Education

Marina High School, Huntington Beach, CA
Vanguard University, Costa Mesa, CA 2014-2015

Certifications

ICC Certified Residential Building Inspector

Mr. Carlson has over 6 years of hands-on construction experience working as a field technician. He possesses extensive experience receiving and processing building and zoning permits, assisting with plan checks, and processing fees for building and zoning permits. In her role as permit technician for CAA at the City of Stanton, his responsibilities include assisting the public at the front counter; issuing permit applications; answering questions on policies and procedures; and providing information on the permit process. He receives and reviews completed building permit applications; ensures the information provided is accurate, complete, and in compliance with building and other regulations, and advises the public on necessary corrections. His responsibilities also include routing plans to appropriate staff; labeling and logging information into the City's permit system; setting up files; tracking and monitoring plan status; notifying contractors, owners, developers, and engineers of plan status, and issuing building permits. Mr. Carlson also verifies licensing and insurances on contractors; calculates and estimates fees for permits; collects fees for various applications, registrations, and licenses; issues receipts for fees collected, and inputs data into the City's computer system. Additionally, he performs a variety of clerical and technical tasks in support of assigned office functions, including assisting the public, record keeping, and report preparation as well as answering a variety of phone calls.

KEY QUALIFICATIONS

- Customer Service Driven
- Strong Communication Skills
- Certified Residential Building Inspector
- Building Permit Technician
- Hands-on Construction Experience

Relevant Experience

- Permit Technician, Stanton, CA

Kevin Smith, P.E.

Associate Engineer

Years of Experience

33+

Education

Bachelor's of Science Degree, Civil Engineering,
Loyola University

Professional License

General Building Contractor, California

KEY QUALIFICATIONS

- Extensive Project Management Experience
- Registered Civil Engineer in CA, NV, and AZ
- Municipal Experience
- Hands-on Public Works Experience

Mr. Smith has over 33 years of construction, public works, and building & safety experience with CAA. In his capacity as Associate Engineer, he has been involved extensively in Public works and traffic engineering, including the design, construction and maintenance of streets, storm drains, parks grounds and public buildings. Mr. Smith is currently assigned to the City of Rancho Palos Verdes, where he is responsible for the day-to-day management of \$1.9 million in operating and \$7.5 million in Capital Improvement budgets. He is responsible for preparing program budgets and monitoring staff performance, as well as evaluating productivity and implementing process improvements where necessary. Other typical duties include the evaluation of existing infrastructure for repair or replacement. With drainage facilities, Mr. Smith determines if expansion is possible or replacement is necessary.

In addition, Mr. Smith serves as the staff liaison for the Rancho Palos Verdes Traffic Committee, as well as special consultant to the Palos Verdes Estates Traffic Committee. In this role, he has found various solutions to on-street parking problems and implemented various changes.

Relevant Experience

- Assistant Director of Public Works, Rancho Palos Verdes, CA
- Engineering Consultant, Palos Verdes Estates, CA
- Engineering Consultant, Hidden Hills, CA
- Engineering Consultant, Moorpark, CA

Steve Ahuna, PE, CBO

Registered Civil Engineer/Certified Plans Examiner

Years of Experience

31+

Education

M.S., Applied Economics, Santa Clara University, Santa Clara, CA
B.S., Architectural Engineering, California State University, San Luis Obispo

Professional Memberships

ICC, CALBO, SEAOSC

Certifications

ICC Certified Building Official (1036330-CB)
ICC Certified Plans Examiner (1036330-B3)
ICC Certified Plans Examiner UBC (1036330-60)
OES/CALEMA DISASTER SERVICE WORKER
Post Disaster Assessment SAP

KEY QUALIFICATIONS

- Licensed and Certified
- Certified Building Official
- Building Plans Examiner
- PE License CA, CO, NV, FL and AZ
- Municipal Experience
- Structural and Architectural Review
- Extensive Plans Review Experience

Registration

Civil Engineer in California (C 34264), Colorado, Nevada, Florida and Arizona

Mr. Ahuna has over 30 years of experience in architectural and structural review of residential and non-residential plans. He has plan review experience working for both private and municipal entities. Prior to working as a plan checker, he worked for a private consulting structural engineering firm as a design engineer for residential and non-residential buildings. He will oversee the plan review staff in the review of plans and calculations for compliance with adopted codes and any adopted amendments.

Recent Project Experience

- 3-Story Senior Complex, Laguna Niguel, CA
- 20 Unit Townhouse Project, Huntington Beach, CA
- Several Industrial/Office Buildings, Huntington Beach, CA
- Preliminary Review of a 300 Unit Condo Project, Huntington Beach, CA
- Nevada Cancer Institute
- Fairfield Apartments

Paul Melby, CBO

Years of Experience

20+

Education

A.S. Construction Inspection,
Mt. San Antonio College

A.A. Architectural Drafting,
Saddleback College

A.A. Business Management, Saddleback College

KEY QUALIFICATIONS

- Licensed and Certified
- Municipal Experience
- Construction Experience

License

General Contractor B License

Professional Memberships

ICC OE President, CALBO Professional Licensing Committee

Certifications

ICC Building Official (0875834-CB)

ICC Plans Examiner (0875834-60)

ICC Combination Inspector (0875834-50)

ICC Green Certified (0875834-G1)

General Contractor (901300 B)

OES/CALEMA DISASTER SERVICE
WORKER (SAP63248)

FEMA IS-00700.a, IS-00100.b

Mr. Melby serves as the Building Official for the City of Rancho Santa Margarita, San Juan Capistrano and La Palma. He is responsible for the plan review of construction projects as well as the construction inspections in the City of Rancho Santa Margarita and La Palma. In addition Mr. Melby augments Rancho Santa Margarita City staff by providing support for Planning, Code Enforcement, Public Works and Water Quality. Mr. Melby prepares reports for City staff and coordinates with other agencies ensuring that projects are not permitted or finalized until the required approvals are obtained. Mr. Melby prides himself on being able to administer the code in a friendly, courteous manner. Coming from a construction background, he understands issues involving the mechanics and constructability of systems intended for compliance. Mr. Melby also is an instructor at Rancho Santiago college teaching Building code Classes for the Advanced Code Enforcement program.

Recent Project Experience

- Building Official for the City of Rancho Santa Margarita
- Building Official for the City of La Palma
- Interim Building Official for the City of San Juan Capistrano
- Building Official and Stormwater Program Management at the City of Los Alamitos
- Plan Check Manager at Willdan Engineering: Supervised plan check engineers, soils engineers and provided plan check services for the County of Orange, and Cities of Santa Ana, Garden Grove, Tustin, Lake Forest and Laguna Hills
- Building and Safety/Code Enforcement Manager at the City of San Juan Capistrano: Responsible for Building and Grading and Code Enforcement. Supervised Inspectors and Code Enforcement Officers

H. PLAN REVIEW TIMEFRAMES

All initial reviews will be returned within 10 business days for single family residential, small and large commercial projects, and improvement plans. Rechecks will be returned within 5 working days. These are maximum times, and we typically are able to turn around simple plan checks in less than half the time.

Initial Checks	5-10 days
Recheck	5 days
Plan Change	5 days
Single Family Dwelling	5-10 days
Apartments	10 days
Tenant Improvements	5-10 days
New Commercial/Industrial	10 days
Revisions to Approved Plans	1-5 days
Residential Improvements (i.e. room additions, etc.)	5-10 days

CAA provides accelerated plan review for additional cost. Plans are turned around in 48 hours for first plan check and rechecks from day of submittal.

Communicating Plan Review Results

Plan reviews, when not immediately approved, will result in two complete typewritten plan check letters with comments referring to specific details and drawings, and referencing applicable code sections. We will provide a clear, concise, and thorough comment letter from which clients, designers, contractors, and owners can work. Comment letters are delivered to our clients and other designated recipients via email, fax, and/or reliable overland carrier unless directed otherwise. CAA will transmit plan review comments and coordinate re-checks directly to the City or to the applicant if desired, and completed plan review documents ready for approval will be returned to the City for final approval.

I. REFERENCES

City of Mission Viejo, CA

Population: 94,196
Type: Building and Safety Services – Full Service Department
Scope: Building Official, Inspections, Plan Review, and additional services as needed

Service Dates: 1995 – current

Contact: Ms. Elaine Lister, Community Dev. Director
[REDACTED]
200 Civic Center, Mission Viejo, CA 92691

All inspections completed next day, all plan reviews completed in the required timelines by the City. Projects vary in complexity as well as type from residential to commercial/industrial and multi-family.

Example Projects:

The Shops At Mission Viejo

CAA serves as the City Building Official for the City of Mission Viejo, and as such, provided complete plan check for this 3 story, 500,000 square foot addition to a major shopping center. CAA checked electrical, mechanical, life safety, ADA, structural calculations, and framing. In addition to plan check, CAA also performed all building inspection services including plumbing, footing, slab, electrical, mechanical, framing, and roofing, as well as public works inspection for grading, drainage, and off-site work. Both the review and inspection process for this project were done in an extremely short period of time, to allow tenants to open for the upcoming holiday season. Both the developer and the Client were extremely complimentary of the speed and completeness of CAA's work on this project.

Kaleidoscope Entertainment Center

CAA provided complete plan check for this five story, 900,000 square foot commercial development. CAA checked electrical, mechanical, life safety, ADA, structural calculations, and framing. In addition to plan check, CAA also performed all building inspection services including plumbing, footing, slab, electrical, mechanical, framing, and roofing, as well as public works inspection for grading, drainage, and off-site work.

All plan checks were performed on time, and frequent meetings were held to assure clear understanding of review comments.

Town of Apple Valley, CA

Population: 70,172
Type: Building and Safety Services , Town Engineering - Full Service Department
Scope: Building Official, Inspections, Plan Review, Town Engineer and additional services as needed

Service Dates: 1990 – current

Contact: Mr. Frank Robinson, Town Manager
[REDACTED]
14955 Dale Evans Parkway, Apple Valley, CA 92307

All inspections completed next day, all plan reviews completed in the required timelines by the City. Projects vary in complexity as well as type from residential to commercial/industrial and multi-family.

Example Projects:

Wal-Mart Distribution Center, 1,300,000 + sq. ft. –
Wal-Mart Solar Panels. 5.300 ground mounted solar panels – one megawatt power

City of Camarillo, CA

Population: 65,201
Type: Building and Safety Services – Full Service Department
Scope: Building Official, Inspections, Plan Review, and additional services as needed

Service Dates: 1994 – current

Contact: Mr. Dave Norman, City Manager
[REDACTED]
601 Carmen Drive, Camarillo, CA 93010

All inspections completed next day, all plan reviews completed in the required timelines by the City. Projects vary in complexity as well as type from residential to commercial/industrial and multi-family.

Example Projects:

Camarillo Outlet Mall, 1,000,000+ sq. ft. – Type V-1hr- review time 10 days

CAA provided complete plan check services for this one story, 482,000 square foot outlet shopping center. CAA checked electrical, mechanical, life safety, ADA, structural calculations, and framing. In addition to plan check, CAA also performed all building inspection services including plumbing, footing, slab, electrical, mechanical, framing, and roofing, as well as public works inspection for grading, drainage, and off-site work. CAA also issued all permits.

The City of Camarillo used CAA's service record of rapid plan review to "sell" the developer on using this site over similar sites in nearby jurisdictions.

Example Construction projects shown for informational purposes, additional projects can be provided upon request. See reference section of our proposal for further information.

J. COST PROPOSAL

For the Cities consideration CAA proposes two options for staffing:

CAA will provide an as needed Building Official position and a full-time Building Inspector position, including our permit issuance and tracking system for the following percentage of fees collected:

Monthly Fees Collected	CAA % of Fees
The first \$20,000	55%
Additional amounts between \$20,001 and \$30,000	50%
Additional amounts over \$30,000	40%

Additional as needed staffing will be provided and billed at the hourly rates specified in our hourly rate sheet. On the following page, we have listed our current hourly rates for additional professional services and other direct costs.

STANDARD HOURLY RATE SCHEDULE

ENGINEERING/PUBLIC WORKS	HOURLY	BUILDING & SAFETY	HOURLY
CLASSIFICATION	RATES	CLASSIFICATION	RATES
Principal Engineer	175.00	Principal Building Official	145.00
City Engineer	135.00	Building Official	125.00
Project Manager	145.00	Senior Building Inspector*	105.00
Senior Engineer	140.00	Building Inspector/Plan Checker	97.00
Project Engineer	132.00	Building Inspector*	90.00
Associate Engineer	110.00	Permit Specialist	66.00
		Code Enforcement Officer	75.00
Senior Design Engineer	115.00		
Assistant/Design Engineer	98.00	Senior Plan Check Engineer	125.00
		Building Plan Checker	105.00
Senior Plan Check Engineer	125.00		
Plan Check Engineer	105.00	COMMUNITY DEVELOPMENT	HOURLY
		CLASSIFICATION	RATES
Senior Traffic Engineer/Manager	150.00		
Transportation Planner	110.00	Community Develop Director	145.00
Traffic Engineer Associate	95.00	Principal Planner	140.00
		Senior Planner	120.00
3-Person Survey Crew	270.00	Associate Planner	97.00
2-Person Survey Crew	210.00	Assistance Planner	80.00
		Planning Technician	70.00
Senior Draftsperson (CADD)	95.00	Code Enforcement Officer	75.00
Draftsperson (CADD)	85.00		
		OTHER	HOURLY
Senior Public Works Inspector*	105.00	CLASSIFICATIONS	RATES
Public Works Inspector*	95.00		
		Landscape Architect Director	125.00
STORM WATER	HOURLY	Associate Landscape Architect	95.00
CLASSIFICATION	RATES		
		Expert Witness Services	300.00
Environmental Project Manager	145.00		
Environmental Program Manager	115.00	Senior Contract Administrator	110.00
Environmental Analyst	92.00		
Environmental Associate	87.00	Administrative Assistant	60.00
Environmental Inspector	80.00	Clerical	50.00

The above hourly rates include general and administrative overhead and fees and employee payroll burden. Rates are subject to an annual adjustment based upon increases adopted by Charles Abbott Associates, Inc. as reflected in the Consumer Price Index (CPI).

*The Hourly Rates identified are for Non-Prevailing Wage project inspection. Hourly Rates for Prevailing Wage project inspection will be \$120.00 for regular time; \$143.00 for overtime on Mondays through Saturdays; and \$167.00 for overtime on Sundays and Holidays. Prevailing Wage rates are subject to increases pursuant to the State of California's Department of Industrial Wage Rate Determinations.

K. OTHER INFORMATION

Staff Training

Maintaining high quality services is what has made CAA as successful as we are today. We understand that having experienced and qualified personnel is a fundamental requirement of being able to delivery quality service to our clients, and we place considerable effort in attracting and retaining our highly trained staff.

CAA is devoted to keeping our certified and licensed staff up-to-date on the latest practice, techniques and skills in their areas of specialization. Our staff regularly attends training courses, seminars, and conferences to ensure each is up-to-date with the most relevant issues in the industry. As an example of these advanced industry-training standards, CAA provides California Building Official, (CALBO) certified in-house training to ensure staff members are aware of all State-mandated procedures, policies, and requirements. Additionally, we provide financial incentives to encourage participation in obtaining International Code Council (ICC) and other nationally recognized certifications. The knowledge obtained in achieving these certifications helps our professionals to keep up with the "State of the Art" and therefore gives us the ability to constantly improve the quality of service we are able to deliver to our clients.

We strongly believe in cross-training our employees in order to streamline the inspection process. Each inspector is able to perform multiple inspections, which is both cost effective to the City and simplifies the process for contractors, causing less wait times for inspections to be approved. Providing Cities with an efficient inspection process allows local communities to become more competitive in attracting economic development projects. Our approach to training is on going and not just occasional, assuring clients of work that is in full compliance to current standards. In addition, because the staff is well trained, they face virtually no learning curve and are able to get to work immediately.

Integration Plan

CAA prides itself on being a "team player" in each municipal service engagement. We train our staff to recognize that citizens of the community, City staff and other consultants are our customers and, as such, deserve our best efforts to respond, assist, support, and work hand-in-hand.

CAA assures you that our team members will learn and keep up to date on City policies and procedures as we commence the engagement. Our staff will participate, as requested, in staff meetings and meetings with individuals and companies who are coming to the City to procure services. CAA staff will adhere to all City personnel policies and directives including hours of operation, dress code, and other team building efforts.

Our people are encouraged to participate in community activities including New Years, State of the City and other regularly scheduled public events. We consistently reinvest in our customers through sponsorship of events and civic activities.

CAA expects and demands that the staff we assign to the City quickly become a productive part of the City Team. We will obtain prior written approval prior to substituting or adding individuals to our key staff. Although our agreements do not

specifically require it, we assure you that if we make an assignment and our staff member is not compatible (personality, personal behavior, etc.) with City staff we will, with your knowledge and approval, substitute another CAA staff member who can integrate seamlessly into your team.

CAA staff will strictly adhere to your policies and procedures regarding confidentiality, public release of information, and communications with media. CAA values each client and our staff conducts themselves in a manner not to bring attention to CAA but rather to always put the City in favorable public light. This is why the average length of service with our clients is over 16 years.

Project Controls

CAA tracks and controls project costs and will provide timely invoices through the company's payroll and accounting systems. Employees enter their time into the CAA payroll system from the primary workstation. The data is checked weekly by the Project Manager for accuracy and validity. CAA's administrative staff will prepare a monthly invoice per the agreement with the City. All invoices will be reviewed by the project manager prior to submittal to the City for payment.

Client List

The following contains related projects for CAA in the State of California, with an outline of services provided to each client, as well as the period of time that we have been performing the referenced service. We are extremely proud of our track record and the length of time we have continuously provided services to our clients. We invite you to contact any of our clients to obtain their opinion of the services we provide for their cities.

REFERENCES	SERVICES	SINCE
City of Ojai Steve McClary, City Manager (805) 646-5581 401 S. Ventura Street, Ojai, CA 93023	Building & Safety Code Enforcement	2016
City of Rancho Palos Verdes Lauren Ramezani, Sr. Administrative Analyst- Public Works (310) 544-5245 30940 Hawthorne Blvd., Rancho Palos Verdes, CA 90275	Building Plan Check Environmental/NPDES	1984 2016
City of Lake Forest Angela Redding, City Manager (949) 461-3575 25550 Commercentre Drive, Suite 100 Lake Forest, CA 92630	Street Maintenance	2016
City of Canyon Lake Aaron Palmer, City Manager (951) 244-2955 31516 Railroad Canyon Rd, Canyon Lake, CA 92587	Building & Safety Engineering Public Works Planning	2016

City of Avalon Jordan Monroe, Management Aide (310) 510-0220 x 128 410 Avalon Canyon Rd., Avalon, CA 90704	Environmental/NPDES	2015
City of Banning Patty Nevins, Community Development Director (951) 922-3120 99 E. Ramsey St., Banning, CA 92220	Building & Safety City Engineering As Needed	2015
City of Moreno Valley Ahmad Ansari, Director of Public Works (951) 413-3000 14177 Frederick Street, Moreno Valley, CA 92552	Environmental/NPDES	2014
City of Pico Rivera Gladis Deras, Associate Engineer (562) 801-4332 6615 Passons Boulevard, Pico Rivera, CA 135660	Environmental/NPDES	2014
City of Calimesa Bonnie Johnson, City Manager (909) 795-9801 908 Park Avenue, Calimesa, CA 92320	Building & Safety Full Service Planning Public Works Code Enforcement	2014
City of San Dimas Krishna Patel, Community Dev. Director (909) 394-6200 245 E Bonita Ave, San Dimas, CA 91773	Environmental/NPDES	2014
City of Duarte Craig Hensley, Community Dev. Director (626) 386-6835 1600 Huntington Dr, Duarte, CA 91010	Building & Safety Inspection & Plan Check, Code Administration	2013
City of Redondo Beach Geraldine Trivedi, Project Manager (310) 372-1171 415 Diamond Street Redondo Beach, CA 135277	Environmental/NPDES	2013
City of La Palma Laurie Murray, City Manager (714) 690-3334 7822 Walker Street, La Palma, CA 90623	Building & Safety Environmental/NPDES	2012
City of Laguna Hills Bruce Channing, City Manager (949) 707-2600 24035 El Toro Road, Laguna Hills, CA 92653	Street Maintenance	2012
City of Laguna Woods Chris Macon, City Manager (949) 639-0500 24264 El Toro Road, Laguna Woods, CA 92637	Environmental/NPDES	2010
City of Los Alamitos Les Johnson, Development Services Director (562) 431-3538 3191 Katella Avenue, Los Alamitos, CA 90270	Building & Safety Environmental/NPDES	2010

City of Pomona Julie Carver Environmental Programs Supervisor (909) 620-2261 505 South Garey Ave, Pomona, CA 91766	Environmental/NPDES	2010
City of Cypress Douglas Dancs, Director of Public Works (714) 229-6752 5257 Orange Avenue, Cypress, CA 90630	Plan Check Building Inspection NPDES Inspection and Plan Review	2008
City of Rancho Santa Margarita Cheryl Kuta, Development Services Director (949) 635-1800, ext. 6707 22122 El Paseo, Rancho Santa Margarita, CA 92688	Building & Safety Environmental Public Works Code Enforcement	2007
City of Fountain Valley Andy Perea, Interim Dev. Services Director (714) 593-4436 10200 Slater Ave, Fountain Valley, CA 92708-4736	Building & Safety	2004
City of Stanton Kelly Hart, Community Dev. Director (714) 890-4213 7800 Katella Avenue, Stanton, CA 90680	Building & Safety	2004
City of Aliso Viejo David Doyle, City Manager (949) 425-2500 12 Journey, Suite 100, Aliso Viejo, CA 92656	Building & Safety Engineering Support Code Enforcement Environmental	2002
City of Mission Viejo Elaine Lister, Community Dev. Director (949) 470-3000 200 Civic Center, Mission Viejo, CA 92691	Building & Safety Public Works Plan Check Public Works Inspection	1995
City of Camarillo Dave Norman, City Manager (805) 388-5307 601 Carmen Drive, Camarillo, CA 93010	Building & Safety Public Works Inspections Environmental/NPDES	1994
City of Yucaipa Ray Casey, City Manager (909) 797-2489 34272 Yucaipa Boulevard, Yucaipa, CA 92399	Building & Safety Engineering Support Fire Marshall Services	1993
City of Twentynine Palms Frank Luckino, City Manager (760) 367-6799 6136 Adobe Road, Twentynine Palms, CA 92277	Building & Safety City Engineering Traffic Engineering	1993
Town of Yucca Valley Shane Steuckle, Community Dev. Director (760) 369-7207 57090 Twentynine Palms Highway, Yucca Valley, CA 92284	Building & Safety	1992
Town of Apple Valley	Building & Safety	1990

Doug Robertson, Town Manager (760) 240-7000 14955 Dale Evans Parkway, Apple Valley, CA 92307	Public Work Administration Town Engineering	
City of Hidden Hills Kerry Kallman, City Manager (818) 888-9281 6165 Spring Valley Road, Hidden Hills, CA 91302	Building & Safety City Engineering	1990
City of Moorpark David Bobardt, Community Development Director (805) 517-6281 799 Moorpark Avenue, Moorpark, CA 93021	Building & Safety Environmental/NPDES	1988

EXHIBIT B

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.
2. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
3. **Workers Compensation** on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.
4. **Professional Liability or Errors and Omissions Insurance** as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement

coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this Agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking

any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required

by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

DATE: NOVEMBER 13, 2018

SUBJECT: DECLARATION OF SURPLUS PROPERTY

REPORT IN BRIEF:

From time to time equipment purchased by the City has outlived its useful life and needs to be sold or otherwise disposed of. In compliance with the purchasing policy, staff is required to petition the Council to declare the property surplus, obsolete, or unusable.

RECOMMENDED ACTION:

1. Declare that this action is not a project per the California Environmental Quality Act; and
2. City Council declares the equipment listed on Attachment 1 as surplus; and
3. Directs staff to sell or salvage equipment according to the Administrative Policy IV-4-12: Purchasing Policy and Procedures.

BACKGROUND:

The City has various items that are currently obsolete and unusable. These items have not been utilized by the City in several years and are currently taking up storage space at the Stanton Corporate Yard.

ANALYSIS/JUSTIFICATION:

Due to the financial cost to repair these items, the attached list of equipment is now considered surplus. It is recommended that these items be declared as surplus and sent to an auction company to obtain a financial return for these unwanted items.

FISCAL IMPACT:

Minimal funds received from the sale or salvage of the vehicles would be deposited and then recorded as revenue in the Fleet Maintenance Internal Service Fund 605 and Sale of Assets account in the General Fund.

Council
Agenda Item #

9D

ENVIRONMENTAL IMPACT:

This action is not a project per the California Environmental Quality Act.

LEGAL REVIEW:

None.

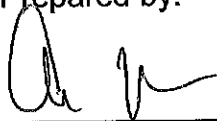
PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

STRATEGIC PLAN IMPLEMENTATION:

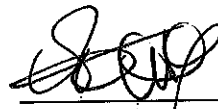
Provide a quality infrastructure.

Prepared by:



Allan Rigg, PE AICP
Public Works Director

Approved by:



Bob Hall
Interim City Manager

Attachment A: Surplus Property List

Attachment A

Surplus Property List

Quantity 1 : MQ Multiquip Roller V-304EH

Quantity 1 : MQ 9C Roller VR-36H 18.0HPE

Quantity 1 : 2000 GMC C7500 Asphalt Truck LP:1081189

Quantity 1 : Message/Arrow board

Quantity 1 : Trailer LP:915939

Quantity 1 : 2008 Chevrolet Impala LP:1213335

Quantity 1 : 2009 Ford Escape LP:1322594

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: November 13, 2018

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL, INC. FOR ENVIRONMENTAL SERVICES FOR THE TINA/PACIFIC PROJECT

REPORT IN BRIEF:

Requested is the authorization to allow the Interim City Manager to enter into a Professional Services Agreement with Michael Baker International, Inc. to provide environmental services for the Tina/Pacific project in an amount of \$146,493.

RECOMMENDED ACTION:

1. Declare that the action is not a project and is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) as the contract falls under organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment; and
2. Approve the contract for Michael Baker International, Inc.; and
3. Authorize the Interim City Manager to bind the City of Stanton and Michael Baker International, Inc. in a contract to provide environmental services for the Tina/Pacific neighborhood.

BACKGROUND:

In 2009 the City Council authorized the initiation of the acquisition of properties within the Tina Pacific Neighborhood in preparation of a future project. From 2009 to 2012, the Stanton Redevelopment Agency purchased 25 of the 40 parcels in the neighborhood utilizing a mixture of low mod housing funds, and bond monies. In 2011, ABx1 26 was passed and upheld by the California Supreme Court to dissolve all redevelopment agencies in the state. This placed the redevelopment of the site on hold until such time as alternative funding sources could be identified. With the recent sale of a Stanton Housing Authority property, the additional funding for a project has been obtained and the City can reengage in the neighborhood, including entering into contracts for consultant and professional services.

ANALYSIS/JUSTIFICATION:

In preparation for the initiation of the Tina/Pacific project, an Environmental Impact Report ("EIR") would need to be prepared. Staff contacted four qualified environmental consultant firms to provide proposals for the services to conduct the necessary technical studies and prepare all documentation required by the California Environmental Quality Act ("CEQA") for the preparation of an EIR.

All four companies responded to the request with a proposal. Below is the breakdown of the proposed technical studies, anticipated timeframe for processing, and cost.

Company	Technical Studies	Timeframe	Cost
Dudek	Air Quality/GHG, Cultural Resources/Native American Consultation, Noise, Traffic	11-12 months	\$153,985
Michael Baker International, Inc.	Air Quality/GHG, Cultural Resources/Native American Consultation, Noise, Traffic	8-10 months	\$146,493
PlaceWorks	Air Quality/GHG, Cultural Resources/Native American Consultation, Noise, Traffic	8-10 months	\$152,344
Psomas, Inc.	Air Quality/GHG, Cultural Resources/Native American Consultation, Noise, Traffic	9-11 months	\$162,690

All proposals recommended conducting the same technical studies for the EIR. However, Michael Baker International, Inc. ("Michael Baker") proposed to conduct the work in the shortest anticipated time period, and provided the lowest cost.

Michael Baker International, Inc. is a leading global provider of engineering and consulting services which includes planning, architectural, environmental, construction, program management, and full life-cycle support services. Michael Baker has more than 70 years of public and private sector experience, with 46 years of preparing environmental documentation.

For the services to be provided, Michael Baker would be managing the scoping, and development of all documentation required by CEQA for the preparation of an EIR. A Notice of Preparation and potential scoping meeting would be held to identify the key environmental factors that should be evaluated in the EIR. An Initial Study would be prepared to identify the factors that may cause a potential impact to the environment, and identify the specific areas to study and analyze. An in depth environmental review would be conducted for the current proposed project, as well as potential alternative projects to identify whether there are alternative projects that would reduce the environmental impact. Michael Baker would also prepare all appropriate notices, prepare responses to comments,

and be present at Planning Commission and City Council meetings to provide technical expertise at the public hearings.

FISCAL IMPACT:

The full amount of the contract would be paid from the Housing Authority (Account no. 285-4100-608105) in fiscal years 2018-2019 and 2019-2020.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15378(b)(5).

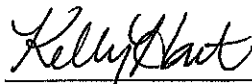
PUBLIC NOTIFICATION:

Public notice for this item was made through the regular agenda process.

STRATEGIC PLAN:

2.4 – Complete Housing Authority Property Disposition for Tina/Pacific

Prepared By:



Kelly Hart
Community & Economic
Development Director

Approved by:



Robert W. Hall
Interim City Manager

Attachment:

A. Michael Baker International, Inc. Contract

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, is made and effective as of October 23, 2018, between the **City of Stanton Housing Authority**, a California Municipal Corporation ("City") and **Michael Baker International, Inc.**, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on **November 13, 2018** and shall remain and continue in effect until tasks described herein are completed, unless terminated sooner pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. When available, a more detailed work program shall be attached and incorporated into this agreement as a separate exhibit.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **CITY MANAGEMENT**

City's Director of Community Development shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents that enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth herein, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This

amount shall not exceed **one hundred fifty thousand four hundred and sixty seven dollars (\$150,467)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall such sum exceed ten thousand dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed has been performed in accordance with this Agreement. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 3.

7. **DEFAULT OF CONSULTANT**

(a) The Consultant's material failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement

immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. However, use of data by City for other than the project that is the subject of this agreement shall be at City's sole risk without legal liability or exposure to Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. **INDEMNIFICATION**

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City, and any and all of its officials, employees and agents (collectively "Indemnified Parties"), from and against any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, including but not limited to the extent same are caused or contributed to in whole or in part which relate to or arise out of any negligent, intentional or willful act, omission, occurrence, condition, event, transaction, or thing which was done, occurred, or omitted to be done (collectively "Claims"), by Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

(b) Indemnification for Other Than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, Consultant shall further indemnify, defend and hold harmless the City and Indemnified Parties from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the City from liability, with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required, this failure shall be a material breach of this Agreement, and Consultant agrees to be fully responsible according to the terms of this entire Section 9. City has no obligation to ensure compliance with this Section by Consultant and failure to do so will in no way act as a waiver. This obligation to indemnify and defend City is binding on the successors, assigns or heirs of Consultant, and shall survive the termination of this Agreement or this section.

(d) Obligation to Pay Defense Costs. It shall be the sole responsibility and duty of Consultant to fully pay for and reimburse the City for the costs of defense, including but not limited to reasonable attorney's fees and costs, for all Claims against the City and the Indemnified Parties, whether covered or uncovered by Consultant's insurance, against the City and the Indemnified Parties which arise out of any type of omission or error, negligent or wrongful act, of Consultant, its officers, agents, employees, or subcontractors.

10. **ATTORNEY'S FEES**

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

11. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and part of this Agreement.

12. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

13. **LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations, which in any manner affect those employed by it or in any way, affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Stanton in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Stanton will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub consultants be served with any summons,

complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

17. **NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Stanton 7800 Katella Ave Stanton, California 90680 Attention: City Clerk
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To Consultant:	Michael Baker International, Inc. 5 Hutton Centre Drive, Suite 500 Santa Ana, CA 92707 Attn: Eddie Torres
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18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only [Consultant Name] shall perform the services described in this Agreement.

19. **LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

20. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Stanton.

21. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding that between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

22. **CONTENTS OF PROPOSAL**

Consultant is bound by the contents of the proposal submitted by the Consultant, Exhibit "A" hereto.

23. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**SIGNATURE PAGE FOR OVERLAND, PACIFIC & CUTLER
CONSULTANT CONTRACT**

CITY OF STANTON

CONSULTANT

By: _____
Bob Hall
Interim City Manager

By: _____
Eddie Torres
Associate Vice President

Attest:

Patricia A. Vazquez, City Clerk

Approved As To Form:

Matthew E. Richardson, City Attorney

EXHIBIT A

TASKS TO BE PERFORMED

Proposal for Environmental Consulting Services
(Dated November 2, 2018)

PROPOSAL
FOR ENVIRONMENTAL SERVICES

Tina/Pacific Neighborhood Development Plan
Stanton, CA

Prepared for:



CITY OF STANTON
7800 Katella Avenue
Stanton, CA 90680
Contact: Kelly Hart, Community & Economic Development Director
714/890-4213

Submitted by:

Michael Baker
INTERNATIONAL

November 2, 2018

November 2, 2018

Ms. Kelly Hart
Community & Economic Development Director
CITY OF STANTON
7800 Katella Avenue
Stanton, CA 90680

Subject: Proposal for Environmental Consulting Services for the Tina/Pacific Neighborhood Development Plan

Dear Ms. Hart:

Michael Baker International, Inc. (Michael Baker) is pleased to submit this Proposal to support the City of Stanton (City) with environmental consulting services for the Tina/Pacific Neighborhood Development Plan. It is our understanding that the Stanton Housing Authority (Authority) currently owns a portion of the original forty (40) four-plex apartment buildings and one single-family dwelling (161 total units). The Authority proposes to acquire the remaining property, relocate the tenants, vacate existing streets and alleyways, and develop a 161-unit affordable housing project in two phases. Phase I will provide eighty-three (83) units, while Phase II will provide seventy-eight (78) units. The project would be built in compliance with the maximum density of 18 du/ac in the RH (High Density Residential) zone at 161 units. All structures would be a maximum of three stories in height, and the minimum open space and parking would be provided.

A careful and diligent environmental process is essential for the community and reviewing agencies to understand any potential effects resulting from the Project. We anticipate that a Project EIR will be the appropriate clearance document under CEQA. Based upon available information and background with similar projects, we have developed a greater understanding of the analysis required for the Project. We believe that our team members' background and experience are key attributes that we can provide. In summary, Michael Baker offers the following benefits for your consideration:

- **Experienced Project Management:** The designated Team will be led by Mr. Eddie Torres, serving as Principal in Charge, and Mr. Alan Ashimine, serving as Project Manager. Mr. Torres and Mr. Ashimine have an extensive background related to environmental review for similar projects. They are joined by Mr. Ryan Chiene, providing air quality, greenhouse gases, and noise impacts; Ganddini Consulting, providing traffic analysis; and Duke CRM, providing cultural resources analysis. Resumes for each team member are included in this submittal.
- **EIR Project Team Commitment and Availability:** The Michael Baker Team is ready to commence this work effort immediately upon authorization. We understand the City's intent to expedite the environmental process in order to obtain City entitlements required to begin construction, and meet Federal funding deadlines for the project. A draft schedule is provided within this proposal.
- **Experience with Residential and Affordable Housing:** Michael Baker has an extensive background related to CEQA analysis of similar projects, including residential and affordable housing. These include the Rialto Metro South Affordable Housing Project, the County of San Bernardino Bloomington Affordable Housing

Project, City of Long Beach Safran Affordable Housing Project, City of Lancaster Jamboree Housing Project Environmental Assessment, and City of Santa Ana 301 East Jeanette Lane Apartments.

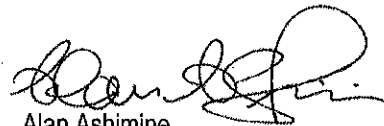
- **Legally Defensible Documentation:** Throughout Michael Baker's 46 years of preparing environmental documentation, we have gained extensive experience in writing accurate, legally defensible environmental documents for all types of policy, development, and infrastructure projects. In addition, our Project Manager, Mr. Alan Ashimine, has never had a CEQA document successfully challenged or overturned through litigation.
- **Diverse Planning and Environmental Services:** Michael Baker's Planning Department offers an extensive background of services and expertise for projects including General Plans, Specific Plans, Environmental Impact Reports, Due Diligence Reports, (Mitigated) Negative Declarations, Urban Design, Entitlement Processing, Contract Planning, NEPA Review, Noise Studies, View Analyses, Hazardous Assessments, and Air Quality Modeling.
- **Excellent Track Record of Meeting Schedules and Budgets:** Michael Baker has proven capabilities to effectively complete environmental studies on time and on budget.

We appreciate your consideration of Michael Baker for the Tina/Pacific Neighborhood Development Plan and are available to begin the work program immediately. We welcome the opportunity to meet with you to discuss the work program in greater detail. Please do not hesitate to contact me at 949.855.3663 or gal@mbakerintl.com or Alan Ashimine at 949.855.5710 or aashimine@mbakerintl.com if you have any questions or would like additional information.

Sincerely,



Eddie Torres
Associate Vice President
Planning/Environmental Sciences



Alan Ashimine
Senior Associate
Planning/Environmental Sciences

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Attachments:

- A. Firm Overview
- B. Resumes
- C. Representative Experience

SCOPE OF WORK

1.0 PROJECT MANAGEMENT AND MEETINGS*1.1 Project Kick-off Meeting*

The work program will be initiated with a kick-off meeting with City Staff to discuss the project in greater detail. This initial meeting is vital to the success of the CEQA process and will be a key milestone in order to confirm the parameters of the analysis, the details of construction proposed buildout conditions, scheduling and overall communications. Prior to the kick-off, Michael Baker will distribute a kick-off meeting agenda and detailed memorandum, which will identify information needs. Based upon the detailed project information obtained at the project kick-off meeting, Michael Baker will draft a preliminary project description and project schedule for review and approval by City Staff.

1.2 Project Management

Mr. Eddie Torres and Mr. Alan Ashimine will be responsible for management and supervision of the EIR Project Team. Mr. Ashimine will undertake consultation and coordination of the project and review the EIR for compliance with CEQA requirements and guidelines and City CEQA procedures. Mr. Ashimine will coordinate with City staff and/or other stakeholder representatives as well as internal technical staff, consultants, support staff and word processing toward the timely completion of the EIR. It is the goal of Michael Baker to serve as an extension of City staff throughout the duration of the EIR Project.

Monthly progress reports will be included with invoices identifying the tasks accomplished, deliverables submitted, anticipated tasks/progress for the next month, and any pending issues. Any modifications/updates to the project schedule based on progress meetings and activities will also be provided. Monthly invoices will include total contract amount; all costs (by task) incurred for the period (actual and percentage); all costs (by task) incurred to date (actual and percentage); and estimated completion percentage for each task.

1.3 Project Meetings

Mr. Torres and/or Mr. Ashimine will participate in progress/project conference calls and/or meetings with City staff and stakeholder representatives as necessary. For budgeting purposes, the following meetings are assumed:

- One (1) kick-off meeting with City Staff (Refer to Task 1.1);
- Up to five (5) additional meetings with City staff to discuss work program and progress, resolve any issues, review comments on administrative documents, and/or receive any necessary direction from City staff (this Work Program assumes that three [3] of the five [5] meetings will be conducted via conference call); and
- Up to three (3) public meetings/hearings (e.g., public scoping/workshop [Task 2.4], Planning Commission, and City Council meetings [Task 6.1]).

Should the City determine that additional meetings beyond the meetings outlined above are necessary, services will be provided under a separate scope of work on a time and materials basis.

2.0 PROJECT SCOPING**2.1 Research and Investigation**

Michael Baker will obtain and review available referenced data for the project and project area, including policy documentation from the City of Stanton, County of Orange, State and Federal agencies, and other agencies which may be affected by the project. This information, along with environmental data and information available from the City and other nearby jurisdictions, will become part of the foundation of the EIR and will be reviewed and incorporated into the analysis, as deemed appropriate. This task includes a visit to the project area, which will include a detailed photographic recording of on- and off-site conditions.

2.2 Agency Consultation

As indicated in Section 15083 of the CEQA Guidelines, many public agencies have found that early consultation solves many potential conflicts that could arise in more serious forms later in the review process. Although the Notice of Preparation and Public Scoping Meeting will provide that opportunity, Michael Baker will conduct additional discussions with local, state, and federal agencies which will assist in the early stages of the analysis and issue delineation. This scoping can be an effective way to bring together and resolve the concerns of affected Federal, State and local agencies as well as the local community.

2.3 Notice of Preparation/Initial Study Checklist

Michael Baker will prepare the Notice of Preparation (NOP) and Initial Study for the EIR. The Initial Study will include detailed explanations of all checklist determinations and discussions of potential environmental impacts. The analysis will be prepared in accordance with Public Resources Code Section 21080(c) and CEQA Guidelines Section 15070. The Initial Study will include a description of the project, its location, and supporting exhibits; briefly explain the reasons for determining which project impacts would not be significant or potentially significant and provide evidence to support each conclusion; and identify which project impacts would be significant or potentially significant, in order to focus the EIR environmental analysis. Michael Baker will respond to one complete set of comments from the City on the Draft Initial Study then finalize the document for distribution. The Initial Study and NOP will be distributed to a City-approved Distribution List. This task includes certified mailing to affected agencies and interested parties. It is assumed that any radius mailing or newspaper noticing for the project would be performed by the city. Comments received in response to the NOP will be evaluated during preparation of the EIR.

3.0 PREPARATION OF ADMINISTRATIVE DRAFT EIR

Based on our preliminary review of existing conditions and the proposed improvements, it is anticipated that a Project EIR will apply. Based on available information, it appears that all required information will be available to analyze the improvements at a project/construction level of detail without the need to defer to future CEQA analysis or tiering.

3.1 Introduction and Purpose

The Introduction will cite the provisions of CEQA, the CEQA Guidelines, and the City of Stanton CEQA Implementation procedures for which the proposed project is subject. This section will identify the

purpose of the study and statutory authority as well document scoping procedures, summary of the EIR format, listing of responsible and trustee agencies and documentation incorporated by reference.

3.2 *Executive Summary*

The Executive Summary will include a Project Summary, an overview of project impacts, mitigation and levels of significance after mitigation, summary of project alternatives and areas of controversy and issues to be resolved. The Environmental Summary will be presented in a columnar format.

3.3 *Project Description*

The Project Description section of this EIR will detail the project location, background and history of the project, discretionary actions, characteristics, goals and objectives, construction program, phasing, agreements, and required permits and approvals that are required based on available information. This section will include a summary of the project's local environmental setting for the project. Exhibits depicting the regional and site vicinity will be included in this section.

3.4 *Thresholds of Significance*

This section will provide a comprehensive description of thresholds of significance for each issue area of the environmental analysis. The significance threshold criteria will be described and will provide the basis for conclusions of significance. Primary sources to be used in identifying the criteria include the CEQA Guidelines, local, State, Federal or other standards applicable to an impact category.

3.5 *Cumulative Projects/Analysis*

In accordance with Section 15130 of the CEQA Guidelines, the EIR will include a section providing a detailed listing of cumulative projects and actions under consideration for the analysis. The likelihood of occurrence and level of severity will be studied. The purpose of the section is to present a listing and description of projects, past, present and anticipated in the reasonably foreseeable future, even if those projects are outside of Stanton's jurisdiction. The potential for impact and levels of significance are contingent upon the radius or area of interaction with the project area. Michael Baker will consult with City staff and other applicable local jurisdictions to define the appropriate study area for the cumulative analysis. The cumulative analysis for each topical area will be incorporated throughout the analyses in Environmental Analysis, below.

3.6 *Environmental Analysis*

Michael Baker will evaluate the necessary information with respect to the existing conditions, the potential adverse effects of project implementation (both individual and cumulative), and measures to mitigate such effects. The environmental analysis will address the two development scenarios to the extent potential environmental impacts would differ between the scenarios.

Environmental issues raised during the scoping process (Notice of Preparation responses, Public Scoping Meeting, and any other relevant and valid informative sources) will also be evaluated. The analyses will be based upon all available data, results from additional research, and an assessment of existing technical data. These analyses will be performed by qualified Environmental Analysts, CEQA experts, and Planners at Michael Baker.

The Environmental Analysis section of the EIR will thoroughly discuss the existing conditions for each environmental issue area, identify short-term construction and long-term operational impacts associated

with the project and their levels of significance. The impact analysis will be in a consistent order of environmental factors as Appendix G of the CEQA Guidelines (Aesthetics, Agricultural, Air Quality, etc.). The thresholds for significance shall be identified for every environmental issue. A brief discussion will be provided for all environmental issues determined to be No Impact or Less Than Significant Impact in the NOP/Initial Study, explaining why these determinations were made and that no further analysis in the EIR is warranted. The Impact Subsection will provide a detailed analysis of each issue determined to be Less Than Significant With Mitigation incorporated or Potentially Significant Impact in the same order as these issues are provided in the Initial Study. For each environmental issue requiring EIR analysis, the EIR will state the level of significance as determined in the NOP/Initial Study, and then provide the analysis discussion, mitigation measures specific to this environmental issue, and level of significance after mitigation for that environmental issue.

This section will include a detailed analysis for the following environmental issue areas.

A. AIR QUALITY

Michael Baker's in-house technical team will conduct the air quality analysis.

Existing Conditions. The project site is within the jurisdiction of the South Coast Air Quality Management District (SCAQMD) located within the South Coast Air Basin (SCAB). The meteorological conditions and discuss ambient air monitoring data collected for the nearest representative monitoring station (Anaheim) will be described. A complete description of all air pollutants and their associated health effects will be included.

Construction-Related Emissions. Construction emissions will be quantified with the California Emissions Estimator Model (CalEEMod). A general description of the major phases of construction and their timing will be required. The air pollutant emissions during construction will be compared to the SCAQMD regional thresholds of significance. Naturally occurring asbestos impacts will also be discussed qualitatively.

Long-Term Emissions. Operational (i.e., area and mobile source) emissions will be quantified and compared to the SCAQMD regional thresholds of significance. Primary sources of emissions will be related to area sources and local/regional vehicle miles traveled. Project consistency with the 2016 Air Quality Management Plan (2016 AQMP) will be evaluated.

Localized Emissions. The project is located within the SCAQMD's Source Receptor Area 17 (Central Orange County). Based on localized meteorological data for SRA 17, Michael Baker will analyze localized impacts based upon the SCAQMD's Localized Significance Thresholds (LST) methodology.

B. CULTURAL RESOURCES

Michael Baker has retained Duke Cultural Resources Management (Duke CRM) to provide cultural resources compliance for the proposed project. Duke CRM will prepare documentation analyzing potential project impacts to built resources, archaeological resources, and paleontological resources. Primary components of the analysis are described in further detail below.

Research. Duke CRM will conduct searches through the South Central Coastal Information Center (SCCIC), Los Angeles County Museum of Natural History (LACMNH), Native American Heritage Commission (NAHC) and other local archives (city and county). This task will provide general and property specific information necessary for the historic evaluation.

Native American Coordination. Upon receipt of the NAHC letter, Duke CRM will support the City by providing draft letters for City review and to be put on city letterhead. Upon receipt of letter back from the City, Duke CRM will send letters to Tribes via U.S. Certified Mail initiating the consultation process under AB-52. Duke CRM will follow-up twice with each group via e-mail or telephone. Duke CRM does not anticipate the need for any meetings. Duke CRM will attach a summary of consultation matrix to the project report below.

Site Visit. Duke CRM will conduct a site visit in order to document the 40 parcels/properties on DPR 523 Series Primary Forms, District Forms, and Continuation Sheet. In addition, Duke CRM will take photographs of each property and project overviews in order to document the project setting.

Cultural Resources Report. Upon completion of these tasks, Duke CRM will prepare a combined cultural/paleontological resources assessment report. Duke CRM will prepare one draft of the report and DPR Forms for City review. A revised final report will be submitted to the City.

C. GREENHOUSE GAS/GLOBAL CLIMATE CHANGE

Emissions Inventory. Michael Baker will review the land use data and will prepare an inventory of the greenhouse gas (GHG) emissions (i.e., nitrous oxide, methane, and carbon dioxide) from both direct (i.e., area and mobile sources) and indirect sources (i.e., energy/water consumption and wastewater/solid waste generation). Construction related GHG emissions will also be quantified and amortized into the GHG emissions inventory. CalEEMod will be used to quantify GHG emissions. Reductions from the proposed use of sustainable electricity as well as other recently adopted programs and regulations will be included, such as improvements in fuel efficiency, state building code energy efficiency, and water efficiency. The SCAQMD's project-level thresholds of 3,000 MTCO₂e and 4.8 MTCO₂e/year/SP will be used. Mitigation measures will be identified and incorporated, as necessary, to reduce potentially significant GHG impacts of the proposed project. This scope of work assumes the applicant will provide detailed construction phasing and grading/excavation/paving quantities, as well as a detailed listing of all water/energy conservation measures that will be incorporated into the design. Any planned sustainable project features should also be provided.

D. HAZARDS AND HAZARDOUS MATERIALS

Michael Baker will analyze potential project impacts related to hazards and hazardous materials within the EIR. The analysis will be initiated through a search of existing regulator databases such as GeoTracker and Cortese records. Potential hazardous materials conditions within the subject site will be considered based on the database search. The project's potential to result in the disturbance of hazardous materials (e.g., structures, soil, groundwater) will be documented, with mitigation provided as applicable.

The above referenced documentation will be used to analyze potential project-related impacts, as they pertain to hazards and hazardous materials per the CEQA thresholds of significance. An analysis of the proposed improvements will be conducted. Potential accidental conditions during construction and operations, involving hazardous materials will be analyzed. Project emergency access will be considered. Should a potentially significant impact arise, mitigation measures will be recommended to reduce these impacts to the extent feasible. Any significant and unavoidable impacts that result, if any, will be concluded.

E. HYDROLOGY AND WATER QUALITY

This task assumes that conceptual plans and documents will be provided by the developer with sufficient detail to analyze potential project impacts related to hydrology and water quality (e.g. existing versus proposed drainage conditions, Best Management Practices to be incorporated into the project, etc). Key issues to be examined will be water quality, drainage patterns, off-site runoff, and the potential for flooding. The proposed on-site detention basins will be incorporated into the analysis as a design feature of the project.

F. NOISE

Michael Baker's in-house acoustical team will conduct the noise analysis, including a consideration of nearby sensitive receptors.

Existing Conditions. The applicable noise and land use compatibility criteria for the project area will be reviewed and noise standards regulating noise impacts will be discussed for land uses on and adjacent to the project site. A site visit will be conducted and short-term noise level measurements will be taken along the project area. The noise monitoring survey will be conducted at up to four separate locations to establish baseline noise levels in the project area. Noise recording lengths are anticipated to require approximately 10 minutes at each location. This scope excludes long-term (24-hour) measurements.

Construction-Related Noise and Vibration. Construction would occur during implementation of the proposed project. Noise impacts from construction sources will be analyzed based on the anticipated equipment to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impacts will be evaluated in terms of maximum levels (L_{max}) and hourly equivalent continuous noise levels (L_{eq}) and the frequency of occurrence at adjacent sensitive locations. An analysis of vibration impacts will be based on the Federal Transit Administration's vibration analysis guidance. Analysis requirements will be based on the sensitivity of the area, specific construction activities, and Noise Ordinance specifications.

Operational Noise Sources. On- and off-site noise impacts from vehicular traffic will be assessed using the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108). The 24-hour weighted Community Noise Equivalent Levels (CNEL) will be presented in a tabular format. On-site noise generating activities will also be addressed and analyzed for potential impacts to the adjacent uses.

G. POPULATION AND HOUSING (EMINENT DOMAIN)

It is Michael Baker's understanding that the project would require eminent domain for the acquisition of numerous residential parcels that remain privately owned within the project site. As such, the project may result in the displacement of residents that would need to find replacement housing elsewhere. Michael Baker will analyze the potential impacts related to the eminent domain process, which will include a review of housing stock and vacancy rates within the City and surrounding areas to determine whether adequate housing would be available. This information will be gathered from State of California Department of Finance data. This section will also evaluate the project for consistency with the City's General Plan Housing Element and Regional Housing Needs Assessment (RHNA). If applicable, mitigation measures will be included to minimize project impacts in this regard.

H. PUBLIC SERVICES AND UTILITIES

Public Services. Michael Baker will contact potentially affected agencies to confirm relevant existing conditions, project impacts and recommended mitigation measures. The discussion will focus on the potential alteration of existing facilities, extension or expansion of new facilities, and the increased demand on services based on the proposed land uses. Michael Baker will evaluate the ability of the project to receive adequate service based on applicable standards and, where adequate services are not available, will identify the effects of inadequate service and recommend mitigation measures. Issues discussed include:

- Fire. The Fire Services review will include a review of existing services/facilities in the area, response times to the site, project impacts, and required mitigation.
- Police. The Police Service review will focus upon response times to the site, available personnel and overall protection services, and required mitigation.
- Schools. The Schools review will identify potential impacts to school facilities in the vicinity, focusing on existing conditions, student capacities, current enrollment, and facility locations.
- Parks/Recreation. The Parks/Recreation review will identify potential impacts to recreation facilities in the vicinity focusing on existing conditions and increased demand.

Utilities. Michael Baker will contact potentially affected agencies to confirm relevant existing conditions, project impacts, and recommended mitigation measures, if necessary. The ability of existing infrastructure to support development will be confirmed in terms of increased demand/generation of utilities, including solid waste, water, and wastewater. The discussion will focus on the potential alteration of existing facilities, extension, or expansion of new facilities and the increased demand on services based on the proposed land uses. Issues discussed include:

- Solid Waste. Solid waste generation resulting from the proposed uses may impact landfill capacities. The analysis will establish baseline projections for solid waste, including composting and recycling for both construction and operation of the project. Project's compliance with AB 939 will also be addressed.
- Water. Existing water supply capacities, distribution facilities, and potential deficiencies will be addressed.
- Sewer. Existing sewer capacities, distribution facilities and potential deficiencies will be addressed.

I. TRANSPORTATION/TRAFFIC

Michael Baker has retained Ganddini Associates to prepare a Traffic Impact Analysis for the proposed project.

Based on a preliminary trip generation assessment, the following four study intersections are anticipated to be required for analysis:

- Magnolia Avenue at Cerritos Avenue
- Magnolia Avenue at Tina Way
- Magnolia Avenue at Pacific Avenue

- Magnolia Avenue at Katella Avenue

Project Trip Generation. Determine the proposed project trip generation based on the Institute of Transportation Engineers, Trip Generation Manual, 10th Edition (2017).

Scoping Agreement. Prepare a scoping agreement for review/approval by the City of Stanton. The scoping agreement shall outline the fundamental assumptions of the traffic impact analysis such as the proposed study area, trip generation/distribution, analysis methodologies, background growth forecasts, and specific requirements for the study.

Data Collection. Obtain intersection turning movement counts on a typical weekday (Tuesday, Wednesday, or Thursday) during the AM and PM peak commute periods (7:00 - 9:00 AM and 4:00 - 6:00 PM) at up to 4 study intersections, as necessary.

Field Review. Conduct a field review of the study area, including: (1) study intersection traffic control devices, (2) study intersection lane configurations, and (3) study roadway segment through travel lanes. The field review will also include existing non-automobile transportation facilities serving the project site, including pedestrian, bicycle, and transit facilities.

Traffic Volume Forecasts. Traffic volume forecasts supporting the Traffic Impact Analysis will consist of the following:

- Research and obtain a list of other pending/approved development projects from the City of Stanton (and neighboring jurisdictions, if necessary).
- Develop trip generation, distribution, and assignment forecasts for other development projects (assumes other development list will not exceed 25 projects).
- Develop traffic volume forecasts for the following analysis scenarios:
 - Existing Conditions
 - Existing Plus Project
 - Opening Year Without Project
 - Opening Year With Project
- Opening Year traffic volume forecasts will be developed based on the manual buildup methodology by adding cumulative background growth and project trips to existing volumes.

Operations Analysis & Impact Assessment. The operations analysis and impact assessment will include the following primary tasks:

- Identify funded roadway improvements expected to be completed by the future analysis years.
- Analyze signalized study intersection operations for the above-specified analysis scenarios based on the Intersection Capacity Utilization in accordance with parameters and guidelines established by the City of Stanton.
- Analyze unsignalized study intersection operations for the above-specified analysis scenarios based on the Highway Capacity Manual (6th Edition) delay methodology in accordance with Highway Capacity Manual recommended defaults.

- Conduct peak hour evaluations of project entrances, including inbound and outbound queue stacking requirements.
- Provide a traffic signal warrant analysis at unsignalized study intersections, if necessary.
- Identify project-related transportation impacts based on the thresholds of significance established by City of Stanton.
- Identify mitigation measures to reduce the identified significant traffic impacts, if necessary.

Written Report. Prepare a draft traffic impact analysis report that incorporates the methodology, findings, and all supporting calculations and assumptions. The traffic impact analysis will be signed and stamped by a Registered Traffic Engineer in the State of California.

3.7 *Growth Inducement*

Michael Baker will provide a project-specific analysis update of potential growth-inducing impacts pursuant to CEQA Guidelines Section 15126(g). The basis for analysis will be population and housing data from the City of Stanton, California Department of Finance, and U.S. Census. This section will discuss ways in which the proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly. The analysis addresses growth-inducing impacts in terms of whether the project influences the rate, location, or amount of growth, based on the project's consistency with adopted/proposed plans that have addressed growth management from a local and regional standpoint. The project's potential growth-inducing impacts will be analyzed as they relate to population, housing, and employment factors.

3.8 *Additional CEQA Sections*

Michael Baker will provide additional EIR sections to meet CEQA and City requirements, including the following: Significant Irreversible Environmental Changes That Would Be Involved In the Proposed Action Should It Be Implemented; Effects Found Not To Be Significant; Inventory of Unavoidable Adverse Impacts; and Organizations and Persons Consulted/Bibliography.

3.9 *Alternatives*

In coordination with City staff, Michael Baker will develop project alternatives designed to avoid and/or substantially reduce any impacts that cannot otherwise be mitigated to a level below significance. Pursuant to CEQA Guidelines Section 15126.6, Michael Baker will provide an analysis of a "reasonable range" of alternatives, comparing environmental impacts of each alternative in each impact area to the Project. For each alternative, Michael Baker will provide a qualitative analysis that will include aesthetics/light and glare, air quality, greenhouse gas emissions, geology/soils, hazards and hazardous materials, hydrology/water quality, land use, noise, public services and utilities, and traffic/parking. One important element of the Alternatives section will be an impact matrix that will compare the varying levels of impact of each alternative being analyzed. This matrix will be prepared in a format to allow decision-makers a reference that will be easily understood, while providing a comparison of each alternative.

The alternatives section will conform to both CEQA Guidelines Section 15126.6 amendments and recent and applicable court cases. As required by the CEQA Guidelines, Michael Baker will discuss the advantages/disadvantages of each alternative and the reasons for rejecting or recommending the stated project alternatives. This alternatives section will culminate with the selection of the environmentally

superior alternative in accordance with CEQA requirements. For budgeting purposes, up to three project alternatives are assumed, including the No Project Alternative.

4.0 PREPARATION OF DRAFT EIR

4.1 Preliminary Draft EIR

Michael Baker will respond to one complete set of comments from the City on the Administrative Draft EIR. If desired by the City, Michael Baker will provide the Preliminary Draft of the EIR with all changes highlighted to assist the final check of the document.

4.2 Completion of Draft EIR

Michael Baker will respond to a second review of the Preliminary Draft EIR, including one complete set of comments from the City. This task assumes that all substantive comments will be raised as part of Task 4.1, above. Michael Baker will prepare the EIR for the required 45-day public review period and will work with the City to develop a distribution list.

4.3 Public Notices

Michael Baker will prepare, submit, and mail CEQA public notices required for the project. Public notices are anticipated to include:

- Notice of Preparation (NOP). As stated above within Task 2.1, Michael Baker will prepare the NOP for the Project to initiate the 30-day NOP public review period. Michael Baker will distribute the NOP to appropriate agencies, parties, and individuals (including the State Clearinghouse). Michael Baker will post the NOP at the County Clerk.
- Notice of Availability (NOA/NOI). Michael Baker will prepare the NOA/NOI to be distributed at the onset of the Project's 45-day public review period. The NOA/NOI will include required Project information, such as a brief Project description, the start/end dates of the public review period, locations where the EIR is available for review, and contact information for City staff. Michael Baker will post the NOA/NOI at the County Clerk.
- Notice of Completion (NOC). Michael Baker will prepare a NOC for submittal to the State Clearinghouse at the onset of both the 30-day Initial Study public review period and the 45-day Draft EIR public review period. The NOC will follow State Clearinghouse recommended format.
- Notice of Determination (NOD). Michael Baker will prepare a NOD to be filed with the County Clerk and sent to the State Clearinghouse within five days of EIR certification; see Final Environmental Impact Report Section below. This scope of work excludes payment of any California Department of Fish and Wildlife filing fees, if applicable.

This scope assumes that the City would be responsible for any radius mailing and newspaper notices required for the Project.

5.0 FINAL ENVIRONMENTAL IMPACT REPORT

5.1 Response to Comments

Michael Baker will respond to comments received on the Draft EIR during the 45-day public review period, and any additional comments raised during public hearings. Michael Baker will prepare thorough,

reasoned, and sensitive responses to relevant environmental issues. This task includes written responses to both written and oral comments received on the Draft EIR (includes review of hearing transcripts, as required). The Draft Responses to Comments will be prepared for review by the City. Michael Baker will address one complete set of comments from the City on the Draft Responses to Comments, and will finalize this section for inclusion in the Administrative Final EIR. It is noted that it is unknown at this time the extent of public and agency comments that will result from the review process. However, for budgeting purposes, the preparation of Responses to Comments is limited to up to 30 hours. Should the level of comments and responses exceed our budgeted estimate, Michael Baker will submit additional funding requests to the City, in order to complete the responses. The scope of work does not assume supplemental technical studies or extensive additional analysis will be required to support the responses to comments.

5.2 *Mitigation Monitoring and Reporting Program*

To comply with the Public Resources Code Section 21081.6 (AB 32180), Michael Baker will prepare a Mitigation Monitoring and Reporting Program (MMRP) to be defined through working with City staff to identify appropriate monitoring steps/procedures and provide a basis for monitoring such measures during and upon project implementation.

The Mitigation Monitoring and Reporting Checklist will serve as the foundation of the Project's MMRP. The Checklist outlines the mitigation measure number as outlined in the EIR, the Mitigation Measure/Condition of Approval, the Monitoring Milestone (what agency/department is responsible for verifying implementation of the measure), Method of Verification (documentation, field checks, etc.), and a verification section for the initials of the verifying individual, date of verification, and pertinent remarks.

5.3 *Final EIR*

The Final EIR will consist of the revised Draft EIR text, as necessary, and the "Comments to Responses" section. The Draft EIR will be revised in accordance with the responses to public comments on the EIR. To facilitate City review, Michael Baker will format the Final EIR with underlined text for any new or modified text, and strike out text for any deleted text. A NOA of the Final EIR will be sent to all parties on the Draft EIR distribution list as well as anyone who commented on the Draft EIR.

On an ongoing basis, Michael Baker will compile the administrative record, including background documents. This administrative record will be delivered to the City, along with the Final EIR.

5.4 *Findings and Statement of Overriding Considerations*

Michael Baker will provide administrative assistance to facilitate the CEQA process including the preparation of the Statement of Overriding Considerations and Findings for City use in the project review process. Michael Baker will prepare the Findings in accordance with CEQA Guidelines Sections 15091 and 15093 and in a form specified by the City. Michael Baker will submit the Draft Findings for City review and will respond to one complete set of City comments.

6.0 PUBLIC HEARINGS

6.1 *Planning Commission and City Council Hearings*

Mr. Torres and/or Mr. Ashimine will represent the Project Team at public hearings and make presentations as necessary. Mr. Torres and Mr. Ashimine along with other key Project Team personnel will also be available to attend meetings with affected jurisdictions, agencies and organizations as needed

to identify issues, assess impacts and define mitigation. For budgeting purposes, the following hearings have been identified:

- One (1) Planning Commission Hearing
- One (1) City Council Hearing

Should additional hearings be necessary beyond those identified above, services will be provided on a time and materials basis.

DELIVERABLES

Project Management

- One (1) electronic copy of the Kick-off Meeting Agenda
- One (1) electronic copy of the Draft and Final Project Description
- One (1) electronic copy of the Schedule
- One (1) electronic copy of monthly progress reports to support monthly invoices

NOP and Initial Study

- One (1) electronic copy of the Draft and Final prepared in Microsoft Word/Adobe pdf and Exhibits (jpeg, dwg, or pdf file format, as requested by City Staff)
- Clearinghouse submittal, including fifteen (15) copies of the Notice of Preparation and Initial Study
- Twenty (20) copies of the NOP with Initial Study Checklist to agencies/interested parties of the City's distribution list

Administrative Draft EIR

- One (1) electronic copy of the Administrative Draft prepared in Microsoft Word/Adobe pdf and Exhibits (jpeg, dwg, or pdf file format, as requested by City Staff)
- One (1) electronic copy of the complete Technical Appendices

Screencheck Administrative Draft EIR

- One (1) electronic copy of the Screencheck Administrative Draft prepared in Microsoft Word (all changes will be reflected in track changes format)
- One (1) clean electronic copy of the Screencheck Administrative Draft prepared in Adobe pdf file format (with exhibits included)

Completion of the Draft EIR

- Thirty (30) bound copies of the Public Review Draft document (with the Draft document and Technical Appendices on CD provided on the inside cover of each copy)
- Twenty (20) CDs that contain the Public Review Draft Document and technical appendices for Distribution
- One (1) electronic copy of the Notice of Availability
- One electronic copy of the Draft document, exhibits and Technical Appendices
- Clearinghouse submittal package, including one (1) copy of the Notice of Completion, fifteen (15) copies of the Notice of Availability, fifteen (15) copies of the Clearinghouse Summary Form, and fifteen (15) CDs that contain the Public Review Draft Document and technical appendices

Final EIR

- One (1) electronic copy of the Draft and Final Responses to Comments

- Ten (10) hardcopies of the Draft Responses to Comments
- One (1) electronic copy of the Draft and Final Mitigation Monitoring and Reporting Program
- One (1) electronic copy of the Final EIR (including the Final Response to Comments and Final Mitigation Monitoring and Reporting Program)
- Twenty (20) copies of the Final EIR document (with technical appendices to be included on a CD on the inside cover of each copy)
- One (1) electronic copy of the Notice of Determination
- One (1) clean copy of the Certified Final EIR (with technical appendices to be included on a CD on the inside cover)

7.0 OPTIONAL TASK

7.1 *Scoping Meeting*

A public scoping meeting, which can also involve Federal, State or other local agencies, will be scheduled during the NOP public review period, in order that the community can gain an understanding of the proposed project and provide comments on environmental concerns. The Scoping Meeting will orient the community on the CEQA review process and will be presented in a manner which the community can gain a greater understanding of the proposal, intent of CEQA and the key issue areas to be addressed in the EIR. Michael Baker will provide a PowerPoint presentation, handouts and graphics to supplement the discussion. Following the presentation, the meeting will be devoted to public participation, questions, and comments. Written comment forms will be provided for this purpose, and these comments, along with oral comments, will become a part of the administrative record.

PROJECT SCHEDULE

The following Preliminary Schedule assumes authorization to proceed with the work program in late 2018/early 2019.

EIR Kickoff	Month 1
Final Project Description to Michael Baker	Month 1
Notice of Preparation	Month 1
30-Day NOP Public Review	Months 2
EIR Scoping/Community Meeting	Month 2
Administrative Draft EIR preparation	Months 1 - 3
Review of Administrative Draft EIR	Month 3-4
Preliminary Draft EIR preparation by Michael Baker	Month 4
Review of Preliminary Draft EIR	Month 4-5
Complete, Publish, and Circulate Draft EIR	Month 5-6
45-Day Public Review Period	Months 6-7
Michael Baker prepares Responses to Comments	Month 7
Review of Responses to Comments	Month 7
Michael Baker prepares Administrative Final EIR	Months 8
Review of Administrative Final EIR	Month 8
Complete, Publish, and Circulate Final EIR	Month 8
Certification Hearing	TBD



COST ESTIMATE

COST ESTIMATE

TASK	Eddie Torres	Alan Ashimine	Alicia Gonzalez	Ryan Chiene	Admin/ Graphics	MB Total Hours	Ganddini Consulting	Duke CRM	Total Cost
1.0 PROJECT MANAGEMENT	270	249	115	120	98				
1.1 Project Kick-off Meeting	4	6				10			\$2,574
1.2 Project Management	4	30				34			\$8,550
1.3 Project Meetings	4	20	8			32			\$6,980
2.0 PROJECT SCOPING									
2.1 Research and Investigation		1	8			9			\$1,169
2.2 Agency Consultation		2	6			8			\$1,188
2.3 Notice of Preparation/Initial Study	1	8	54	8	8	79			\$10,216
3.0 PREPARATION OF ENVIRONMENTAL IMPACT REPORT									
3.1 Introduction and Purpose		1	2			3			\$479
3.2 Executive Summary		1	8			9			\$1,189
3.3 Project Description	1	8	16		2	27			\$4,298
3.4 Thresholds of Significance		1	4			5			\$709
3.5 Cumulative Projects/Analysis		1	6			7			\$939
3.6 Environmental Analysis									
A. Air Quality		2		55		57			\$7,098
B. Cultural Resources		1	14			15		\$18,170	\$20,029
C. Greenhouse Gas Emissions		1		46		47			\$5,769
D. Hazards and Hazardous Materials		2	32			34			\$4,178
E. Hydrology and Water Quality		1	16			17			\$2,089
F. Noise		2		70		72			\$8,898
G. Population and Housing	1	4	26			25			\$4,266
H. Public Services and Utilities		1	24			25	\$14,700		\$3,009
I. Transportation/Traffic	1	2	16			19			\$17,308
3.7 Growth						7			\$939
3.8 Additional CEQA Sections		2	6			8			\$1,188
3.9 Alternatives		4	16			20			\$2,836
4.0 Preparation of Draft EIR									
4.1 Preliminary Draft EIR	2	16	20	4	4	48			\$7,666
4.2 Completion of the Draft EIR		12	16			28			\$4,828
4.3 Public Notices		1	4			5			\$709
5.0 Final EIR									
5.1 Response to Comments	1	5	20		4	30			\$4,207
5.2 Mitigation Monitoring and Reporting Program		1	6			7			\$939
5.3 Final EIR		4	8			12			\$1,916
5.4 Findings and Overriding Considerations		4	10			14			\$2,146
6.0 PUBLIC HEARINGS									
6.1 Planning Board and City Council Hearings (2)	4	16	8			28			\$5,964
Deliverables and Reimbursables (Mileage, Misc Reproduction, Postage)									\$2,200
TOTAL HOURS	23	161	360	183	18	714			
*Percent of Total Labor (Hours)	3.2%	22.5%	50.4%	25.6%	2.5%	100.0%			
*Percent of Total Labor Costs									
SUBTOTAL LABOR COSTS	\$6,210	\$40,089	\$41,400	\$21,960	\$1,764		\$14,700	\$18,170	\$144,293
TOTAL COSTS									\$146,493
7.0 OPTIONAL TASK									
7.1 Scoping Meeting	4	6	8	4		22			\$3,974

Note: All work will be performed at a "Not to exceed" contract price, which will become the firm fixed price upon completion of negotiations with the Client. The total budget includes all miscellaneous costs for travel/mileage, reproduction, reimbursement, telephone, postal, delivery, reference materials and incidental expenses. Michael Baker will receive payment on a fixed price, percentage basis by monthly billing. The Michael Baker project manager reserves the right to make adjustments to staff allocations as necessary within the overall budget.

Michael Baker
INTERNATIONAL



ATTACHMENT A FIRM OVERVIEW

FIRM QUALIFICATIONS

Primary Office Location:

Michael Baker International,
Inc.
5 Hutton Centre Drive, Suite
500
Santa Ana, CA 92707
949-472-3505

Office Locations:

Camarillo
Carlsbad
Long Beach
Los Angeles
Oakland
Ontario
Palm Desert
Rancho Cordova
San Diego
Santa Ana
Temecula
Walnut Creek

FIRM OVERVIEW

Michael Baker International, Inc. (Michael Baker), is a leading global provider of engineering and consulting services which includes planning, architectural, environmental, construction, program management, and full life-cycle support services, as well as information technology and communications services and solutions. The company provides its comprehensive range of services and solutions in support of U.S. federal, state, and municipal governments, foreign allied governments, and a wide range of commercial clients. A privately held company with more than \$1 billion in annual revenue, Michael Baker International has more than 6,000 employees in over 90 offices located across the U.S. and internationally. With roots in southern California since 1944, the firm's professional staff has expertise in land use planning; urban design; landscape architecture; environmental planning; land development; survey and mapping; GIS; civil, structural, mechanical, and electrical engineering; transportation and traffic engineering; water and wastewater engineering; architecture; and construction management services.

KEY QUALIFICATION FACTORS

With more than 70 years of public and private sector experience, Michael Baker is respected and recognized in the profession of planning, environmental, and engineering services throughout the state of California. Michael Baker has in-house expertise in disciplines including Environmental Analysis, Planning, GIS Services, Surveying, Aerial Photogrammetry, Mapping, Real Estate Assessments, Transportation/Traffic Engineering, Civil Engineering (including Grading, Public Works, Water/Wastewater, Hydrology), Mechanical/Electrical/Energy Services, Computer Aided Design and Drafting (CADD), and Media Services. More than 200 professionals are dedicated to Environmental, Planning, Urban Design, and Landscape Architecture services company-wide.

As a leader in the environmental consulting field, Michael Baker offers an extensive array of services associated with environmental compliance and documentation. Michael Baker provides evaluation for the full range of environmental effects for all types of projects. Our award-winning team offers documentation in compliance with environmental laws and regulations including CEQA, NEPA, the Clean Water Act, the Clean Air Act, and other applicable environmental laws.

ENVIRONMENTAL SERVICES

Environmental documents prepared at Michael Baker address the full range of environmental and technical issues, with in-house specialists providing technical evaluation for traffic and transportation, flood control and drainage, air quality, climate change, noise, land use, socioeconomics, utilities and services, energy conservation, visual and aesthetic effects, relevant planning, Phase I hazardous materials, neighborhood and construction effects, landform modification, agricultural suitability and many other

environmental issue areas. Michael Baker draws upon the profession's leading subconsultants for specialized biological, archeological, geotechnical and fiscal/economic studies to build a multi-disciplinary team of environmental analysts. State-of-the-art computer facilities including CADD, ARC/INFO, and specially created computer programs are utilized in obtaining the highest level of technical completeness and efficiency.

CEQA and NEPA Documents

Michael Baker Environmental staff have provided CEQA and NEPA documentation and environmental technical studies for a diverse range of capital improvement and development projects, as well as regulatory/policy documents such as General Plans and zoning ordinances.

Michael Baker environmental documents are not only legally defensible and user-friendly, but are supported by professionals with expertise in hydrology, water quality, transportation, water/wastewater, landscape architecture, urban design, policy planning, structural design, civil engineering, GIS, mapping, and surveying. Michael Baker produces environmental documents that are sensitive to both the public's concern for resource protection and community impacts, as well as real-world issues associated with cost and feasibility of implementing mitigation measures. Michael Baker's environmental compliance managers have a broad resume of project experience in coastal, urban, and rural communities and have worked on numerous complex projects requiring technical expertise, creative solutions, and development of effective and workable mitigation. Our team has a thorough understanding of CEQA, NEPA, the Endangered Species Act, Clean Water Act, Clean Air Act, National Historic Preservation Act, and other local, state, and federal regulations.

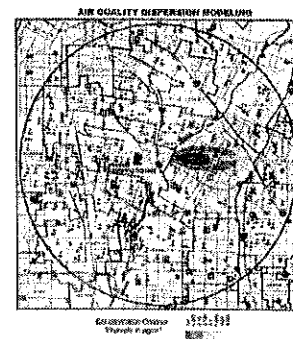
Air Quality Studies/Health Risk Assessments

Michael Baker utilizes air quality models that are developed by the U.S. Environmental Protection Agency, California Air Resources Board, and local Air Pollution Control Districts. Michael Baker's air quality services include project-specific analysis of regulatory impacts, short-term construction emissions, long-term operational emissions, and computer modeling of source-specific pollutant emissions and dispersion analysis. Additionally, Michael Baker has carried out mitigation programs for commercial, transportation, and industrial projects, as well as General Plan Air Quality Elements.

Michael Baker also prepares Health Risk Assessments (HRA) in accordance with U.S. Environmental Protection Agency and the California Office of Environmental Health Hazard Assessment (OEHHA) guidelines to evaluate potential health risks associated with Toxic Air Contaminants (TAC). A HRA is typically required when a new receptor is proposed near an existing source of toxic pollutants (e.g., freeways, distribution centers, factories, power plants, refineries, etc.), or when new sources of pollutants are proposed near existing receptors. Our capabilities include emission inventory preparation, meteorological air dispersion modeling, and risk calculation.

Greenhouse Gas Studies

Michael Baker's climate change experts are at the forefront in developing sound scientific regulatory assessments and strategies within the rapidly changing regulatory environment. We advise both government and private industry on greenhouse gas (GHG) policies and methodologies and the impact that they have on the new carbon constrained business future. To ensure a sustainable future, there is a great need to understand and manage GHG



emissions in ways that promote economic growth. As the climate change debate and private sector market solutions evolve, Michael Baker continues to offer its clients unparalleled analytical, policy, and business management services.

Michael Baker has been aggressively tracking all aspects of Assembly Bill 32 (AB 32) and Senate Bill 375 (SB 375) over the last several years. Our internal legislative working group meets monthly to discuss the implications of these GHG reduction mandates as implementation unfolds. Specific to SB 375, our team has also conducted numerous presentations with public sector, private developer, and land broker clients about the influence these GHG reduction mandates may have on their respective businesses.

As a result of this extensive experience, Michael Baker has developed proprietary models for quantifying and analyzing GHG's from a variety of direct and indirect sources including construction, vehicular traffic, electricity consumption, water conveyance, and sewage treatment. Michael Baker's analyses recommend innovative greenhouse gas/air pollutant reduction methods during the construction and operation of a project, conduct advanced dispersion modeling, investigate the use of renewable energy sources/energy efficient products and quantify the benefits of resource conservation (i.e., electricity usage and recycling).

Noise Studies

Michael Baker's acoustical services include instrument-assisted noise and vibration field surveys, commercial and industrial stationary sources noise impact analyses, Federal Highway Administration (FHWA) computer modeling of motor vehicle noise impacts for roadway and freeway projects, and rail noise impact analysis. Michael Baker's acoustical staff also evaluates sound insulation performance, manufacturing and industrial noise impact mitigation, building exterior and interior sound and vibration isolation analysis, room acoustics, and prepares General Plan Noise Elements. Services typically provided include technical analysis for NEPA or CEQA documents, or focused studies used in planning and civil design projects.



Regulatory Agency Permits

Our regulatory services team is trained in the most up-to-date regulations and have prepared and processed hundreds of permit applications through the U.S. Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), Regional Water Quality Control Board (RWQCB), and the California Coastal Commission (CCC). Michael Baker works closely with each applicant to assure that the jurisdictional baseline and permit applications accurately address project impacts and ultimately complies with the state and federal review process. Michael Baker's existing relationships with the resource agencies allow Michael Baker to be a liaison between the applicant and the regulatory agencies.

Michael Baker has certified regulatory staff that is professionally trained to perform wetland delineations on projects that need to meet regulatory requirements of the ACOE (Clean Water Act Section 404), CDFW (California Fish and Wildlife Code Sections 1600-1616), RWQCB (Clean Water Act Section 401, Porter-Cologne Water Quality Control Act), and CCC (California Coastal Act).

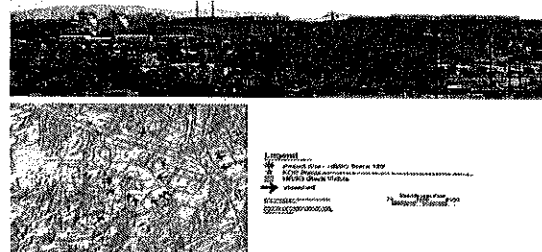
Years of experience preparing and processing regulatory permits through the resource agencies have enabled Michael Baker to identify successful strategies for satisfying agency requirements. No matter the location, the regulatory services team has provided regulatory support to clients throughout California, Nevada, and Arizona. Our staff has successfully delineated project sites and properties ranging from less than 1-acre to 1,600-acres. Projects have ranged from small stream crossings to long-term maintenance projects to large-scale mass grading activities. The regulatory services team, coupled with our

Biological Resources

The Michael Baker Team's relationships with wildlife agencies, regulatory agencies, federal land managers, and various conservation groups allow the firm to serve as a liaison between the applicant and these agencies/organizations. Michael Baker's biological team has decades of experience in the biological consulting process. Valued services provided by Michael Baker include conducting habitat assessments to characterize the biological features of an area, rapidly identifying any sensitive features, suggesting a compliance strategy to resolve identified impacts, and working with the client to make sure their planning needs are met while meeting permitting and mitigation requirements. Michael Baker staff biologists prepare general biological inventories, endangered species/sensitive plant surveys and biological monitoring. In consultation with resource agencies, Michael Baker staff has extensive experience in mitigating biological resources impacts through restoration/revegetation and conservation/mitigation banking.

Michael Baker provides visual simulation studies for aesthetic and visual impact evaluation. Simulations produced by Michael Baker range from simple photo composite/3-D massing studies to full photorealistic depictions. Michael Baker uses state-of-the-art software and advanced techniques such as metric photogrammetry and Real Time Kinematic (RTK) global positioning. Data is processed using state-of-the-art computer techniques into high-quality graphics that allow the public to understand the visual impacts of a project.

Michael Baker provides dynamic views of proposed developments through the use of animations and Matchmove technology (the process of combining computer animation with video). Animations provide visual analysis while moving through or around a project on foot, in a vehicle, or on a plane. Additionally, Michael Baker has the capabilities to perform viewshed analyses that may be utilized to determine whether or not project features are visible within a one-mile-radius. The viewshed map is created using Geographic Information Systems (GIS) technology and may include Digital Surface Model (DSM) data. DSM data allows Michael Baker to determine view blockage resulting from existing structures, terrain, and landscaping (i.e., large trees).



Michael Baker also prepares shade and shadow analyses by overlaying shadow diagrams on a base map that show the building footprints of the project and the surrounding buildings. The intent of this work is to illustrate any change in shadow patterns that would be directly attributable to the project, and to visually demonstrate the effect of these shadows on surrounding land uses, particularly any adjacent residential or other sensitive uses.

Hazardous Materials Assessments

Michael Baker provides a range of Hazardous Materials Assessments to meet our clients' needs for various project types. Michael Baker has prepared hundreds of Hazardous Materials Assessments for a variety of projects throughout California utilizing the American Society for Testing & Materials (ASTM) standards for commercial real estate transactions (E1527-05 and E1528-06), All Appropriate Inquiry (AAI), as well as appropriate protocol from lending institutions and regulatory agencies. The comprehensive capabilities and professional experience of our in-house staff allows Michael Baker to effectively and efficiently complete Hazardous Materials Assessments for any type of property.

Michael Baker's capabilities include Phase I Environmental Site Assessments (ASTM E1527-05), Transaction Screens (ASTM E1528-06), Preliminary Hazardous Materials Assessments, Environmental Baselines Surveys (for the United States Department of Navy), and Initial Site Assessments (for the California Department of Transportation).

Traffic/Parking/Circulation

Michael Baker emphasizes traffic planning and design techniques to satisfy the requirements of the study site and the adjacent areas. This is accomplished by utilizing any or all of the following external study site traffic analyses.

- Traffic Generation
- Directional Distribution of Traffic
- Access Design Criteria
- Traffic Signal Considerations
- Adjacent Land Access Needs
- Impact on Existing Streets
- Evaluation of Alternate Designs
- Intersection Capacity Utilization

Michael Baker's goal is to achieve safe and efficient movement of vehicles, and plan adequate parking facilities for the projected land uses and economic growth. Pedestrian safety and movement is factored into the overall plan. Michael Baker utilizes traffic models derived from data collected at peak intervals to capture the current performance of the traffic system and simulate potential need.



Mitigation Monitoring

Michael Baker develops Mitigation Monitoring Programs for CEQA documents, and provides assistance to public and private sector clients in interpreting and implementing the required programs. Michael Baker services include, through a combination of our Construction Management and Planning staff, field monitoring for air quality, dust, traffic control, and resource mitigation. Michael Baker received an award from the Association of Environmental Professionals for our Mission Bay Mitigation Monitoring Program web site, allowing interactive viewing and updating of mitigation compliance by agency staff, the developer, and the public.

Storm Water Quality/Drainage

Michael Baker has a broad base of experience that can provide a wide variety of services to meet the challenges associated with storm water quality. Current projects give the Michael Baker Team a unique and clear understanding of the requirements that the regulated community faces in complying with Court orders, fulfilling National Pollutant Discharge Elimination System (NPDES) Permit obligations, and other related storm water activities.

Michael Baker's Storm Water Quality capabilities include the identification of constituents of concern, research relative to Best Management Practices (BMP) effectiveness, BMP siting, design, construction, construction management and operation, maintenance and monitoring. Furthermore, Michael Baker has completed studies relative to BMP effectiveness and cost including prototype studies relative to operation and maintenance cost and capital costs evaluation for new construction and retrofit construction. Michael Baker has completed designs for the following types of conventional structural controls:



- Wet Pond/Constructed Wetlands
- Infiltration (Basin and Trench)
- Biofiltration (Swale and Strip)

Key storm water/water quality services provided by Michael Baker include municipal storm water program development; NPDES compliance; BMP research and application; BMP retrofit studies; water quality monitoring; and stormwater management related training.

Environmental Constraints

Michael Baker Planning staff provides opportunities and constraints assessments as part of preliminary design studies for capital improvement projects and due diligence studies for development projects. Using our GIS capabilities, Michael Baker identifies resource and regulatory compliance issues for project alternatives, as well as anticipated local agency and community issues. Michael Baker provides strategic project development services in early planning stages, which can substantially reduce or avoid cost and schedule impacts associated with regulatory agency permitting and the public review process.



ATTACHMENT B

RESUMES

Eddie G. Torres, INCE | Principal-in-Charge
SUMMARY:

Mr. Torres oversees and prepares Environmental and Planning studies for public and private sector clients, under the California Environmental Quality Act (CEQA), and National Environmental Policy Act (NEPA). Mr. Torres draws on his broad background and understanding of environmental constraints to provide technical and CEQA compliance review and environmental documentation, in addition to research, analysis, and writing.

Mr. Torres also serves as the Director of Technical Studies, with a specialty in Acoustics, Air Quality, Climate Change, and Visual Impact Assessments. He leads RBF's efforts to be at the forefront of Global Climate Change studies. He has prepared numerous analyses that are consistent with climate change legislation such as Assembly Bill 32, Senate Bill 97, Executive Order S-3-05, and Senate Bill 375. In addition to analyzing climate change impacts, Mr. Torres has led the development of numerous greenhouse gas inventory models which calculate greenhouse gas emissions from such sources as vehicular traffic, stationary sources, electricity consumption, water consumption, wastewater treatment, and construction processes.

EXPERIENCE:

- Jamboree Housing Project EA. Lancaster, CA. Environmental Specialist.
- Arbor Gardens Housing Project EA. Lancaster, CA. Environmental Specialist.
- Universal Health Services Mixed-Use Facility. Palmdale, CA. Environmental Specialist.
- Marr Ranch. Simi Valley, CA. Environmental Specialist.
- Shoreline Gateway EIR. Long Beach, CA. Environmental Specialist.
- Cordero Development, Laguna Niguel, California. Environmental Specialist.
- Seal Beach Townhomes IS/MND. Seal Beach, CA. Environmental Specialist.
- Bella Monte Residential Development. Indian Wells, CA. Air Quality and Noise Specialist.
- Montecito Estates Residential Development. Torrance, CA. Air Quality and Noise Specialist.
- AC Independence Residential Tract. Riverside County, CA. Air Quality and Noise Specialist.
- Empire and Buena Vista Apartment Complex. Burbank, CA. Air Quality and Noise Specialist.
- Ontario Towne at Ontario Center Project. Ontario, CA. Air Quality and Noise Specialist.
- Carson/Avalon Mixed Use Project. Carson, CA. Project Manager.
- 1105 Riverside Drive Project IS/MND. Burbank, CA. Air Quality and Noise Specialist.
- Anchor Live/Work Project IS/MND. Costa Mesa, CA. Air Quality and Noise Specialist.

YEARS OF EXPERIENCE

Years with Michael Baker: 17

Total Years of Experience: 17

EDUCATION/TRAINING

M.S., 2005, Mechanical Engineering, University of Southern California

B.S., 2000, Mechanical Engineering, University of California at Irvine

B.A., 2000, Environmental Analysis and Design, University of California at Irvine

Certificate, 2000, Fundamentals of Mechanical Engineering, University of California at Irvine

LICENSES/CERTIFICATIONS

Institute of Noise Control Engineering, 2002

Alan Ashimine | Project Manager
SUMMARY:

As an Environmental Project Manager at Michael Baker, Mr. Ashimine prepares environmental and planning studies for public and private sector clients under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). He has extensive experience in the research, analysis, and writing of environmental documentation for a variety of projects involving infrastructure, redevelopment, residential, and industrial uses. Using his broad background and understanding of environmental constraints, Mr. Ashimine provides defensible CEQA/NEPA compliance review and environmental documentation. He utilizes the skills developed in each of his specialized disciplines to prepare and process environmental documents for a diverse range of projects and land uses.

Mr. Ashimine utilizes his experience to manage and author environmental documentation, often incorporating the results of complex technical documentation to substantiate conclusions within the document. Mr. Ashimine has also successfully prepared environmental documentation for a range of highly controversial projects subject to scrutiny by the general public, environmental organizations, and public agencies. Using his broad background and understanding of environmental constraints, Mr. Ashimine provides detailed, legally sound CEQA/NEPA compliance review and environmental documentation.

EXPERIENCE:

- Safran Affordable Housing EA. Long Beach, CA. Project Manager.
- 301 East Jeanette Lane IS/MND. Santa Ana, CA. Project Manager.
- Immanuel Church/Affordable Housing EA. Long Beach, CA. Project Manager.
- 207 Seaside Way Apartments. Long Beach, CA. Project Manager.
- 442 W. Ocean Boulevard Apartments. Long Beach, CA. Project Manager.
- Oceanaire Apartments Traffic Impact Study. Long Beach, CA. Project Manager.
- Universal Health Services Mixed-Use Facility. Palmdale, CA. Senior Environmental Analyst.
- Carrari Ranch Project EIR. Rancho Cucamonga, CA. Project Manager.
- Mancara at Robinson Ranch EIR. Santa Clara, CA. Senior Environmental Analyst.
- La Entrada Specific Plan. Coachella, CA. Technical Manager.
- Southeast Coastal Redevelopment Plan Program EIR. Huntington Beach, CA. Project Coordinator.
- Bandini Industrial Center IS/MND. Bell, CA. Project Manager.
- Biane Business Park EIR. Rancho Cucamonga, CA. Project Manager.
- Hyundai Motor America North American Headquarters EIR. Fountain Valley, CA. Project Manager.

YEARS OF EXPERIENCE

Years with Michael Baker: 16

Total Years of Experience: 16

EDUCATION/TRAINING

B.A., 2000, Environmental Analysis and Design, University of California at Irvine

Ryan Chiene | Technical Analysis: Air Quality, Greenhouse Gas Emissions, and Noise

SUMMARY:

Mr. Chiene has worked professionally in the Planning/Environmental industry. His work experience includes researching, analyzing and writing a number of California Environmental Quality Act (CEQA) documents, including Environmental Impact Reports, Initial Studies, Mitigated Negative Declarations, and technical studies. Technical studies he has worked on include Air Quality/Green House Gas (GHG) Assessments, Noise Studies, Phase I Environmental Site Assessments, and Visual Impact Assessments, among others. He has also been involved in municipal planning and affordable housing work. Through his professional planning work, he learned a great deal about the environmental aspect of the development process, affordable housing, cooperatively working with fellow employees, and the logistics of development. Moving forward, he is eager to continue to learn and grow as professional planner, and expand his web of knowledge and professional network.

EXPERIENCE:

- Carrari Ranch Project EIR. Rancho Cucamonga, CA. Environmental Analyst.
- Citywide Sewer Capital Improvement Project IS/MND. Seal Beach, CA. Environmental Analyst.
- Cuyuma Solar Array. Santa Barbara County, CA. Environmental Analyst.
- Department of Water and Power Specific Plan Amendment. Seal Beach, CA. Environmental Analyst.
- General Plan and Environmental Impact Report. Capitola, CA. Environmental Analyst.
- Gun Range Site EIR. Huntington Beach, CA. Environmental Analyst.
- Mater Dei High School Parking Structure Environmental Impact Report. Santa Ana, CA. Environmental Analyst.
- Monterey Downs and Horse Park and Central Coast Veterans Cemetery Specific Plan EIR. Seaside, CA. Environmental Analyst.
- Portola Center Initial Study and EIR. Lake Forest, CA. Environmental Analyst.
- South Campus Specific Plan Environmental Impact Report. El Segundo, CA. Environmental Analyst.
- Temecula Creek Inn Specific Plan Environmental Impact Report. Temecula, CA. Environmental Analyst.
- The Fullerton Plan, General Plan Update and Climate Action Plan. Fullerton, CA. Environmental Analyst.
- Transportation Oriented Development Specific Plan and Environmental Impact Report. Duarte, CA. Environmental Analyst.
- Upland General Plan Update EIR. Upland, CA. Environmental Analyst.
- Waste Management Material Recovery Facility, Transfer Station, and Household Hazardous Waste Facility Environmental Impact Report. Azusa, CA. Environmental Analyst.
- Willow Springs Solar Array. Kern County, CA. Environmental Analyst.

YEARS OF EXPERIENCE

Years with Michael Baker: 2

Total Years of Experience: 3

EDUCATION/TRAINING

B.S., 2012, City and Regional Planning, California Polytechnic State University, San Luis Obispo

A.A., 2009, General Education, Cuesta College

Alicia Gonzalez | Environmental Analyst**SUMMARY:**

Ms. Gonzalez is an Environmental Associate at Michael Baker International and works primarily as a CEQA generalist. Ms. Gonzalez has ample experience in preparing environmental compliance documents pursuant to CEQA and NEPA requirements, including a diverse collection of Initial Studies, Categorical Exemptions, Mitigated Negative Declarations, and project-level and programmatic Environmental Impact Reports. She also specializes in projects involving aesthetics, light and glare, and shade/shadow issues and prepares visual impact assessments and shade/shadow studies.

EXPERIENCE:

- Las Ventanas Affordable Housing Apartments Project Environmental Assessment. Long Beach, CA.
- Bloomington Phase III Affordable Housing Apartments Project Environmental Assessment. County of San Bernardino, CA.
- 51 Permanent Affordable Housing Units Environmental Assessment. Lancaster, CA.
- 220 S. San Gabriel Mixed-Use CEQA Clearance. San Gabriel, CA.
- Addendum to the Union Street Condominiums Project IS/MND. Pasadena, CA.
- Avanti South Specific Plan EIR. Lancaster, CA.
- Bolsa Row Specific Plan EIR. Westminster, CA.
- California Grand Village Specific Plan Senior Housing EIR. Azusa, CA.
- Canyon City Business Center EIR. Azusa, CA.
- Hawaii Plaza Mixed-Use Development CEQA Clearance. San Gabriel, CA.
- Linfield Village Senior Housing Development Project. Temecula, CA.
- Malibu Bluffs Park EIR. Malibu, CA.
- Mancara Residential Project EIR. Santa Clarita, CA.
- Media Studios Project EIR. Burbank, CA.
- Pinnacle Senior Living Center IS/MND. Murrieta, CA.
- Temecula Creek Inn Specific Plan EIR. Temecula, CA.
- Toyota Logistics Services Improvement Project. Port of Long Beach, CA.

YEARS OF EXPERIENCE

Years with Michael Baker: 4

Total Years of Experience: 4

EDUCATION/TRAINING

B.S., 2014, Biological Sciences,
California State University, San
Marcos

Giancarlo Ganddini, PE, PTP | Technical Analysis: Traffic**SUMMARY:**

Giancarlo Ganddini, P.E., P.T.P., has extensive experience in traffic engineering and transportation planning for public and private sector projects throughout California. He has been a project manager or key team member on over 100+ projects involving traffic analysis for environmental documentation. His extensive involvement in the Institute of Transportation Engineers has enabled him to build relationships with peers and colleagues and remain well-informed of current best-practices and developing transportation trends. Mr. Ganddini possesses the technical knowledge of numerous traffic analysis methods and standards of transportation planning practice. He is skillful at applying his expertise to address both common and unique traffic issues including, but not limited to, roadway operations, traffic forecasting, impact analysis, and parking demand.

EXPERIENCE:

- Home of Christians Church, City of Monterey Park
- South Garfield Transit Village, City of Monterey Park (under Michael Baker International)
- The Alexander Senior Housing, City of Fullerton
- TTM 31450 Senior Housing, City of Calimesa
- Cerritos (Senior) Family Apartments, County of Orange
- Immanuel Senior Housing, City of Long Beach
- Spring Park Senior Villa, City of Gardena
- Trumark on Lewis, City of Anaheim
- Bastanchury Townhomes, City of Yorba Linda
- College Avenue Apartments, City of Whittier
- Stonegate Apartments I and II, County of Orange
- 600 North Vermont Mixed Use, City of Los Angeles
- Artesia Live I and II Mixed Use, City of Artesia
- San Gabriel Gateway Center, City of San Gabriel
- 1820 Del Mar Avenue, City of San Gabriel

YEARS OF EXPERIENCE

Total Years of Experience: 9

EDUCATION/TRAINING

B.S., Civil Engineering,
University of California, Irvine
Specialization in
Transportation Systems
Engineering

LICENSES/CERTIFICATIONS

Professional Engineer
Certified Professional
Transportation Planner

Curt Duke | Technical Analysis: Cultural Resources
SUMMARY:

Mr. Duke meets the Secretary of Interior's Professional Qualifications Standards for Prehistoric and Historical Archaeology. He has more than 20 years of professional cultural resources experience. He received his B.A. in Anthropology in 1994 from the University of California, Santa Cruz, and his M.A. in Anthropology in 2006 from California State University, Fullerton. His M.A. thesis focused on prehistoric mortuary analysis in southern California. Mr. Duke is an Orange County listed archaeologist and a Registered Professional Archaeologist (RPA No. 15969). He is well-versed in Section 106 of the NHPA, NEPA, and CEQA. He has conducted more than 3,500 cultural resources assessments for various clients in California, Nevada, and Arizona. Mr. Duke is responsible for ensuring that the quality of analysis and reporting meets or exceeds appropriate local, state, and federal standards.

YEARS OF EXPERIENCE

Total Years of Experience: 22

EDUCATION/TRAINING

M.A., Anthropology, 2006,
California State University,
Fullerton

B.A., Anthropology, 1994,
University of California, Santa
Cruz

LICENSES/CERTIFICATIONS

Registered Professional
Archaeologist, County of
Orange, RPA No. 15969

EXPERIENCE:

- Greenfield-Banning Channel, Costa Mesa, CA. Archaeologist.
- Rancho Road Widening, Westminster, CA. Archaeologist.
- Marywood Pastoral Center, Orange, CA. Archaeologist.
- Lamb and Wardlow High Schools, Huntington Beach, CA. Archaeologist.
- Vila Borba, Chino Hills, CA. Archaeologist.
- Skyridge Residential, Mission Viejo, CA. Archaeologist.
- Bryn Mawr Road Extension, Loma Linda, CA. Archaeologist.
- VA Clinic, Loma Linda, CA. Archaeologist.
- California Street/Highway 101, Ventura, CA. Archaeologist.
- 6th Street Bridge Replacement, Los Angeles, CA. Archaeologist.
- Colton Bridges, CA. Archaeologist.
- San Fernando Road Widening, Los Angeles, CA. Archaeologist.
- California Avenue Improvements, Long Beach, CA. Archaeologist.
- Palomar Mountain Fuels Modification, CA. Archaeologist.
- Colton Crossing Grade Separation, CA. Archaeologist.
- Devore Interchange Improvements, CA. Archaeologist.
- Mid County Parkway, western Riverside County, CA. Archaeologist.
- 24th Street Widening, Bakersfield, CA. Archaeologist.
- California Valley Solar Ranch, San Luis Obispo, CA. Archaeologist.
- Mammoth Lakes Parks and Recreation and Trails System Master Plan, CA. Archaeologist.
- I-15/SR-79 Interchange, Temecula, CA. Archaeologist.
- Superstition Solar I, Imperial Valley, CA. Archaeologist.
- McSweeney Farms, Hemet, CA. Archaeologist.
- Magnolia Avenue Widening, Los Angeles, CA. Archaeologist.

Dana E. Supernowicz, MA, RPA | Technical Analysis: Historical Resources
SUMMARY:

Mr. Supernowicz worked for the California State Historic Preservation Office (SHPO) as a staff reviewer in the Section 106 unit. During his tenure with the SHPO, Supernowicz assisted in the development of HABS/HAER documentation, Programmatic Agreements (PAs), Memorandum of Agreements (MOAs), and other agreement documents, reviewed reports prepared by over 20 federal agencies, and assisted in planning efforts for the office. Mr. Supernowicz has been professionally involved in the research and documentation of historic districts, sites, buildings and structures since 1976, including research associated with Basque herders in both California and Nevada. He has worked for a variety of federal and state agencies including Caltrans, the Department of Parks and Recreation, National Park Service, and Bureau of Land Management. He was the first full-time historian employed by the U.S. Forest Service in California, and served as the first Regional Historian and Zone Historian for California. Mr. Supernowicz has experience both in historical and archaeological studies, both large and small, including those initiated by city and state governments. Mr. Supernowicz has authored and co-authored numerous reports and published articles. Several of those reports focused on establishing design guidelines and standards for evaluating historic properties throughout California.

EXPERIENCE:

- The Regency, Long Beach, CA. Architectural Historian.
- Burnett & Adratic, Long Beach, CA. Architectural Historian.
- Greek Theatre, Los Angeles, CA. Architectural Historian.
- CSULB, Long Beach, CA. Architectural Historian.
- Santa Monica Place Broadway Street, Los Angeles, CA. Architectural Historian.
- Anthony's Plaza, Long Beach, CA. Architectural Historian.
- Sproul Hall, Los Angeles, CA. Architectural Historian.
- Downtown Long Beach, Long Beach, CA. Architectural Historian.
- Dodger Stadium, Los Angeles, CA. Architectural Historian.
- Hyatt Regency Century Plaza, Los Angeles, CA. Architectural Historian.
- LA Coliseum, Los Angeles, CA. Architectural Historian.
- Lorbeer Building, Long Beach, CA. Architectural Historian.
- St. Charles Apartments, Los Angeles, CA. Architectural Historian.
- Huntington Beach Historic Context, Huntington Beach, CA. Architectural Historian.
- Gayley Apartments, Los Angeles, CA. Architectural Historian.
- Little Tokyo Lofts, Los Angeles, CA. Architectural Historian.
- Hebron Presbyterian Church, Los Angeles, CA. Architectural Historian.
- Trojan Apartments, Los Angeles, CA. Architectural Historian.
- Honduras Old Bank Building, Los Angeles, CA. Architectural Historian.

YEARS OF EXPERIENCE

Total Years of Experience: 38

EDUCATION/TRAINING

M.A., History, 1983, California State University, Sacramento

B.A., Social Ecology, 1978, University of California, Santa Cruz

LICENSES/CERTIFICATIONS

Registered Professional Archaeologist



ATTACHMENT C

REPRESENTATIVE PROJECTS

Rialto Metrolink Affordable Housing Project | Rialto, CA

Michael Baker is currently preparing an Initial Study/Mitigated Negative Declaration and Environmental Assessment for the Rialto Metrolink Affordable Housing Project. The project involves a multi-family residential project comprised of 64 dwelling units and associated amenities for low and very low income households on a 2.6-acre site near an existing Metrolink Station. The dwelling units would be distributed within four buildings, each consisting of three floors with one, two, and three bedroom stacked flats. Associated amenities would include a 2,584 square foot community center and offices within a two-story common building for the use of residents and property management in addition to a pool, tot-lot playground, outdoor fireplace and lounge, and a barbeque area. Key issues associated with the project include air quality and noise (due to the proximity to the existing Metrolink Station), traffic, and hazardous materials.

CLIENT

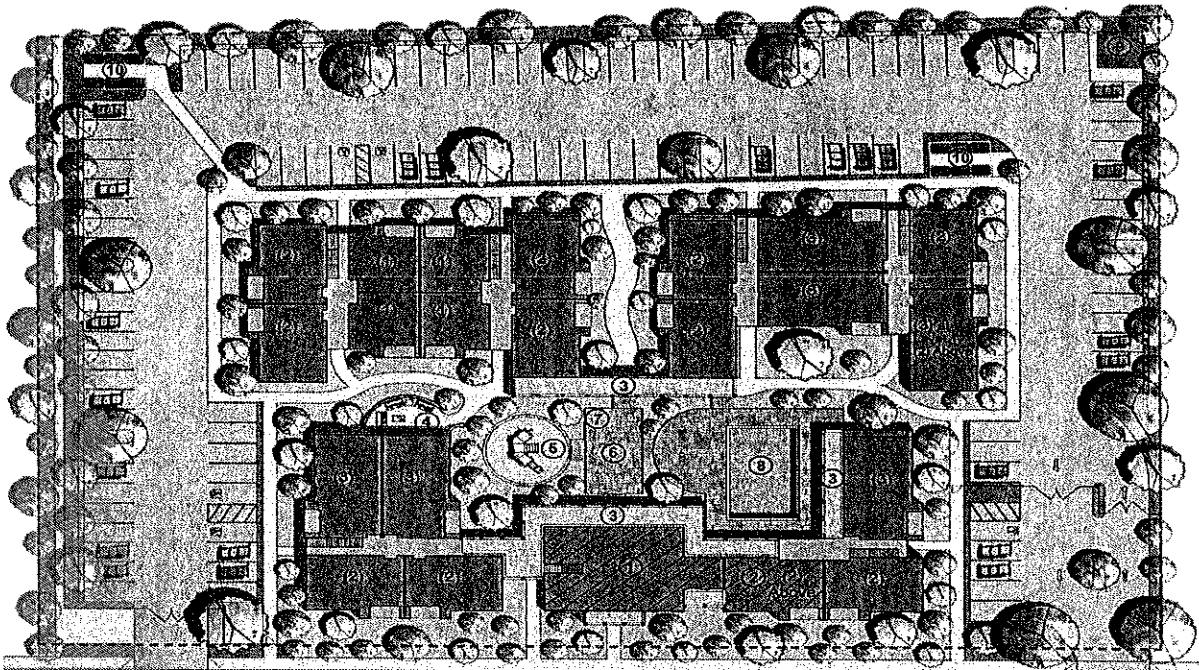
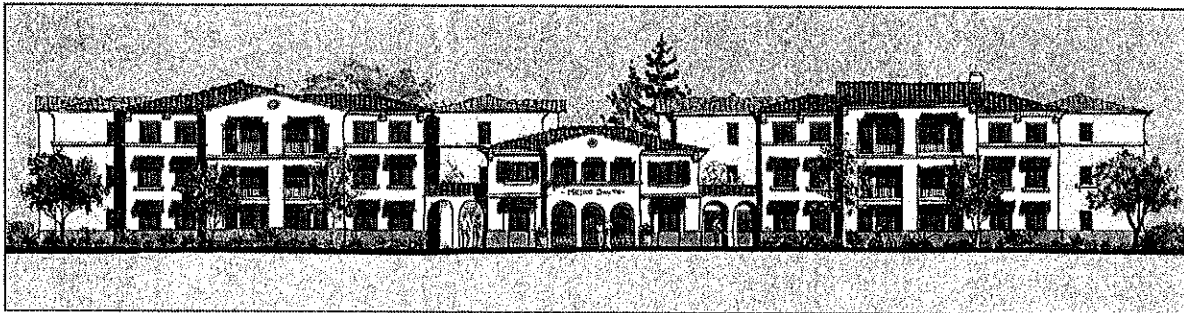
Related California
18201 Von Karman Ave.
Irvine, CA 92612

HIGHLIGHTS

- Joint CEQA/NEPA Document
- Approvals Required from City of Rialto and US HUD
- Air Quality/Noise Analysis – Nearby Metrolink Station

REFERENCE

Mr. Stan Smith
949.660.7272



Bloomington Affordable Housing Project Environmental Assessment
| San Bernardino County, CA

Michael Baker prepared an Environmental Assessment (EA) for the proposed Bloomington Affordable Housing Project, which involves the construction of a 190-unit multi-family development for low- and very low-income households in the unincorporated San Bernardino County, community known as Bloomington. The proposal involves development of an "Intergeneration Project" that would house both Senior and Family housing within the same community. A total of 190 Senior and Family housing units and approximately 12,705 square feet of library, social service, and community uses are proposed and would be developed in separate quadrants, in two phases. Phase 1 of the Project would include 63 percent Senior units and 37 percent Family units (70 Senior and 36 Family units, respectively), and Phase 2 would consist entirely of Family units (84 units). The Project requires a Planned Development Permit, pursuant to County of San Bernardino Development Code requirements and standards, which would allow flexibility in the application of Development Code standards to the proposed housing development.

The Project would be financed through various sources including federal tax credits, construction financing, Mental Health Services Act (MHSA) funding, County funding, and permanent financing. Preparation of the EA required coordination with numerous technical consultants and specialists. Additional studies that were performed included a Paleontological and Archaeological Assessment, Phase I Environmental Site Assessment and Addendum, Commercial Structure Asbestos Survey, and Lead Paint Inspection Report for San Bernardino Economic Development Agency.

In addition, Michael Baker prepared Air Quality, Greenhouse Gas, and Noise technical data, Habitat Assessment, and Traffic Impact Analysis. Additional environmental issues were addressed within the EA include but are not limited to historic preservation, air quality, environmental justice, toxic or hazardous substances, noise, transportation, and an appropriate range of mitigation measures were established.

CLIENT

Related California
18201 Von Karman Ave.
Irvine, CA 92612

HIGHLIGHTS

- Affordable Housing Development
- NEPA Environmental Assessment

REFERENCE

Mr. Stan Smith
949.660.7272

Safran Affordable Housing Project | Long Beach, CA

Michael Baker prepared an Environmental Assessment (EA) for the proposed Safran Affordable Housing Project for the City of Long Beach. The City of Long Beach was awarded U.S. Department of Housing and Urban Development (HUD) funding, thus requiring an EA under the National Environmental Policy Act (NEPA). The project involves removal of an existing single family home and detached garage and conversion of an existing 31,006 square foot church building (3215 East 3rd Street) into a senior housing project consisting of 24-unit multi-family independent low- or very low-income senior housing development with one manager's unit, associated amenities, common areas, and a 12-space parking lot. The project would help the City of Long Beach meet its obligation to provide affordable housing pursuant to its Regional Housing Needs Allocation (RHNA) and further the Long Beach General Plan Housing Element goals for the City, while retaining the historic integrity of the Bluff Heights Historic District. Key environmental issues analyzed in the EA consisted of hazards, noise, natural features, and community facilities and services impacts due to the senior housing project.

CLIENT

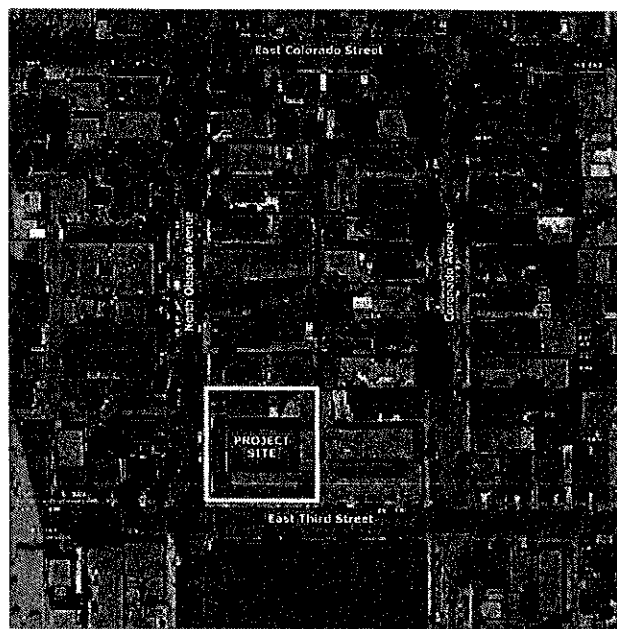
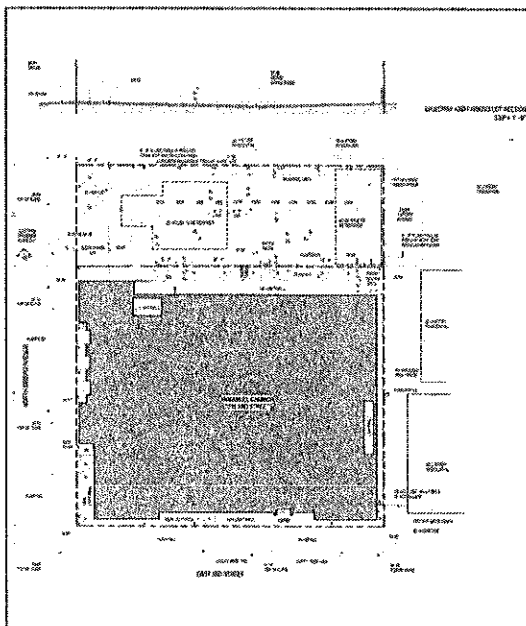
City of Long Beach
Development Services
333 West Ocean Boulevard
Long Beach, CA 90802

HIGHLIGHTS

- NEPA Environmental Assessment
- HUD Funding
- Affordable Housing Project
- Community Facilities and Services Impacts

REFERENCE

Mr. Craig Chalfant
532.570.6368



Jamboree Housing Project Environmental Assessment | Lancaster, CA

Michael Baker prepared an Environmental Assessment (EA) for 2.72 acres located within the North Downtown Lancaster Neighborhood Revitalization/Transit Village Plan area. The project involved development of 72 apartment units on a vacant property to provide an affordable rental apartment project in proximity to recreation (proposed neighborhood park), public transit, employment, schools, and commercial facilities. The EA was prepared in accordance with HUD guidelines in compliance with NEPA. The environmental review included land development noise, air quality, transportation, socioeconomic, and community facilities and services.

CLIENT

City of Lancaster
44933 North Fern Avenue
Lancaster, CA 93534

HIGHLIGHTS

- Infill Residential Development
- Affordable Housing
- NEPA Review in Accordance with HUD Guidelines

REFERENCE

Elizabeth Brubaker
661.723-5878



301 East Jeanette Lane Initial Study/Mitigated Negative Declaration | Santa Ana, CA

Michael Baker assisted the City of Santa Ana with preparation of an Initial Study/Mitigated Negative Declaration for the 301 East Jeanette Lane Project. The project proposed a 182-unit multi-family apartment project on the 2.008-acre site. The project included a single structure consisting of four levels of apartment units above two levels of parking (one level of parking at grade, and another below grade). While the proposed project consisted of a single building, apartment units were arranged around three large landscaped open air courtyards (one on each end and one in the center of the structure). The apartment units included a mixture of one-, two-, and three-bedroom configurations. Key issues analyzed within the document included traffic and circulation, aesthetics, air quality, and noise.

CLIENT

City of Santa Ana
20 Civic Center Plaza
Santa Ana, CA 92702-1988

HIGHLIGHTS

- 182-Unit Apartment Development
- Sensitive Uses Adjacent to Project Site
 - Technical Analysis
 - Traffic and Circulation
 - Air Quality
 - Noise
- Subterranean/Tandem Parking

REFERENCE

Mr. Sergio Klotz
714.667.2700

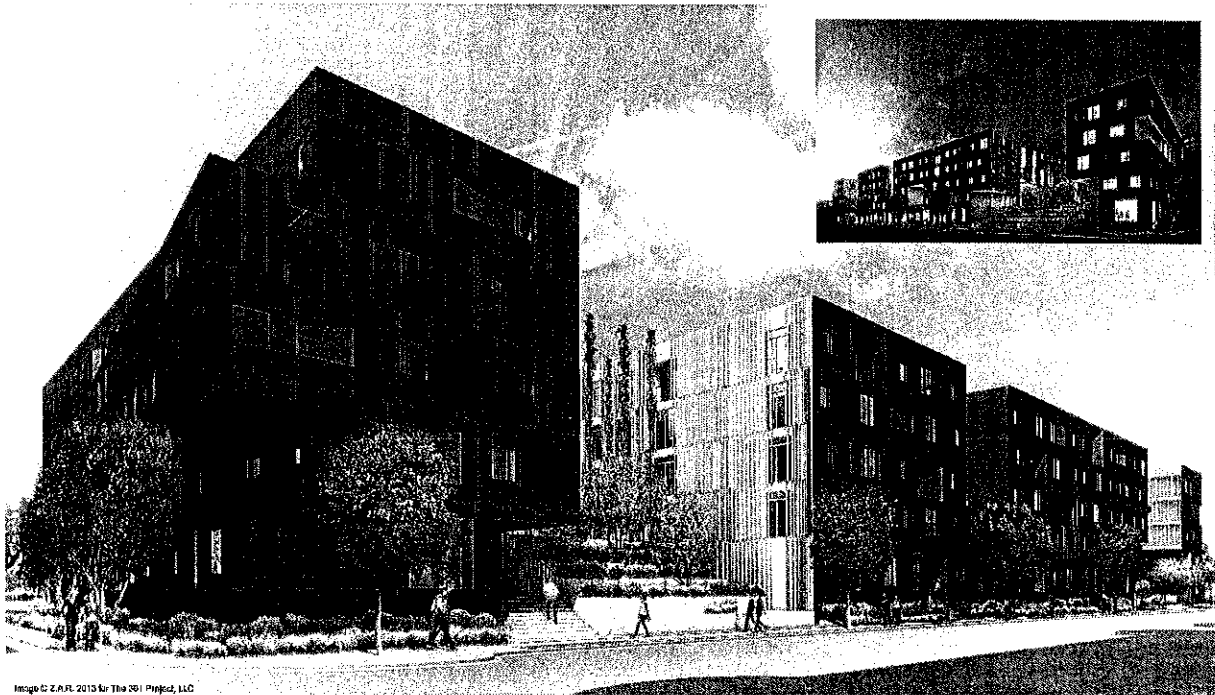


Image © ZAPL 2013 for The 301 Project, LLC

EXHIBIT B

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.
2. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall keep on file evidence of personal auto liability coverage for each such person.
3. **Workers Compensation** on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.
4. **Professional Liability or Errors and Omissions Insurance** as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or an acceptable equivalent. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any

insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage for five (5) years after completion of services. This obligation applies whether or not the Agreement is canceled or terminated for any reason.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 13, 2018

SUBJECT: APPEAL OF PLANNING COMMISSION'S DECISION TO DENY CONDITIONAL USE PERMIT C17-11 FOR THE OPERATION OF A NEW MASSAGE ESTABLISHMENT FOR THE PROPERTY LOCATED AT 10450 BEACH BOULEVARD, #105 IN THE CG (COMMERCIAL GENERAL) ZONE; SUBMITTED BY DIEN CHU PHAN

REPORT IN BRIEF:

This is an appeal of the Planning Commission's decision to deny the application for Conditional Use Permit C17-11 for a new massage establishment from the property located at 10450 Beach Blvd. #105.

RECOMMENDED ACTION:

1. The City Council hold a public hearing; and
2. The City Council consider Resolution No. 2018-44 upholding the Planning Commission's denial of Conditional Use Permit C17-11 and denying the Applicant's appeal.

BACKGROUND:

Since the State of California gave cities back the authority to regulate massage establishments in 2014, the City of Stanton has made it a priority to strictly enforce its municipal code to ensure that massage establishments are operating in compliance with permitting and licensing regulations, in addition to operational, sanitation, and attire requirements. The reasons for such strict enforcement is due, in part, to the history of massage operations in the City and heightened concerns about prostitution and human trafficking in massage establishments in and around the City. Due to the City's ability to regulate massage operations, the number of massage establishments has been significantly reduced from 37 establishments down to 12 establishments. Among the ones that have closed, a number were denied permits or had their permits revoked because of unlawful activity found at the establishments, including illicit sexual activity and employees and patrons evading City inspections by exiting rear doors upon City inspectors' arrival.

As such, the City has a strong desire to rehabilitate the City's reputation that illegal massage establishment operate within the City, and therefore carefully reviews each massage CUP application to ensure that the proposed location is suitable for a massage business.

On December 21, 2017, Dien Chu Phan ("Appellant"), submitted a request for approval of a conditional use permit to allow for the operation of a new massage business from the property located at 10450 Beach Boulevard #105, near the northeast corner of Beach Boulevard and Cerritos Avenue.

On September 19, 2018, the Planning Commission held a public hearing to consider Conditional Use Permit C17-11. At the conclusion of the public hearing, the Planning Commission, unanimously determined that all the necessary findings could not be met to approve the conditional use permit. Therefore, the Planning Commission denied Conditional Use Permit C17-11. Within the 10-day appeal period, the Appellant filed an appeal of the Planning Commission's action to deny CUP No. C17-11.

ANALYSIS/JUSTIFICATION:

The subject property is located at 10450 Beach Boulevard, #105, a 1.5 acre parcel located near the northeast corner of Beach Boulevard and Cerritos Avenue. The subject unit formerly housed Purple Rain massage establishment, which closed down in 2017. Moreover, the larger shopping center, C & S Plaza, is home to a number of businesses including a nail salon, a restaurant, and various retail uses. Four massage establishments were previously located in shopping center, but all closed down in 2017.

The site is located in the CG (Commercial General) zone and carries a General Plan land use designation of General Commercial. Surrounding zoning and uses include a U.S. Post Office and retail and restaurant uses in the CG (Commercial General) zone to the north, a convenience store and various restaurants in the CG zone to the south, Continental Garden Apartments in the RH (High Density Residential) zone to the east and the Indoor Swap Meet in the CG zone to the west.

OPERATIONS – The business is proposed to operate in an 855 square foot unit with four private massage rooms, a waiting area, an office/employee lounge, and unisex restroom. Bonzai Massage proposes to be open daily between the hours of 9 a.m. to 10 p.m.

BASIS FOR APPLICATION DENIAL –

In order to approve a conditional use permit, *all* of the findings set forth in Stanton Municipal Code Section 20.550.060(B) must be met. In this instance, the proposed massage establishment failed to meet one or more of the required CUP findings, as described as follows:

- A. Approval of the proposed conditional use permit (CUP) would be inconsistent with the General Plan goals and strategies.

Foremost, this finding could not be met since Strategy LU-1.1.2 of the General Plan is to "ensure adjacent land uses are compatible with one another," and Goal LU-6-1 is to "ensure compliance with the City's land use code to improve the overall character of Stanton's neighborhoods." The proposed massage establishment would be located within an existing shopping center, which is directly adjacent to multifamily housing units and various commercial uses including restaurants, retail stores, and personal service businesses. The site's physical characteristics create opportunities for criminal activity and municipal code violations, particularly for a massage establishment type of use. Specifically, the subject site is set far off of Beach Boulevard and is configured in such a way that does not allow visibility into the shopping center from the street. The shopping

center is concealed by a large building located along Beach Blvd., which blocks direct site into the center, and hampers Police and Code Enforcement from easily conducting drive-by inspections from the street, as is typically done for massage establishments throughout the City. Moreover, the alleyway on the rear of the property allows for vehicles and pedestrians to enter and exit the site with little visibility from the Beach Blvd. This lack of visibility creates a physical characteristic to the site that provides greater opportunity for criminal activity to occur, or lack of compliance with the municipal code, such as a greater opportunity for evasion of City inspections. Massage establishment uses at this site raise a particular concern because those uses have been known to have law and code enforcement issues within the City.

These site characteristics have created opportunities for criminal activity to occur, as demonstrated by the significant calls for service received by the sheriff's department. In the last year, the sheriff's department received dozens of calls for service for the subject shopping center. Additionally, the City is aware that all of the massage establishment that formerly operated in this center have violated various municipal codes including not having licensed therapists on-site during operations and evidence of condoms in an establishment. The development of the site, with minimal visibility from the street, and the vast majority of the units not having direct line of site visibility to the street, along with a large two-story structure sitting in the middle of the shopping center, directly on Beach Blvd., has developed a center with significant municipal code violations and criminal activity, particularly within massage establishments. Taken as a whole, the center's site characteristics are not appropriate or conducive to ensure that a massage business may be operated in compliance with the municipal code at this particular location, and therefore, such use would not be compatible with surrounding uses and would not improve this neighborhood.

Secondarily, the proposed use would also be inconsistent with General Plan Strategy LU-1.1.2 of the General Plan and Goal LU-6-1 is to "ensure compliance with the City's land use code to improve the overall character of Stanton's neighborhoods," since the center has housed four other massage establishments known to violate the Stanton Municipal Code. The City is aware that these four former massage establishments were advertised on websites like Backpage, which advertise illicit sexual acts at massage establishments. Violations at the former massage establishments included: the use of massage therapists who did not have proper certification from the State, the use of contract employees who operated without City issued business licenses and lack of a manager onsite, and facilitation of illicit sexual activity, including one operation having a condom in a massage room. Those violations have contributed to a perception that unlawful massage businesses operate at the shopping center, which affects surrounding property uses and the neighborhood. Until the perception ceases that unlawful massage businesses operate at the site, a massage use will neither be compatible with surrounding land uses nor will it improve the character of the neighborhood. Moreover, the applicant has previously operated massage establishments in Stanton which were found to be in violation, and has been cited for violations of the Stanton Municipal Code. Because the operator has a pattern of operating massage establishments that do not fully comply with the City's Code, there is a greater possibility that the proposed estab-

lishment will not fully operate in compliance with the City's Code at this site, which could negatively affect surrounding uses.

As such, the specific location of the proposed massage establishment would neither be compatible with surrounding land uses nor would it be improve the overall character of this neighborhood because of the site's specific design characteristics coupled with a negative perception relating to massage establishments at this site. Therefore, the General Plan's goals and strategies cannot be met in this instance, and the finding that that the use is compatible with the General Plan cannot be made.

- B. The proposed use is allowed within the applicable zone and complies with all other applicable provisions of this Zoning Code and the Municipal Code. The subject property is located within the CG (Commercial General) zone. Per Ordinance No. 1032, under Section 20.215.020(C), Table 2-5 of the Stanton Municipal Code (SMC), massage establishments are a permitted use in the CG zone subject to approval of a CUP. However, as the use is subject to a CUP, the City must make *all* the findings required in order to approve the CUP, and the inability to make even one required finding requires that the City deny the requested permit.
- C. The operating characteristics of the proposed activity would be incompatible with the existing and future land uses in the vicinity. The site is located near the corner of Beach Boulevard and Cerritos Avenue with existing adjacent uses including multifamily dwelling, commercial uses including restaurants, retail shops, and personal and professional services. The site is configured in such a way that does not allow visibility into the shopping center from the street. The shopping center is concealed by a large building located along Beach Blvd., which blocks direct site into the center, and greatly hampers Police and Code Enforcement from easily conducting drive-by inspections from the street, as is typically done for massage establishments throughout the City. The alleyway on the rear of the property allows for vehicles and pedestrians to enter and exit the site with little visibility from the Beach Blvd. This lack of visibility creates a physical characteristic to the site that provides greater opportunity for criminal activity to occur, or lack of compliance with the municipal code.

Moreover, based on City inspections of massage establishments within this shopping center, the previous massage establishments have a demonstrated history of operating in violation of Stanton Municipal Code which include the use of massage therapists who did not have proper certification from the State, the use of contract employees who operated without City issued business licenses and lack of a manager onsite, and facilitation of illicit sexual activity, including the discovery of a condom within a massage room of one of the former massage businesses. The prevalence of municipal code violations at this site can be attributed, in part, to the physical characteristics of the site. The limited visibility into the site along with the rear alleyway which offers vehicles and pedestrians access to and from the site without being seen from the main street makes the site unsuitable for a new massage business. As such, based primarily on the site characteristics and secondarily on the multiple violations identified from similar uses, the operation of a proposed massage business is not compatible at this particular site or com-

patible with the existing and future land uses in this vicinity. Therefore, this finding cannot be made.

- D. The site is physically unsuitable in terms of its design, location, shape, size, and operating characteristics of the proposed use. The subject property is located on the east side of Beach Boulevard, approximately 150 feet north of Cerritos Avenue and is served by two driveways along Beach Boulevard. On-site circulation features include drive aisles which comply with current development standards. The operation of a massage establishment would not be expected to negatively impact pedestrian or vehicular safety on or near the site, impede emergency vehicle access to the site or properties near the site, negatively impact fire safety service levels in the community, cause the capacity of public infrastructure, such as water, storm and/or sanitary sewer or roadways and/or highways to be exceeded, or create additional demand for public amenities or schools.

However, the site is physically unsuitable for a massage establishment use based on the environmental design of the site: no visibility into the site from the major arterial, Beach Blvd., which provides a greater opportunity for criminal element. The shopping center is concealed by a large building located along Beach Blvd., which blocks direct site into the center, and greatly hampers Police and Code Enforcement from easily conducting drive-by inspections from the street, as is typically done for massage establishments throughout the City. Moreover, the alleyway on the rear of the property allows for vehicles and pedestrians to enter and exit the site with little visibility from the Beach Blvd. This lack of visibility creates physical characteristics at the site that provides greater opportunity for criminal activity to occur, or lack of compliance with the municipal code, including easier evasion of City inspections. These physical characteristics at the site have facilitated the occurrence of criminal activity and municipal code violations due, in part, to the limited visibility from Beach Blvd. and the ability for a vehicle to enter and exit the rear of the site without being seen from the street.

The continuation of massage uses at this site would likely require a disproportionate draw on police and code enforcement resources, particularly because it is difficult for law enforcement and code enforcement to perform quick drive-by inspections due to the site characteristics. If a new massage establishment were allowed to locate at the proposed site, law enforcement and code enforcement staff would have to undertake more onerous and frequent site inspections. For these reasons, this site is not an appropriate location for the proposed massage establishment, and this finding cannot be made.

- E. The site is unsuitable for the use as operated. The site is developed in a manner where there is low visibility from the street, with a large central building located along Beach Blvd. blocking direct site into the center. In addition, the site may be accessed from an alleyway at the rear of the property, which allows vehicles and pedestrians to enter and exit the center without ever being visible from Beach Blvd. This lack of visibility and obscured access creates a physical characteristic to the site that provides greater opportunity for criminal activity to occur, or lack of compliance with the municipal code, as demonstrated by multiple massage establishments receiving multiple citations, and the significant level of calls for service from the sheriff's department. Further, this shopping

center is not suitable for a massage establishment due a continued perception that illicit massage establishments operate in this center. A new massage establishment may attract patrons familiar with the former massage establishments to seeking out illicit acts at this location. As such, the site is not suitable for a new massage establishment based primarily on the site characteristics and secondarily on the multiple violations identified from similar uses. Therefore, this finding cannot be made.

APPEAL – On October 1, 2018, Mr. Phan filed an appeal of the Planning Commission's decision to deny Conditional Use Permit C17-11 to the City Council. The basis of the appeal, stated by Mr. Phan and provided in Attachment B, can be summarized that the Appellant asserts that the denial was based on the location for the proposed massage establishment which is insufficient to serve as grounds for denial of the requested conditional use permit.

City Staff's Response to Appeal

1. The Appellant asserts that City staff made misrepresentations to the applicant when he submitted the CUP application, including telling the applicant that the property was zoned by right for massage establishments, massage establishments were an approved use in the location, and the applicant would be treated fairly.

City Response: The City staff maintains the same practices for each business inquiry: the use is identified, the zoning of the proposed property is checked to determine if the proposed use is permitted, not permitted, or conditionally permitted. If the use is determined to be conditionally permitted and subject to a CUP, staff would then check to see if there is an existing CUP on file that would match with the use. If no existing CUP is found, staff would walk the applicant through the CUP application process and associated fees. At that time, the interested party would be informed that a CUP application is a discretionary permit that is considered by the Planning Commission, and there is no guarantee that the application would be approved. Staff also informs the potential applicants that the site would be evaluated through the application processing and the evaluation would be inclusive of the history of activity or issues on the site. This was the same procedure that staff went through with the Appellant; therefore the Appellant was treated fairly and in the same manner as all other businesses that are interested in operating in the City and subject to a Conditional Use Permit. The applicant's submittal of the CUP application and coming before the Commission implies that the Appellant understood that the CUP process is a discretionary process and that the Planning Commission had the ability to deny the application.

2. The Appellant also asserts that if the City intended to deny the application, then the City should not have accepted the application, or made the Appellant pay the fee in the first place.

City Response: The acceptance of an application and the associated fee is to process the application and to recover the costs associated with the staff time to process the application. Staff must review the application for code compliance, obtain input from outside departments and agencies, evaluate whether the findings for the application could be met,

develop a staff recommendation based on the research and evaluation conducted, and produce the agenda reports and items for consideration. The fee is a cost recovery mechanism for the staff time associated with the evaluation of the application. In addition, City staff does not have the authority to approve or deny the application, so if staff were to deny the Appellant the ability to apply for the CUP, staff would be violating the municipal code, and the Appellant's right to apply for consideration.

The zoning permits massage establishments, subject to a CUP. In other words, massage establishments are not permitted by right at this location. The CUP ensures, among other things, that the use is compatible at the specific site per Section 20.550.060 of the SMC. In addition, the massage establishment use is not considered "approved" until evaluated by the review authority, and the review authority makes a decision to approve the conditional use permit. The discretionary review of the Planning Commission is based on findings clearly identified in the municipal code. The Planning Commission reviewed the agenda materials provided by staff and determined that at least one of the findings was not be able to be made, therefore, the CUP was denied. This followed the same procedures as all other CUP applications.

3. The Appellant asserts that the representations made by city staff caused him to enter into a long term lease agreement.

City Response: The decision to enter into the lease without approval of the conditional use permit was made independently by the Appellant, and the applicant is responsible for the actions regarding the signing of the lease. Additionally, the findings for approval of a conditional use permit as provided in Section 20.550.060 of the Stanton Municipal Code does not consider the financial obligation of the applicant as a cause for approval of the application.

4. The Appellant asserts that the Planning Commission's decision to deny the requested conditional use permit was based on the location of the massage establishment and complaints of other businesses in the shopping center, and not the Appellant's operating history within the City.

City Response: The required findings for the conditional use permit per the SMC are, among other things, regarding site suitability and characteristics. As noted above, the site's physical characteristics have been determined to be conducive to facilitating criminal activity and municipal code violations. The Appellant's history of operating massage establishments in violation of the municipal code were presented as part of the staff report to the Planning Commission and in this Council staff report to demonstrate that site characteristics may lend to opportunities for the Appellant to violate the municipal code if the CUP was approved for the proposed location. It is the Massage Establishment License, which is the second step in the process to being able to operate a massage establishment in Stanton, which is used to determine if the proposed operator will conduct business in an appropriate manner. As such, the decision by the Planning Commission, and all the findings evaluate whether the site itself is suitable for the operation of a massage establishment.

The information presented by City staff to the Planning Commission included information on how development characteristics of the site contributed to a greater opportunity for criminal activity to occur, or lack of compliance with the municipal code, as particularly related to massage establishment uses. This has been demonstrated by former massage establishments within this shopping center receiving multiple citations for various violations of the SMC. These massage establishments were able to operate at this site when State law did not allow cities to apply zoning law to massage establishments. As such, the former massage establishments that operated in this center were never evaluated for their appropriateness at the shopping site or for compatibility with surrounding uses. It was only after State law was revised so that cities could impose zoning regulations on massage establishments that the City required a CUP at this site.

With regard to the development of the site, the shopping center is developed in such a way that there is minimal visibility from the street, and the vast majority of the units do not have direct line of site visibility to the street due to the large two-story structure which sits in the middle of the shopping center. Further, the site has an alleyway on the rear of the property which would allow for vehicles and pedestrians to enter and exit the site with little visibility from the Beach Blvd. The use of the alley can provide access to other commercial centers and Cerritos Ave., providing multiple points of exit from the property to avoid being detected.

The SMC requires specific findings be made in order to approve a conditional use permit. These findings require that a use be consistent with the Goals and Policies of the General Plan and be a conditionally permitted use within the district the use is proposed to be located. The findings also address the suitability of the use's location, compatibility with surrounding uses, how the use would be operated, and whether the use would be detrimental to neighboring properties and people. In order to deny the conditional use permit, the Planning Commission only needed to determine that only one of the findings could not be met. In this case, the Planning Commission determined the proposed use did not meet four of the five required findings. The decision to deny the conditional use permit was not solely based on the location but was also based on the evaluation of the proposed business, the site characteristics, the surrounding uses, and the history of the site.

5. The Appellant states that there was no evidence of service calls received by the Sheriff's Department that were related to massage establishments at the subject location.

City Response: When reviewing the application for the requested CUP, staff requested comments from other departments, including Orange County Sheriff's Department and Code Enforcement Division. The Sheriff's Department reported that dozens of calls for service were received for the subject shopping center, and a number were related to former massage establishments operating in that center. One of the calls for a former massage establishment related to prostitution allegations.

In regard to the assertion that there was no direct evidence presented that any calls for service received involved any of the businesses formerly operated by the Appellant, the

Appellant has operated a massage establishment in this shopping center which has a history calls for service and citations for municipal code violations. Further, the Appellant's massage establishments operating elsewhere in the City have received administrative citations for Municipal Code violations. Notwithstanding the foregoing, the City's findings are based foremost on the site's characteristics that create opportunities for criminal activity and municipal code violations to occur due to lack of visibility from the street, and the ability for a vehicle to enter and exit the rear of the site without being seen from the street which makes the site unsuitable for the proposed use.

6. The Appellant also addressed the issue that the staff report presented to the Planning Commission only took into consideration the operating characteristics of previous business owners and not of the Appellant himself.

City response: Although the staff report included operating history of both the Appellant and the previous massage business owners, the CUP does not look at the applicant; rather the CUP primarily focuses on whether the site is suitable for the proposed use. The findings of the CUP could not be met based, foremost, on the physical characteristics of the site. This is due, in part, because a large building located along Beach Blvd. blocks direct site into the center and is accessible from a rear alleyway, which provides for vehicles and pedestrians to enter and exit the site with little visibility from the Beach Blvd. This lack of visibility creates a physical characteristic to the site that provides greater opportunity for criminal activity to occur, or lack of compliance with the municipal code, as demonstrated by numerous, former massage establishments receiving multiple citations at the subject site and throughout the subject shopping center. The City noted that the previous massage establishments' violations of the law as evidence that the site's physical characteristics can facilitate violations of law. Moreover, the former massage establishments' operating characteristics were noted to demonstrate that this center has a history of non-compliant massage operations, and it is the public interest to allow some time to lapse before allowing a new massage operator to operator at this site.

7. The Appellant further asserts that the staff report did not allege that his paperwork was not in order or that the documents submitted did not meet the standards set by the City for the applicant to operate a massage establishment or that he would not be an excellent candidate to have a CUP granted.

The paperwork was in order for the processing of the massage establishment request but the required findings of approval do not take in to consideration the merits of an applicant's paperwork. Although the paperwork submitted met the standards to proceed to the hearing, the massage establishment was determined to not be an appropriate use for the particular location, which is one of the required findings. CUPs are evaluated, in part, on whether the land use is compatible with others in the vicinity, and in this case, a massage establishment was determined to be incompatible with the surrounding land uses due to the site characteristics discussed above. Based primarily on the site characteristics and secondarily on the multiple violations identified from similar uses, the finding for a CUP could not be made.

The Appellant has not provided any evidence to dispute the City's findings for denying the conditional use permit as part of the appeal letter. As not *all* of the findings required to approve the request for a conditional use permit could be made, the City is unable to approve the request to operate a new massage establishment at this location.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the California Environmental Quality Act (CEQA) this project has been determined to be categorically exempt under Section 15301(Existing Facilities).

PUBLIC NOTIFICATION:

Notice of Public Hearing was mailed to all property owners within a five hundred-foot radius of the subject property, posted at three public places, and made public through the agenda-posting process.

STRATEGIC PLAN:

1 – Provide a Safe Community

Prepared by,



Rose Rivera
Associate Planner

Reviewed by,



Kelly Hart
Community & Economic
Development Director

Approved by,



Robert W. Hall
Interim City Manager

ATTACHMENTS

- A. City Council Resolution No. 2018-44 for upholding denial of C17-11
- B. Letter of Appeal from Business Owner (dated September 26, 2018)
- C. Planning Commission staff report and attachments (dated September 19, 2018)

RESOLUTION NO. 2018-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA UPHOLDING THE PLANNING COMMISSION'S DENIAL OF CONDITIONAL USE PERMIT C17-11, A REQUEST TO ALLOW FOR THE OPERATION OF A NEW MASSAGE ESTABLISHMENT FOR THE PROPERTY LOCATED AT 10450 BEACH BOULEVARD #105 IN THE CG (COMMERCIAL GENERAL) ZONE

WHEREAS, on December 21, 2017, Applicant Dien Chu Phan (Bonzai Massage) submitted an application for a Conditional Use Permit to operate a new massage establishment in the City of Stanton; and

WHEREAS, on September 19, 2018, the Planning Commission of the City of Stanton, after giving notice thereof as required by law, held a public hearing concerning the requested conditional use permit to allow for the operation of a massage establishment within an 855 square foot unit located in a commercial shopping center at 10450 Beach Boulevard, Suite 105 in the CG (Commercial General) zone; and

WHEREAS, said Commission, after due consideration of all reports and testimony at said hearing, adopted Planning Commission Resolution No. 2464 denying Conditional Use Permit C17-11; and

WHEREAS, on October 1, 2018, Dien Chu Phan submitted an appeal of the Planning Commission decision to the City Council, asking for consideration for approval of C17-11; and

WHEREAS, on November 13, 2018, the City Council held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning the appeal; and.

WHEREAS, the Council has carefully considered all pertinent testimony and information contained in the staff report prepared for this appeal as presented at the public hearing; and

WHEREAS, all legal prerequisites have occurred prior to the adoption of this resolution.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON DOES HEREBY FIND:

SECTION 1: Recitals. The City Council hereby finds that all of the facts, findings and conclusions set forth above in this resolution are true and correct.

SECTION 2: CEQA. Based upon the environmental form the City Council exercises its independent judgment and finds that the project, as conditioned hereby, is categorically exempt from environmental review under the California Environmental Quality Act,

Section 15301 (Existing Facilities) because the project involves the operation of a new massage establishment within in an existing building.

SECTION 3: Findings. That in accordance with the findings as set forth in Section 20.550.060 of the Stanton Municipal Code:

- A. Approval of the proposed conditional use permit (CUP) would be inconsistent with the General Plan goals and strategies.

Foremost, this finding could not be met since Strategy LU-1.1.2 of the General Plan is to "ensure adjacent land uses are compatible with one another," and Goal LU-6-1 is to "ensure compliance with the City's land use code to improve the overall character of Stanton's neighborhoods." The proposed massage establishment would be located within an existing shopping center, which is directly adjacent to multifamily housing units and various commercial uses including restaurants, retail stores, and personal service businesses. The site's physical characteristics create opportunities for criminal activity and municipal code violations, particularly for a massage establishment type of use. Specifically, the subject site is set far off of Beach Boulevard and is configured in such a way that does not allow visibility into the shopping center from the street. The shopping center is concealed by a large building located along Beach Blvd., which blocks direct site into the center, and hampers Police and Code Enforcement from easily conducting drive-by inspections from the street, as is typically done for massage establishments throughout the City. Moreover, the alleyway on the rear of the property allows for vehicles and pedestrians to enter and exit the site with little visibility from the Beach Blvd. This lack of visibility creates a physical characteristic to the site that provides greater opportunity for criminal activity to occur, or lack of compliance with the municipal code, such as a greater opportunity for evasion of City inspections. Massage establishment uses at this site raise a particular concern because those uses have been known to have law and code enforcement issues within the City.

These site characteristics have created opportunities for criminal activity to occur, as demonstrated by the significant calls for service received by the sheriff's department. In the last year, the sheriff's department received dozens of calls for service for the subject shopping center. Additionally, the City is aware that all of the massage establishment that formerly operated in this center have violated various municipal codes including not having licensed therapists on-site during operations and evidence of condoms in an establishment. The development of the site, with minimal visibility from the street, and the vast majority of the units not having direct line of site visibility to the street, along with a large two-story structure sitting in the middle of the shopping center, directly on Beach Blvd., has developed a center with significant municipal code violations and criminal activity, particularly within massage establishments. Taken as a whole, the center's site characteristics are not appropriate or conducive to ensure that a massage business may be operated in compliance with the municipal code at this

particular location, and therefore, such use would not be compatible with surrounding uses and would not improve this neighborhood.

Secondarily, the proposed use would also be inconsistent with General Plan Strategy LU-1.1.2 of the General Plan and Goal LU-6-1 is to "ensure compliance with the City's land use code to improve the overall character of Stanton's neighborhoods," since the center has housed four other massage establishments known to violate the Stanton Municipal Code. The City is aware that these four former massage establishments were advertised on websites like Backpage, which advertise illicit sexual acts at massage establishments. Violations at the former massage establishments included: the use of massage therapists who did not have proper certification from the State, the use of contract employees who operated without City issued business licenses and lack of a manager onsite, and facilitation of illicit sexual activity, including one operation having a condom in a massage room. Those violations have contributed to a perception that unlawful massage businesses operate at the shopping center, which affects surrounding property uses and the neighborhood. Until the perception ceases that unlawful massage businesses operate at the site, a massage use will neither be compatible with surrounding land uses nor will it improve the character of the neighborhood. Moreover, the applicant has previously operated massage establishments in Stanton which were found to be in violation, and has been cited for violations of the Stanton Municipal Code. Because the operator has a pattern of operating massage establishments that do not fully comply with the City's Code, there is a greater possibility that the proposed establishment will not fully operate in compliance with the City's Code at this site, which could negatively affect surrounding uses.

As such, the specific location of the proposed massage establishment would neither be compatible with surrounding land uses nor would it be improve the overall character of this neighborhood because of the site's specific design characteristics coupled with a negative perception relating to massage establishments at this site. Therefore, the General Plan's goals and strategies cannot be met in this instance, and the finding that that the use is compatible with the General Plan cannot be made.

- B. The proposed use is allowed within the applicable zone and complies with all other applicable provisions of this Zoning Code and the Municipal Code. The subject property is located within the CG (Commercial General) zone. Per Ordinance No. 1032, under Section 20.215.020(C), Table 2-5 of the Stanton Municipal Code (SMC), massage establishments are a permitted use in the CG zone subject to approval of a CUP. However, as the use is subject to a CUP, the City must make *all* the findings required in order to approve the CUP, and the inability to make even one required finding requires that the City deny the requested permit.

- C. The operating characteristics of the proposed activity would be incompatible with the existing and future land uses in the vicinity. The site is located near the corner of Beach Boulevard and Cerritos Avenue with existing adjacent uses including multifamily dwelling, commercial uses including restaurants, retail shops, and personal and professional services. The site is configured in such a way that does not allow visibility into the shopping center from the street. The shopping center is concealed by a large building located along Beach Blvd., which blocks direct site into the center, and greatly hampers Police and Code Enforcement from easily conducting drive-by inspections from the street, as is typically done for massage establishments throughout the City. The alleyway on the rear of the property allows for vehicles and pedestrians to enter and exit the site with little visibility from the Beach Blvd. This lack of visibility creates a physical characteristic to the site that provides greater opportunity for criminal activity to occur, or lack of compliance with the municipal code.

Moreover, based on City inspections of massage establishments within this shopping center, the previous massage establishments have a demonstrated history of operating in violation of Stanton Municipal Code which include the use of massage therapists who did not have proper certification from the State, the use of contract employees who operated without City issued business licenses and lack of a manager onsite, and facilitation of illicit sexual activity, including the discovery of a condom within a massage room of one of the former massage businesses. The prevalence of municipal code violations at this site can be attributed, in part, to the physical characteristics of the site. The limited visibility into the site along with the rear alleyway which offers vehicles and pedestrians access to and from the site without being seen from the main street makes the site unsuitable for a new massage business. As such, based primarily on the site characteristics and secondarily on the multiple violations identified from similar uses, the operation of a proposed massage business is not compatible at this particular site or compatible with the existing and future land uses in this vicinity. Therefore, this finding cannot be made.

- D. The site is physically unsuitable in terms of its design, location, shape, size, and operating characteristics of the proposed use. The subject property is located on the east side of Beach Boulevard, approximately 150 feet north of Cerritos Avenue and is served by two driveways along Beach Boulevard. On-site circulation features include drive aisles which comply with current development standards. The operation of a massage establishment would not be expected to negatively impact pedestrian or vehicular safety on or near the site, impede emergency vehicle access to the site or properties near the site, negatively impact fire safety service levels in the community, cause the capacity of public infrastructure, such as water, storm and/or sanitary sewer or roadways and/or highways to be exceeded, or create additional demand for public amenities or schools.

However, the site is physically unsuitable for a massage establishment use based on the environmental design of the site: no visibility into the site from the major arterial, Beach Blvd., which provides a greater opportunity for criminal element. The shopping center is concealed by a large building located along Beach Blvd., which blocks direct site into the center, and greatly hampers Police and Code Enforcement from easily conducting drive-by inspections from the street, as is typically done for massage establishments throughout the City. Moreover, the alleyway on the rear of the property allows for vehicles and pedestrians to enter and exit the site with little visibility from the Beach Blvd. This lack of visibility creates physical characteristics at the site that provides greater opportunity for criminal activity to occur, or lack of compliance with the municipal code, including easier evasion of City inspections. These physical characteristics at the site have facilitated the occurrence of criminal activity and municipal code violations due, in part, to the limited visibility from Beach Blvd. and the ability for a vehicle to enter and exit the rear of the site without being seen from the street.

The continuation of massage uses at this site would likely require a disproportionate draw on police and code enforcement resources, particularly because it is difficult for law enforcement and code enforcement to perform quick drive-by inspections due to the site characteristics. If a new massage establishment were allowed to locate at the proposed site, law enforcement and code enforcement staff would have to undertake more onerous and frequent site inspections. For these reasons, this site is not an appropriate location for the proposed massage establishment, and this finding cannot be made.

- E. The site is unsuitable for the use as operated. The site is developed in a manner where there is low visibility from the street, with a large central building located along Beach Blvd. blocking direct site into the center. In addition, the site may be accessed from an alleyway at the rear of the property, which allows vehicles and pedestrians to enter and exit the center without ever being visible from Beach Blvd. This lack of visibility and obscured access creates a physical characteristic to the site that provides greater opportunity for criminal activity to occur, or lack of compliance with the municipal code, as demonstrated by multiple massage establishments receiving multiple citations, and the significant level of calls for service from the sheriff's department. Further, this shopping center is not suitable for a massage establishment due a continued perception that illicit massage establishments operate in this center. A new massage establishment may attract patrons familiar with the former massage establishments to seeking out illicit acts at this location. As such, the site is not suitable for a new massage establishment based primarily on the site characteristics and secondarily on the multiple violations identified from similar uses. Therefore, this finding cannot be made.

SECTION 4: Denial of Appeal. That based upon the above findings and on the entirety of the record including the staff report, written and oral testimony, and this Resolution, the City Council hereby upholds the Planning Commission's denial of

Conditional Use Permit C17-11 to allow for the operation of a massage establishment at 10450 Beach Boulevard #105, in the CG (Commercial General) and the General Mixed Use Overlay and denies Appellant's appeal.

SECTION 5: Severability. If any provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected by such invalidity, and the provisions of this Resolution are severable.

SECTION 6: Custodian and Location of Records. The documents and materials associated with this Resolution that constitute the record of proceedings on which these findings are based are located at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680. The Community Development Director is the custodian of the record of proceedings.

SECTION 7: Certification. The City Clerk shall certify to the adoption of this Resolution and cause a copy to be transmitted to the City Clerk.

ADOPTED, SIGNED AND APPROVED by the City Council of the City of Stanton at a regular meeting held on November 13, 2018 by the following vote, to wit:

DAVID J. SHAWVER, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY
ATTEST:

I, PATRICIA A. VAZQUEZ, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2018-44 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on November 13, 2018, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK



CITY OF STANTON
APPEAL FORM AND HANDOUT
City Clerk's Office
7800 Katella Avenue, Stanton, CA 90680
Phone: (714) 379-9222 Fax: (714) 890-1443

CITY OF STANTON

OCT - 1 2018

FOR OFFICE USE
ONLY

CITY CLERK'S OFFICE

(DATE STAMP)

An appeal shall be filed within ten (10) calendar days after the final action of the Planning Commission.

APPEAL OF: ☒ Planning Commission Decision (\$1,235 fee) ☐ Other: _____ (\$1,235 fee)

Type of Permit (example: Conditional Use Permit): CONDITIONAL USE PERMIT Permit Number: C17-11

Address of Project: 10450 BEACH BLVD SUITE 105 Decision Date: 9/19/18

APPELLANT INFORMATION

Name of Applicant (Appellant): DIEM CHU PHAN

Mailing Address: _____

Telephone Number: _____ Email: _____

In what capacity is the appellant filing? ☐ Recorded Property Owner ☐ Interested Party ☒ Effected Party

PROPERTY OWNER INFORMATION (IF KNOWN)

Name of Property Owner: STEVEN CUKOTYNSKI

Mailing Address: _____

Telephone Number: _____ Email: _____

Describe what portion(s) of the decision you are appealing: ENTIRE DECISION TO DENY
APPLICATION FOR A CONDITIONAL USE PERMIT
SEE ATTACHED

Describe the Purpose for Your Appeal (be specific): OVERTURN PLANNING COMMISSION
WRONGFUL DENIAL OF APPLICATION FOR A CONDITIONAL
USE PERMIT (SEE ATTACHED)

APPLICANT CERTIFICATION:

I hereby certify that all information contained in this application is, to the best of my knowledge, true and correct. FALSE OR MISLEADING INFORMATION GIVEN IN THIS APPLICATION SHALL BE GROUNDS FOR DENYING APPLICATION. I hereby grant the City authority to post required public notices.

Signature: _____ Date: 9/24/2018

ATTACHMENT TO THE APPEAL OF THE PLANNING
DIVISION DECISION ON 9/19/2018
CONDITONAL USE PERMIT C17-11

September 26, 2018

City of Stanton
City Clerk's Office
7800 Katella Ave
Stanton, CA 90680

RE: Appeal of Planning Commission Decision Dated 9/19/2018
Massage Establishment License – MEL 17-08
Spa & Massage located at 10450 Beach Blvd, Suite 105, Stanton, CA

Dear City Clerk:

I am hereby appealing by this letter the decision of the City of Stanton Planning Commission dated September 19, 2018 in which they denied my application for a Conditional Use Permit to operate a massage and spa at 10450 Beach Blvd, Suite 105, Stanton, (referred to herein as the "SPA")

I am the applicant and when I originally applied for the Conditional Use Permit ("CUP") to operate the SPA, I was not told that the City of Stanton had no intention of ever allowing me to operate a massage and spa business at 10450 Beach Blvd, Suite 105, Stanton, CA. ("subject location") I was led to believe by representatives of the City of Stanton that the subject location was zoned properly to allow someone such as myself to operate a massage and spa business. I was also led to believe by representatives of the City of Stanton when I submitted the Application for the CUP for the subject location was that it was an approved use. I was also led to believe that I would be treated equally as any other business owner wishing to do business in the City of Stanton at the subject location. Therefore based upon all of these and other representations by the representatives of the City of Stanton, I decided to expend a great deal of time, effort and money to submit the Application for the CUP to operate the massage and spa business at the subject location. It was much to my surprise to learn at the hearing of the City of Stanton Planning Commission on September 19, 2018 that all of the representations made to me were not true.

I have successfully operated massage and spa businesses at other locations in the City of Stanton and have always done so within the rules and regulations set forth in the Stanton Municipal Code. I have always tried to be in compliance within all of the rules and ordinances of the City of Stanton and with the laws of the State of California. The massage and spa businesses that I have operated here in the City of Stanton and elsewhere, I have always worked closely with the staff of the City of Stanton and the other cities to provide the best possible spa experience to its customers.

I am proud to be a law abiding citizen and I am hopeful that I will be given the opportunity to operate a massage and spa establishment in the City of Stanton at the subject location and be a contributing member of the business community.

I must say that I never thought that I could possibly be denied a CUP at the subject location due to what other individuals and massage businesses may have done. The extensive report prepared by City of Stanton Staff does not state anywhere that my paperwork was not in order, or that I would not be an excellent candidate to get a CUP, or that the documents that I submitted did not meet the standards set by the City of Stanton to operate a massage and spa business at the subject location. In fact it was admitted by all representatives of the City of Stanton at the hearing before the City of Stanton Planning Commission on September 19, 2018, the reason they were urging the denial of my application for a CUP for the subject location had absolutely nothing to do with me or my paperwork or the fact that I would operate it as a successful and law abiding business.

In fact the denial of my application for a CUP was due only because of the location itself and other general complaints of other businesses in area. However, the City of Stanton had previously allowed other massage businesses, unrelated to me, to obtain CUP to operate massage and spa businesses. The Staff claim that the City of Stanton Sheriff received many phone calls but there was no evidence in the Staff Report or presented by the speakers at the Planning Commission Hearing that any of those phone calls were due to the operation of any prior massage establishment at or near the subject location. **NONE OF THE PHONE CALLS INVOLVED MY OPERATION OF ANY BUSINESS IN THE CITY OF STANTON.** Furthermore, there was no written documentation submitted in the Staff Report that there were in fact that many telephone calls or what they in fact related to. The same is true when the Staff suggested there were complaints by the neighbors, but no one showed up at the Planning Commission Hearing nor was there any supporting documentation from any person who objected or complained about my application for a CUP at the subject location.

There was absolutely no evidence submitted by any third party, either verbally or in writing that in any way objected to my doing a spa a massage business at the subject location. There was absolute no evidence submitted by anyone, include the City of Stanton Staff, that I would not be a proper candidate for a CUP at the subject location.

The Staff report improperly points to previous owners, at the subject shopping center, but **NOTHING** about me or how I will operate my massage and spa business in a law abiding manner. I clearly relied on the representations made to me by the representatives of the City of Stanton at the time I submitted my application for a CUP at the subject location. If the City of Stanton had no intention of allowing me or anyone to operate a massage and spa at the subject location then they never should have made those representations to me and never should have

taken the substantial fee for the CUP or allowed me to further suffer financially by making improvements to the location and causing me to enter into a long term lease and cause me to pay rent every month.

Therefore, I am asking you to grant my Application For Conditional Use Permit to allow me to operate my business because it will allow me to make money to support my family and provide jobs to professional massage therapists. I have suffered through the bad economy over the last few years but I have still worked hard to support my family and provided a quality place for other individuals to work and provide for their families. Now that the economy is getting better, although it is still a financial struggle, I would like to be able to operate my massage therapy business and be an upstanding and productive member of the business community here in the City of Stanton. I would be devastated financially, due to the substantial monies I have had to expend, if I am not allowed to operate my spa and massage business at the subject location.

I am hopeful that you will approve my Application For A CUP at 10450 Beach Blvd; Suite 105, Stanton, CA and grant my appeal. Thank you for your courtesy and consideration in this matter.



CITY OF STANTON REPORT TO THE PLANNING COMMISSION

TO: Chairperson and Members of the Planning Commission

DATE: September 19, 2018

SUBJECT: PUBLIC HEARING TO CONSIDER A CONDITIONAL USE PERMIT C17-11 FOR THE OPERATION OF A MASSAGE ESTABLISHMENT LOCATED AT 10450 BEACH BOULEVARD, SUITE 105.

RECOMMENDED ACTION

That the Planning Commission:

- Conduct a public hearing;
- Declare that the project is categorically exempt per the California Environmental Quality Act (CEQA), under Section 15301 (Existing Facilities); and
- Adopt Resolution No. 2464 denying Conditional Use Permit C17-11.

BACKGROUND

The Applicant, Dien Chu Phan, owner of Bonzai Massage, is requesting approval of a Conditional Use Permit to allow for the operation of a new massage business. The Applicant proposes to establish a new massage business at at 10450 Beach Boulevard, Suite 105, near the northeast corner of Beach Boulevard and Cerritos Avenue. The proposal requires approval of the following:

- Conditional Use Permit (C17-11) – The reference to massage establishments per Ordinance No. 1032, Table 2-5 in Section 20.215.020 of the SMC requires a Conditional Use Permit for the use within the CG (Commercial General) zone as well as a Massage Establishment License per the requirements of Section 5.16 *Business Licenses and Regulations; Massage Establishments* of the SMC.

ANALYSIS/JUSTIFICATION

PROJECT LOCATION/DESCRIPTION -- The subject property is located at 10450 Beach Boulevard, Suite 105, a 1.5 acre parcel located near the northeast corner of Beach Boulevard and Cerritos Avenue. The subject property formerly housed Purple Rain massage establishment, which closed down in 2017. Moreover, the larger shopping center, C & S Plaza, is home to a number of businesses including a nail salon, a restaurant, and various retail uses. Four massage establishments were previously located in shopping center, but all closed down in 2017.

The site is located in the CG (Commercial General) zone and carries a General Plan land use designation of General Commercial. Surrounding zoning and uses include a U.S. Post Office and retail and restaurant uses in the CG (Commercial General) zone to the north, a convenience store and various restaurants in the CG Zone to the south, Continental Garden Apartments in the RH (High Density Residential) zone to the east and the Indoor Swap Meet in the CG zone to the west.

OPERATIONS -- The business is proposed to operate in an 855 square foot unit with four private massage rooms, a waiting area, an office/employee lounge, and unisex restroom. Bonzai Massage proposes to be open daily between the hours of 9 a.m. to 10 p.m.

CITY INSPECTION HISTORY - The shopping center, including the proposed unit, has previously been home to four massage establishments, all of which had demonstrated patterns of violating provisions of the Stanton Municipal Code governing massage establishments. Previous violations found in the massage establishment operating in the subject unit include: the use of massage therapists who did not have proper certification from the State, the use of contract employees who operated without City-issued business licenses and lack of a manager onsite.

Violations found in former massage establishments in the adjacent units within the shopping center include: the use of massage therapists who did not have proper certification from the State, the use of contract employees who operated without City issued business licenses, lack of a manager onsite and facilitation of illicit sexual activity as evidenced by a condom found in a massage room during a City inspection.

The applicant has previously operated six additional massage establishments in Stanton: Lila Spa, Massage Avenue, Red Rose Massage, Darling Massage, Aroma Spa, and Petite Spa. As the operator, the applicant was found to be in violation and cited for infractions of the Stanton Municipal Code at other massage establishments in Stanton including: the massage establishment operating outside of the operating hours of 9 a.m. to 10 p.m. as specified by the Stanton Municipal Code; the use of massage therapists who do not have proper certification from the State, the use of contract employees who were operating without City issued business licenses and lack of a manager onsite.

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Stanton Municipal Code Section 20.550.060 (B) requires specific findings be made prior to approval of a Conditional Use Permit. These findings require that a use be consistent with the Goals and Policies of the General Plan and be a conditionally permitted use within the district the use is proposed to be located. The findings also address the suitability of the use's location, compatibility with surrounding uses, how the use would be operated, and whether the use would be detrimental to neighboring properties and people. In order to approve a Conditional Use Permit, all of the required findings must be met. However, in order to deny the Conditional Use Permit, the Planning Commission would need to determine that only one of the findings could not be met.

Upon evaluation of the proposed business, the location of the business, surrounding uses, and the history of the site, it has been determined that several of the required findings could not be made. Specifically, there is a history of SMC violations of the four previous massage establishments within the shopping center as every establishment has had a significant history of violations of the municipal code, including the observance of sexual paraphernalia on-site at a number of the establishments. The site is also developed in a manner where there is low visibility from the street, with a large central building located along Beach Blvd. blocking direct site into the center. This lack of visibility creates a physical characteristic to the site that provides greater opportunity for criminal activity to occur, or lack of compliance with the municipal code, as demonstrated by multiple massage establishments receiving multiple citations. Further, this shopping center is not suitable for a massage establishment due to the notoriety instituted by former massage establishments as a place for illicit activities to take place. With this history of activities occurring at former massage establishments, it may attract patrons seeking out illicit acts to this location.

In regards to the specific findings that could not be made, the following are the required findings as identified in Section 20.550.060(B) of the SMC for consideration of a conditional use permit, and the justification for failure to meet each finding:

- A. Approval of the proposed Conditional Use Permit (CUP) would be inconsistent with the following General Plan goals and strategies:

Strategy LU-1.1.2 of the General Plan is to "ensure adjacent land uses are compatible with one another." The proposed massage establishment would be located in a store front unit within an existing shopping center, C & S Plaza. The site is directly adjacent to multifamily housing units to the east and commercial uses including restaurants, retail stores, and personal service businesses to the north, south and west.

The subject shopping center, including the proposed unit, has previously been home to former massage establishments that have demonstrated patterns of violating provisions of the Stanton Municipal Code governing massage establishments. Those violations have contributed to the shopping center being known for illicit activity, particularly relating to massage businesses, which affects surrounding property uses. Allowing an additional massage establishment to be

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located at the subject site in the subject center, at this time, would be inconsistent with Strategy LU-1.1.2 of the General Plan because of the possible perception that the proposed massage establishment would also allow illicit activity, like the former massage establishments in the center, which would negatively affect surrounding property uses.

Violations found in the subject unit include: the use of massage therapists who did not have proper certification from the State, the use of contract employees who operated without City issued business licenses and lack of a manager onsite. Violations found in former massage establishments in the adjacent units within the shopping center include: the use of massage therapists who did not have proper certification from the State, the use of contract employees who operated without City issued business licenses, lack of a manager onsite and facilitation of illicit sexual activity as evidenced by a condom found in a massage room during a City inspection. The use of massage technicians who do not have valid State-certification directly and negatively impacts the health, safety, and welfare of the community and residents who use the business' services. Without a State-certification, it is unknown whether the massage therapist has the proper education to provide massage services to customers or is otherwise in good standing with the State, which regulates massage technicians. Sexual related paraphernalia within a massage establishment is strictly prohibited by the City and its Code.

Since the previous massage establishments have been closed, the City has endeavored to help create an environment at the center so that it is not known for illegal activity. The surrounding businesses nearby appear to be legal uses and operations, and there is a likelihood that locating a new massage business in the center would revive an environment or appearance that the center is reverting to illegal activity. As such, because of the poor operation of the former massages establishments, the subject site is not compatible with the legally operated and established surrounding businesses and residential neighborhood.

Moreover, according to business license records, the applicant, Dien Chu Phan, has previously operated six additional massage establishments in Stanton: Lila Spa, Massage Avenue, Red Rose Massage, Darling Massage, Aroma Spa, and Petite Spa. As the operator of those establishments, the applicant was found to be in violation and cited for violations of the Stanton Municipal Code at most of the sites including: a massage establishment operating outside of the operating hours of 9 a.m. to 10 p.m. as specified by the Stanton Municipal Code; the use of massage therapists who do not have proper certification from the State, the use of contract employees who were operating without City issued business licenses and lack of a manager onsite. Because the operator has a pattern of operating massage establishments that do not fully comply with the City's Code, there is a greater likelihood that the proposed establishment will not fully operate in compliance with the City's Code at this site, which could negatively affect surrounding uses.

Further, Goal LU-6-1 of the City's General Plan is to "ensure compliance with the City's land use code to improve the overall character of Stanton's neighborhoods." Here, the Planning Department requested comments from other City Departments during the application review process for the requested CUP. The Orange County Sheriff's Department and Code Enforcement Division do not support approval of the proposed massage establishment based on the history of code violations relating to massage establishments at the subject location and the subject center. The number of violations that have occurred at the former massage establishments located in the shopping center has shown a general lack of oversight in ensuring that massage establishments operate in accordance with the SMC at this center. Because there is a demonstrated practice and pattern of unlawfully-operated massage establishments at the site and this center, the surrounding neighborhoods, including residential homes, and lawfully operating businesses, suffer.

Additionally, the site's physical characteristics create opportunities for criminal activity and municipal code violations to occur due to lack of visibility from the street, and the ability for a vehicle to enter and exit the rear of the site without being seen from the street. Specifically, the subject site is set far off of Beach Boulevard. These site access characteristics have created opportunities for criminal activity to occur demonstrated by the significant calls for service received by the sheriff's department. In the last year, the sheriff's department received over 200 calls for service for the subject shopping center. In addition, all of the massage establishment that have formerly operated in this center have violated municipal code violations including not having licensed therapists on-site during operations, and providing opportunities for illicit activity to occur by evidence of condoms found at the site, and solicitation of sexual activity. The development of the site, with minimal visibility from the street, and the vast majority of the units not having direct line of site visibility to the street, along with a large two-story structure sitting in the middle of the shopping center, directly on Beach Blvd., has developed a center with significant municipal code violations and criminal activity. All of the previous massage parlors within the center have been in significant violation of the municipal code and demonstrate that the site characteristics of the center are not appropriate or conducive to ensure that massage businesses are operated in compliance with the municipal code.

- B. The proposed use is allowed within the applicable zone. The subject property is located within the CG (Commercial General) zone. Per Ordinance No. 1032, under Section 20.215.020(C), Table 2-5 of the Stanton Municipal Code (SMC), massage establishments are a permitted use in the CG zone subject to approval of a conditional use permit (CUP). As the use is subject to a CUP, the City must make *all* the findings required in order to approve the CUP, and the inability to make even one required finding requires that the City deny the requested permit.
- C. The operating characteristics of the proposed activity would be incompatible with the existing and future land uses in the vicinity. The subject property is located on the east side of Beach Boulevard, approximately 150 feet north of Cerritos

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Avenue. Existing adjacent uses including multifamily dwelling units to the east, commercial uses including restaurants, retail shops, and personal and professional services to the north, west and south. Based on City inspections of massage establishments within this shopping center, the previous massage establishments have a demonstrated history of operating in violation of Stanton Municipal Code provisions intended to protect the health, safety and welfare of all community. The previous massage establishment located in the subject unit allowed uncertified therapists to provide services to customers, which directly harms the health, safety, and welfare of the community. The State's certification of massage therapists ensures that the therapist has the required training to provide services, have paid their fees, and are in good standing. Massage therapists who do *not* have valid certification from the State may not provide massage services to customers. As such, the previous massage establishments in the shopping center that were not operating in compliance with State and Municipal Codes created an environment for illicit activity at this center. Allowing a new massage establishment at this location would be counter to the city's efforts to clean up this center and the perception that unlawful activity is allowed at massage establishments in this center.

Moreover, the applicant, who has previously operated six massage establishments in Stanton, has a demonstrated history of operating massage establishments in violation of the Stanton Municipal Code and State licensing requirements. Previous city inspections conducted at the Applicant's former massage establishments found violations including: operating outside of the operating hours of 9 a.m. to 10 p.m., as specified by the Stanton Municipal Code; the use of massage therapists who did not have proper certification from the State, the use of contract employees who were operating without City issued business licenses and lack of a manager onsite. Because the operator has a practice and pattern of operating establishments in violation of the City's Code, there is a likelihood that the proposed massage establishment will also be operated in the same manner. Such operational characteristics are incompatible with surrounding uses in the vicinity.

Finally, the site is configured in such a way that does not allow visibility into the shopping center from the street. The shopping center is concealed by a large building located along Beach Blvd. which blocks direct site into the center. The alleyway on the rear of the property allows for vehicles and pedestrians to enter and exit the site with little visibility from the Beach Blvd. This lack of visibility creates a physical characteristic to the site that provides greater opportunity for criminal activity to occur, or lack of compliance with the municipal code, as demonstrated by numerous, former massage establishments receiving multiple citations at the subject site and throughout the subject shopping center. As the site is not suitable for this type of use, based on the site characteristics and the multiple violations identified from similar uses, the findings for a CUP cannot be made, which means the use cannot be permitted in the zone.

- D. The site is physically unsuitable in terms of its design, location, shape, size, and operating characteristics of the proposed use. The subject property is located on the east side of Beach Boulevard, approximately 150 feet north of Cerritos Avenue and is served by two driveways along Beach Boulevard. On-site circulation features include drive aisles which comply with current development standards. The operation of a massage establishment would not be expected to negatively impact pedestrian or vehicular safety on or near the site, impede emergency vehicle access to the site or properties near the site, negatively impact fire safety service levels in the community, cause the capacity of public infrastructure, such as water, storm and/or sanitary sewer or roadways and/or highways to be exceeded, or create additional demand for public amenities or schools.

However, the site is physically unsuitable based on the environmental design of the site: no visibility into the site from the major arterial, Beach Blvd., which provides a greater opportunity for criminal element. According to the Orange County Sheriff's Department, the shopping center has one of the highest number of calls for service in the city. The shopping center is also bound by an alleyway on the east which can provide a place of concealment and escape routes for those seeking to flee enforcement, and enter and exit the site within little visibility from the main thoroughfare. With these site design factors, the site is not suitable for this use.

Additionally, previous massage establishments located in the subject shopping center have demonstrated patterns of violating applicable provisions of the Municipal Code, including the provisions of Section 20.400.190 *Massage Establishments*, which are intended to prevent illegal and illicit activity. For example, the previous establishment in the proposed unit allowed therapists without CAMTC certificates to provide services to customers, which directly harms the health, safety, and welfare of the community. Further, a former massage establishment located in the adjacent unit had its Conditional Use Permit revoked due to numerous violations of the SMC which included: Evidence that the massage establishment allowed or facilitated illicit sexual activity to occur on the premises, as evidenced by a condom found in the massage room during a City inspection. Sexually-related paraphernalia within a massage establishment is strictly prohibited by the City and its Code. The same massage establishment had failed to provide adequate supervision of the business by having the required manager on-site, which also harms its clients and the surrounding community. In addition, the applicant has a history of operating previous massage establishments in violation of State and Municipal Codes including employing unlicensed massage practitioners, operating the business outside of permitted operating hours, and lack of managers onsite. Previous massage establishments in the shopping center that were not operating in compliance with State and Municipal Codes created an environment for illicit activity at this center. Allowing a new massage establishment at this location would likely carry forth the perception that unlawful activity at massage establishments occur at the subject site.

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As noted, there has been a history of inadequate regulation over massage establishments in the shopping center. Continuation of massage uses in this center would likely require a disproportionate draw on police and code enforcement resources, particularly because it is difficult for law enforcement and code enforcement to perform quick drive-by inspections due to the site characteristics. If a new massage establishment were allowed to locate at the proposed site, law enforcement and code enforcement staff would have to undertake more onerous site inspections. For all these reasons, this site is not an appropriate location for the proposed massage establishment.

- E. The site is unsuitable for the use as operated. The site is developed in a manner where there is low visibility from the street, with a large central building located along Beach Blvd. blocking direct site into the center. In addition, the site may be accessed from an alleyway at the rear of the property, which allows vehicles and pedestrians to enter and exit the center without ever being visible from Beach Blvd. This lack of visibility and obscured access creates a physical characteristic to the site that provides greater opportunity for criminal activity to occur, or lack of compliance with the municipal code, as demonstrated by multiple massage establishments receiving multiple citations, and the significant level of calls for service from the sheriff's department. Further, this shopping center is not suitable for a massage establishment due to the notoriety instituted by former massage establishments as a place for illicit activities to take place. With this history of activities occurring at former massage establishments, it may attract patrons seeking out illicit acts at this location. As the site is not suitable for this type of use, based on the site characteristics and the multiple violations identified from similar uses, the findings for a CUP cannot be made, which means the use would not be permitted in the zone.

In addition to this massage establishment, the shopping center is also home to a restaurant, a nail salon, a hair salon and various retail uses. The site is located in the CG (Commercial General) zone and carries a General Plan land use designation of General Commercial. Surrounding zoning and uses include a U.S. Post Office and retail and restaurant uses in the CG (Commercial General) zone to the north, a convenience store and various restaurants in the CG Zone to the south, Continental Garden Apartments in the RH (High Density Residential) zone to the east and the Indoor Swap Meet in the CG zone to the west. Previous massage establishments operated at the subject site have a demonstrated pattern of violating applicable provisions of the Municipal Code, including the provisions of Section 20.400.190 *Massage Establishments*, which are intended to protect the health, safety and welfare of the community. For example, the proposed site has a history of allowing uncertified therapists to provide services to customers, which directly harms the health, safety, and welfare of the community. The State's certification of massage therapists ensures that the therapist has the required training to provide services, have paid their fees, and is in good standing. Massage therapists who do not have valid certification from the State may not provide massage services to customers. The City has an

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interest in ensuring that this shopping center is known for lawful operations. Locating a new massage establishment at the center is likely to be perceived as allowing unlawful massage operations, particularly for clients who have sought out this center in the past for illicit activity at former massage establishments. As such, the site is unsuitable for a new massage establishment.

Based on the evaluation of the proposed business, the site characteristics, the surrounding uses, and history of the site, staff is recommending the Planning Commission consider denial of the conditional use permit.

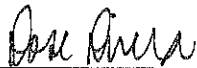
ENVIRONMENTAL IMPACT

In accordance with the requirements of the CEQA this project has been determined to be categorically exempt under Section 15301(Existing Facilities).

PUBLIC NOTIFICATION

Notice of Public Hearing was mailed to all property owners within a five hundred-foot radius of the subject property, posted at three public places, and made public through the regular agenda-posting process.

Prepared by,



Rose Rivera
Associate Planner

Approved by,



Kelly Hart
Community & Economic
Development Director

ATTACHMENTS

- A. Planning Commission Resolution No. 2464
- B. Vicinity Map
- C. Narrative
- D. Site and Floor Plans

RESOLUTION NO. 2464

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF STANTON, CALIFORNIA, DENYING CONDITIONAL USE PERMIT C17-11; A REQUEST TO ALLOW THE OPERATION OF A MASSAGE ESTABLISHMENT FOR THE PROPERTY LOCATED AT 10450 BEACH BOULEVARD, SUITE 105 IN THE CG (COMMERCIAL GENERAL) ZONE; SUBMITTED BY DIEN CHU PHAN (BONZAI MASSAGE)

WHEREAS, pursuant to Cal. Const. Art. XI, Sec. 7 and under the City's general police powers, the City of Stanton ("City") is empowered and charged with responsibility for the health, safety, and welfare of its citizens; and

WHEREAS, the City is authorized by State law, including, without limitation, Government Code Section 51030 *et seq.* and Business & Professions Code Section 16000 *et seq.* to regulate massage establishments; and

WHEREAS, in 2014, Governor Jerry Brown signed Assembly Bill 1147 (AB 1147), which restored local agencies' ability to impose reasonable zoning, business licensing, and health and safety requirements on massage establishments; and

WHEREAS, among other things, AB 1147 set forth the Legislature's intent that "broad control over land use in regulation of massage establishments be vested in local governments so that they may manage those establishments in the best interests of the individual community"; and

WHEREAS, in response to AB 1147, the City enacted a comprehensive and reasonable permitting scheme to regulate massage establishments in the City, as codified in Stanton Municipal Code Chapter 5.16 and Section 20.400.190. The City's regulatory scheme requires a massage establishment to obtain a Conditional Use Permit in order to locate a massage establishment in the City's Commercial General Zone and requires an operator to obtain a massage establishment permit in order to operate a massage establishment. Additionally, the City's regulatory scheme allows the City to impose conditions of approval upon a massage establishment to protect residents' health, safety, and welfare; and

WHEREAS, the City enacted its massage establishment regulatory scheme because of the increase in police and code enforcement calls for service to many massage establishments that had opened in the City following the passage of Senate Bill 731 ("SB 731") (2008). SB 731 had removed the City's power to regulate massage establishments; and

WHEREAS, following the passage of SB 731, dozens of massage establishments located in the City, and City inspectors found violations at many of those establishments including illegal tenant improvements to create massage rooms, unauthorized massage technicians and personnel, violations of employment and labor laws, unsanitary facility conditions, including evidence of used contraceptive devices, massage technicians dressed inappropriately, including the exposure of specified anatomical areas, establishments operating beyond approved hours of operation, persons using the

establishments as a residence, installation of illegal signage, and employees refusing to allow City inspections of the establishments; and

WHEREAS, when the City updated its massage regulations in 2015, it afforded existing massage establishments in the Commercial General with a period of two years to conform to the City's new zoning and permitting requirements. That two-year period expires on May 31, 2017; and

WHEREAS, on December 21, 2017, Applicant Dien Chu Phan (Bonzai Massage) submitted an application for a Conditional Use Permit to operate a massage establishment in the City of Stanton; and

WHEREAS, on September 19, 2018, the Planning Commission of the City of Stanton, after giving notice thereof as required by law, held a public hearing concerning the requested conditional use permit to allow for the operation of a massage establishment within an 855 square foot unit located in a commercial shopping center at 10450 Beach Boulevard, Suite 105 in the CG (Commercial General) zone; and

WHEREAS, staff has reviewed the environmental form submitted by the Applicant in accordance with the City's procedures. Based upon the information received and Staff's assessment of the information, the project has been determined to be categorically exempt pursuant to the California Environmental Quality Act (CEQA), Section 15301 (Existing Facilities); and

WHEREAS, staff has inspected the former massage establishment at the subject site on several occasions and noted numerous violations of Stanton Municipal Code Section 20.400.190 *Massage Establishments* including: The use of massage therapists who do not have proper certification from the State, the use of contract employees who were operating without City issued business licenses and lack of a manager onsite; and

WHEREAS, staff has performed numerous inspections of adjacent massage establishments within the shopping center and found violations of Stanton Municipal Code Section 20.400.190 *Massage Establishments* including: The use of massage therapists who do not have proper certification from the State, the use of contract employees who were operating without City issued business licenses, lack of a manager onsite and facilitation of illicit sexual activity as evidenced by a condom found in a massage room during a City inspection; and

WHEREAS, the proliferation of unlawfully operated massage establishments at the subject site and shopping center have given rise to a perception that illicit activity occurs at massage establishments in the subject site and center. This is supported by evidence that in the last year, the sheriff's department received over 200 calls for service for the subject shopping center, which is one of the highest number of calls for service to a location in the city. Additionally, because of its physical characteristics, as described, below, the center presents law enforcement challenges. Under the City's police power and in furtherance of the health, welfare, and safety of its residents, the

City has a strong interest in building up its commercial neighborhoods and ensuring that such areas are known for safe and lawful operations; and

WHEREAS, the Applicant has previously operated additional massage establishments in Stanton. Upon inspection of massage establishments operated by the Applicant, and staff found violations of Stanton Municipal Code Section 20.400.190 *Massage Establishments* including: The massage establishment operating outside of the approved operating hours of 9 a.m. to 10 p.m., the use of massage therapists who did not have proper certification from the State, the use of contract employees who operated without City issued business licenses and lack of a manager onsite.

WHEREAS, the Commission has carefully considered all pertinent testimony and information contained in the staff report prepared for this application as presented at the public hearing; and

WHEREAS, all legal prerequisites have occurred prior to the adoption of this resolution.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF STANTON DOES HEREBY FIND:

SECTION 1: The Planning Commission hereby finds that all of the facts, findings and conclusions set forth above in this resolution are true and correct.

SECTION 2: Based upon the environmental form the Planning Commission exercises its independent judgment and finds that the project, as conditioned hereby, is categorically exempt from environmental review under the California Environmental Quality Act, Section 15301 (Existing Facilities) because the project involves an existing massage establishment with negligible or no expansion of the existing use.

SECTION 3: That in accordance with the findings as set forth in Section 20.550.060 of the Stanton Municipal Code:

- A. Approval of the proposed Conditional Use Permit (CUP) would be inconsistent with the following General Plan goals and strategies:

Strategy LU-1.1.2 of the General Plan is to "ensure adjacent land uses are compatible with one another." The proposed massage establishment would be located in a store front unit within an existing shopping center, C & S Plaza. The site is directly adjacent to multifamily housing units to the east and commercial uses including restaurants, retail stores, and personal service businesses to the north, south and west.

The subject shopping center, including the proposed unit, has previously been home to former massage establishments that have demonstrated patterns of violating provisions of the Stanton Municipal Code governing massage establishments. Those violations have contributed to the shopping center being known for illicit activity, particularly relating to massage businesses, which affects

surrounding property uses. Allowing an additional massage establishment to be located at the subject site in the subject center, at this time, would be inconsistent with Strategy LU-1.1.2 of the General Plan because of the possible perception that the proposed massage establishment would also allow illicit activity, like the former massage establishments in the center, which would negatively affect surrounding property uses.

Violations found in the subject unit include: the use of massage therapists who did not have proper certification from the State, the use of contract employees who operated without City issued business licenses and lack of a manager onsite. Violations found in former massage establishments in the adjacent units within the shopping center include: the use of massage therapists who did not have proper certification from the State, the use of contract employees who operated without City issued business licenses, lack of a manager onsite and facilitation of illicit sexual activity as evidenced by a condom found in a massage room during a City inspection. The use of massage technicians who do not have valid State-certification directly and negatively impacts the health, safety, and welfare of the community and residents who use the business' services. Without a State-certification, it is unknown whether the massage therapist has the proper education to provide massage services to customers or is otherwise in good standing with the State, which regulates massage technicians. Sexual related paraphernalia within a massage establishment is strictly prohibited by the City and its Code.

Since the previous massage establishments have been closed, the City has endeavored to help create an environment at the center so that it is not known for illegal activity. The surrounding businesses nearby appear to be legal uses and operations, and there is a likelihood that locating a new massage business in the center would revive an environment or appearance that the center is reverting to illegal activity. As such, because of the poor operation of the former massages establishments, the subject site is not compatible with the legally operated and established surrounding businesses and residential neighborhood.

Moreover, according to business license records, the applicant, Dien Chu Phan, has previously operated six additional massage establishments in Stanton: Lila Spa, Massage Avenue, Red Rose Massage, Darling Massage, Aroma Spa, and Petite Spa. As the operator of those establishments, the applicant was found to be in violation and cited for violations of the Stanton Municipal Code at most of the sites including: a massage establishment operating outside of the operating hours of 9 a.m. to 10 p.m. as specified by the Stanton Municipal Code; the use of massage therapists who do not have proper certification from the State, the use of contract employees who were operating without City issued business licenses and lack of a manager onsite. Because the operator has a pattern of operating massage establishments that do not fully comply with the City's Code, there is a greater likelihood that the proposed establishment will not fully operate in compliance with the City's Code at this site, which could negatively affect surrounding uses.

Further, Goal LU-6-1 of the City's General Plan is to "ensure compliance with the City's land use code to improve the overall character of Stanton's neighborhoods." Here, the Planning Department requested comments from other City Departments during the application review process for the requested CUP. The Orange County Sheriff's Department and Code Enforcement Division do not support approval of the proposed massage establishment based on the history of code violations relating to massage establishments at the subject location and the subject center. The number of violations that have occurred at the former massage establishments located in the shopping center has shown a general lack of oversight in ensuring that massage establishments operate in accordance with the SMC at this center. Because there is a demonstrated practice and pattern of unlawfully-operated massage establishments at the site and this center, the surrounding neighborhoods, including residential homes, and lawfully operating businesses, suffer.

Additionally, the site's physical characteristics create opportunities for criminal activity and municipal code violations to occur due to lack of visibility from the street, and the ability for a vehicle to enter and exit the rear of the site without being seen from the street. Specifically, the subject site is set far off of Beach Boulevard. These site access characteristics have created opportunities for criminal activity to occur demonstrated by the significant calls for service received by the sheriff's department. In the last year, the sheriff's department received over 200 calls for service for the subject shopping center. In addition, all of the massage establishment that have formerly operated in this center have violated municipal code violations including not having licensed therapists on-site during operations, and providing opportunities for illicit activity to occur by evidence of condoms found at the site, and solicitation of sexual activity. The development of the site, with minimal visibility from the street, and the vast majority of the units not having direct line of site visibility to the street, along with a large two-story structure sitting in the middle of the shopping center, directly on Beach Blvd., has developed a center with significant municipal code violations and criminal activity. All of the previous massage parlors within the center have been in significant violation of the municipal code and demonstrate that the site characteristics of the center are not appropriate or conducive to ensure that massage businesses are operated in compliance with the municipal code.

- B. The proposed use is allowed within the applicable zone. The subject property is located within the CG (Commercial General) zone. Per Ordinance No. 1032, under Section 20.215.020(C), Table 2-5 of the Stanton Municipal Code (SMC), massage establishments are a permitted use in the CG zone subject to approval of a conditional use permit (CUP). As the use is subject to a CUP, the City must make *all* the findings required in order to approve the CUP, and the inability to make even one required finding requires that the City deny the requested permit.
- C. The operating characteristics of the proposed activity would be incompatible with the existing and future land uses in the vicinity. The subject property is located on

the east side of Beach Boulevard, approximately 150 feet north of Cerritos Avenue. Existing adjacent uses including multifamily dwelling units to the east, commercial uses including restaurants, retail shops, and personal and professional services to the north, west and south. Based on City inspections of massage establishments within this shopping center, the previous massage establishments have a demonstrated history of operating in violation of Stanton Municipal Code provisions intended to protect the health, safety and welfare of all community. The previous massage establishment located in the subject unit allowed uncertified therapists to provide services to customers, which directly harms the health, safety, and welfare of the community. The State's certification of massage therapists ensures that the therapist has the required training to provide services, have paid their fees, and are in good standing. Massage therapists who do *not* have valid certification from the State may not provide massage services to customers. As such, the previous massage establishments in the shopping center that were not operating in compliance with State and Municipal Codes created an environment for illicit activity at this center. Allowing a new massage establishment at this location would be counter to the city's efforts to clean up this center and the perception that unlawful activity is allowed at massage establishments in this center.

Moreover, the applicant, who has previously operated six massage establishments in Stanton, has a demonstrated history of operating massage establishments in violation of the Stanton Municipal Code and State licensing requirements. Previous city inspections conducted at the Applicant's former massage establishments found violations including: operating outside of the operating hours of 9 a.m. to 10 p.m., as specified by the Stanton Municipal Code; the use of massage therapists who did not have proper certification from the State, the use of contract employees who were operating without City issued business licenses and lack of a manager onsite. Because the operator has a practice and pattern of operating establishments in violation of the City's Code, there is a likelihood that the proposed massage establishment will also be operated in the same manner. Such operational characteristics are incompatible with surrounding uses in the vicinity.

Finally, the site is configured in such a way that does not allow visibility into the shopping center from the street. The shopping center is concealed by a large building located along Beach Blvd. which blocks direct site into the center. The alleyway on the rear of the property allows for vehicles and pedestrians to enter and exit the site with little visibility from the Beach Blvd. This lack of visibility creates a physical characteristic to the site that provides greater opportunity for criminal activity to occur, or lack of compliance with the municipal code, as demonstrated by numerous, former massage establishments receiving multiple citations at the subject site and throughout the subject shopping center. As the site is not suitable for this type of use, based on the site characteristics and the multiple violations identified from similar uses, the findings for a CUP cannot be made, which means the use cannot be permitted in the zone.

- D. The site is physically unsuitable in terms of its design, location, shape, size, and operating characteristics of the proposed use. The subject property is located on the east side of Beach Boulevard, approximately 150 feet north of Cerritos Avenue and is served by two driveways along Beach Boulevard. On-site circulation features include drive aisles which comply with current development standards. The operation of a massage establishment would not be expected to negatively impact pedestrian or vehicular safety on or near the site, impede emergency vehicle access to the site or properties near the site, negatively impact fire safety service levels in the community, cause the capacity of public infrastructure, such as water, storm and/or sanitary sewer or roadways and/or highways to be exceeded, or create additional demand for public amenities or schools.

However, the site is physically unsuitable based on the environmental design of the site: no visibility into the site from the major arterial, Beach Blvd., which provides a greater opportunity for criminal element. According to the Orange County Sheriff's Department, the shopping center has one of the highest number of calls for service in the city. The shopping center is also bound by an alleyway on the east which can provide a place of concealment and escape routes for those seeking to flee enforcement, and enter and exit the site within little visibility from the main thoroughfare. With these site design factors, the site is not suitable for this use.

Additionally, previous massage establishments located in the subject shopping center have demonstrated patterns of violating applicable provisions of the Municipal Code, including the provisions of Section 20.400.190 *Massage Establishments*, which are intended to prevent illegal and illicit activity. For example, the previous establishment in the proposed unit allowed therapists without CAMTC certificates to provide services to customers, which directly harms the health, safety, and welfare of the community. Further, a former massage establishment located in the adjacent unit had its Conditional Use Permit revoked due to numerous violations of the SMC which included: Evidence that the massage establishment allowed or facilitated illicit sexual activity to occur on the premises, as evidenced by a condom found in the massage room during a City inspection. Sexually-related paraphernalia within a massage establishment is strictly prohibited by the City and its Code. The same massage establishment had failed to provide adequate supervision of the business by having the required manager on-site, which also harms its clients and the surrounding community. In addition, the applicant has a history of operating previous massage establishments in violation of State and Municipal Codes including employing unlicensed massage practitioners, operating the business outside of permitted operating hours, and lack of managers onsite. Previous massage establishments in the shopping center that were not operating in compliance with State and Municipal Codes created an environment for illicit activity at this center. Allowing a new massage establishment at this location would likely carry forth the perception that unlawful activity at massage establishments occur at the subject site.

As noted, there has been a history of inadequate regulation over massage establishments in the shopping center. Continuation of massage uses in this center would likely require a disproportionate draw on police and code enforcement resources, particularly because it is difficult for law enforcement and code enforcement to perform quick drive-by inspections due to the site characteristics. If a new massage establishment were allowed to locate at the proposed site, law enforcement and code enforcement staff would have to undertake more onerous site inspections. For all these reasons, this site is not an appropriate location for the proposed massage establishment.

- E. The site is unsuitable for the use as operated. The site is developed in a manner where there is low visibility from the street, with a large central building located along Beach Blvd. blocking direct site into the center. In addition, the site may be accessed from an alleyway at the rear of the property, which allows vehicles and pedestrians to enter and exit the center without ever being visible from Beach Blvd. This lack of visibility and obscured access creates a physical characteristic to the site that provides greater opportunity for criminal activity to occur, or lack of compliance with the municipal code, as demonstrated by multiple massage establishments receiving multiple citations, and the significant level of calls for service from the sheriff's department. Further, this shopping center is not suitable for a massage establishment due to the notoriety instituted by former massage establishments as a place for illicit activities to take place. With this history of activities occurring at former massage establishments, it may attract patrons seeking out illicit acts at this location. As the site is not suitable for this type of use, based on the site characteristics and the multiple violations identified from similar uses, the findings for a CUP cannot be made, which means the use would not be permitted in the zone.

In addition to this massage establishment, the shopping center is also home to a restaurant, a nail salon, a hair salon and various retail uses. The site is located in the CG (Commercial General) zone and carries a General Plan land use designation of General Commercial. Surrounding zoning and uses include a U.S. Post Office and retail and restaurant uses in the CG (Commercial General) zone to the north, a convenience store and various restaurants in the CG Zone to the south, Continental Garden Apartments in the RH (High Density Residential) zone to the east and the Indoor Swap Meet in the CG zone to the west. Previous massage establishments operated at the subject site have a demonstrated pattern of violating applicable provisions of the Municipal Code, including the provisions of Section 20.400.190 *Massage Establishments*, which are intended to protect the health, safety and welfare of the community. For example, the proposed site has a history of allowing uncertified therapists to provide services to customers, which directly harms the health, safety, and welfare of the community. The State's certification of massage therapists ensures that the therapist has the required training to provide services, have paid their fees, and is in good standing. Massage therapists who do not have valid certification from the State may not provide massage services to customers. The City has an

interest in ensuring that this shopping center is known for lawful operations. Locating a new massage establishment at the center is likely to be perceived as allowing unlawful massage operations, particularly for clients who have sought out this center in the past for illicit activity at former massage establishments. As such, the site is unsuitable for a new massage establishment.

SECTION 4: That based upon the above findings and on the entirety of the record including the staff report, written and oral testimony, and this Resolution, the Planning Commission hereby denies Conditional Use Permit C17-11 to allow for the operation of a massage establishment at 10450 Beach Boulevard, Suite 105, in the CG (Commercial General) zone.

SECTION 5: The documents and materials associated with this Resolution that constitute the record of proceedings on which these findings are based are located at Stanton City Hall, 7800 Katella Ave. Stanton, California 90680. The Community Development Director is the custodian of the record of proceedings.

SECTION 6: If any provision of this Resolution is held invalid, the remainder of this Resolution shall not be affected by such invalidity, and the provisions of this Resolution are severable.

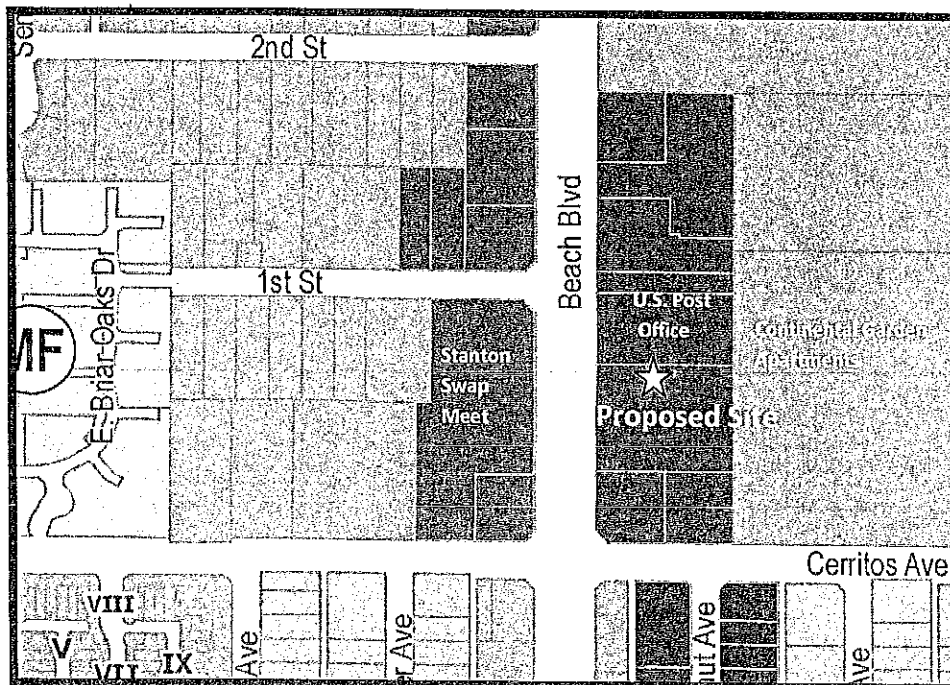
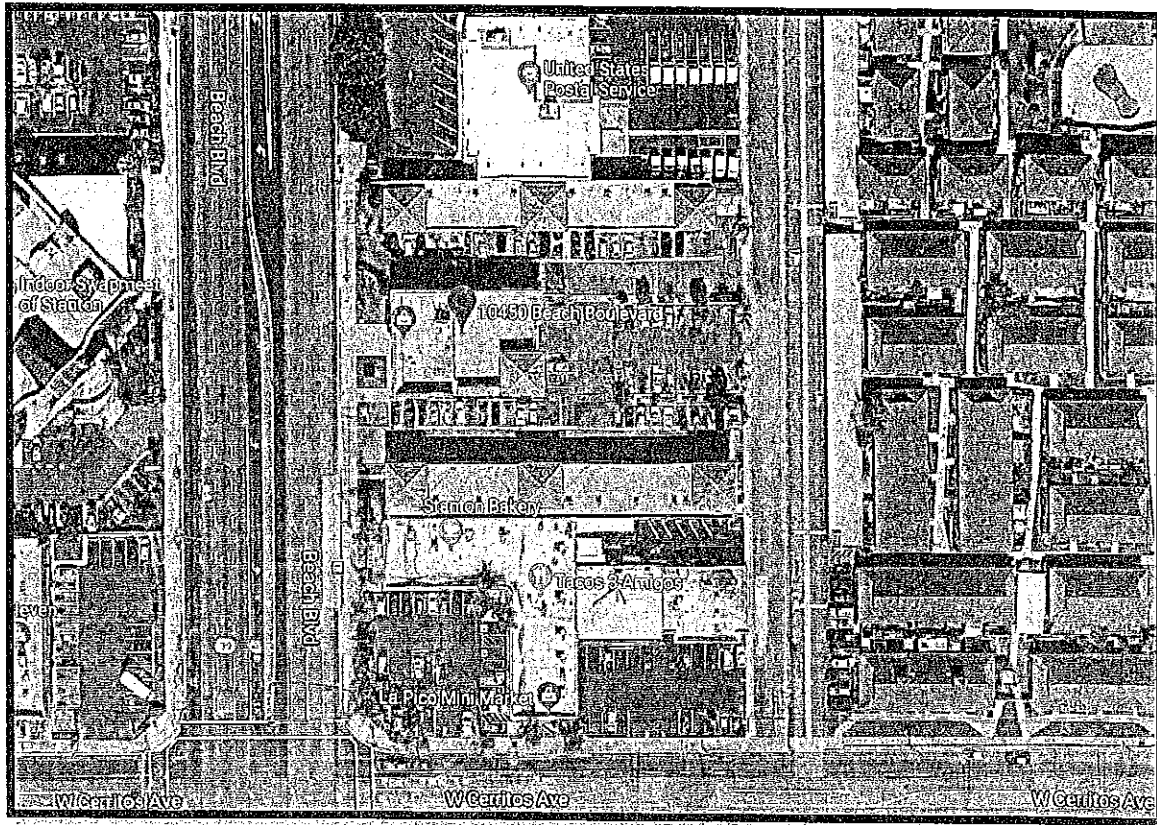
ADOPTED, SIGNED AND APPROVED by the Planning Commission of the City of Stanton at a regular meeting held on September 19, 2018 by the following vote, to wit:

AYES:	COMMISSIONERS:	_____
NOES:	COMMISSIONERS:	_____
ABSENT:	COMMISSIONERS:	_____
ABSTAIN:	COMMISSIONERS:	_____

Sou Moua, Chairperson
Stanton Planning Commission

Kelly Hart
Community & Economic Development
Director

VICINITY MAP 10450 Beach Blvd. #104



10450 Beach Blvd, Ste 105

Bonzai

Narrative for Bonzai

Bonzai will have a readable sign at the entrance to identify the establishment. The sign will comply with all city requirements.

Bonzai will be open Monday thru Sunday from hours of no later and no earlier than 9am to 10pm.

Bonzai will not have any shower or table shower facilities.

A separate washbasin will be installed outside the bathroom and provide easy access for all

The storefront windows will be free of all window tint and curtains to ensure clear visibility.

Bonzai will have a fixed weekly schedule that includes a licensed manager at all times while shop is operating. Only CAMTC licensed people will ne considered for employment at Bonzai and the only person who may not have CAMTC license would be manager, at most. The manager on duty will have access to register of each employee and copy of license along with weekly schedule of all.

It will be against Bonzai's rules for any manager, employee or independent contractor to display or show their anatomical area to another.

Under no condition will any sexual activity take place at any time at Bonzai.

Under no condition will any person be permitted to reside at Bonzai location.

Under no condition will Bonzai or it's location be used by a school or as a school of massage.

Under no condition will any tinted or one way mirrors be permitted at Bonzai location

Under no condition will instruments, devices or paraphernalia designed for sexual activity be permitted at Bonzai.

Each service and price thereof will be displayed prominently upon entrance of Bonzai.

Under no condition will alcoholic beverages be sold or permitted at Bonzai.

Owner and Operator shall display massage license and CAMTC license issued

Customers will be a minimum age of 18 and id checked on all persons

Disinfecting and cleaning supplies will be supplied as will be hot and cold running water.

Rooms and floors will be cleaned daily by designated staff or third parties. At time, cleaning crews may enter during after hours solely for purpose of cleaning.

RECEIVED

JUN -7 2018

ATTACHMENT C

COMMUNITY DEVELOPMENT

Clean towels and sheets will be provided by Lucy's fluff and fold or similar cleaning service.

All technicians will be required to cover their daily worn clothes with a massage robe that is not transparent and does not allow one to see through. Wearing the massage robe over daily worn garments is mandatory and is not to be removed until session is over and customer no longer at location.



Dien Phan

June 7, 2018

+

Bonzai Massage will offer the following massages based on technician's experience and rate will begin at approximately \$40 half hour on up.

Shiatsu

The art of Shiatsu is a form of Japanese massage that uses thumb pressure and works along the energy meridians in the body. is a type of massage that is performed while on a mat on the floor and with the client fully clothed. Many schools teach shiatsu in conjunction with massage therapy.

SWEDISH MASSAGE

Our most popular therapeutic massage type, the light to medium pressure helps relieve stress, reduce pain, boost mood and promote relaxation.

DEEP TISSUE MASSAGE

Deep Tissue is similar to Swedish massage, but the technique focuses on the deepest layer of muscles to target knots and release chronic muscle tension.

SPORTS MASSAGE

For athletes of every kind, each therapeutic massage is specific to your sport of choice, with focus on a particular troublesome area like a knee or shoulder.

REFLEXOLOGY

Reflexology applies pressure to areas in the hands and feet called "reflex zones", which relieves stress, addresses conditions of the feet and ankle and promotes overall relaxation.

Thai Bodywork

Thai bodywork is the combination of passive yoga stretching, acupressure, reflexology, energy work and meditation. places emphasis on stretching and loosening the body. The massage recipient wears loose, comfortable clothes and lies on a mat or firm mattress on the floor. Thai massage may include rhythmic pressing and stretching of the entire body. This may include pulling fingers, toes and ears; cracking the knuckles; walking on the recipient's back; and arching the recipient's back in a rolling action.

RECEIVED

JUN -7 2013

CITY OF STANTON

REPORT TO HOUSING AUTHORITY

TO: Honorable Chair and Members of the Stanton Housing Authority

DATE: November 13, 2018

SUBJECT: INITIAL REVIEW OF A DISPOSITION AND DEVELOPMENT AGREEMENT WITH HABITAT FOR HUMANITY OF ORANGE COUNTY FOR THE PURCHASE AND DEVELOPMENT OF 7922 CERRITOS AVE. AND 10522 FLOWER AVE.

REPORT IN BRIEF:

Conduct an initial review of proposed Disposition and Development Agreement negotiations between Habitat for Humanity of Orange County and the Stanton Housing Authority.

RECOMMENDED ACTION:

1. Conduct a public hearing;
2. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
3. Authorize Authority staff to negotiate the terms of a Disposition and Development Agreement with Habitat for Humanity of Orange County for the purchase and development of the properties located at 7922 Cerritos Ave. and 10522 Flower Ave.

BACKGROUND:

In the summer of 2018, representatives from Habitat for Humanity of Orange County ("Applicant") contacted staff with an interest in purchasing the properties located at 7922 Cerritos Ave. and 10522 Flower Ave. in the RM (Medium Density Residential) zone. A Letter of Interest was submitted to staff with a formal request to enter into negotiations for the purchase of the subject properties with the intent to develop affordable housing units.

ANALYSIS AND JUSTIFICATION:

Section 20.510.040 of the Stanton Municipal Code provides that the Housing Authority ("Authority") shall hold a public hearing to initially review an application for a Development Agreement. If, at the conclusion of the public hearing, the Authority determines that it wishes to enter into a Development Agreement, the Authority must also identify the general subject areas of the Development Agreement that City staff may negotiate.

If the Authority decides to move forward with negotiations for a Development Agreement with the Applicant, the Authority may authorize staff to negotiate the general subject areas of the Agreement. General subject areas may include the Agreement's sale price, term, permitted uses of the Property, density or intensity of use, maximum height and size of proposed buildings, setbacks, minimum open space requirements, architectural enhancements, funding mechanisms, and public benefits to be provided by the Applicant.

FISCAL IMPACT:

The cost associated with negotiating and drafting a Disposition and Development Agreement is included in the review fee to be paid by the Applicant in accordance with the City's adopted fee schedule.

ENVIRONMENTAL IMPACT:

This project has been determined not to be subject to CEQA under Section 15061(b)(3).

PUBLIC NOTIFICATION:

As a public hearing under the requirements of Government Code 65090 and 65091 and through the regular agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

5 - Provide a high quality of life.

Prepared by:



Kelly Hart
Community & Economic
Development Director

Approved by:



Robert W. Hall
Interim City Manager

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

DATE: NOVEMBER 13, 2018

**SUBJECT: PROPOSED AMENDMENT TO THE STANTON MUNICIPAL CODE
REGARDING CONSTRUCTION AND DEMOLITION DEBRIS**

REPORT IN BRIEF:

The California Building Standards Commission recently added provisions to the California Green Building Standards (CALGreen) Code regulating C&D Debris. The City's Municipal Code needs to be amended to comply with these new provisions.

RECOMMENDED ACTION:

1. City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3); and
2. Introduce Ordinance No. 1082, entitled:
"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA AMENDING SECTIONS 6.04.090 AND 6.04.100 OF THE STANTON MUNICIPAL CODE REGARDING CONSTRUCTION AND DEMOLITION DEBRIS"; and
3. Set said Ordinance for adoption at the regular City Council meeting of November 27, 2018.

BACKGROUND:

The City of Stanton established a Construction and Demolition (C&D) Ordinance in order to comply with CALGreen Code and the requirements set forth by the Department of Resources Recycling and Recovery (CalRecycle). This ordinance established the requirements for diverting construction debris and exceptions to these requirements. At the beginning of this year, the CALGreen Code changes the percentage of waste that must be diverted from 50 percent to 65 percent. The CALGreen Code also eliminated the exceptions to diversion requirements. The City implemented these changes procedurally; however, elements of the C&D Ordinance are now out of compliance and need to be updated.

ANALYSIS/JUSTIFICATION:

In order for the City to remain in compliance with both CALGreen and CalRecycle requirements, the City must modify its existing C&D Ordinance to reflect the new standards. One issue Staff identified in the current form of the Ordinance is that the amount of waste required by contractors to divert from the waste stream was defined by specific numerical percentages. Staff noted that diversion percentages were subject to change and leaving a numerical value in the Ordinance would require the Ordinance to be change frequently to remain in compliance. Staff eliminated the numerical percentage values and substituted language that would allow for future changes in diversion requirements in the future. Staff also eliminated all waste diversion exemptions from the Ordinance.

FISCAL IMPACT:

There are no additional costs for the City.

ENVIRONMENTAL IMPACT:

This Ordinance is not subject to CEQA pursuant to Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment.

LEGAL REVIEW:

The City Attorney has created the attached ordinance.

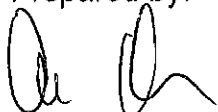
PUBLIC NOTIFICATION:

Public notice for this item was made through the regular agenda process, and published in a local newspaper.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

5 – Provide a high quality of life.

Prepared by:



Allan Rigg, P.E.
Director of Public Works/City Engineer

Approved by:



Robert Hall
Interim City Manager

Attachment:

A. Ordinance No. 1082

ORDINANCE NO. 1082

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA AMENDING SECTIONS 6.04.090 AND 6.04.100 OF THE STANTON MUNICIPAL CODE REGARDING CONSTRUCTION AND DEMOLITION DEBRIS

WHEREAS, in response to SB 1374 (2002), many cities and counties adopted ordinances to require the recycling and reuse of construction and demolition debris (C&D Debris); and

WHEREAS, the City adopted Stanton Municipal Code Sections 6.04.090 and 6.04.100 to regulate C&D Debris; and

WHEREAS, the California Building Standards Commission recently added provisions to the California Green Building Standards Code (CALGreen) regulating C&D Debris; and

WHEREAS, cities and counties are required to enforce the more stringent of their local C&D Debris regulations or those set forth in CALGreen; and

WHEREAS, the City's current C&D Debris regulations are less stringent than CALGreen; and

WHEREAS, the City Council wishes to amend Stanton Municipal Code Sections 6.04.090 and 6.04.100 to meet the requirements of CALGreen regarding C&D Debris.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON DOES ORDAIN AS FOLLOWS:

SECTION 1: CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 2: Amendment to Section 6.04.090. Section 6.04.090 of the Stanton Municipal Code is hereby amended to read in full as follows:

"6.04.090 Construction and demolition waste management—General.

A. Definitions. For the purposes of this section the following words and phrases shall have the meanings respectively ascribed

to them, unless clearly inapplicable. Words and phrases not ascribed a meaning by this section shall have the meaning ascribed by this chapter, if defined therein, and if not, by Division 30, Part 1, Chapter 2 of the Public Resources Code, Sections 40000 et seq., the California Green Building Standards Code and the regulations of the California Department of Resource Recycling and Recovery, if defined therein, and if not, to the definitions found in the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Sections 6901 et seq. and the regulations implementing RCRA, as they may be amended from time to time.

1. "Applicant" means any person, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever required to apply to the building department for an applicable permit to undertake any construction, demolition, renovation or parking area construction project within the city. An applicant must comply with this section.

2. "Building department" means the building department of the city.

3. "Building official" means the building official of the city.

4. "Community development director" or "director" means the city staff person holding that title or otherwise authorized and responsible for implementing this chapter.

5. "Construction" means the building of any facility or structure or any portion thereof, including any tenant improvements to a previously unoccupied existing facility or structure. "Construction" does not include a project limited to interior plumbing work, electrical work or mechanical work.

6. "Construction and demolition materials" or "C&D materials" means used or commonly discarded materials removed from premises of a covered project during construction, remodeling, repair, demolition, deconstruction or renovation resulting from construction, renovation, remodeling, repair, deconstruction or demolition operations on any pavement, house, commercial building or other structure or from landscaping. Such materials include, but are not limited to, dirt, sand, rock, gravel, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastic pipe, roofing material, carpeting, concrete, wood, masonry, rocks, trees, remnants of new materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials,

packaging and rubble resulting from construction, remodeling, renovation, repair and demolition operations on pavements, houses, commercial buildings and other structures. C&D materials shall be deemed solid waste and regulated as such, whether or not they are potentially recyclable, in all cases where a fee, charge or other consideration, in any form or amount, is directly or indirectly paid by the generator in exchange for collection, removal, transportation, storage, processing, handling or disposal services (fee for service recycling), whether or not arranged by or through a subcontractor, broker, agent, or affiliate of the container supplier. "Generator" shall include the property owner, occupant, or its contractor.

7. "Construction and demolition diversion security deposit" or "security deposit" means any performance bond, surety bond, money order, letter of credit, cash, certified check or certificate of deposit in a form acceptable to the city, submitted to the city pursuant to this section.

8. "Construction and demolition materials management plan" or "C&DMMP" means a completed C&DMMP form, approved by the city for the purpose of compliance with this section, submitted by the applicant for any covered project.

9. "Conversion rate" means the rate set forth in the standardized conversion rate table approved by the city pursuant to this section for use in estimating the volume or weight of materials identified in a construction and demolition materials management plan.

10. "Covered project" means a project for which a building, demolition, parking area construction or other similar permit is required and must meet the diversion standards set forth in California Green Building Standards Code or its successor.

11. "Deconstruction" means a process to dismantle or remove useable materials from structures, in a manner which maximizes the recovery of building materials for reuse and recycling and minimizes the amount of waste transported for disposal in landfills and transformation facilities.

12. "Demolition" means the destruction, razing, ruining, tearing down or wrecking of any facility, structure, pavement or building, whether in whole or in part, whether interior or exterior.

13. "Divert" or "diversion" means activities which reduce or eliminate the amount of C&D material from disposal in a landfill or transformation facility. See Public Resources Code Section 40124.

14. "Diversion standard(s)" means the minimum percentage or amount of C&D materials diverted from a covered project as set forth in the California Green Building Standards Code.

15. "Recycling" shall have the meaning ascribed by Public Resources Code Section 40180, as it, from time to time, may be amended.

16. "Renovation" means any change, addition, or modification in an existing structure that requires a building permit or demolition permit but does not include a project limited to interior plumbing work, electrical work or mechanical work.

17. "Reuse" means further or repeated use of construction or demolition materials.

18. "Salvage" means the controlled removal of construction or demolition materials from a permitted building or demolition site for the purpose of recycling, reuse, or storage for later recycling or reuse.

B. Covered Projects. Each applicant for a building or demolition permit for a covered project shall also complete and submit a construction and demolition materials management plan ("C&DMMP"). No building or demolition permit shall be issued by the building department unless the applicant for a construction or demolition permit for a covered project has submitted to the building official a construction and demolition materials management plan approved by the city's director of community development. Compliance with the provisions of this chapter shall be a condition of approval on any building or demolition permit issued for a covered project.

C. City-Sponsored Projects. All city-sponsored construction, demolition, and renovation projects, except as provided in this subsection, and regardless of cost, shall be considered "covered projects" for the purposes of this chapter and shall be subject to all applicable provisions of this chapter. Prior to the start of any city-sponsored construction or demolition activities, a construction and demolition materials management plan shall be prepared by the

community development director. The city is not required to submit a security deposit for city-sponsored covered projects. City-sponsored projects limited to interior plumbing work, electrical work or mechanical work are not covered projects. City-sponsored demolition or construction required to protect public health or safety in an emergency, as defined in Public Resources Code Section 21060.3, as it, from time to time, may be amended, is not a covered project.

SECTION 3: Amendment to Section 6.04.100. Section 6.04.100 of the Stanton Municipal Code is hereby amended to read in full as follows:

6.04.100 Construction and demolition materials management plans—Security deposits—Exemptions—Appeals.

A. Construction and Demolition Materials Management Plans. Each applicant for a permit for any covered project shall complete and submit to the building official a construction and demolition materials management plan ("C&DMMP"), on a C&DMMP form approved by the city for this purpose with any application for a building or demolition permit for a covered project. The completed C&DMMP shall indicate all of the following: (1) the estimated volume or weight of project C&D materials, by materials type, to be generated; (2) the maximum volume or weight of C&D materials that may be diverted, via reuse or recycling; (3) the vendor or facility (including name, address, telephone number and contact person) that the applicant proposes to use to collect, reuse or receive the diverted C&D materials; (4) a certification by the applicant that it will ensure strict compliance with the city's exclusive solid waste franchise and acknowledges that the only person authorized to conduct solid waste handling activities or services, including fee for service recycling, is the solid waste enterprise granted the exclusive franchise; (5) the estimated volume or weight of residual C&D materials that would be transported for disposal in a landfill or transformation facility; (6) the applicant (or property owner if different from applicant) gives consent to city or its agent to enter the project site to enforce the provisions of this chapter; and (7) any other information required by the current version of the California Green Building Standards Code. In estimating the volume or weight of materials identified in the C&DMMP, the applicant shall use the standardized conversion rates approved by the city for this purpose.

B. Deconstruction. In preparing the C&DMMP, applicants for building or demolition permits involving the removal of all or part of an existing structure shall consider deconstruction, and shall make

the materials generated thereby available for salvage prior to being transported for disposal in a landfill or transformation facility.

C. Review of C&DMMP.

1. Approval. Notwithstanding any other provision of this code, no building or demolition permit shall be issued for any covered project unless the community development director has approved the C&DMMP. The community development director shall approve a C&DMMP only if the director first determines that all of the following conditions have been met: (1) the C&DMMP provides all of the information set forth in this chapter; (2) the C&DMMP indicates that the diversion standards will be met; and (3) the applicant has submitted an appropriate security deposit in compliance with this section.

If the community development director determines that these three conditions have been met, the director shall mark the C&DMMP "Approved", return a copy of the C&DMMP to the applicant, and notify the building department and the building official that the C&DMMP has been approved. Approval shall not be required if construction or demolition is required to protect public health or safety in an emergency, as defined in Public Resources Code Section 21060.3.

2. Denial. If the community development director determines that the C&DMMP is incomplete or fails to indicate that the diversion standards will be met, the director shall either: (1) return the C&DMMP to the applicant marked "Denied", including a statement of reasons, and so notify the building department, which shall then immediately stop processing the building or demolition permit application; or (2) return the C&DMMP to the applicant marked "Further Explanation Required," including a statement of reasons, and so notify the building department, which shall then immediately stop processing the building or demolition permit application. If, during the course of the project, the applicant determines that the estimated tonnage of C&D material to be generated and/or recovered from the project is substantially different from the C&DMMP, the applicant shall submit an addendum to the original C&DMMP.

D. Security Deposits. Each applicant for a permit for a covered project shall submit a security deposit with the construction and demolition materials management plan. The amount of the security deposit shall be calculated as the lesser of three percent of total project cost or ten thousand dollars. The community development

director may waive the diversion security deposit if the total security required pursuant to this section would be fifty dollars or less.

E. Application for Refund of Security Deposits. Within one hundred eighty days after the completion of any covered project, the applicant shall submit to the community development director documentation that the applicant has met the diversion standard for the project and may apply for a refund of the security deposit. This documentation may include all of the following:

1. Receipts and gate tickets from the vendor or facility which collected or received C&D material showing the actual weight or volume of that material;

2. A copy of the previously approved C&DMMP for the project adding the actual volume or weight of each type of C&D material diverted and transported for disposal in a landfill or transformation facility;

3. Any additional information required by the California Green Building Standards Code or which the applicant believes is relevant to determining its efforts to comply in good faith with this chapter.

Applicants shall make reasonable efforts to ensure that all C&D materials diverted or delivered to disposal facilities for disposal are measured and recorded using the most accurate method of measurement reasonably available. To the extent practical, all C&D materials shall be weighed on scales. Such scales shall be in compliance with all regulatory requirements for accuracy and maintenance. For C&D materials for which weighing is not practical due to small size or other considerations, a volumetric measurement shall be used. For conversion of volumetric measurements to weight, the applicant shall use the standardized conversion rates approved by the city for this purpose. Documentation of the foregoing shall consist of photocopies of receipts, weight tickets, gate tickets, and other records from recycling facilities, deconstruction contractors, solid waste enterprises and disposal facilities.

F. Determination of Compliance and Release of Security Deposit. The community development director shall review the information and determine whether the applicant has complied with the construction and demolition materials management plan, as follows:

1. Full Compliance. If the community development director determines that the applicant has fully complied with the construction and demolition materials management plan applicable to the project, the director shall cause the full security deposit to be released to the applicant.

2. Good Faith Effort to Comply. To the extent permitted by the California Building Standards Code, if the community development director determines that the construction and demolition materials management plan has not been complied with, the director shall determine whether the applicant made a good faith effort to comply with this chapter. In making this determination, the community development director shall consider the availability of markets for the C&D materials transported for disposal in a landfill or transformation facility, the size of the project and the documented efforts of the applicant to divert C&D materials. If the community development director determines that the applicant has made a good faith effort to comply with this chapter, the director shall approve the release of the security deposit, or a portion thereof, to the applicant. Any portion of the security deposit not released to the applicant shall be forfeited to the city, and shall be used for the purposes of promoting recycling within the city.

3. Noncompliance. If the community development director determines that the applicant has not made a good faith effort to comply with this chapter, or if the applicant fails to submit the documentation required by this chapter within the required time period, then the security deposit shall be retained by the city and a stop work order may be issued for the project.

4. Refund of Erroneous Payment. The director may authorize the refund of any security deposit which was erroneously paid or collected.

5. Withdrawal of Building or Demolition Permit Application. The director may authorize the refund of any security deposit if the building or demolition permit application is withdrawn or cancelled before any work has begun.

6. All security deposits retained by the city shall be used only for:

- a. Payment of security deposit refunds;
- b. Costs of administration of the program established by this chapter; and

c. Cost of programs to achieve diversion of construction materials from disposal at disposal facilities.

G. Appeals of Decisions Regarding C&DMMP, Security Deposit or Refunds.

1. Appeal. Each applicant shall have the right to appeal any decision made by the community development director to the city manager or the city manager's designee. The applicant must file a notice of appeal from the ruling of the director of community development with the city clerk, with copy to the director of community development, within ten calendar days of receipt of notice of the community development director's decision. The notice of appeal shall include all evidence and legal arguments which the applicant wishes the city, and any reviewing court to consider.

2. Decision by the City Manager. The decision made by the city manager, or the city manager's designee, shall be in writing, stating the legal and factual bases for the decision. The decision shall be final and conclusive.

SECTION 4: Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Stanton hereby declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases may be declared invalid or unconstitutional.

SECTION 5: Effective Date. This Ordinance No. ____ shall be effective 30 days after its adoption.

SECTION 6: Publication. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2018.

DAVID J. SHAWVER, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM

MATTHEW E. RICHARDSON, CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF STANTON)

I, PATRICIA A. VAZQUEZ, City Clerk of the City of Stanton, California, do hereby certify that the foregoing Ordinance No. _____ was introduced and adopted at a regular meeting of the City Council of the City of Stanton, California, held on the _____ day of _____, 2018 by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON