



**AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA**

**TUESDAY, OCTOBER 22, 2024
CLOSED SESSION - 6:00 P.M.
JOINT REGULAR SESSION - 6:30 P.M.**

PUBLIC ACCESS IN-PERSON AND VIA TELECONFERENCE
(Electronically / Telephonically)

Attendance by the members of the public may view the meeting live in one of the following ways:

- Attend in person - City Council Chambers: 7800 Katella Avenue, California 90680.
- Via Teleconference (electronically / telephonically) - Zoom:

In order to join the meeting via telephone please follow the steps below:

1. Dial the following phone number +1 (669) 444-9171 (US).
2. Dial in the following **Meeting ID: (885 7359 3515)** to be connected to the meeting.

In order to join the meeting via electronic device please utilize the Zoom URL link below:

- <https://us02web.zoom.us/j/88573593515?pwd=fnar8Yi0tw4BH18eNhgNH6qTfQ9pPY.1>

ANY MEMBER OF THE PUBLIC WISHING TO PROVIDE PUBLIC COMMENT FOR ANY ITEM ON THE AGENDA MAY DO SO AS FOLLOWS:

- Attend in person and complete and submit a request to speak card to the City Clerk.
- E-Mail your comments to Pvazquez@StantonCA.gov with the subject line "PUBLIC COMMENT ITEM #" *(insert the item number relevant to your comment)*. Comments received no later than 5:00 p.m. before the scheduled meeting will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read e-mailed comments at the meeting. However, the official record will include all e-mailed comments received until the close of the meeting.

Should you have any questions related to participation in the City Council Meeting, please contact the City Clerk's Office at (714) 890-4245 or via e-mail at Pvazquez@StantonCA.gov.

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 or via e-mail at Pvazquez@StantonCA.gov. Notification 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.StantonCA.gov.

1. CLOSED SESSION (6:00 PM)

- 2. ROLL CALL** Council / Agency / Authority Member Taylor
Council / Agency / Authority Member Torres
Council / Agency / Authority Member Van
Mayor Pro Tem / Vice Chairperson Warren
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

Case Name: John Doe vs. Doe 2, City of Stanton, et al., Orange County Superior Court
Case Number: 30-2022-01295559-CU-PO-NJC

4B. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

Pursuant to Government Code section 54956.9(d)(1)
Number of cases: 1

Case Name: Tina Pacific Residents Association, et al. v. City of Stanton
Case Number: 30-2023-01316300-CU-WM-CXC

5. CALL TO ORDER STANTON CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY JOINT REGULAR MEETING (6:30 PM)

6. **ROLL CALL** Council / Agency / Authority Member Taylor
Council / Agency / Authority Member Torres
Council / Agency / Authority Member Van
Mayor Pro Tem / Vice Chairperson Warren
Mayor / 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 warrants dated September 19, 2024 – October 3, 2024, in the amount of \$2,184,590.60.

9C. **APPROVAL OF MINUTES**

City Council/Successor Agency/Housing Authority approve Minutes of Special and Joint Regular Meeting – October 8, 2024.

9D. AWARD A PROFESSIONAL SERVICES AGREEMENT TO BLACK O'DOWD AND ASSOCIATES, INC. FOR PROFESSIONAL DESIGN SERVICES FOR THE STANTON COMMUNITY / SENIOR CENTER IMPROVEMENT PROJECT (TASK CODE NO. 2025-601)

The City obtained a Community Development Block Grant from the County of Orange for improvements to the City's Community / Senior Center. City staff released a "Request for Proposal" (RFP) soliciting proposals to provide building design services. City staff recommends that Black O'Dowd and Associates, Inc. (BOA Architecture) is the best qualified to provide professional building design services for improvements to the City's Community / Senior Center and is recommending award of the Professional Services Agreement to that firm.

RECOMMENDED ACTION:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(a) as operation, repair, and minor interior or exterior alterations of existing public facilities; and
2. Award a professional services agreement to Black O'Dowd and Associates, Inc. for Professional Design Services for the Stanton Community / Senior Center Improvement Project in the amount of \$40,000; and
3. Authorize the City Manager to bind the City of Stanton and Black O'Dowd and Associates, Inc. in an Agreement to provide the services; and
4. Authorize the City Manager to approve a contingency in the amount of \$4,000 to Black O'Dowd and Associates, Inc.

9E. AWARD A PROFESSIONAL SERVICES AGREEMENT TO BUCKNAM INFRASTRUCTURE GROUP TO PROVIDE A PAVEMENT MANAGEMENT PLAN (TASK CODE NO. 2025-106)

City staff released a "Request for Proposal" (RFP) soliciting proposals to provide a professional Pavement Management Plan. Staff believes that Bucknam Infrastructure Group is the best qualified to provide the professional services and is recommending award of the Professional Services Agreement to the firm.

RECOMMENDED ACTION:

1. City Council declare this action to be categorically exempt under the California Environmental Quality Act, since the action herein does not constitute a "project" as defined by Section 15378 of the CEQA guidelines; and
2. Award a professional services agreement to Bucknam Infrastructure Group to provide a professional Pavement Management Plan in the amount of \$23,796; and

3. Authorize the City Manager to bind the City of Stanton and Bucknam Infrastructure Group in an Agreement to provide the services; and
4. Authorize the City Manager to approve a contingency in the amount of \$2,400 to Bucknam Infrastructure Group.

9F. ADOPT RESOLUTION APPROVING THE ANNUAL MEASURE M2 EXPENDITURE REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2024

Orange County Local Transportation Authority Ordinance No. 3 (“Ordinance”) requires that the City adopt a resolution approving an Annual Measure M2 Expenditure Report. This report accounts for the City’s share of Measure M2 revenues, developer/traffic impact fees, and the funds that were expended to satisfy the City’s Maintenance of Effort requirements (MOE). The Annual Measure M Expenditure Report for the fiscal year ended June 30, 2024, has been included as Exhibit A to the Resolution (Attachment A).

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060 (c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; and
2. Adopt Resolution No. 2024-35 approving the Annual Measure M2 Expenditure Report for the Fiscal Year Ended June 30, 2024, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF STANTON FOR THE FISCAL YEAR ENDED JUNE 30, 2024”;
and

3. Direct staff to submit the report with OCTA.

9G. AMENDED RESPONSE TO THE 2023-2024 ORANGE COUNTY GRAND JURY REPORT DATED JUNE 11, 2024, ENTITLED, “E-BIKES FRIEND OR FOE”

On June 20, 2024, the Orange County Grand Jury released a report entitled “E-bikes Friend or Foe” (Attachment A). The report focused on E-bike regulation, education, and safety and what, if any, pertinent regulations have been adopted by Orange County cities. California Penal Code Sections 933 and 933.05 require any public agency that the Grand Jury reviews respond to the findings and recommendations of the Grand Jury Report. The City submitted their response letter after receiving Council authorization at its meeting on August 27, 2024. The Grand Jury has requested an amended response, which has been prepared for Council review (Attachment B).

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5)(Organizational or administrative activities or governments that will not result in direct or indirect physical changes in the environment); and
2. Authorize the Mayor to sign the amended response letter to the Orange County Grand Jury related to the findings and recommendations contained in the June 20, 2024, report entitled “E-bikes Friend or Foe”.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS

10A. AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 36937 AND 65858 EXTENDING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF ANY NEW PUBLIC LODGING, LODGING FACILITY OR LODGING BUSINESSES OR USES, AND EXTENDING A TEMPORARY MORATORIUM ON ANY EXPANSION, ENLARGEMENT, AND/OR ALTERATION OF ANY EXISTING PUBLIC LODGING, LODGING FACILITY, OR LODGING BUSINESSES AND USES FOR SIX MONTHS PENDING STUDY AND THE PREPARATION OF AN UPDATE TO THE CITY’S MUNICIPAL CODE AND ZONING CODE AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

Due to the continuing need to protect the public safety, health, and welfare of the community from the substantial amount of crime that has occurred at various public lodging uses within the City, and the comprehensive nature of the necessary review of the applicable Municipal Code regulations including operational standards, security provisions, zoning regulations, business license requirements, and transient occupancy taxes, the City Council is asked to consider an extension of the interim urgency ordinance to temporarily prohibit the establishment of public lodging and/or the expansion, enlargement, or alteration of existing public lodging businesses and uses within the City. The interim urgency ordinance would provide the City with sufficient time to complete its study of the continuing impacts of these establishments and to adopt new municipal and zoning code regulations. The length of the moratorium would be 6 months.

RECOMMENDED ACTION:

1. City Council find that the proposed urgency ordinance is:
 - a) Not a “project” within the meaning of Section 15378 of the State of California Environmental Quality Act (“CEQA”) Guidelines (Title 14 of the California Code of Regulations) because it has no potential for resulting in physical change in the environment, directly or indirectly; and

- b) Exempt from the requirements of CEQA under Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.
2. That the City Council receive and file the 10-day action report for the conclusion of the 10 months and 15 day moratorium; and
3. Adopt Urgency Ordinance No. 1151, entitled:

“AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA ESTABLISHING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF ANY NEW PUBLIC LODGING, LODGING FACILITY OR LODGING BUSINESSES OR USES, AND A TEMPORARY MORATORIUM ON ANY EXPANSION, ENLARGEMENT, AND/OR ALTERATION OF ANY EXISTING PUBLIC LODGING, LODGING FACILITY, OR LODGING BUSINESSES AND USES FOR SIX MONTHS PENDING STUDY AND THE PREPARATION OF AN UPDATE TO THE CITY’S MUNICIPAL CODE AND ZONING CODE PURSUANT TO GOVERNMENT CODE SECTIONS 65858 AND 36937 AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA”.

10B. CONSIDERATION OF ORDINANCE NO. 1148 AMENDING TITLE 20 (ZONING) TO PROHIBIT SHORT-TERM RENTALS THROUGHOUT THE CITY AND BED AND BREAKFAST ESTABLISHMENTS IN RESIDENTIAL AND MIXED-USE OVERLAY ZONES

The City of Stanton (“City”) has continuously sought to deter nuisance activities throughout the community. Since the emergence of short-term rentals, the City has received complaints about residents leasing their properties to travelers for short-term or vacation rentals. Residents report that the rentals degrade the quality of their neighborhoods by generating excessive noise, parking problems, and trash. Because short-term rentals are not expressly permitted in any zone under the Stanton Municipal Code (“SMC”), such uses are prohibited throughout the City. The proposed Ordinance seeks to expressly memorialize this prohibition making it clear to all members of the public. Similar to short-term rentals, bed and breakfast inns can cause noise, parking, and other nuisances in residential neighborhoods. For this reason, the proposed ordinance would also prohibit bed and breakfast inns within residential and mixed-use overlay zones. The proposed changes are intended to safeguard the quality of life in the City’s residential areas.

RECOMMENDED ACTION:

1. City Council conduct the public hearing and first reading of Ordinance No. 1148, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA AMENDING TITLE 20 (ZONING) OF THE STANTON MUNICIPAL CODE TO EXPRESSLY PROHIBIT SHORT-TERM RENTALS IN ALL ZONES WITHIN THE CITY AND TO PROHIBIT BED AND BREAKFAST ESTABLISHMENTS IN RESIDENTIAL ZONES AND MIXED-USE OVERLAY ZONES”; and

2. Declare that the project is exempt per the California Environmental Quality Act (CEQA) under section 15060(c)(2) and 15060(c)(3) and alternatively categorically exempt pursuant to Section 15301 which apply to projects that will not have a significant impact on the environment; and
3. Set November 12, 2024, as the date for second reading for adoption of Ordinance No. 1148.

11. UNFINISHED BUSINESS None.

12. NEW BUSINESS

12A. UPDATE TO CITY COUNCIL / AUTHORITY BOARD REGARDING *TINA PACIFIC RESIDENTS ASSOCIATION, ET AL. V. CITY OF STANTON*

This is an update on the case, *Tina Pacific Residents Association, et al. v. City of Stanton*, which was initiated last year against the City by the Public Law Center and The Public Interest Law Project on behalf of the Kennedy Commission, as well as named and unnamed residents in the neighborhood (collectively, the “Public Law Center and the Kennedy Commission”). The City has prevailed twice in litigation against the Public Law Center and the Kennedy Commission, with the most recent victory issued by a court last week.

RECOMMENDED ACTION:

1. City Council / Authority Board in accordance with the requirements of the California Environmental Quality Act (CEQA), declare this item not subject to CEQA pursuant to Section 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. City Council / Authority Board receive and file.

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 SHERIFF'S DEPARTMENT

At this time the Orange County Sheriff's Department 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 17th day of October, 2024.

s/ Patricia A. Vazquez, City Clerk/Secretary

Item: 9B

[Click here to return to the agenda.](#)

CITY OF STANTON WARRANT REGISTER

September 19 - October 3, 2024

Payments to Vendors:

Electronic Transaction Nos.	3432-3451	\$	231,701.83
Check Nos.	138483-138527 ^(A)		362,728.98
Other Electronic Transactions	ACH ^(B)		<u>1,431,661.28</u>
	Total Payments to Vendors	\$	2,026,092.09

Direct Deposit Payments ^(B):

Payroll dated September 26, 2024			158,361.24
Payroll dated September 27, 2024			<u>137.27</u>
	Total Direct Deposit Payments	\$	158,498.51

TOTAL PAYMENTS **\$ 2,184,590.60**

Notes:

A = Check number 138483 was voided and re-issued with check number 138487.

A = These are electronic payments processed via a file exported from the City's Finance system and uploaded to the City's bank account. The City's Finance system designates these payment transactions as "ACH". A specific transaction number is not assigned.

B = Represents the total net payroll paid through direct deposit on pay date.

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

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

/s/ Hannah Shin-Heydorn
City Manager

/s/ Michelle Bannigan
Finance Director

Accounts Payable

Checks by Date - Detail by Check Number

User: MBannigan
Printed: 10/9/2024 1:46 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	OCF2164	OC FIRE AUTHORITY	09/30/2024	
	S0514916A	1st Quarter Vehicle Replacement		15,513.25
	S0514916B	1st Quarter Facilities Maint.		2,000.00
	S0514916C	1st Quarter Contract		1,013,765.25
	S0514916D	1st Quarter Contract		398,750.00
Total for this ACH Check for Vendor OCF2164:				1,430,028.50
ACH	PUB15477	PUBLIC AGENCY RISK SHARING AUT	09/26/2024	
	PPE 09/21/2024	PARS - PPE 09/21/2024		1,632.78
Total for this ACH Check for Vendor PUB15477:				1,632.78
3432	REC16138	RECTRAC REFUNDS	09/20/2024	
	77014021	Refund for Athletic Field/Robert Valencia/ 9/20		70.00
Total for Check Number 3432:				70.00
3433	SOC2734	SO CAL EDISON	09/23/2024	
	11235-090924	Electric Service - Parks Dotson Park		1,352.17
	11883-090324	Electric Service Parks Orangewood Park		23.32
	14820-090324	Electric Services Housing Authority		0.34
	28651-090324	Electric Service Parks Stanton Park		145.06
	29190-090324	Electric Services Housing Authority		12.29
	29190-090524	Electric Services Housing Authority		142.88
	36885-090324	Electric Service Parks Hollenbeck Park		40.11
	43683-090324	Electric Service Parks Hollenbeck Park		103.26
	44111-090324	Stanton District Light - City Owned		5,287.79
	58362-090424	Electric Service - Signals School Xing		71.35
	62430-090324	Electric Service Parks Zuniga Park		26.61
	62635-090324	Electric Service Parks Stanton Park		24.15
	64994-090524	Electric Service - Parks Katella Linear Parkeast		15.52
	72455-090624	Electric Service - Building Stanton Corp Yard		5,108.75
	74350-090324	Electric Service Parks Stanton Park		16.19
	75081-090324	Electric Service Parks Veterans Park		21.46
	78069-090324	Stanton District Light		18.28
	78692-090324	Stanton District Light - City Owned		1,193.21
	79935-090324	Electric Service Parks Premier Park		26.87
	80113-090324	Electric Service Parks Veterans Park		31.03
	86342-090324	Stanton District Light - Utility Owned		4,861.21
	90825-090324	Electric Service Parks Hollenbeck Park		221.16
Total for Check Number 3433:				18,743.01
3434	REC16138	RECTRAC REFUNDS	09/23/2024	
	77895940	Class Canceled /Sachin Sachdeva/ 9/18		105.00
	77901910	Class Canceled /Hanna Tu/ 9/18		105.00
Total for Check Number 3434:				210.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
3435	STA17024 Escrow No 55859	STARCREST ESCROW, INC. 8961 Pacific #A/Wilfredo Lopez/Down Payment	09/24/2024	55,650.00
Total for Check Number 3435:				55,650.00
3436	REC16138 72372774 72541728 74828714 76316978 77425540 77833431	RECTRAC REFUNDS Deposit Refund /Theodore Morales/ for 9/21 Pic Deposit Refund /Arianne Santos/ for 9/21 Picnic Deposit Refund /Alegria Portal/ for 9/22 Picnic Deposit Refund /Noel Durity/ for 9/22 Picnic Sh Deposit Refund /Juan Zambrano/ for 9/21 Picnic Deposit Refund /Michelle Louise McCoy/ for 9/	09/25/2024	150.00 150.00 150.00 150.00 100.00 150.00
Total for Check Number 3436:				850.00
3437	GOL1321 26211-090424 40657-090424 63566-090424 69352-090424	GOLDEN STATE WATER COMPANY Water Services Median Water Services Median Water Services Park Water Services Building	09/26/2024	204.28 401.90 1,379.80 288.59
Total for Check Number 3437:				2,274.57
3438	GOL1321 01752-090524 05970-090524 17960-090524 26970-090524 32190-090524 38322-090524 45970-090524 46996-090524 55640-090524 72239-090524 73992-090524 85970-090524 86352-090524 97284-090524	GOLDEN STATE WATER COMPANY Water Services Housing Authority - Pacific Water Services Housing Authority - Pacific Water Services Housing Authority - Tina Way Water Services Housing Authority - Pacific Water Services Housing Authority - Tina Way Water Services Housing Authority - Tina Way Water Services Housing Authority - Tina Way Water Services Housing Authority - Pacific Water Services Housing Authority - Pacific Water Services Housing Authority - Tina Way	09/27/2024	131.00 98.63 182.79 215.15 195.74 389.96 215.15 331.68 208.68 409.38 247.53 286.39 331.68 279.89
Total for Check Number 3438:				3,523.65
3439	INT1569 9/21/2024 9/21/2024A 9/21/2024B	INTERNAL REVENUE SERVICE (ME) Medicare - City Share (MC) Medicare - Employee Share (FD) Federal Tax Withholding	09/27/2024	2,937.26 3,030.93 22,137.52
Total for Check Number 3439:				28,105.71
3440	EDD1067 9/21/2024 9/21/2024A	EDD State Tax Withholding State Unemployment	09/27/2024	8,789.57 65.38
Total for Check Number 3440:				8,854.95
3441	MIS16496 PPE 09/21/2024	MISSIONSQUARE PPE 09/21/2024 #302393	09/27/2024	1,685.00
Total for Check Number 3441:				1,685.00
3442	GOL1321 04128-090624	GOLDEN STATE WATER COMPANY Water Services Park	09/30/2024	406.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	09159-090624	Water Services Median		270.09
	14128-090624	Water Services Median		473.65
	26129-090624	Water Services Median		177.57
	39851-090624	Water Services Park		429.38
	62030-090624	Water Services Housing Authority Final Bill Dis		299.31
	68159-090624	Water Services Median		587.77
	75841-090624	Water Services Park		1,149.52
	79851-090624	Water Services Park		34.64
	79865-090624	Water Services Building		63.03
	91646-090624	Water Services Building		367.21
	93128-090624	Water Services Park		406.50
			Total for Check Number 3442:	4,665.17
3443	SOC2734	SO CAL EDISON	09/30/2024	
	07103-091924	Stanton District Light		50.47
	07335-091924	Stanton District Light		23.52
	07570-091924	Electric Service - Medians		27.50
	78760-091324	Electric Service - Medians		4.20
			Total for Check Number 3443:	105.69
3444	CAS680	CA ST PERS 103	09/30/2024	
	PPE 09/21/2024	PERS - Employee's Share T1		1,977.61
	PPE 09/21/2024A	PERS - Survivor (Employee) T1		7.44
	PPE 09/21/2024B	PERS - City's Share T1		3,537.10
	PPE 09/21/2024C	PERS Employee Classic T2		4,560.47
	PPE 09/21/2024D	PERS Survivor Classic T2		9.30
	PPE 09/21/2024E	PERS - City's Share - Classic T2		6,612.70
	PPE 09/21/2024F	PERS - Employee New T3		6,256.51
	PPE 09/21/2024G	PERS - Survivor New T3		26.04
	PPE 09/21/2024H	PERS - City's Share - New T3		6,353.40
			Total for Check Number 3444:	29,340.57
3445	AFL187	AFLAC-FLEX ONE	09/30/2024	
	340418	September 2024 AFLAC		777.70
	340418A	Rounding (September 2024 Payroll Deductions)		-0.05
			Total for Check Number 3445:	777.65
3446	EDD1067	EDD	09/30/2024	
	9/25/2024	State Unemployment		2.71
			Total for Check Number 3446:	2.71
3447	INT1569	INTERNAL REVENUE SERVICE	09/30/2024	
	9/25/2024	(ME) Medicare City Share		2.19
	9/25/2024A	(MC) Medicare - Employee Share		2.19
			Total for Check Number 3447:	4.38
3448	CAS683	CA ST PERS-HEALTH BENEFIT	10/01/2024	
	Oct-24	October 24 Health Ins-City Share		39,252.45
	Oct-24A	October 24 Health Ins-Employee		4,593.08
	Oct-24B	October 24 Retiree Insurance		2,795.00
	Oct-24C	October 24 Adm Services - Health Ins		105.23
	Oct-24D	October 24 Adm Services - Retiree		17.63
			Total for Check Number 3448:	46,763.39
3449	GOL1321	GOLDEN STATE WATER COMPANY	10/01/2024	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	98865-090924	Water Services Building		472.46
Total for Check Number 3449:				472.46
3450	BEN15755	BENEFIT COORDINATORS CORPORAT	10/01/2024	
	15534	October 2024 Prism Life Ins- City		475.20
	15534A	October 2024 Prism Disability Ins - City		2,793.89
	15534B	October 2024 Prism Disability Ins - Employee		1,954.69
Total for Check Number 3450:				5,223.78
3451	GOL1321	GOLDEN STATE WATER COMPANY	10/03/2024	
	09414-091124	Water Services Park Tennis Ct.		45.41
	18873-091124	Water Services Park Premier Park		682.57
	25873-091124	Water Services Median Bch. M#1		108.28
	26873-091124	Water Services Median Kat M#1		132.94
	27873-091124	Water Services Median Bch. M#18		95.96
	28426-091124	Water Services Park		9,411.56
	30107-091124	Water Services Building		30.17
	34873-091124	Water Services Median Kat M#6		189.90
	35873-091124	Water Services Median Bch M#2		95.96
	36873-091124	Water Services Park Stn. Pk. East		411.25
	46873-091124	Water Services Park Stn. Pk. East		178.40
	47873-091124	Water Services Median Bch. M#17		131.14
	49873-091124	Water Services Median Bch. M#7		581.40
	50973-091124	Water Services Park Hollenbeck Park		4,007.07
	56873-091124	Water Services Median Bch. M#9		132.94
	57873-091124	Water Services Median Bch. M#16		83.61
	59873-091124	Water Services Median Bch. M#6		114.46
	63873-091124	Water Services Median Kat M#9		263.91
	65873-091124	Water Services Median Kat M#4		245.41
	68873-091124	Water Services Median Bch M#13		157.64
	69873-091124	Water Services Median Bch M#5		120.62
	75873-091124	Water Services Building City Hall - Fire Protecti		43.26
	78873-091124	Water Services Median Bch M#12		157.64
	85873-091124	Water Services Park Stn. Pk. West		1,083.81
	88279-091124	Water Services Building		425.14
	88873-091124	Water Services Median Bch M#11		157.64
	93873-091124	Water Services Median Kat M#8		165.23
	95873-091124	Water Services Park City Hall 2 Meters		5,048.00
	98873-091124	Water Services Median Bch M#10		77.82
Total for Check Number 3451:				24,379.14
138484	ORA17041	ORANGE COUNTY RESCUE MISSION	09/24/2024	
	UNIT #B	Emergency Rental Assistance - October		1,058.00
Total for Check Number 138484:				1,058.00
138485	LOP17040	WILFREDO LOPEZ	09/24/2024	
	8961P-A	8961 Pacific #A/Wilfredo Lopez/Final Moving A		1,032.50
Total for Check Number 138485:				1,032.50
138486	LOP17040	WILFREDO LOPEZ	09/24/2024	
	8961P-Aa	8961 Pacific #A/Wilfredo Lopez/Final Moving A		1,032.50
Total for Check Number 138486:				1,032.50
138487	COB17023	LUZ LOPEZ COBIL	09/24/2024	
	8950 PAC-A Dep	8950 Pacific #A Deposit Refund/Relocated/Luz]		1,150.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 138487:	1,150.00
138488	ALL228 95461	ALL CITY MANAGEMENT SVCS, INC. School Crossing Guard Services 9/1/24-9/14/24	10/03/2024	3,032.64
			Total for Check Number 138488:	3,032.64
138489	APW13861 000855784	APWA Annual Membership - APWA	10/03/2024	516.00
			Total for Check Number 138489:	516.00
138490	ATT377 000022329400 000022343347	AT&T Cerritos Intercon Cerritos/Magnolia	10/03/2024	186.50 61.76
			Total for Check Number 138490:	248.26
138491	BEC17043 75375940	SUSAN BECKWITH Deposit Refund /Susan Beckwith/ for 9/22 Picnic	10/03/2024	150.00
			Total for Check Number 138491:	150.00
138492	BOY13501 0000458 2086L	BOYS & GIRLS CLUBS OF GARDEN GI FaCT FY23/24 Actual June Invoice Overpayer Contractual Services (FaCT) Boys & Girls Club	10/03/2024	-88.02 8,168.61
			Total for Check Number 138492:	8,080.59
138493	BYE17051 2023-323 2024-379	THOMAS BYER Permit 2023-323 for 11080-11090 Irwin Dr. Dep Permit 2024-379 for 7128-7140 Marshall Way D	10/03/2024	1,560.00 798.09
			Total for Check Number 138493:	2,358.09
138494	CAS662 760922	CA ST DEPT OF JUSTICE AUG2024/FINGERPRINTS	10/03/2024	147.00
			Total for Check Number 138494:	147.00
138495	CAR17049 2024-403	JUAN CARMONA Permit 2024-403 for 10322 Macduff St. Deposit	10/03/2024	300.00
			Total for Check Number 138495:	300.00
138496	CAR17042 76547503	CARMELA CARR Deposit Refund /Carmela Carr/ for 9/21 Multipu	10/03/2024	300.00
			Total for Check Number 138496:	300.00
138497	CHA17052 2023-197	YANETH & ALBERTO CHAVEZ Permit 2023-197 for 11241 Santa Maria St. Depc	10/03/2024	2,250.00
			Total for Check Number 138497:	2,250.00
138498	CIT15485 LH-NSPA-052410 LH-NSPA-052410A	CITY OF LA HABRA-NORTH SPA FY23-24/North SPA Navigation Center Cost Sha FY23-24/North SPA Navigation Center Cost Sha	10/03/2024	37,338.00 62,662.00
			Total for Check Number 138498:	100,000.00
138499	DIS17045	VARTAN DISHOIAN	10/03/2024	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	2021-366	Permit 2021-366 at 8172 Cerritos Ave. Refund		3,000.00
			Total for Check Number 138499:	3,000.00
138500	ECO15351 30832	ECONO TIRE, INC Repair Taillight and oil change for RAV #4 Lic #	10/03/2024	90.00
			Total for Check Number 138500:	90.00
138501	FRI13695 FY2425-01STFC	FRIENDLY CENTER, INC Contractual Services (FaCT) Friendly Center - Ju	10/03/2024	7,217.98
			Total for Check Number 138501:	7,217.98
138502	HDL13965 SIN043251	HDL SOFTWARE, LLC Business License Payment Services July 2024	10/03/2024	394.20
			Total for Check Number 138502:	394.20
138503	INT1579 FY2425-01STN	INTERVAL HOUSE Contractual Services (FaCT) Interval House - Ju	10/03/2024	1,569.53
			Total for Check Number 138503:	1,569.53
138504	JBX16770 106660-091324	JBX IT & SURVEILLANCE INC Cabling & Installation/SCP Access Control Equi	10/03/2024	1,625.00
			Total for Check Number 138504:	1,625.00
138505	JUA17046 2024-262	MARCO ANTONIO JUAREZ-ORTIZ Permit 2024-262 at 7861 Hopi Road deposit refu	10/03/2024	300.00
			Total for Check Number 138505:	300.00
138506	LEI12358 64084	LEIGHTON CONSULTING INC. Geotechnical services for Premier Park Renovati	10/03/2024	1,153.35
			Total for Check Number 138506:	1,153.35
138507	MAR17047 2024-261	EDUARDO MARTINEZ Permit 2024-261 for 10600 Western Ave. Refund	10/03/2024	1,500.00
			Total for Check Number 138507:	1,500.00
138508	MIN15024 42123	MINUTEMAN PRESS Business Cards for C. Landavazo	10/03/2024	61.18
			Total for Check Number 138508:	61.18
138509	MOR17048 2024-348	JOSE M MORENO Permit 2024-348 for 10201 Fern Ave. Deposit Re	10/03/2024	105.00
			Total for Check Number 138509:	105.00
138510	ONY15505 24-014-R	ONYX PAVING COMPANY INC Retention Release	10/03/2024	55,071.39
			Total for Check Number 138510:	55,071.39
138511	PHA12971 56356	PARS JUL2024/PARS/Administrator Services	10/03/2024	497.34

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 138511:	497.34
138512	PHA17050 2023-412	LOAN PHAM Permit 2023-412 for 10891 Date St. Deposit Ref	10/03/2024	3,240.00
			Total for Check Number 138512:	3,240.00
138513	PSI11874 47336	PSI Repairs to graffiti truck pressure washer.	10/03/2024	969.76
			Total for Check Number 138513:	969.76
138514	RGG16879 5 Retention Pmt#5	R.G. GENERAL ENGINEERING INC Constructoin for the Premier Park Renocation Pr 5% Retention Payment	10/03/2024	153,681.00 -7,684.05
			Total for Check Number 138514:	145,996.95
138515	REG17039 73186631	LUIS REGALADO Deposit Refund /Luis Regalado/ for 9/14 Picnic :	10/03/2024	150.00
			Total for Check Number 138515:	150.00
138516	RES2489 3879016	RESOURCE BUILDING MATERIALS Concrete for SCP Poles	10/03/2024	130.50
			Total for Check Number 138516:	130.50
138517	RJM2515 36662	RJM DESIGN GROUP INC Design for Premier Park Renovation Project AUt	10/03/2024	842.00
			Total for Check Number 138517:	842.00
138518	SOC12606 709607 709608 710436 710437	SO CAL INDUSTRIES Rental of fencing for City owned property at 106 Fence rental for Magnolia and Tina Way - Oct Fence Rental for 8970 Pacific Oct. Fence Rental for 8870 Pacific - Oct.	10/03/2024	59.11 603.27 231.21 208.58
			Total for Check Number 138518:	1,102.17
138519	GAS1282 53641-093024 82007-093024	SOCALGAS Gas Service - Corp Yard Sept Gas Service - City Hall Sept	10/03/2024	66.44 137.27
			Total for Check Number 138519:	203.71
138520	STA2817 7001495496 7001495496A 7001495496B	STAPLES BUSINESS CREDIT Supplies/Building Maintenance Restock Coffee Supplies Office Supplies/Parks & Rec	10/03/2024	3,075.37 45.12 45.53
			Total for Check Number 138520:	3,166.02
138521	CMR14741 100324	UNITED STATES POSTAL SERVICE Replenish Prepaid Postage/ Meter#08046327	10/03/2024	5,000.00
			Total for Check Number 138521:	5,000.00
138522	VAN13002 9914 9914A	VAN RY MAINTENANCE Floor Service Civic Center - Sept 2x Floor Service FRC - Sept 1x	10/03/2024	450.00 150.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 138522:	600.00
138523	VER3059 9974005253 9974005254	VERIZON WIRELESS Mobile/Data Plans/Hotspots 8/17/24-9/16/24 Mobile/Data Plans/Hotspots 8/17/24-9/16/24	10/03/2024	811.30 853.21
			Total for Check Number 138523:	1,664.51
138524	VIS3077 2024-628912-00 2024-636422-00 2024-641506-00	VISTA PAINT CORP Graffiti supplies Graffiti Supplies Paint for Dotson Park Restroom	10/03/2024	66.45 158.69 54.79
			Total for Check Number 138524:	279.93
138525	WAG13143 INV7016967	WAGEWORKS, INC SEP 2024/ Administration and Compliance Fees	10/03/2024	110.00
			Total for Check Number 138525:	110.00
138526	WIR16966 101189	WIRELESS CCTV LLC Lease/(3 Add) Cameras 9/10/24-10/7/24 Safe St	10/03/2024	4,667.88
			Total for Check Number 138526:	4,667.88
138527	XPR15487 4168	XPRESS URGENT CARE STANTON Pre-Employment Exams/Aug2024	10/03/2024	365.00
			Total for Check Number 138527:	365.00
			Report Total (66 checks):	2,026,092.09

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY
OF THE CITY OF STANTON
JOINT REGULAR MEETING OCTOBER 8, 2024

1. **CLOSED SESSION** None.

2. **CALL TO ORDER STANTON CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY JOINT REGULAR MEETING**

The City Council / Successor Agency / Housing Authority meeting was called to order at 6:30 p.m. by Mayor Shawver.

3. **PLEDGE OF ALLEGIANCE**

Led by Mr. Kevin White, Facility Maintenance Worker I, City of Stanton.

4. **ROLL CALL**

Present: Council/Agency/Authority Member Taylor, Council/Agency/Authority Member Torres, Council/Agency/Authority Member Van, Mayor Pro Tem/Vice Chairperson Warren, and Mayor/Chairman Shawver.

Absent: None.

Excused: None.

5. **SPECIAL PRESENTATIONS AND AWARDS**

Presentation of certificate of recognition to Mr. Kevin White, Facility Maintenance Worker I, Public Works Department, City of Stanton, for his invaluable contributions and service to the City of Stanton and the Stanton community.

6. **CONSENT CALENDAR**

Motion/Second: Warren/Van

ROLL CALL VOTE:	Council/Agency/Authority Member Taylor	AYE
	Council/Agency/Authority Member Torres	AYE
	Council/Agency/Authority Member Van	AYE
	Mayor Pro Tem/Vice Chairperson Warren	AYE
	Mayor/Chairman Shawver	AYE

Motion unanimously carried:

DRAFT

CONSENT CALENDAR

6A. 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

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

6B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated September 6, 2024 – September 19, 2024, in the amount of \$1,250,132.75.

6C. APPROVAL OF MINUTES

The City Council/Successor Agency/Housing Authority approved Minutes of Special & Joint Regular Meeting – September 24, 2024.

6D. AUGUST 2024 INVESTMENT REPORT

The Investment Report as of August 31, 2024, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the Investment Report for the month of August 2024.

6E. AUGUST 2024 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of August 31, 2024, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

1. The Successor Agency finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the Investment Report for the month of August 2024.

DRAFT

6F. AUGUST 2024 GENERAL FUND REVENUE AND EXPENDITURE REPORT; HOUSING AUTHORITY REVENUE AND EXPENDITURE REPORT; STATUS OF CAPITAL IMPROVEMENT PROGRAM

The Revenue and Expenditure Report for the month ended August 31, 2024, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information on both the City's General Fund and the Housing Authority Fund.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the General Fund and Housing Authority Fund August 2024 Revenue and Expenditure Reports and Status of Capital Improvement Projects for the month ended August 31, 2024.

6G. REJECT ALL BIDS AND AUTHORIZE TO RE-ADVERTISE FOR THE STANTON COMMUNITY CENTER IMPROVEMENT PROJECT – BACKUP GENERATOR

Staff is requesting that the City Council reject all bids for the construction of the Stanton Community Center Improvement Project – Backup Generator and authorize to re-advertise for bids.

1. The City Council finds that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Rejected all bids for the construction of the Stanton Community Center Improvement Project – Backup Generator; and
3. Authorized staff to revise the bid package and re-advertise for bids the Stanton Community Center Improvement Project – Backup Generator.

END OF CONSENT CALENDAR

- | | |
|-------------------------------|-------|
| 7. PUBLIC HEARINGS | None. |
| 8. UNFINISHED BUSINESS | None. |

DRAFT

9. NEW BUSINESS

9A. DISCUSSION REGARDING LOCAL PREFERENCE FOR CITY PROCUREMENTS

At the City Council meeting of June 25, 2024, Mayor Pro Tem Warren received consensus to review the City's local preference policies as they relate to the City's procurement efforts to ensure continued support of local Stanton businesses. Tonight, the Council will review the existing administrative policy and provide direction to staff.

Staff report by Ms. Hannah Shin-Heydorn, City Manager.

Motion/Second: Warren/Shawver

Mayor Pro Tem Warren called for a motion for staff to research the option to increase the local vendor preference, purchase of supplies and/or equipment from 2% to 3% and for staff to provide the City Council with a listing of use categories within the City's jurisdiction.

Council Member Van called for a substitute motion to proceed with an increase to the local vendor preference, purchase of supplies and/or equipment to 3%.

Motion/Second: Van/Taylor
Motion carried by the following vote:

AYES: 5 (Shawver, Taylor, Torres, Van, Warren)
NOES: None
ABSTAIN: None
ABSENT: None

Motion unanimously carried:

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Directed staff to proceed with an increase to the local vendor preference, purchase of supplies and/or equipment to 3%.

DRAFT

10. ORAL COMMUNICATION

E-Public Comment:

- Mr. Doug Makino, resident, expressed his gratitude to the City Council for their approval of the City's council chamber audio and video upgrades. Mr. Makino commented that this was an important step to ensure that the City maintains access and availability to the community for city council meetings, as well as ensuring transparency, record keeping, and accountability.

11. WRITTEN COMMUNICATIONS None.

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

12A. COMMITTEE REPORTS/COUNCIL/AGENCY/AUTHORITY ANNOUNCEMENTS

None.

12B. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE COUNCIL MEETING

None.

12C. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE STUDY SESSION

None.

12D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING REQUEST TO HOLD A STUDY SESSION RELATING TO HOMESTEADING WITHIN THE CITY

At the September 24, 2024, City Council meeting, Council Member Torres requested that this item be agendaized for discussion. Council Member Torres is requesting to hold a study session to discuss review of the City's ordinances pertaining to homesteading within the City.

Presentation by Council Member Torres.

The City Council received consensus and directed staff to proceed with research and to bring this item back for City Council review at a future City Council meeting.

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

None.

DRAFT

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

- Ms. Hannah Shin-Heydorn, City Manager, expressed her gratitude to Tanaka Farms for their warm welcome, planning, and event operations during the City's Family Excursion to Tanaka Farms on September 28, 2024.
- Ms. Hannah Shin-Heydorn, City Manager, reported that in July, 2024 the City Council approved a contract for parking enforcement services with SP Plus, Corporation and that SP Plus will begin training with staff beginning October 15, 2024 and will be issuing warnings for one week and after will be issuing citations.

14A. ORANGE COUNTY FIRE AUTHORITY

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

Chief Steve Dohman provided the City Council with an update on their current operations.

15. **ADJOURNMENT** Motion/Second: Shawver/
Motion carried at 7:04 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: October 22, 2024

SUBJECT: AWARD A PROFESSIONAL SERVICES AGREEMENT TO BLACK O'DOWD AND ASSOCIATES, INC. FOR PROFESSIONAL DESIGN SERVICES FOR THE STANTON COMMUNITY / SENIOR CENTER IMPROVEMENT PROJECT (TASK CODE NO. 2025-601)

REPORT IN BRIEF:

The City obtained a Community Development Block Grant from the County of Orange for improvements to the City's Community / Senior Center. City staff released a "Request for Proposal" (RFP) soliciting proposals to provide building design services. City staff recommends that Black O'Dowd and Associates, Inc. (BOA Architecture) is the best qualified to provide professional building design services for improvements to the City's Community / Senior Center and is recommending award of the Professional Services Agreement to that firm.

RECOMMENDED ACTIONS:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(a) as operation, repair, and minor interior or exterior alterations of existing public facilities; and
2. Award a professional services agreement to Black O'Dowd and Associates, Inc. for Professional Design Services for the Stanton Community / Senior Center Improvement Project in the amount of \$40,000; and
3. Authorize the City Manager to bind the City of Stanton and Black O'Dowd and Associates, Inc. in an Agreement to provide the services; and
4. Authorize the City Manager to approve a contingency in the amount of \$4,000 to Black O'Dowd and Associates, Inc.

BACKGROUND:

Earlier this year, the City received a Community Development Block Grant (CDBG) from the County of Orange for improvements to the City’s Community / Senior Center located at 7800 Katella Avenue.

The project scope includes improvements and ADA enhancements to the Senior Center area restrooms, entry lobby and hallways. Improvements include repainting, replacement of doors, lighting fixtures, flooring, counter tops, ceiling tiles, mirrors, toilets and urinals.

ANALYSIS/JUSTIFICATION:

A “Request for Proposal” (RFP) was issued on August 22, 2024, with a proposal due date of September 23, 2024, and three firms provided proposals.

An internal City review committee consisting of the Community Services Director, Assistant City Engineer, and Associate Engineer evaluated the proposals. The review committee established their scoring and ranking on criteria that included approach to work, cost, demonstrated record of success and qualifications. The consultants were ranked as follows:

Rank	Consultant	Fee Proposal
1	Black O’Dowd and Associates, Inc.	\$ 40,000 *
2	IDS Group, Inc.	\$ 55,530
3	PBK Architects, Inc.	\$ 154,000

*Negotiated to include optional value-added elements.

BOA’s original fee proposal was received for \$37,000, excluding potential additional light fixtures that may need to be installed / designed. Upon request, an updated fee proposal was received to include the optional value-added elements for an additional fee of \$3,000, bringing the total fee proposal to \$40,000.

Per the City’s Purchasing and Contracting Guidelines, proposals must be evaluated using the Qualification-Based Selection process in accordance with Public Law 92-582, which requires that the selection of professional services be based on demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services at a fair and reasonable price.

Based on the results of the RFP process, BOA demonstrates competence through their proposal and is qualified to provide Design Services for the Stanton Community / Senior Center Improvement Project. Additionally, BOA has successfully prepared similar design projects for city-owned community buildings for the Cities of Torrance, Hawaiian Gardens, and Irvine.

FISCAL IMPACT:

The Fiscal Year 2024/2025 Adopted Budget includes \$420,000 for the Stanton Community / Senior Center Improvements Project (Task Code 2025-601), which is funded by a federal Community Development Block Grant from the County of Orange and the City’s General Capital Projects Fund available fund balance (Fund #305). The following table presents an estimated breakdown of the total design costs:

Description	Amount
Consultant Agreement	\$ 40,000
Contingency (10%)	\$ 4,000
Total	\$ 44,000

ENVIRONMENTAL IMPACT:

The project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(a) as operation, repair, and minor interior or exterior alterations of existing public facilities.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

STRATEGIC PLAN OBJECTIVE:

Obj. No. 3: Provide a quality infrastructure.

Prepared by: Han Sol Yoo, Associate Engineer

Reviewed by: Cesar Rangel P.E., Director of Public Works/City Engineer

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

ATTACHMENT:

- A. Professional Services Agreement

**CITY OF STANTON
PROFESSIONAL SERVICES AGREEMENT
FOR
STANTON COMMUNITY / SENIOR CENTER IMPROVEMENT DESIGN SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 (“City”) and **Black O’Dowd and Associates, Inc. DBA BOA Architecture, a Corporation**, with its principal place of business at **1511 Cota Avenue, Long Beach, CA 90813** (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional design consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional design consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the **Stanton Community / Senior Center Improvement** project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **design** consultant services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **October 23, 2024** to **March 31, 2025**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractors, Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, 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 pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Edward Lok Ng.**

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all

purposes under this Contract. The City Manager hereby designates **the Public Works Director**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Edward Lok Ng**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

- (a) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) **Professional Liability:** Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

- (d) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability shall be endorsed to provide the following:

- (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (b) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (d) Professional Liability shall be endorsed to provide the following:

- (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers' Compensation shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **FORTY THOUSAND DOLLARS (\$40,000)** ("Total Compensation") for the entire term of the contract without written approval of City's **Director of Public Works**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Black O'Dowd and Associates, Inc. DBA BOA Architecture
1511 Cota Avenue
Long Beach, CA 90813
Attn: **Edward Lok Ng**

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: **Cesar Rangel, Director of Public Works**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant.

Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 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.

3.5.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

The obligation to indemnify, as provided herein, shall survive the termination or expiration of this Agreement.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.8 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.9 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.10 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.11 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.12 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.13 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.14 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.15 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.16 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.17 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.19 Declaration of Political Contributions. Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political

contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

3.20 Subcontracting.

3.20.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 2024.

CITY OF STANTON

BLACK O'DOWD ASSOCIATES, INC.

By: _____
Hannah Shin-Heydorn
City Manager

By: _____
Name:
Title:

ATTEST:

By: _____
Patricia Vazquez
City Clerk

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT "A"
SCOPE OF SERVICES



CITY OF STANTON

SEPTEMBER 23, 2024

PROFESSIONAL DESIGN FOR THE STANTON COMMUNITY / SENIOR CENTER IMPROVEMENT PROJECT

Community Development Block Grant (CDBG)
No. 012-24011211

SAMPLE PROJECTS DESIGNED BY BOA:



WILMINGTON SENIOR/MULTI-PURPOSE CENTER
LOS ANGELES AREA-WILMINGTON



SANTA MONICA AIRPORT ADMIN BLDG.
NEWLY RENOVATED RESTROOMS



NEW MODERNIZATION AT DMV
EL CAJON WITH NEW IT AND AV
TECHNOLOGY



YOUTH ACTIVITY TEEN CENTER
CITY OF SIERRA MADRE



NEW RESEETROOMS WITH LOCKERS
LACO ISD, EDDIE HEREDIA, EASTSIDE
BOXING CLUB



BLACK O'DOWD AND ASSOCIATES, INC.
DBA BOA ARCHITECTURE
1511 COTA AVENUE
LONG BEACH, CA 90813
PH: 562-912-7900

POINT-OF-CONTACT:
EDWARD LOK NG, PRESIDENT
LOK.NG@BOAARCHITECTURE.COM

TABLE OF CONTENTS

- | | |
|--|-----------------------------------|
| 1. Letter of Transmittal | 6. References |
| 2. Firm Structure & History | 7. Schedule |
| 3. Key Personnel | 8. Insurance Requirements |
| 4. Proposed Approach | 9. Exceptions & Diviations |
| 5. Design Team Organization Chart, Past Experience | 10. Proposal Acknowledgement Form |

1. LETTER OF TRANSMITTAL

City of Stanton

September 23, 2024

RE: PROFESSIONAL DESIGN FOR THE STANTON COMMUNITY /SENIOR CENTER IMPROVEMENT PROJECT

To: Han Sol Yoo, Associate Engineer:

After walking the project site and discussing the scope of work with you, we think we are a very "good fit" for this project. Black O'Dowd and Associates, Inc. DBA BOA Architecture is pleased to submit its qualifications for your Request for Proposal for your Community / Senior Center Improvement Project. BOA Architecture is a 8-person architectural firm with a competitive advantage in "smaller" municipal architectural projects and ADA Compliance Projects. If awarded this project, your point of contact will be Edward Lok Ng, President of BOA Architecture. The company is a corporation and has been in continuous operation since 1961. We are very familiar with Community Center renovations, and with facilities modernization for municipal facilities. We recently completed a similar renovation at your Stanton Family Resource Center, and are currently assisting the following municipalities with almost exactly the same type of Community Center modernization to their facilities: City of Irvine, City of Diamond Bar, City of Placentia, the City of Cypress, and the City of Pasadena.

For the past 60 years BOA Architecture has provided exceptional new and renovation building designs to the public sector with over 2000 projects encompassing LEED/Sustainability Designs, innovative solution to renovations and additions; tenant improvements projects; façade improvements projects, ADA compliance, and parks/recreation projects. We have worked for over 80 different Cities in the Southern California area. Our expertise encompasses a wide range of architectural projects that are categorized as "smaller" public works projects in the \$30,000 to \$3,000,000 construction range. Ninety percent (90%) of our current work load is for municipalities such as yours. In recent years, BOA Architecture has performed numerous renovations, parks, community centers, city halls, police departments, and fire stations for local public entities that are very similar to your project. Our staff expertise and production systems are geared for these types of "smaller" and often "messy" municipal projects. We can compete with just about any other firm on these public building types and have the confidence that you will find BOA Architecture to be the most competent and cost effective.

We have included numerous similar architectural Senior Center and Community Center renovation projects for your review. BOA is intimately aware of expediting these types of projects through Plan review and through Construction. Our efficient ways maximize productivity while minimizing unnecessary expense and eliminating wasted time.

Consistent with our policy of exceptional customer service, we will commit to a 1-hour response time. Meaning a licensed architect can be at your office to respond to your architectural needs within 1 hour. Our office is within 20 minute drive time to your City Hall or Community Center.

Thank you for the opportunity to submit this request for proposal. We hope that our proposal communicates our enthusiastic interest and the strengths of our firm, project team, and approach. If BOA is successful in being awarded this project, we can begin work immediately and do everything within our resources to meet your 3-month schedule and construction budget. The following are statements that you have requested

- BOA has thoroughly examined and become familiar with the work required in this RFP and is capable of performing quality work to achieve the objectives of the City.
- BOA is in receipt of all addenda.
- Our proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal.
- Signature of the official authorized to bind Consultant to the terms of the proposal's signed by Edward Lok Ng, President of BOA.
- We are attesting that all information submitted with the proposal is true and correct.

BOA Architecture's mission statement is to be a recognized leader in architecture and to consistently exceed our commitments to, and expectations of our clients, employees and design partners. We thank you for your time and consideration.

BOA ARCHITECTURE



Edward Lok Ng, Architect/ LEED AP

E-mail: lok.ng@boaarchitecture.com
Direct: (310) 480-7730

2. FIRM STRUCTURE & HISTORY

FIRM PROFILE

BOA is an S-Corporation architectural firm and a certified Small Business Enterprise (SBE) by the State of California DGS department. The company's corporate officer and principal is Edward Lok Ng (licensed architect in the State of California). BOA has been in continuous business since 1961. The firm has six (7) architectural staff, and one (1) office manager, totaling seven (8) employees. In addition to architecture and ADA Compliance services, BOA also provides in-house interior design services.

LEGAL NAME AND ADDRESS:

Black, O'Dowd and Associates, Inc.
DBA BOA Architecture
1511 Cota Avenue
Long Beach, CA 90813
Phone: (562) 912-7900

STRUCTURE OF FIRM:

California Corporation #D055-4236
Federal I.D. #95-2632309
State I.D. #153-7551-2
City of Los Angeles-Business License
#437008-75
Dun & Bradstreet #04-441-9737

SERVICES PROVIDED BY FIRM:

Architecture
Interior Design
ADA Compliance Consultant

PERSONNEL BY DISCIPLINE:

Architectural Staff: 7
Administrative Staff: 1
BOA currently employs 8 employees.

YEAR FIRM ESTABLISHED:

BOA was originally established in 1961 under the name of Black, O'Dowd and Associates

CURRENT INSURANCE COVERAGE:

Professional Liability - \$2,000,000
General Liability - \$2,000,000
Limits can be increased if required and are negotiable on an individual basis.

PRINCIPAL CONTACT:

Edward Lok Ng, Architect, LEED AP
Employed since 1982, Principal since 1996, License
CA #C16840

FIRM'S ANNUAL DESIGN FEES RECEIVED:

Approximately \$1,500,000 to \$2,000,000

CURRENT WORKLOAD:

Our current workload is moderate and is such that we can begin your Project immediately.

3. KEY PERSONNEL

STAFF RESUMES



EDWARD LOK NG, ARCHITECT, LEED AP

PROJECT RESPONSIBILITY

- Maintain Client communication, lead overall design effort in form and function, compile client and user group input and day-to-day contact with Client.

EDUCATION

- Bachelor of Architecture, University of Hawaii, 1981

PROFESSIONAL REGISTRATION

- Licensed Architect, C-16840, State of California, 1986
- LEED Accredited Professional 2009
- Completed Accessibility Surveyor Training for State Leased Buildings and Facilities, State of California, since 2003

EXPERIENCE: Edward Lok Ng has been a member of BOA since 1982. Principal and Director of Design, Mr. Ng has over 40 years of experience in all phases of the design process. He has personally designed and managed over 500 municipal facility projects and over 300 parks and recreation projects, and over 200 civic center renovation projects. He leads a talented team of designers and consultants to ensure that design solutions effectively meet the clients' and users' needs while adhering to client schedules and budget constraints. He is proficient in computer aided design (CADD). He has been the Project Manager Designer for numerous City Hall facilities, civic/public buildings, parks and recreation, educational facilities, and ADA retrofit/transition plan projects. This experience coupled with Mr. Ng's dedication and commitment to design excellence has led to numerous honors and commendations for BOA. Currently, Mr. Ng is the Project Manager for all "On-Call" projects for the Cities of Irvine, Santa Ana, Cypress and Placentia as well as the firms current on-call projects with LA County ISD, City of San Bernardino, and Fire Station remodel for LA County Eastside Box Club facilities in East L.A. A certified plan review consultant to California's Division of the State Architect, Mr. Lok Ng has completed DSA-sponsored training as an Access Compliance Plan Reviewer and Accessibility Surveyor. As a member of the City of Long Beach Disabled Access Appeals Board since 1994 and the Design Review Board for the City of Downey since 1989, he has reviewed applications and appeals for a broad range of commercial and municipal designed projects. He is also LEED, AP Certified and has design several LEED Certified projects. His expertise on sustainability design will be a definite asset towards your sustainability goals.



LEONARDO ARTEAGA PROJECT MANAGER, CASP

PROJECT RESPONSIBILITY

- Apply and interpret technical requirements of the Americans with Disabilities Act and access provisions of the California Building Code.

EDUCATION

- Bachelor of Architecture, California State Polytechnic University at Pomona, 2002

PROFESSIONAL REGISTRATION

- California Certified Access Specialist, 2009 - CASp #55
- ICC-Certified Accessibility Inspector and Plan Examiner - #8088179

EXPERIENCE: Leonardo Arteaga is a Project Manager with expertise in applying and interpreting technical requirements of the Americans with Disabilities Act (ADA) and access provisions of the California Building Code (CBC). Mr. Arteaga is a California Certified Access Specialist. He graduated from California State Polytechnic University, Pomona, in 2002 with a Bachelor of Architecture degree and has been at BOA Architecture since 1997. In 2009, he successfully fulfilled the experience and testing requirements set forth by the Division of the State Architect (DSA) and became a California Certified Access Specialist. His experience ADA Compliance experience includes accessibility plan check services on behalf of the DSA-Los Angeles Basin Regional Office and the County of San Bernardino-Department of Risk Management, ADA Transition Plan and accessibility inspections, compiling inspection information into accurate and concise accessibility reports, cost feasibility reports, and code analysis roles covering all phases of barrier removal. His relevant experience and expertise includes all types of municipal facilities (City Halls, Theaters, Auditorium, Community Centers) for ADA Compliance for the Cities of Long Beach, Placentia, Irvine, Huntington Beach, and for the State of California DMV at Oxnard. Other experience include DSA-LA Basin Region Office – Consultant Access Compliance Plan Reviewer (2008-2011), County of San Bernardino, CA – Inspection, Review and Analysis, and ADA Title III Private Entity Accessibility Surveys – multiple facilities. Please note that Mr. Arteaga completed the modernization of 4 community Centers for City of Irvine.

4. PROPOSED APPROACH

Proposed Approach

This section contains a description of our project management approach and methodology, highlighting the services we are providing to complete your project as contained in the Scope of Work of the RFP. We have visited the site and we totally understand what needs to be done. We will commit to renovate the community center restrooms, main hallway, and all items written in your RFP. Note that BOA has in the past renovated over 60 Community Center projects and we recently, and successfully, completed the Stanton FRC for you.

BOA has over 60 years of continuous architectural experience in managing and designing similar public facilities from project conception to project close-out. Our staff also has an abundance of architectural Public Works facilities experience and successful past performance for the following areas of an architectural project that will be included in your project:

- Program Development
- Feasibility Studies/Project Definition
- Conceptual Design
- Project Design-Construction Documents
- Specifications
- Design Reviews
- Cost Estimating
- Value Engineering
- Constructability Reviews
- Building Evaluations
- Troubleshooting
- Construction Support Services
- CADD/Drafting Work (BIM/3D)

BOA's project management approach is based upon our extensive past experience in preparing comprehensive architectural construction documents for architectural Community and Senior Center renovation projects using a Multi-Discipline Design Team. Your project will need not only architectural expertise, but also other design disciplines, such as ADA Compliance (in-house expertise), and Engineering design. BOA will provide leadership and direction to the Design Team. BOA's management approach incorporates 6 components used successfully on facilities design projects:

1. PROJECT MANAGEMENT

BOA, throughout an extensive history of municipal Senior Center and Community Center design, and facilities addition/renovation continues to develop and refine its management philosophy to better address its future projects. BOA will implement our most advanced management techniques in the undertaking of this project. The goal of our management philosophy is to accomplish a well-designed project that exceeds client expectations, meets its budget, is deliverable on time, and meets all functional needs and City, State and County building code requirements. Our techniques of management encompass the ideals by which these goals are achieved. Our project management approach is characterized by the following considerations:

Design/Management Integration: Successful projects require the fusion of the design disciplines with those of management. They must have common goals and an integrated process. This is best achieved by appointing leaders with mutual respect and extensive facilities modernization and public works design experience on similar projects.

BOA will have Edward Lok Ng, Principal, as the Project Manager on your project. An examination of Mr. Ng's qualifications reveals that he has personally designed and successfully managed and designed over 10 Senior Centers and 40 Community Center's architectural renovation projects for nearby cities and over 500 other Municipal facilities modernization projects and he has been the project Designer in all BOA's recent projects involving Community Centers. It is the Project Manager's task to help establish the appropriate design vision and see it through its successful realization.

Client Participation: Client participation will be critical. Design goals cannot be realized without the thorough understanding of the client's needs and sensitivity to patrons and city staff that use your facilities. The early involvement of the client and the users will be continued throughout the design process. The Project Manager will ensure that the efforts of the team are always addressed to the specific client user group. The understanding and involvement of the client will extend to City appointed representatives, i.e., maintenance managers, engineering staff, and City inspectors and engineers in a mutually productive partnership.

BOA is intimately familiar with both modernization and renovation to community center facilities. Team-work and close coordination among staff, consultants, and the Clients are essential to a successful project. Timely participation and response of the Client is absolutely critical if the project is to be successful and "on time". BOA will be responsible for ensuring that a high degree of coordination occurs and that project milestones are met. BOA's biggest assets are its attention to construction details, thoroughness in drawing documentation and ease of constructability. A major priority of BOA will be to establish continuing dialogue with your staff, Building/Safety plan check, and representatives of interested parties so that our products reflect community goal, City policy, and conformance with your Design/Manual Standards.

Continuity: The understanding of the project needs and the resultant design goals must be maintained throughout the project's duration. In construction phases, it is as necessary as in the design phases, to make certain that the original intent, of the client and designer are realized in the final built product. This will be very important in the construction phasing of your project. The key members of the team, under the leadership of the Project Manager will be responsible for the direction of the project throughout all phases to ensure continuity of design intent.

2. PROJECT DOCUMENTATION

Project Documentation is a result of systems set up in BOA's Project Management Manual. This guide on how to run a project effectively and efficiently, developed more than 60 years of architectural practice, is firm, but flexible; responsive to the specific dynamics of specific projects, but unyielding in its insistence on full documentation, responsiveness, and performance. Keys elements include:

Project Checklist: This is initiated at the beginning of each project and services as a guide of all elements of the project to be completed, and as a central index for all project related material. It is continually updated and reviewed during regular project audits.

Product File and Technical Project Checklist: Initiated at the commencement of design, this checklist serves to record all considerations and decisions regarding building materials and methods to be used in construction. It also becomes a comprehensive guide for preparation of the Construction Documents.

3. CONSULTANT COORDINATION

The engineering consultants play a very critical and active role in all phases of the work. The Project Manager leads in coordinating the efforts of consultants with the help of:

- Frequent coordination meetings.
- Consultant orientation packets which are distributed at project commencement and periodically through the project.
- Clearly defined scopes of work which define separation of responsibilities and eliminate grey areas.
- Milestone Outline, prepared specifically for each project which clearly defines consultant performance expectations for each phase.
- Project Schedule coordinated with a milestone outline, reviewed and signed off by all consultants.
- Drawing Status Log which is updated every two weeks which track's consultant's performance.
- CADD (AutoCAD 2024 and Revit 2024) procedures involving background and overlay methodologies that insure up-to-date and coordinated design effort. Your project drawings will be completed using BIM/3D/Revit 2017 (3 dimensional modeling).

4. CONSTRUCTION ADMINISTRATION

BOA understands the importance of efficient construction administration. To ensure that the design and technical intent are conveyed to the contractor and that the project knowledge is available throughout this phase, the construction administration is led by the project manager. The Project Manager, Edward Lok Ng will personally review shop drawings as well as attend all job site meetings to resolve technical design issues. A Senior Project Manager from each of our engineering consultants will be assigned to assist the Project Manager and ensure that the highest standard, procedures and methods of construction are employed. BOA has a Construction Administration Manual to assist the Project Manager with an established system to track shop drawings, RFI, change orders, and documentation of construction site meetings, so that keys decisions are tracked and managed for the benefit of the Client.

If there will be on-going operations and services, BOA will assist in the development of a Construction Phasing Plan to ensure that on-going operations and services will have minimum disruptions. BOA is well aware of the need for City facilities and services to remain operational during construction. We have had good results recently assisting the Cities of Long Beach, Torrance, City of Irvine and Huntington Beach on renovation and addition projects that require facilities to remain open during construction.

5. QUALITY CONTROL

Quality assurance begins with the commitment, experience and abilities of the team members. All of the firm's personnel contain many design specialists versed in the complexities of the individual phases of the design process. The quality assurance program for the project will draw on these skills to assist the team in obtaining its goals for a design of vision that delivers the maximum functional and accessibility solution to the user that addresses the needs of the client and does so with the most efficient construction process. BOA has an established Quality Control program that is based on three mechanisms:

The Quality Control Manual: The Quality Control Manual documents, activities, tasks, and deliverables are to be achieved in each phase of work. Checklists are included and, at the completion of each phase, are signed off by the Project Manager. The manual also includes exemplary forecasts for meetings, programs, schedules and agendas. We have a quality control checklist that is customized especially for Public Works facilities renovation projects. Checklist items range from electrical and plumbing fixture standards, to City/County department clearances, to record drawing procedures, to amount to copies needed for review submittals, and much more.

Quality Control Review: Quality Control Reviews occur prior to review Submittals and at key points in the project schedule. During these reviews, the entire sets of documents are checked by an experienced, a licensed architect who has had major experience in the design of similar projects to ensure a "questioning character" in this process. Major emphasis is placed on Constructability and on satisfying the operational requirements of the user and thoroughness of documentation. As a part of this project, BOA will commit Mr. Leo Arteaga, CASP./Quality Review Officer. Mr. Arteaga will be ideal for this role because of his extensive municipal and Public Works experience and familiarity with working on municipal facilities and ADA Compliance. Mr. Arteaga will review all deliverables at, 50%, and 95% completion. This involvement is formalized and part of the quality control manual procedures. We are committed to providing quality design services and trust that our past work with the City of Irvine, Santa Ana, Placentia, and with other local cities is indicative of that commitment.

Project Standards: From our experience of over 2000 architectural Public Works projects, BOA has developed its own Project Standard that can be customized to the Client that enhances quality control of bid documents and the construction process. Project Standards include:

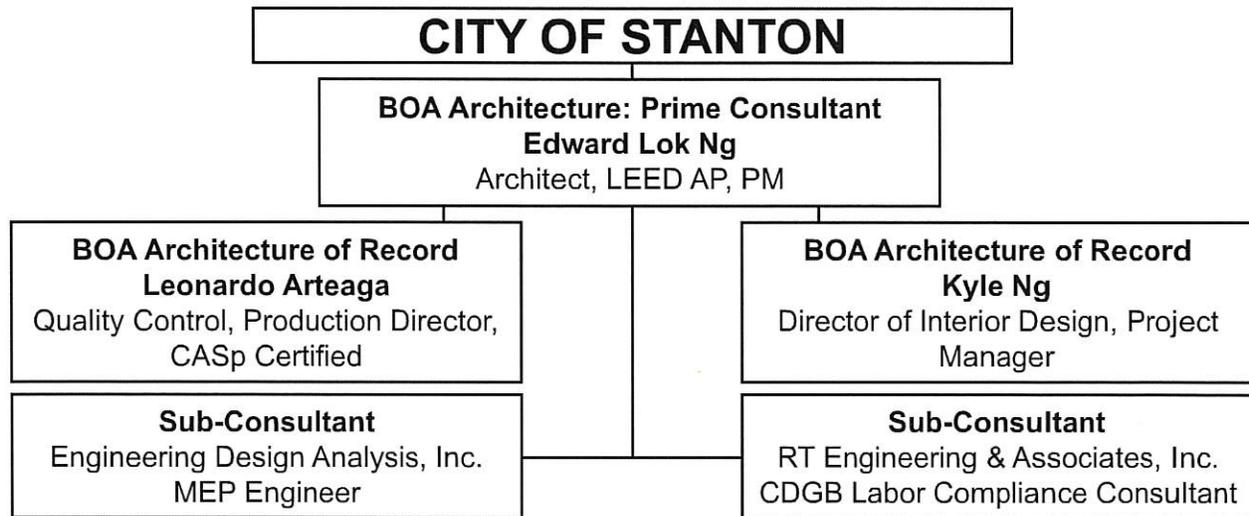
1. Construction document detail drawings: With the input of past governmental clients, BOA has developed, refined, and field tested over 300 Standard construction details that are geared for public works renovation/addition projects. We have Standard, field tested, construction document details for just about every field condition possible; accessible lavatory counters, transitions of existing to new addition, restrooms upgrade, signage, railings, entry doors, stairs, ramps, site work, parking lot, window/door replacement, roof repair, building expansion joints, new flooring, new addition to existing, HVAC replacement, and lighting replacement, etc.
2. BOA has developed a standard facilities modernization equipment list e.g., types of flooring, new handrails, access lifts, lighting fixtures, plumbing fixtures, drinking fountains, furniture, restroom accessories, public counter retrofit, ramp equipment, roof materials, etc., complete with manufacturer Model # and their acceptable approved equal. The Standard equipment list have been field tested and proven to be of high quality, durability, parts availability, and acceptable to the many past municipal clients.
3. BOA has developed a standard keynoting system with over 150 items that addresses virtually every facility field condition and ADA Compliance conditions and many specialize retrofit/repair conditions. These standard keynotes have been field tested and refined, and have proven to be clear and concise to construction contractors.

6. WORK PLAN

An integral part of our management approach is to develop a written Work Plan during the project's Pre-Design phase, so that the Design Team and Client have clear written directions and instructions for each phase of the project. We will create a written Work Plan for each design phase of your On-Call Projects assigned to BOA, as well as a project Time Schedule and reconcile the budget, upon initiation of the project. Due to page limit, our sample Work Plan is available upon request.

5. DESIGN TEAM, ORGANIZATION CHART, PAST EXPERIENCE

DESIGN TEAM & ORGANIZATION CHART



Above is our Organization Chart and proposed Design Team. Please note that BOA Architecture, as the prime-consultant, will be responsible for all aspects of your project, including architecture and engineering. Our sub-consultants that are listed above are all State of California licensed professionals in their respective disciplines and have teamed with BOA on numerous Public Works Architecture Projects. Please note that we have asked David Volz Design (DVD) to join our Team to spearhead the exterior site improvements on this project. DVD has delivered on 12 recently completed City of Stanton Parks and Recreation Projects. Their full qualifications are available upon request.

Mechanical Electrical Engineering: Engineering- Design-Analysis 10231 Slater Ave., Suite 203, Fountain Valley, CA 92708 Kevin Friedman, P.E. CA State License# 27267- holds a BSME from Purdue University. Mr. Friedman has over 30 years' experience in Public Works projects in facilities planning and design, interiors design, special building systems planning and design, laboratory design, controls, energy conservation, and computerized building modeling and simulation for commercial and public works projects.

CDGB Labor Compliance Consultant: Inland Empire Regional Office, 202 E. Airport Drive #140, San Bernardino, CA 92408 (909) 763-3194. Regina Talamantez. RT Engineering & Associates, Inc. (RTEA) is an Engineering firm providing professional engineering services in program management, construction management, design, environmental, public outreach, and community relations. RTEA assists local, state, and federal agencies in delivering heavy civil and high-profile projects within the transportation, water, and infrastructure industry.

RTEA is a California corporation, founded in 2011 by Regina Talamantez, a licensed civil engineer in the state of California. With over 32 years of experience in the transportation industry. Her experience is diversified in design, construction, LDGB Labor Compliance and program management both in the public and private sectors.

RTEA personnel have proven track records in managing projects on time, within budget and in a safe manner innovative and diverse team are well-seasoned professionals who are experts in the areas of staff augmentation works, water authorities, water districts, airports, railroads, and joint power authorities, in addition to state and federal RTEA is committed to excellence from the conceptual planning stage through to the completion of construction.

Labor Compliance Experience:

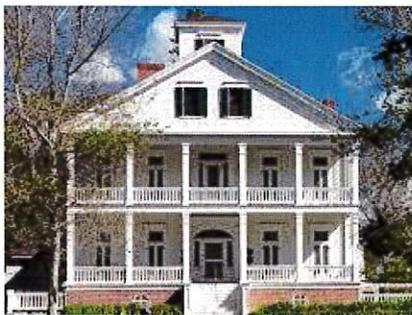
- City of South Gate DPW Firestone Blvd Bridge over the Los Angeles River
- City of Norwalk DPW – Alondra Pavement Rehabilitation
- City of Norwalk DPW – Firestone Bridge over the San Gabriel River
- City of Moorpark DPW – Asphalt Overlay of Spring Rd, Princeton Ave, Poindexter Ave & Gabbert Rd
- City of Palm Springs DPW – CIP HSIP Cycle 7 Traffic Signal Improvements (17 Intersections)
- City of Moreno Valley DPW – CIP The Advanced Dilemma Zone Detection Systems (65 Intersections)
- SANDAG Pershing Drive Bikeway Project (Labor Compliance & Skilled Workforce Training)

In the following pages, you will find the BOA's Past Project Experience. These past projects were all designed by our current in-house staff.



The main entry located at the corner of Pacific Coast Hwy./Eubank Ave in Wilmington, is a contemporary expression of the historic Banning House

Photo of nearby Historic Banning House



Playful colors define the stage at the Multi-Purpose Rm. Commercial kitchen for meals program Spacious interior hallways overlooks courtyard.

Project: Wilmington Senior/Multi-Purpose Center at Banning Park, Los Angeles Area-Wilmington, CA

Client: City of Los Angeles, Recreation & Parks Dept. contact Paul Tseng ph: 213-847-9435

Construction Cost: \$2,400,000 **Completed:** 2003 **Architect Team:** Edward Lok Ng,

Project Description: A new "state of the art" facility dedicated to senior citizens. It will meet recreational/social needs of seniors and provide a "home away from home." This 12,000-sf facility is located on the grounds of the National Historic Banning House. BOA worked closely with a Historic Consultant to locate & design a new building that was compatible but did not mimic the Banning House. BOA also coordinated with the Councilman's Office, User Groups, City Cultural affairs, and Park Preservation to resolve design conflicts. This U-shape building with a courtyard focus, offered natural lighting within a secured environment, and provided a pleasant setting for seniors to meet and outdoor recreation. It was designed specifically for seniors with limited mobility and varying disabilities. This facility exceeds ADA accessibility code requirements, featuring access lift to the stage, automatic opening doors, liberal use of handrails/grab bars in the hallways, and an open plan to facilitate visual accessibility. Crime prevention features included access controls, selective use of windows at ground level, and natural surveillance at courtyard and front entry. BOA coordinated workshops with Senior & park user groups to formulate security, programmatic, accessibility goals and provided a forum for User input.



Street into entry courtyard



Multi-purpose Rm. for dining/dancing/card playing



Courtyard entry

Project: Bartlett Senior Center, Torrance, CA **Client:** City of Torrance, 3031 Torrance Blvd., Torrance, CA 90509

Architect Team: Edward Lok Ng; project manager/project designer

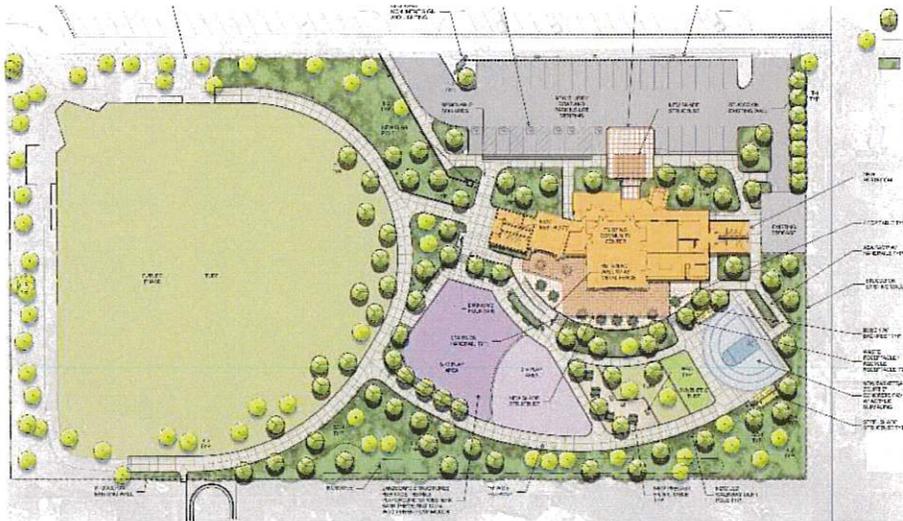
Project Description: This new two-story, 13,000 square foot facility provides both recreational and social needs of senior citizens in Old Downtown Torrance. It was designed specifically for seniors with limited mobility, and exceeds ADA code requirements. Accessibility features included; an elevator, automatic opening doors, liberal use of handrails/grab bars, and an open plan to facilitate accessibility. An entry courtyard shaded by trees welcomes visitors and seniors. A full commercial kitchen serves over 300 hot meals per day. To bring the project within a tight budget, the 5000 sf multi-purpose room was constructed over 6 existing championship quality shuffleboard courts. Great effort was made to preserve the shuffleboard courts in both the design and construction phases. CPTED (Crime Prevention Through Environmental Design) features include, CCTV, access controls, and natural courtyard surveillance. The building exterior was designed to be architecturally compatible with the adjacent "Art Deco" style museum. A Senior Advisory Committee was organized to formulate security and accessibility goals, and provide user input in the design process. The courtyard allowed seniors to participate in recreational activities or "people watching" in a secured lush/shaded outdoor space.

PROJECT EXPERIENCE



HERITAGE PARK, *City of Diamond Bar (currently in Construction Document phase of Design)*

Heritage Park, spanning 3 acres in the City of Diamond Bar, is undergoing a comprehensive modernization. BOA Architecture partnered with David Volz Design (DVD) to spearhead the renovation of the park grounds, and completely renovating the existing community building & add 2000sf. This collaborative effort will create an inclusive recreational space that caters to the diverse interests of the community. The revitalization plan with DVD & BOA's innovative touches, encompasses a themed play design inspired by the historic Diamond Bar ranch style that reflects the ranch style of the new shade structure. Within the park, two distinct play areas will be created, accompanied by a new basketball court, and shaded amenities. A picturesque walking path will encircle the park's perimeter, providing a scenic route for visitors. The project also includes a diverse selection of trees and an upgraded irrigation system featuring bioswales, water quality enhancements, and basins. The existing 5000sf Community Center Building (large community rm, daycare rm., admin offices) will be completely remodeled with new lighting, HVAC, flooring, ceiling-wall acoustics, warming kitchen, A 2000sf building addition will further enhance the community building with new storage, expanded kitchen, more offices, and new restrooms. New shade structures with an iconic entry tower will recall the City's historic windmill structure. Other shade structures off the large community room and daycare room, will further enhance indoor-outdoor programing.



Client: Diamond Bar, City
Nicholas Delgado, PE
Public Works PM
21810 Copley Dr.
Diamond Bar CA
909-839-7043
NDelgado@diamond
barca.gov

Key Elements:
3 age group play
equipment.
Expansive custom shade
structures
Basketball court
Community building
Public Park restrooms

Services provided:
Schematic Plans
Design Development
Construction Documents
Construction Admin.

Design start: 11-2023
Construction: 1- 2025
Construction cost: 10 mil
Design cost: \$\$500,000

BOA Architecture design team:
Edward Lok Ng, Kyle Ng,
Leo Arteaga, Josue Soma

DVD design team:
Eric Sterling, Kevin Volz,
Luis Pedraza, Xitlali



Modernize 3 DMV's at Hawthorne, El Cajon, and Oxnard

Architect Team: Edward Lok Ng, Miguel Andrade, Leo Arteaga, Jerry Sturm

Year Completed: Hawthorne 2015, El Cajon 2016, Oxnard 2018 **Construction Cost:** \$3.4 million

Location: Locations at California at Hawthorne, El Cajon, Oxnard **A/E Fee:** \$900,000

Client: Dept. of Motor Vehicles (DMV), California State DGS, RESD, PMB, Rick Allen, (916) 718-3789

Project Description:

BOA Architecture was commissioned to provide investigative and design services to bring 3 DMV facilities into compliance with current ADA and CBC accessibility standards and to modernize its electrical, computer data, HVAC, and Customer service systems to better serve the public:

- Hawthorne DMV, LA County, \$900,000 construction cost
- El Cajon DMV, San Diego County, \$1,100,000 construction cost
- Oxnard DMV, Ventura County, \$1,400,000 construction cost
-

The projects addressed many accessibility issues such as exterior paths-of-travel, parking, ramps/stairs, handrails, hi-low drinking fountains, entrances, door hardware, automatic access doors, counters, ADA restrooms, employee lounges, interior paths-of-travel for both employees and the public, and interior/exterior signage. New signage included directional wayfinding, tactile room ID signs, and means of egress signage including tactile exit signs. The projects also addressed many deferred maintenance issues such as indoor and outdoor lighting replacement to LED's, parking lot repaving, new landscaping, replace wood siding with plaster, HVAC duct cleaning, upgrade electrical service, and new interior and exterior signage. Other issues addressed were the modernization of its electrical, computer data, HVAC, and Customer Service systems to better serve the public. Construction cost of completed projects ranged from \$900,000 to \$1,400,000 per DMV. Full-service ADA surveys (to determine all access compliance deficiencies) and Schematic Design (derived design options to best resolve barriers to the disabled), were completed for each DMV and DSA and State Fire Marshall plan review and approval were secured for each DMV facility. To ensure proper technology function, BOA worked closely with AV Technology and Information Technology to coordinate elect. Power needs and location of TV's, cable trays, audio speakers, data/power for workstations, new furniture/workstations and DMV cueing system.



Existing at DMV El Cajon



New Modernization at DMV El Cajon with new IT and AV technology



Modernized ADA parking & Accessible Entry, DMV El Cajon



New ADA Accessible Public Counter, DMV Hawthorne



New ADA Restrooms, DMV Hawthorne



BEFORE



New Computer Room

Hawaiian Gardens Teen Center

Construction Cost: \$600,000 **Owner:** City of Hawaiian Garden **Architect Team:** Edward Lok Ng, Leo Arteaga
Completed: 12-2020 **Project Description:** BOA was commissioned to completely renovate and convert an existing 3000 sf. old pre-manufactured building that was used as a childcare facility to a new facility dedicated to teenagers of Hawaiian Gardens. It was designed to meet their recreational & social needs, provide after-school and weekend "intervention" programs. It was designed specifically for teens, to give them "their own place". A place that is safe, with programs catering specifically to teens, and a place to receive guidance, supervision and help with their homework. The entire existing interior was gutted while the exterior shell was left in-tack. The interior improvements included; a large multi-purpose game room for computer gaming, table games, and social activities, a large computer room for homework and training, another room for homework and internet access, teen counseling is available in the staff office, arts and crafts, kitchen for cooking crafts and snacks are accommodated in the large multi-purpose room. Large expanses of interior glass windows allow separation and easy visual access for one staff member to visually survey all the rooms from the staff office. Other interior improvements include; new LED lighting throughout, ADA restrooms, warming kitchen. Outdoor improvements include; new landscape-hardscape, large outdoor multi-purpose gathering area with basketball court and volleyball court stripping, and shaded picnic-BBQ area. ADA compliance improvements include; retrofit ADA restrooms, new ramp at front and rear entrances, accessible parking stall, and new doors. The exterior was painted in a playful multi-color scheme to accentuate the modules of the premanufactured building and give the appearance of a place that is fun and full of life. Multi-color interior accent walls recall the exterior color scheme.



AFTER



BOA Architecture



**New access lift and accessible stair retrofit
Heritage Park Community Center**



New drinking fountain



**New accessible restroom
Harvard Park Community CTR**

CITY OF IRVINE ADA COMPLIANCE AT 4 COMMUNITY CENTERS

Client: City of Irvine, Public Works Dept.

Architect Team: Edward Lok Ng, Leo Arteaga **Construction Completed:** 2017; **Construction Cost:** \$400,000

Project Description: BOA designed ADA Compliance improvements and interior renovations for modernization and accessibility to 4 community centers at; Fine Arts Center, Heritage Park Community Center, Harvard Park Community Center, and Deerfield Park Community Center. Every effort was made to isolate construction areas and to minimize construction cost, and to be architecturally compatible with the existing architecture at each separate community center. In all locations, the renovations enhanced the function and aesthetic value of each Community Center.

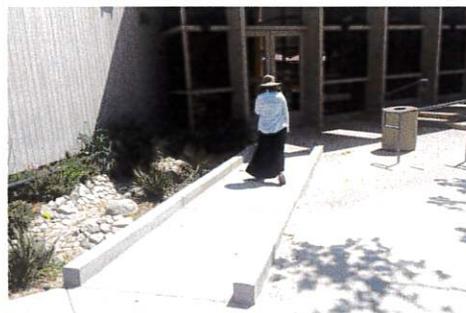
The project scope of work at these 4 community centers included renovation work to create entirely new accessible restrooms, new indoor ramps and stair handrails, access lift, signage, new doors and door hardware drinking fountains. Site elements included concrete accessible ramps, stair handrails drinking fountains. The greatest challenge for this project was in the construction support phase. Because this was a "smaller" construction project, a "smaller" contractor without much experience on public works projects was the low bidder and awarded the project. Though not covered in our design fee, BOA made numerous site visits to each Community Centers to identify installation deficiencies and provide an on-site sketch design solution to expedite the construction process. We provided constant construction coordination to assist the contractor and his sub-contractor on this difficult and "messy" remodel project.



**New accessible restroom
Harvard Community Center**



new ramp to lower level seating



**new outdoor ramp
AT FINE ARTS CENTER**



new accessible restroom

IRVINE CITY COUNCIL CHAMBERS REMODEL, AUDIO-VISUAL TECHNOLOGY UPGRADE & ADA COMPLIANCE



BEFORE

Client: City of Irvine, Dept. of Public Works, Contact: Alex Salazar, Public Works, Project Manager 949-724-7408

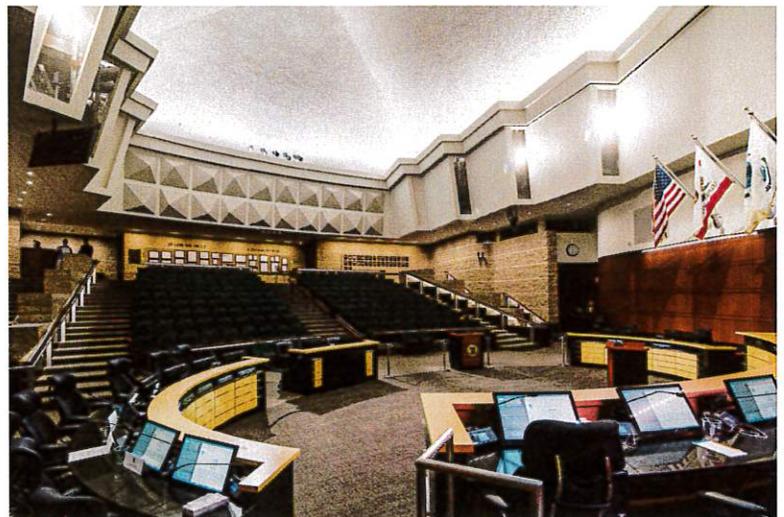
Construction Completed: Dec. 2018; **Construction Cost:** \$2,600,000 **Design Fee:** \$250,000

Architect Team: Edward Lok Ng, Leonardo Arteaga, Miguel Andrade, Kyle Ng

Project Description: BOA Architecture provided architectural design to entirely modernize the City Council Chambers for workplace safety, ADA Compliance and a new Audio-Visual system with latest state-of-the-art technology. The architectural renovation included the replacement of the City Council Dais, City Clerk's desk, Director's desk, presenter's desk and both public address podiums. The Dais was re-organized in an oval shape to allow Council to speak directly with the Directors and public presenters directly. The existing awkwardly placed access ramp was moved to behind a wall to give the Chambers symmetry while maintaining ADA access for the disabled up to the Dais. Every Dais desk station is ADA Compliant & has internet/intranet access, individual computer screens for voting and to view PowerPoint presentation and access staff reports. Other areas of renovation include new carpeting, new acoustic ceiling with new LED lighting, special broadcast lighting, and sound system. New acoustical wall diffusers help to mitigate echoing and reverberation. This project incorporated many security components and workplace safety features such as, bullet-resistant panels (under the desk counter) for Council members and staff, and 2 desk stations for public safety officers. The added protection will allow staff to "duck and cover" in case of danger. BOA worked intimately with our AV Technology and Information Technology consultant (Triton Technology) to create ADA compliant AV systems with a hardware and software plan to provide utilities, locate new computer equipment, ambient and broadcast lighting, dedicated computer servers, state-of-the-art new "cube screens" video LED wall, and customized workstations for the City's broadcast staff. The same level of attention to the details was given to the retrofit of the locating of fire sprinkler heads and alarm devices. The greatest challenge for this project was the extremely compact schedule of 10.5 months for design, public bidding, and construction. BOA coordinated closely with the City for the Building-Safety Dept. plan reviewer to perform plancheck in the preliminary design phases to resolve accessibility and outstanding issues before starting construction documents, making the formal plancheck and building permit approval easy and seamless. BOA and its Design Team worked weekends and overtime to meet every critical path deadline. During the bidding process and construction phase, BOA gave this project the highest priority by answering and resolving RFI's within 1-2 days, and being on-call to meet with the construction team to expedite the construction process. The construction completed "on-time" to accommodate a very important citywide City Council Meeting. Irvine can now showcase its newly remodeled City Council Chambers with State-of-the-Art architecture and AV Systems.



AFTER: COMPLETED DEC. 2018



LA COUNTY ISD, Deferred Maintenance Program

In 2018 BOA Architecture was selected to provide Architectural On-Call Services on behalf of the County of Los Angeles –Internal Services Department (ISD), contact; Keith Andersen 310-720-2921 or Shahan Soghomonian 818-751-9377, for their Deferred Maintenance Program for their existing buildings. To date, we have completed the design of 12 renovation/modernization projects in the cost range of \$50,000 to \$1,500,000 in construction cost. We have completed 10 projects, and currently are designing 5 projects. The design of the following on-call assignments has been recently completed.

Roy Campanella Park Recreation Center, 4000 sf Renovation, **Construction Cost:** \$800,000 Located in the City of Compton. Recently completed construction, the project scope comprised of the replacement and modernizing of the HVAC & electrical systems, new fire alarm, new exterior lighting, renovate restrooms for ADA Compliance, add R-30 roof insulation, replace the roof, rain gutters, repair rotted wood beams, provide positive stormwater drainage in the courtyard, provide new flooring, and paint interior/exterior.



Roy Campanella Rec Ctr, Compton CA,



Savbrook Rec Ctr. East LA. CA.

Saybrook Recreation Center, 3000 sf Renovation, **Construction Cost:** \$700,000 Located in East LA Recently completed construction, the project scope comprised of the replacement and modernizing of the plumbing, replace electrical service, new fire alarm, new interior & exterior lighting, renovate restrooms new fixtures/finishes, add R-30 roof insulation, replace the roof, replace HVAC ducts, provide positive stormwater drainage in the courtyard, provide new flooring, and paint interior/exterior, remove wood siding & invasive vines, install new plaster finish on entire building exterior.

Sorensen Recreation Building, 3000 sf Renovation, **Construction Cost:** \$600,000 Located in the City of Whittier. Recently completed construction, the project scope comprised of the replacement and modernizing of the HVAC & electrical systems, new fire alarm, new exterior/interior lighting, renovate restrooms for ADA Compliance, replace roof, windows & doors, replace rotted eave fascia, repair rotted wood trims, provide new flooring, and paint interior/exterior.



*Sorensen Rec Building, Whittier, CA, In-Construction;
Replace Windows/Trims, Fascia*

Eddie Heredia Boxing Club, 5000 sf Renovation, **Construction Cost:** \$1,100,000 Located in East LA. Recently completed construction. This renovation project totally transforms a 1960's mid-century fire station into recreational community boxing gym. The project scope comprised of the replacement and modernizing of the HVAC, plumbing & electrical systems, new fire alarm, new interior/exterior lighting, new restrooms with lockers, add R-30 roof insulation, replace the roof & rain gutters, repair rotted wood beams and fascia, new ADA parking stall, new trash enclosure, new flooring, paint interior/exterior, new entry ramp/stairs, remove walls to create larger rooms, and new sectional garage doors that will allow both natural ventilation and air conditioning for boxing events and training. The new garage doors will also maintain the historic character of the original fire station.



*Just completed 2023, Eddie Heredia
Boxing Club, East LA, CA,*

LA COUNTY ISD, Eddie Heredia, Eastside Boxing Club



BEFORE



AFTER, completed, Jan. 2023

Client: County of Los Angeles ISD, contact; Orania Stamus 213-200-8094 or Shahen Soghomonian 818-751-9377 **Construction Cost:** \$1,300,000 for 5000 sf renovation. **Completed:** 2023 Located in East LA, this renovation

project totally transformed a historic, but obsolete, 1950's mid-century fire station into a recreational community boxing gym for at-risk local youths-teens. BOA collaborated with LA County historian to ensure that exterior defining architectural features of the building were not altered. The non-original apparatus garage doors at the street frontage and alley, were replaced with new sectional glass garage doors for openness and natural lighting. The new garage doors maintained the historic character of the original fire station. Even though, new HVAC was installed, the large operable glass garage doors allowed for natural open-air boxing-training workouts, which was much desired by the boxers and trainers. The old and ugly rooftop HVAC equipment were removed, and roofing was replaced with new energy-saving reflective shingles. Exterior walls-windows were repaired, patch & painted. The interior was totally gutted to install new electrical/data, new LED lighting, new drywall, and removed some walls to create larger workout-training areas, and a weight room. The former sloped floor apparatus garage, was demolished, re-poured with new concrete, for a boxing ring and enough space around the ring for portable chairs and bleacher for viewing. Other project scope comprised of replacement & modernizing the HVAC, plumbing & electrical systems, fire alarm, interior/exterior lighting, new renovated ADA compliant restrooms with lockers, add R-30 roof insulation, replace the roofing & rain gutters, repair rotted wood roof beams and fascia, new rubber sports flooring throughout, paint interior/exterior, removed former kitchen walls & built-ins to create larger rooms. New exterior sitework included; ADA parking stall, large trash enclosure, and new entry ramp/stairs for accessibility from the street, new gates/fence off alley,



New Restrooms w Lockers



New Rubber Sports Flooring wall finishes, LED Lighting



New Trash Enclosure, Gates, Fence, Add ADA Parking

CITY OF LONG BEACH

As-Needed Citywide ADA Compliance & Other Facilities

For the 80 projects BOA managed and designed, none were ever delivered late. All were “on time” and “on budget”. The accuracy of our construction cost estimates for each project was 96% comparing Final estimate vs. Actual Bid. BOA successfully managed and designed as many as 9 facilities projects concurrently. This As-Needed contract has been renewed every year since 1995. Since 1995 to 2016, BOA has had an As-Needed contract with the City of Long Beach, Public Works Dept. to design ADA Compliance architectural improvement projects and other A/E renovation projects and new facilities projects. BOA has completed over 60 ADA compliance projects to date (totaling over 1,000,000 GSF of building area) as part of the City’s implementation of its ADA Transition Plan and a \$40 million CDBG grant dedicated specifically for ADA Compliance projects. BOA was responsible for ADA Transition Plan validation, field surveys, cost estimates, architecture design for ADA Compliance corrective actions, specifications, construction documents, and construction administration. BOA often managed multiple projects, as many as 12 ADA projects concurrently. In addition to ADA compliance, BOA also designed new and renovation projects; fire station, and many parks/ recreation/ marine facilities projects in the \$100,000 to \$6,000,000 range. Select projects completed are listed below, followed by their construction cost:

- El Dorado Park West Community Centers - \$800,000
- Fire Station #11 Renovation - \$300,000
- Mothers Beach Restroom/ Concession - \$700,000
- Fire Station #11 Renovation - \$300,000
- MacArthur Park and Community Center - \$500,000
- New Leeway Sailing Center and Docks - \$5,000,000
- Main Library and City Hall - \$1,500,000
- Long Beach Sports Arena, - \$1,000,000
- Terrace Theater and Convention Center - \$1,500,000
- Long Beach Senior Center - \$400,000
- El Dorado Park Nature Center - \$350,000
- Long Beach, 8 new Beach Restrooms - \$4,500,000
- Belmont Plaza Pool & Community Center - \$400,000
- Elevator – Citywide Retrofit - \$300,000
- El Dorado Regional Park-West - \$700,000
- Blair Field, 3000 seat baseball stadium - \$400,000
- Whaley Park and Community Center - \$500,000
- North Health Center- \$200,000



Long Beach City Hall & Main Library Renovation



BEFORE

AFTER

Blair Field Baseball Stadium, ADA Compliance



BEFORE

AFTER

Terrace Theater & Convention Center ADA Upgrade



El Dorado Park Improvements, Long Beach, CA



2018 Queensway Beach Restrooms, Long Beach, CA

Client Contacts:
Marilyn Surakus, Project Manager
 City of Long Beach
 333 West Ocean Blvd.
 Long Beach, CA 90802 (562) 570-5793
Marilyn.Surakus@longbeach.gov

BACKS COMMUNITY CENTER, ADA Compliance

Client: City of Placentia **Contact:** Luis Estevez, Director of Public Works **Construction Completed:** Oct. 2017

Architect Team: Edward Lok Ng, Leo Arteaga **Construction Cost:** \$300,000 CDBG funds

Project Description: BOA was responsible for ADA compliance to this 8,000 sq f.t. community center/senior center. Work included, accessible ramp, accessible parking, new walkways and sidewalk repair, stairs retrofit, new guardrails/handrails, restroom totally renovated, door and door hardware, and new drinking fountains. BOA creatively deleted the non-accessible front entry ramp to form an ADA compliant sloping entry ramp. The restrooms were very tight to begin with. BOA was able to make the restrooms ADA compliant without deleting any plumbing fixtures, as all the fixtures were needed for special events.



ADA retrofit of stairs and new ramp at the right side



BEFORE, non-ADA compliant sloping ramp



AFTER, new ADA compliant entry ramp



BEFORE, non-ADA compliant restrooms



AFTER, totally new ADA compliant restrooms



New ADA Compliance improvements at the Civic Center entry reception counter, public restrooms, interior ramp with new handrails



New ADA signage, stair nosing and handrails

New ADA, stair nosing and handrails

New ADA, stair nosing and handrails at parking structure



New ADA Compliant ramps, handrails, and ADA signage throughout the City of Redlands Civic Center

Redland City Hall Improvements & ADA Compliance

Client: City of Redland, CA

Construction Cost: \$500,000 CDGS funds

Project Description: BOA was commissioned to design for ADA Compliance and modernization for the civic center plaza, City Hall, engineering dept. and Community Development. Work included; front door entries, public counter retrofit, restroom retrofit, door hardware replacement, new walkways, new ramps, ramp retrofit, stairs retrofit, sitework/parking lot/landscape improvements, new handrails, and signage for better "way-finding."



New ADA Compliant disable access parking & signage

SANTA MONICA AIRPORT ADMINISTRATION BLDG. RESTROOM RENOVATION AND ADA COMPLIANCE



Original restrooms before renovation



Newly Renovated Restrooms

Client: City of Santa Monica, contact: Alex Parry, Phil Ticun, Project Managers

Date completed: June, 2020

Architect Team: Edward Lok Ng, Leo Arteaga, Kyle Ng

Construction Cost: \$410,000

Project Description: BOA Architecture, provided design and construction documents for three sets of restroom renovations (6 total) for the Santa Monica Airport Administration building. Note that all the existing restrooms were completely gutted and then completely remodeled, modernized and ADA compliant. This project incorporated new floor, wall and ceiling finished, new accessible stainless-steel lavatories and new toilets, new solid phenolic toilet partitions, lightings, and stainless-steel toilet accessories. Each set of restrooms serves the City Airport administrative staff, building tenants, and the public who visits the airport at three building floors.

PAST EXPERIENCE

TEEN CENTER AND COMMUNITY CENTER EXPERIENCE

BOA has extensive experience in the design of both new and renovation of Community Center projects for municipalities. To date, the current staff at BOA has designed renovation for 5 dedicated Teen Centers, 11 dedicated Senior Centers and over 50 Community Centers and numerous other parks/recreation projects within the past 10 years. We just completed the construction phase to renovate and modernize the County of L.A. Eastside Boxing Club in East L.A. this project is very similar to your project. Construction cost was \$1,000,000. BOA has renovated many community centers very similar to your project, where extensive modernization, ADA compliance and cost analysis were required to determine the most appropriate building design options. Three projects completed by BOA, the Long Beach MacArthur Park Community Center, County of L.A. Sorensen Park Recreation Center and Sierra Madre Youth Center are three prime examples of similar project experience, where large parts of the existing Community Center were modernized lighting, HVAC, sitework, and restrooms were completely renovated. Our expertise in similar projects will be a great asset in the development of floor plans and repair/remodel design options that will be compatible with, enhance the existing architecture, and tailored to the needs of your community. The following list of projects, with their construction costs, exemplify our architectural design experience. We have also included photos and detailed project descriptions of some of these projects.

TEEN CENTER AND COMMUNITY CENTERS:

- Garvey Park Teen Center, Client: City of Pomona, \$200,000
- Sierra Madre Youth Activity Center, Teen Center- Client: City of Sierra Madre, \$1,400,000
- Perry Park Community Center Addition/Renovation - Client: City of Redondo Beach, \$400,000
- Miller Community Center Renovation/Modernization - Client: City of Torrance, \$600,000
- Memorial Park Community Center Renovation - Client: City of Hawthorne, \$400,000
- Rosemead Community Addition/Renovation - Client: City of Rosemead, \$600,000
- Harbor Hills Public Housing Community Center - Client: L. A. County CDC, \$2,400,000
- El Dorado Regional Park Community Center Renovation - Client: City of Long Beach, \$800,000
- Green Meadows Recreation Center/Gym - Client: City of Los Angeles, \$400,000
- Garvey Park Senior/Community Center Addition/Renovation - Client: City of Rosemead, \$1,000,000
- Hawaiian Gardens Community/Recreation Center/Gym - Client: City of Hawaiian Gardens, \$2,400,000
- Torrance Airport, General Aviation Center and Community Center - Client: City of Torrance, \$1,500,000
- Lee Ware Park-Head Start Youth Center - Client: City of Hawaiian Gardens, \$700,000
- Sierra Vista Park Recreation Center Renovation & ADA -Client: City of Sierra Madre, \$200,000
- Drake Park and Community Center ADA Renovation - Client: City of Long Beach, \$400,000.
- MacArthur Park and Community Center ADA Renovation - Client: City of Long Beach, \$300,000.
- Whaley Park and Community Center, Renovation - Client: City of Long Beach, \$590,000.
- El Dorado Park Teen Center New Restrooms & ADA Compliance - Client: City of Long Beach, \$230,000
- La Puente Community Center/Gym Renovation - Client: City of La Puente, \$400,000.
- Jim Thorpe Park & Community Center Renovation - Client: City of Hawthorne, \$300,000
- Eucalyptus Park & Community Center Renovation - Client: City of Hawthorne, \$200,000
- California Recreation Center/Senior Center Renovation - Client: City of Long Beach, \$300,000.
- Billie Jean King Tennis Center, Teen After-School Program – Client: City of Long Beach, \$300,000.
- Colorado Lagoon, Playgroup Addition/ Renovation - Client: City of Long Beach, \$250,000.

SENIOR CENTERS:

- Bartlett Senior Citizen Center - Client: City of Torrance, \$1,500,000
- Bartlett Annex Senior Social Services Center - Client: City Torrance, \$300,000
- Hawaiian Gardens Senior Center Expansion & Renovation - Client: City of Hawaiian Gardens, \$1,600,000
- Veterans Park Senior Center Addition and Renovation - Client: City of Redondo Beach, \$1,600,000
- Rancho Carlsbad Senior Center - Client: City of Carlsbad, \$900,000
- Long Beach Senior Center Renovation - Client: City of Long Beach, \$600,000
- Wilmington Multi-Purpose Senior Center, at Banning Park - Client: City of Los Angeles, \$2,700,000
- La Puente Senior Center ADA Compliance Renovation - Client: City of La Puente, \$100,000.
- El Dorado Park West Senior & Community Center Renovation-Client: City of Long Beach, \$650,000
- Memorial Park Senior Center Renovation - Client: City of Hawthorne, \$500,000

TEEN CENTER AND COMMUNITY CENTER EXPERIENCE

BOA's architectural design approach to resolve the repair/modernization issues at your Teen Center and Community Center improvement project derives from over 50 completed recent community center projects. We have developed checklists to quickly identify repair/modernization issues. We have in-house staff with an over-abundance of Community Center project experience. We have very accurate Community Center cost estimating. BOA also has an in-house Quality Control program to ensure project thoroughness. BOA will utilize our expertise to your benefit, to resolve your functional, flooring, lighting, HVAC, playground, sitework, restroom, and ADA compliance issues.

IN-HOUSE EXPERTISE

The assigned personnel, staff that will work directly on your projects, are well qualified. Particularly, Edward Lok Ng, Principal, has been the Project Manager and Designer for most of the municipal, Teen Center and Community Center projects listed and for all of our recent Parks/Recreation projects. His extensive municipal and community center experience has led to his appointments to the City of Long Beach Disabled Appeals Board and the City of Downey Design Review Board which reviews numerous commercial and Public Works design projects. He has personally designed over 40 new or addition/renovation municipal Community Center projects. His knowledge of Community Center functionality, repair/modernization type constructions cost use of maintenance-free building materials will aid in the development of accurate cost assessment. In addition, the entire staff that designed and administered the construction of more than 50 recent Community Center retrofit projects are still employed by BOA.

ACCURATE COST ESTIMATE

Our public works construction cost database gleaned from our recent Community Center and municipal parks and recreation projects have been very accurate and up-to-date. We have "line item" cost for just about all Community Center facilities components, e.g., reception counter cabinetry, multi-purpose flooring, restrooms, roofing, lineal feet of handrail, kitchen counters, ramps, restrooms, book shelves, plumbing fixtures, HVAC, doors, etc. We also have a close relationship with many local area general contractors who have extensive Public Works modernization/repair experience. As a result, our in-house construction costs estimate for Public Works projects, when compared to actual contractor bid price have been 93% accurately.

6. REFERENCES

City of Placentia
401 E. Chapman Ave. Placentia, CA 92870

Luis Estevez, Acting Deputy City Administrator
lestevez@placentia.org
(714) 993-8120

City Of Cypress
5275 Orange Avenue
Cypress, CA 90630

Nick Manjkarakiri
nmangkal@cypressca.org
(714) 229-6729

City of Bellflower
16600 Civic Center Dr.
Bellflower, CA 90706

Bernie Iniguez, Project Manager
biniguez@bellflower.org
(562)-804-1424

City of Irvine
6427 Oak Canyon
Irvine, CA 92618

Alex Salazar, Public Works OSF Director
asalazar@ci.irvine.ca.us
(949) 724-7408

City of Gardena
1700 W 162nd St.
Gardena, CA 90247

Kevin Kwak
kkwak@cityofgardena.org
(310) 217-9643

City of Stanton
7800 Katella Ave.
Stanton, CA 90680

Han Sol Yoo
hyoo@stantonca.gov
(714) 890-4204

City of Santa Ana
20 Civic Center Plaza
Santa Ana, CA 92701

Jonathon Aguirre
jaguirre@santa-ana.org
(714) 916-1114

8. INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cornerstone Specialty Insurance Services, Inc. 14252 Culver Drive, A299 Irvine CA 92604		CONTACT NAME: Tina Cowie PHONE (A/C, No, Ext): (714) 731-7700 FAX (A/C, No): (714) 731-7750 E-MAIL ADDRESS: tina@cornerstonespecialty.com	
INSURED BOA ARCHITECTURE 1511 Cota Avenue Long Beach CA 90813		INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Company INSURER B: Aspen American Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 13056 43460

COVERAGES **CERTIFICATE NUMBER:** 23/24 COVERAGES **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ADDTL INSURED / P&NC <input checked="" type="checkbox"/> BLNKT WVR OF SUBRO GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:			PSB0007999	11/20/2023	11/20/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSB0007999	11/20/2023	11/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OED <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE RETENTION \$			PSE0003983	11/20/2023	11/20/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PSW0004454	11/20/2023	11/20/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability Claims Made			AAAE100264-05	11/20/2023	11/20/2024	EACH CLAIM \$2,000,000 ANNUAL AGGREGATE \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of coverage in force. Contractual insurance requirements will be addressed at the time the contract is awarded.

CERTIFICATE HOLDER FOR PROPOSAL PURPOSES ONLY PLEASE CONTACT CORNERSTONE SPECIALTY TO VERIFY COVERAGE IN FORCE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.

9. EXCEPTIONS & DIVIATIONS

BOA has no **Exceptions & Diviations** regarding the Professional Services Agreement.

REQUEST FOR PROPOSALS (RFP)

FOR

**PROFESSIONAL DESIGN FOR THE STANTON COMMUNITY / SENIOR CENTER
IMPROVEMENT PROJECT**

Community Development Block Grant (CDBG) No. 012-24011211



City of Stanton

Public Works & Engineering Department

7800 Katella Avenue

Stanton, CA 90680

(714) 379-9222 | StantonCA.gov

Approved for Advertising:

A handwritten signature in blue ink that reads "Cesar Rangel". The signature is written in a cursive style and is positioned above a horizontal line.

Cesar Rangel, P.E.

Public Works Director/City Engineer

CRangel@StantonCA.gov

(714) 890-4203

KEY RFP DATES (Subject to Change):

Issue Date:	Thursday, August 22, 2024
Mandatory Site Meeting:	Tuesday, September 10, 2024 at 10:00 a.m.
Deadline for Questions:	Thursday, September 12, 2024 at 2:00 p.m.
Proposal Due Date:	Monday, September 23, 2024, at 4:00 p.m.
Presentation/Interviews:	TBD (as necessary)



TABLE OF CONTENTS

SECTION I. GENERAL DESCRIPTION AND INTRODUCTION..... 3

SECTION II. PROJECT BACKGROUND..... 3

SECTION III. SCOPE OF SERVICES..... 4

SECTION IV. SUBMISSION REQUIREMENTS..... 7

SECTION V. SELECTION CRITERIA..... 10

SECTION VI. SELECTION PROCESS..... 10

SECTION VII. SUBMISSION DEADLINE..... 11

SECTION VIII. REQUESTS FOR ADDITIONAL INFORMATION..... 12

SECTION IX. TAXES AND LICENSES..... 12

SECTION X. PAYMENT TO CONSULTANT..... 13

SECTION XI. INSURANCE..... 14

SECTION XII. TERMINATION FOR CONVENIENCE OF THE CITY..... 15

SECTION XIII. INDEPENDENT CONTRACTOR..... 15

SECTION XIV. CONTRACT..... 15

SECTION XV. GENERAL CONDITIONS..... 15

SECTION XVI. PREVAILING WAGE..... 16

EXHIBIT A: PROPOSAL ACKNOWLEDGEMENT FORM

EXHIBIT B: CITY HALL PLANS

EXHIBIT C: SAMPLE PROFESSIONAL SERVICES AGREEMENT



I. GENERAL DESCRIPTION AND INTRODUCTION

The City of Stanton ("City") is requesting proposals from qualified design consultants to provide design services for improvements and ADA enhancements to the City's Community / Senior Center.

Proposals must conform to the requirements of this Request for Proposal (RFP) and **proposals must be submitted in a sealed envelope to the Department of Public Works and Engineering no later than 4:00 p.m. on Monday, September 23, 2024.** The consultant contract is anticipated to be awarded at a June City Council meeting. The City reserves the right to waive any irregularity in any proposal, or to reject any proposal that does not comply with this RFP. The city alone, using the criteria determined by the city, will select the qualified candidate.

The successful Consultant will be required to enter into an agreement with the city, which will include the requirements of this RFP, as well as other requirements to be specified at a later date. By submitting a proposal, the Consultant agrees to all the terms of this RFP.

A **MANDATORY** site meeting will be held on **Tuesday, September 10, 2024** starting at **10:00 a.m.** Please meet at City of Stanton City Hall at 7800 Katella Avenue, Stanton, CA.

Please direct any questions by the deadline for questions listed on the cover page of this RFP to Han Sol Yoo, Associate Engineer, via email at HYoo@StantonCA.gov.

II. PROJECT BACKGROUND

The City of Stanton received a Community Development Block Grant (CDBG) to renovate the City's Community / Senior Center located at 7800 Katella Avenue, Stanton, CA 90680. The project aims to renovate and improve the restrooms and lobby/corridor into the Community /Senior Center.

The project scope includes, at minimum, design of the following elements:

- Repainting of the walls of the entry lobby, hallways, and restrooms
- Replacement of doors
- New LED light fixtures (compliant with Title 24)
- Replacement of counters

- Replacement of flooring and ceiling tiles
- Replacement of restroom fixtures (e.g. urinals, mirrors, sinks, toilets)
- ADA improvements of the restroom (height-compliant sinks and fixtures, clear floor space, horizontal grab bars, ADA compliant toilets, etc.)
- Additional improvements determined after site evaluation

The City desires to retain an experienced team, ideally with prior facility renovation design experience, to provide Plans, Specifications, and Estimates (“PS&E”), a complete bid package and procurement of necessary permits for the project. The City will furnish the boiler plate specifications. Plans shall include but not limited to, plan and profile views, plans for demolition, construction, MEP, etc. Final plans shall be scaled and in reproducible sheets. The selected consultant shall conduct all design and administrative tasks necessary to complete the project.

III. SCOPE OF SERVICES

Project tasks shall include, but are not necessarily limited to, the items noted below. **If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant’s proposal.**

The development of the design for the Project requires the following objectives:

- Project Kick-Off Meeting
 - In-person meeting with City staff to discuss all aspects of the project including project timeframe, design alternatives, budget, construction alternatives, deliverables, and expectations. Conduct site visit(s) to review existing site conditions.
- Final Plans, Specifications, and Estimates (PS&E)

This task shall include comprehensive design services for the development of all necessary bidding documents including plans, specifications, and estimates (PS&E) to be used for the construction of the improvements and should therefore be complete in detail and contain all necessary information. Drawings shall conform to standard professional practices and applicable rules, codes and regulations (Local, State, and Federal).

- Plans
The Consultant shall submit PDF plans to the City for each status check, including all pertinent electronic files, as requested by City staff. Plans shall be submitted at 30%, 60%, and 90% for City review and concurrence.

Design Plans shall be subject to review and approval by the City's Building Department. The Final Plans shall be in compliance with the City's Planning & Building Division's permitting requirements for design and construction. This task includes responding to comments by the City's Planning & Building Division to obtain final approval.

- Specifications
Consultant shall prepare the project specifications, bid form, general and special provisions, and technical specifications for the Project. This information shall be organized in a format that can accommodate items being added or deleted. These documents are to be submitted with the 60% and 90% Plan submittal. Minor corrections may need to be included when the final 100% Bid Set of Plans are promulgated.
- Cost Estimate
The Consultant's estimate for construction costs shall be based on local unit costs. Estimates shall be organized in a line-item format so that non-essential items can be added or deleted depending on available funding. Cost estimates are to be submitted with the 30% and 90% plan submittals.

QA/QC shall be performed for each deliverable. The consultant shall refrain from submitting incomplete work and from submitting irrelevant information on the PS&E. Submittals are deemed complete only after review and acceptance is provided by the City. The 100% PS&E submittal is the 90% submittal documents with all compliance comments resolved, all other dispositioned as necessary, and documents approved and issued for acceptance by the City.



- **Construction Support**
The Consultant shall provide support with project submittals, clarifications with design (RFIs), review submittals for change orders, prepare record drawings, and approval of work assignments during construction of the project. The Consultant shall provide responses within three (3) working days of receiving a notice to avoid delaying construction efforts. The Consultant will be expected to attend the pre-construction meeting, construction field progress meetings (three (3) meetings minimum), and the post-construction meeting.
- **Community Development Block Grant (CDBG) / Section 3 Compliance Support**
Along with the scope of work above, the Consultant shall provide administrative support for the Community Development Block Grant (CDBG) compliance. Scope of work includes, but is not limited to:

Bid Procedures/Pre-Bid

1. Provide applicable wage decision and all Federal forms that must be included in bid packet.
2. Attend and present CDBG requirements at pre-bid meeting.
3. Review bid documents for responsiveness to the federal labor compliance.
4. Verify each contractor's eligibility for contract award (CA license, and SAM).

Pre-Construction Phase

1. Attend and present CDBG requirements at pre-construction meeting.
2. Provide general contractor and subcontractors with comprehensive packets detailing HUD's and the City of Stanton's wage compliance procedures.
3. Supply the necessary wage compliance forms to all contractors and the City of Stanton.
4. Prepare a portion of the Project Labor Standards Enforcement File (related to payroll information) and maintain the file for the duration of the project.



Construction Phase

1. Ensure that the project general contractor submits certified payroll reports within seven working days of completion of each work week. Upon receipt, a formal examination and review will be conducted to confirm compliance.
2. Discrepancies that require general contractor or subcontractor action will be documented.
3. Results of this formal examination and review will be forwarded to the City of Stanton and general contractors for resolution and follow-up.
4. Conduct physical or direct mail interviews.
5. Correlate all interview results with submitted payroll information and report any discrepancies found.
6. Site visits will be conducted ensuring that applicable wage determination and required materials are posted.

The Consultant shall assemble a team to provide all key services related to the necessary architecture to produce a complete, biddable, and constructible design package. The City anticipates that such a design team may include, but is not limited to, specialists in the following fields:

- Mechanical, Electrical, and Plumbing Engineering
- CASp
- Cost Estimating
- Community Development Block Grant (CDBG) Compliance Consultant

The City will supply the following item:

- Existing site plans (not available in AutoCAD format) (EXHIBIT B)

***Please note that the plans are to be used for reference purposes only.**

Design is expected to be completed in a timely manner. The City is expecting final plans and specifications to be completed within **three (3) months** of the contract award. Due to grant funding requirements, time is of the essence.

IV. SUBMISSION REQUIREMENTS

Proposals and all other information and documents submitted in response to this RFP are subject to the California Public Records Act, which generally mandates the disclosure of documents in the possession of the City upon the



request of any person, unless the content of the document falls within a specific exemption category.

Three (3) copies of the Proposal must be submitted containing the following elements:

- Proposers must submit three (3) bound copies of their proposal to the City for review.
- 8-1/2" x 11" sheet sizes should be used for the text, with 11" x 17" sheet sizes for any fold-out drawings.
- The proposal shall be limited to twenty-five (25) pages. Resumes for proposed personnel, tabs, and cover/back pages will not be counted towards the page limit.
- Proposals should be as concise as possible and specific to this project. Lengthy narratives are discouraged and proposers should NOT include any unnecessarily elaborate promotional material.

LETTER OF TRANSMITTAL

A Letter of Transmittal shall be addressed to Han Sol Yoo, Associate Engineer, and, at a minimum, must contain the following information:

- Identification of the proposing Consultant who will have contractual responsibility with the City. Identification shall include the legal name of the company, corporate address, telephone number, and email address of the contact person identified during the period of proposal evaluation.
- A statement representing that the Consultant has thoroughly examined and become familiar with the work required in this RFP and is capable of performing quality work to achieve the objectives of the City.
- Acknowledgement of receipt of all addenda, if any.
- A statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal.
- Signature of the official authorized to bind Consultant to the terms of the proposal.
- Signed statement attesting that all information submitted with the proposal is true and correct.

WRITTEN PROPOSAL

The Proposal shall consist of the following sections:



1. **Letter of Transmittal.** Contents of the Letter of Transmittal listed above.
2. **Firm Structure and History.** Including the firm's experience managing projects similar in magnitude and scope, key personnel and structure (organization chart), credentials, background, and ownership of the firm.
3. **Key personnel.** List qualifications of personnel with resumes and a breakdown of responsibilities. The Firm's project manager, who will be responsible for planning, coordinating, and conducting the majority of the work, must be identified and committed to the project. The City must approve changes to key personnel committed to work on the project subsequent to award of contract. Resumes must be submitted for key personnel who will be assigned to this project.
4. A narrative briefly describing the proposed approach using general descriptions for the activities.
5. A list of proposed sub-consultants, sub-contractors, suppliers, and manufacturers, including their qualifications pertinent to this project.
6. A client reference list from previous City / Government Agency projects of similar scope and magnitude. List should include key personnel-contacts and their position with the agency.
7. A schedule indicating proposed time and duration for completion of project.
8. Evidence of compliance with City insurance requirements.
9. **Exceptions and Deviations.** Contractor shall state any exceptions or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where the Consultant wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these shall be thoroughly explained. If no contractual exceptions are noted, Consultant will be deemed to have no objection to the contract requirements as set forth in **EXHIBIT C**, "Sample Professional Services Agreement."
10. **Proposal Acknowledgement Form.** Contractor shall complete and submit **EXHIBIT A**, "Proposal Acknowledgement Form." Failure to submit this signed form will result in the disqualification of the Consultant's proposal.

SEPARATE FEE PROPOSAL

Consultant fee schedule included with the submittal but in a **separate sealed envelope**. The proposal shall include:

- a. Total Project Cost Proposal and hourly rate schedule.



- b. A table indicating the anticipated staff-hours dedicated to perform each of the tasks to complete the project.

Additional information can be found under Section X, “Payment to Consultant” below.

V. SELECTION CRITERIA

Submitted proposals will be evaluated based on the following factors, but may not be limited to just these factors:

Criteria	Approximate Weight
<p>Staffing Capabilities / Technical Competence. Candidates shall have knowledge of the principles and practices of facility renovations/improvements and ADA compliance. Available resources to perform the requested services, as well as an understanding of the practices, applicable laws and state permits; codes and standards applicable to public works construction.</p>	15%
<p>Approach to Work. Methodology to be implemented to address and coordinate the various elements within the program.</p>	35%
<p>Past Performance Record. Experience in completion of services of similar complexity and scale for other agencies within Southern California is desirable. Efficiency and timeliness in completion of program requirements.</p>	35%
<p>Cost. Reasonableness of the firm’s fixed price and or hourly rates, and competitiveness of quoted firm-fixed prices with other proposals received.</p>	10%
<p>Exceptions and deviations from the City’s standard Professional Services Agreement.</p>	5%

VI. SELECTION PROCESS

Per California law, the procurement of Professional Services must be selected on the basis of qualifications, or Qualifications Based Selection (QBS) in accordance with Public Law 92-582. The procurement of Professional Services can be one-time or multi-year. Professional services contracts have provisions for specific terms, compensation amounts, and scopes of services.



The City reserves the right to require in-person interviews with Contractors, if deemed necessary, after the evaluation of the written proposals. In this case, the Consultants of the three (3) highest-scoring written proposals will be invited to interviews prior to final selection of the Consultant.

Each RFP will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP will be cause for rejection of the proposal. The city may reject any proposal if it is conditional, incomplete, or contains irregularities. The City may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the Consultant from compliance with the contract requirements if the Consultant is awarded the contract.

The successful Consultant to whom work is awarded shall, within ten (10) days after being notified, enter into a contract with the City for the work in accordance with the specifications and shall furnish all required documents necessary to enter into said contract. Failure of the successful bidder to execute the contract within the ten (10)-day window shall be just cause for the City to contract with the next responsible Consultant.

VII. SUBMISSION DEADLINE

In order to be considered, the Consultant must submit three (3) copies of the Proposal and one (1) copy of the separate Fee Proposal to the following office:

City of Stanton
Public Works & Engineering Department
7800 Katella Avenue
Stanton, CA 90680-3162
Attention: Han Sol Yoo

The proposal outer envelope shall be labeled:

**PROPOSAL FOR DESIGN OF THE STANTON COMMUNITY / SENIOR CENTER
IMPROVEMENT PROJECT**

The proposal must be received at the office listed above no later than the date and time listed on the cover.

There is no expressed or implied obligation for the City to reimburse firms for any expenses incurred in preparing proposals in response to this request.



Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 *et seq.*). Any language purporting to render the entire proposal confidential or proprietary will be ineffective and disregarded.

The City reserves the right to retain all proposals submitted, and to use any idea in a proposal, regardless of whether the proposal was selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the selected firm.

All property rights, including publication rights of all reports produced by the selected firm in connection with services performed under this agreement, shall be vested in the City.

VIII. REQUESTS FOR ADDITIONAL INFORMATION

All questions and/or inquiries regarding this RFP shall be directed to:

Han Sol Yoo
Associate Engineer
City of Stanton
7800 Katella Avenue
Stanton, CA 90680-3162
(714) 890-4204
Email: HYoo@StantonCA.gov

All questions and/or inquiries shall be submitted by **Thursday, September 12, 2024** at **2:00 P.M.**

Consultants are responsible to verify receipt of any addenda issued. We are aware some of our e-mails go to "junk". If you do not receive any addenda by **Tuesday, September 17, 2024**, please verify any addenda was issued by contacting Han Sol Yoo by e-mail or telephone. Confirmation of receipt of all addenda is part of the Proposal Acknowledgement Form (**EXHIBIT A**).

IX. TAXES AND LICENSES

All taxes and licenses, including, but not limited to, a Stanton City Business License and appropriate Contractor's license, required for this work shall be obtained at the sole expense of the Contractor.



X. PAYMENT TO CONSULTANT

This work is to be performed for a “Not-to-Exceed Fixed Fee.”

The Consultant shall provide a “Payment Schedule” indicating the fee for individual tasks with a “Not-to-Exceed Fixed Fee” which shall be the sum of all tasks.

Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.

The City will pay the Consultant for work completed as identified in the Payment Schedule.

Progress payments shall be based on tasks performed as identified in the Payment Schedule. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.

Sub-categorization of task is permitted to better define the task for payment.

Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the “Not-to-Exceed Fixed Fee.”

All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall be supporting documentation presented at the time payment is requested.

The City will pay the Consultant for all acceptable services rendered in accordance with the “Agreement for Professional Consultant Services.”

When the Consultant is performing, or is requested to perform, work beyond the scope of service in the “Agreement for Professional Consultant Services,” an amendment to the agreement will be executed between the City and Consultant.

Payment will be based on hourly rate for work completed associated with each applicable task as identified in the consultant’s proposal.

XI. INSURANCE

- A. The Consultant shall have Commercial General Liability insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.
- B. The Contractor shall have Automobile Insurance for owned and non-owned automotive equipment in the amount of not less than \$1,000,000.
- C. The selected firm shall furnish the City a certificate evidencing Workmen’s Compensation Insurance with limits of no less than \$1,000,000 per accident and Comprehensive Professional Liability with limits no less than \$2,000,000 per occurrence. The City shall be named as the Additional Insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.
- D. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

“Solely as respect to services done by or on behalf of the named insured for the City of Stanton, it is agreed that the City of Stanton, the Successor Agency of the City of Stanton, its officers, employees, and agents are all included as additional insured under this general liability policy, and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Stanton, its officers and employees, and its agents, under any third-party liability policy.”

- E. It is the Consultant’s responsibility to ensure that all sub-consultants comply with the following:

Each sub-consultant that encroaches within the City’s right-of-way and affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City. Examples of such sub-consultant work include soil sample borings, utility potholing, etc.

XII. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the “Professional Services Agreement” for the “convenience of the City” at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes, and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XIII. INDEPENDENT CONTRACTOR

The Contractor’s relationship to the City in the performance of the Contractor’s services for this project is that of an independent contractor. The personnel performing said services shall at all times be under the Contractor’s exclusive direction and control and shall be employees of the Contractor, not employees of the City. The Contractor shall pay all wages, salaries, and other amounts due its employees in connection with the performance of said work, and shall be responsible for all employee reports and obligations, including, but not limited to, Social Security, income tax withholding, unemployment compensation, and Workers’ Compensation.

XIV. CONTRACT

The Contract includes the Professional Services Agreement, the City’s RFP, the Contractor’s Proposal, and Exhibits.

The Political Reform Act and the City’s Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within thirty (30) days of signing a Consultant Agreement with the City, on an annual basis thereafter while the contract remains in effect, and within thirty (30) days of completion of the contract.

XV. GENERAL CONDITIONS

Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the proposal; (2) submitting the proposal to the City; (3)



presenting during the selection interview; (4) negotiating with the City on any matter related to the proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement, and (6) attendance of City Council for Award of Contract.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Contractor. Services shall not commence until the Agreement for Professional Contractor Services has been executed by the City.

The Contractor is responsible for notifying Underground Service Alert and providing proper traffic control, at no additional expense to the City.

The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the proposals for its own convenience and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection(s). Any contract awarded for these Contractor engagements will be made to the Contractor who, in the opinion of the City, is best qualified.

XVI. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. These labor categories when employed for any work on or in the execution of a "Public Works" project require payment of prevailing wages including but not limited to, testing, potholing and non-design work.

EXHIBIT "B"
SCHEDULE OF SERVICES

EXHIBIT "C"
COMPENSATION

FIXED FEE PROPOSAL

Stanton Community-Senior Center Improvement Project

date: Oct. 3, 2024

Construction Cost Estimate; \$300,000-\$400,000

prepared for: City of Stanton

prepared by: BOA Architecture, Edward Lok Ng

	HOURS UNIT	HR RATE	COST	TOTAL
ARCHITECTURAL PRE-DESIGN				
kick-off meeting to verify scope of work, obtain s-built dwgs.	3 hrs	150	450	
project management, confirm cost/work plan & prep field work	3 hrs	150	450	
site assessment, confirm as-built measurements & photos	5 hrs	110	550	
CADD - 3D modeling	10 hrs	110	1,100	
				2,550
ARCHITECTURAL PRELIMINARY DESIGN				
floor plan design options, CASp input, refine selected floor plan	10 hrs	150	1,500	
CADD - 3D modeling	20 hrs	110	2,200	
project management	4 hrs	150	600	
meeting or coordination with Client	4 hrs	150	600	
construction cost estimate	4 hrs	150	600	
				5,500
SUB-CONSULTANTS and EXPENSES				
structural engineering			0	
mechanical			0	
plumbing engineering;			2,500	
electrical; replace exist. lights w new LED, no new light locations, use existing alarm system			3,500	
Optional electrical; to add new light fixture locations, includes T-24 energy calculations			3,000	
landscape architect			0	
civil engineering			0	
CDBG Labor Compliance			4,600	
misc. expenses: photocopies, large size prints, travel, delivery			50	
				13,650
ARCHITECTURAL CONSTRUCTION DOCUMENTS				
CADD - 3D modeling	60 hrs	110	6,600	
project management	8 hrs	150	1,200	
meeting or coordination with Client	8 hrs	150	1,200	
specifications in CSI format	12 hrs	150	1,800	
construction cost estimate	4 hrs	150	600	
quality control, CASp input	8 hrs	150	1,200	
client/bldg dept submittal and corrections to comments	10 hrs	110	1,100	
				13,700
ARCHITECTURAL CONSTRUCTION SUPPORT				
Bidding Assistance, pre-bid meeting	3 hrs	150	450	
pre-construction meeting	3 hrs	150	450	
construction meeting(s)	10 hrs	150	1,500	
Respond to RFI, Submittals, technical assistance	11 hrs	150	1,650	
CADD - 3D modeling	5 hrs	110	550	
misc. expenses: photocopies, large size prints, travel, delivery			0	
				4,600
TOTAL LUMP SUM DESIGN FEE:				\$40,000

NOTES AND RESTRICTIONS

1. Construction support is limited to amount of hours stated below.
2. The Owner will provide accurate as-built dwgs. & locations of all utilities to extent possible.
3. Client will be responsible for procurement of an asbestos/environmental report if needed.
4. Client will be responsible for procurement of slab moisture testing - report if needed.

HOURLY RATE

BLACK O'DOWD AND ASSOCIATES, INC.
DBA BOA ARCHITECTURE
1511 COTA AVENUE
LONG BEACH, CA 90813
PH: 562-912-7900



POINT-OF-CONTACT:
EDWARD LOK NG, PRESIDENT
LOK.NG@BOAARCHITECTURE.COM

JOB TITLE	HOURLY (NOT TO EXCEED)
Principal Architect	\$160.00
Project Manager	\$150.00
Project Designer	\$125.00
Senior Designer	\$110.00
Senior Technical	\$100.00
Draftsman/AutoCAD Operator	\$95.00
Other Technical Staff	\$85.00
Structural Engineer	\$150.00
Mechanical Engineer	\$160.00
Electrical Engineer	\$160.00
"Other" Sub-Consultant	\$150.00
Clerical Staff	\$80.00
Prints	\$0.50/s.f.

- The above hourly rates are fully burdened or loaded, including full compensation for all overhead and profit. Billing rates shall include provision for normal office costs, including, but not limited to: office rental, utilities, insurance, cell phone or radio, equipment, normal supplies and materials, in-house reproduction services, and local travel costs.
- The proposed hourly rates are guaranteed for the duration of the contract.

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: October 22, 2024

SUBJECT: AWARD A PROFESSIONAL SERVICES AGREEMENT TO BUCKNAM INFRASTRUCTURE GROUP TO PROVIDE A PAVEMENT MANAGEMENT PLAN (TASK CODE NO. 2025-106)

REPORT IN BRIEF:

City staff released a “Request for Proposal” (RFP) soliciting proposals to provide a professional Pavement Management Plan. Staff believes that Bucknam Infrastructure Group is the best qualified to provide the professional services and is recommending award of the Professional Services Agreement to the firm.

RECOMMENDED ACTION:

1. City Council declare this action to be categorically exempt under the California Environmental Quality Act, since the action herein does not constitute a “project” as defined by Section 15378 of the CEQA guidelines; and
2. Award a professional services agreement to Bucknam Infrastructure Group to provide a professional Pavement Management Plan in the amount of \$23,796; and
3. Authorize the City Manager to bind the City of Stanton and Bucknam Infrastructure Group in an Agreement to provide the services; and
4. Authorize the City Manager to approve a contingency in the amount of \$2,400 to Bucknam Infrastructure Group.

BACKGROUND:

The City currently maintains approximately 46 centerline miles of paved surfaces, composed of 32 centerline miles of local streets and 14 centerline miles of collector and arterial streets. The funding for maintenance of these streets comes from Gas Tax, Senate Bill (SB) 1, Measure M, competitive grants, and the City’s General Fund.

A Pavement Management Plan (PMP) is a tool used to inventory, rate, track, budget, and plan for future maintenance and projects. It also tracks the performance of previous rehabilitation activities and uses that information to predict and recommend future activities.

Every street is inventoried, and its condition cataloged within the system. The recommendations are used to maximize efficiency of spending and provide a strategic plan. The Pavement Management Program was created in June 2007 and has been updated every two years since then.

One of the requirements of the Orange County Transportation Authority (OCTA) to remain eligible for Measure M funding is that each City have a PMP and update it every two years. The City is required to update the plan and submit the update by June 2025 to continue to receive Measure M funding.

City staff released a “Request for Proposal” (RFP) soliciting proposals to provide a professional PMP. The RFP was released in accordance with the City’s Purchasing Policy and Procedures.

ANALYSIS/JUSTIFICATION:

A RFP was issued on August 29, 2024 with a proposal due date of September 19, 2024. Three (3) firms provided proposals: Nichols Consulting Engineers (NCE), GMU Geotechnical, Inc., and Bucknam Infrastructure Group. The proposals were evaluated by a review committee consisting of the Assistant City Engineer, Senior Public Works Inspector, and Associate Engineer. The review committee established their scoring and ranking on criteria that included, approach to work, cost, demonstrated record of success and qualifications. The consultants were ranked as follows:

Rank	Consultant	Fee Proposal
1	Bucknam Infrastructure Group	\$ 24,940
2	GMU Geotechnical, Inc.	\$ 39,116
3	Nichols Consulting Engineers	\$ 36,000

Per the City’s Purchasing and Contracting Guidelines, proposals must be evaluated using the Qualification-Based Selection process in accordance with Public Law 92-582, which requires that the selection of professional services be based on demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services at a fair and reasonable price.

Based on the results of the RFP process, Bucknam Infrastructure Group demonstrates competence through their proposal and is qualified to provide an updated PMP. Bucknam Infrastructure Group has successfully provided the same services to other cities, such as Fountain Valley, Placentia, and Huntington Beach.

FISCAL IMPACT:

The Fiscal Year 2024/2025 Adopted Budget includes \$35,000 for the Pavement Management Plan Project (Task Code No. 2025-106), which is funded by the City's Gas Tax Fund (#211).

ENVIRONMENTAL IMPACT:

The project is not categorized as a project, and therefore, categorically exempt under the California Environmental Quality Act.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Notifications were performed as prescribed by law.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Obj. No. 3: Provide a quality infrastructure.

Prepared by: Han Sol Yoo, Associate Engineer

Reviewed by: Cesar Rangel P.E., Director of Public Works/City Engineer

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachment:

A. Professional Services Agreement

**CITY OF STANTON
PROFESSIONAL SERVICES AGREEMENT
FOR
PAVEMENT MANAGEMENT PLAN**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 (“City”) and **Bucknam Infrastructure Group, Inc., a Corporation**, with its principal place of business at **3548 Seagate Way, Suite 230, Oceanside, CA 92056** (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional **pavement management plan update** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional pavement management plan update consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the **Pavement Management Plan** project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **pavement management plan update** consultant services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **October 23, 2024** to **April 30, 2025**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractors, Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, 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 pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Peter Bucknam.**

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all

purposes under this Contract. The City Manager hereby designates **the Public Works Director**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Peter Bucknam**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

- (a) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) **Professional Liability:** Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

- (d) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability shall be endorsed to provide the following:

- (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (b) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (d) Professional Liability shall be endorsed to provide the following:

- (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers' Compensation shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **TWENTY-FOUR THOUSAND NINE HUNDRED FORTY DOLLARS (\$24,940)** ("Total Compensation") for the entire term of the contract without written approval of City's **Director of Public Works**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Bucknam Infrastructure Group, Inc.
3548 Seagate Way, Suite 230
Oceanside, CA 92056
Attn: **Peter Bucknam**

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: **Cesar Rangel, Director of Public Works**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant.

Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 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.

3.5.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

The obligation to indemnify, as provided herein, shall survive the termination or expiration of this Agreement.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.8 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.9 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.10 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.11 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.12 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.13 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.14 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.15 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.16 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.17 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.19 Declaration of Political Contributions. Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political

contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

3.20 Subcontracting.

3.20.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 2024.

CITY OF STANTON

BUCKNAM INFRASTRUCTURE GROUP,
INC.

By: _____
Hannah Shin-Heydorn
City Manager

By: _____
Name:
Title:

ATTEST:

By: _____
Patricia Vazquez
City Clerk

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

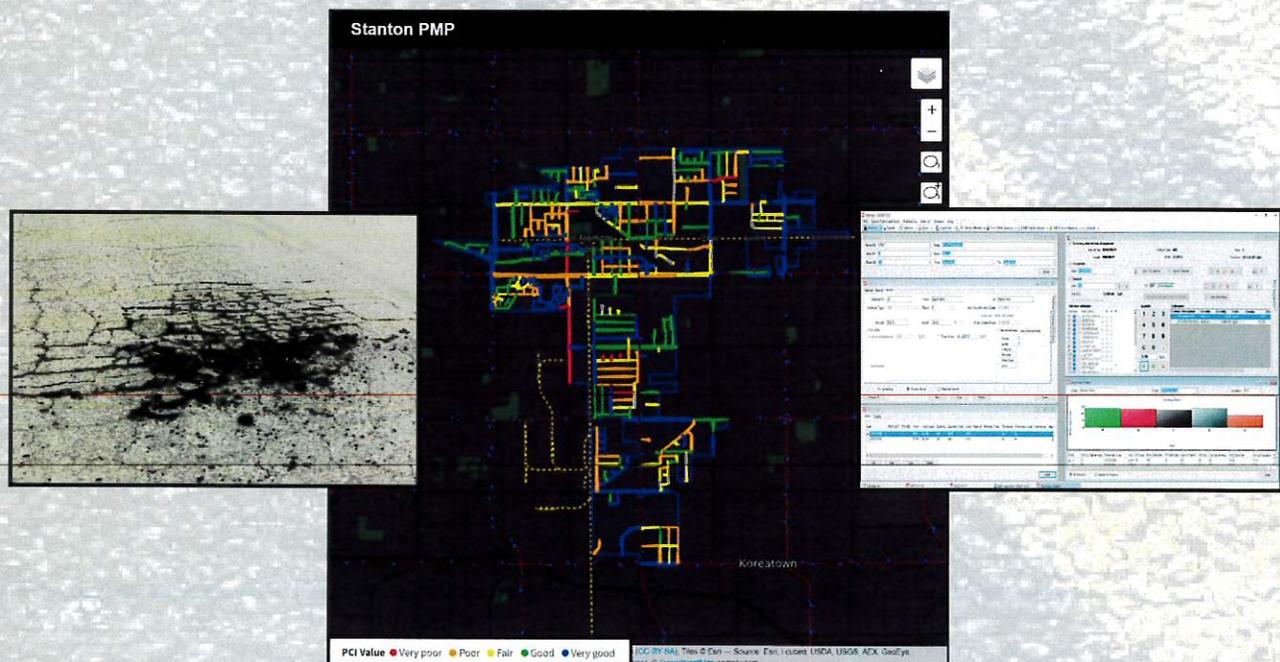
EXHIBIT "A"
SCOPE OF SERVICES

PROPOSAL FOR UPDATE TO PAVEMENT MANAGEMENT PLAN

City of Stanton, CA

September 19, 2024

Submitted by:
Bucknam Infrastructure Group, Inc.



<u>Section</u>	<u>Page</u>
Table of Contents, Letter of Transmittal	TOC
<div style="border: 1px solid black; padding: 2px; width: 20px; text-align: center; margin-bottom: 5px;">1</div>	<p>Project Understanding & Technical Competence .. 1-1 Project Understanding / Approach 1-1 Pavement Management Program Scope of Work 1-4</p>
<div style="border: 1px solid black; padding: 2px; width: 20px; text-align: center; margin-bottom: 5px;">2</div>	<p>Firm Experience & Qualifications..... 2-1 Bucknam Firm Profile / Qualifications..... 2-1 Delineation of Bucknam Infrastructure Group’s Strengths 2-1 Relevant PMP Project Experience 2-2</p>
<div style="border: 1px solid black; padding: 2px; width: 20px; text-align: center; margin-bottom: 5px;">3</div>	<p>Proposed Team’s Qualifications & Experience 3-1 Project Team / Key Staff Members 3-1 Organization Chart 3-2 Resumes 3-3</p>
<div style="border: 1px solid black; padding: 2px; width: 20px; text-align: center; margin-bottom: 5px;">4</div>	<p>Exceptions & Deviations..... 4-1 Exceptions & Deviations Statement..... 4-1</p>
<div style="border: 1px solid black; padding: 2px; width: 20px; text-align: center; margin-bottom: 5px;">5</div>	<p>Schedule 5-1 Critical Path Method (CPM) Project Schedule 5-1</p>
<div style="border: 1px solid black; padding: 2px; width: 20px; text-align: center; margin-bottom: 5px;">6</div>	<p>Proposal Acknowledgement Form 6-1 Appendix A – Proposal Acknowledgement Form..... 6-X</p>
<div style="border: 1px solid black; padding: 2px; width: 20px; text-align: center; margin-bottom: 5px;">7</div>	<p>Fee Proposal (Separate Envelope) 7-1 Fee Proposal 7-1 Hourly Rate Schedule 7-2</p>

September 19, 2024

Mr. Cesar Rangel, P.E.
Public Works Director/City Engineer
City of Stanton
7800 Katella Avenue
Stanton, CA 90680

Subject: Proposal for Update to Pavement Management Plan

Dear Cesar,

It is our pleasure to submit our proposal to assist the City of Stanton in the proactive, continued management of your Pavement Management Program (PMP). With the City seeking to move toward stronger infrastructure management methodologies through advanced pavement inspections, district maintenance, PMP software interoperability, Capital Improvement Programming (CIP), asset management correlation, and accurate GIS implementation, *Bucknam Infrastructure Group* has identified a proactive and cost-efficient method to assist the City in updating your essential PMP. Our team will focus our long-term PMP knowledge, extensive Stanton - Orange County experience and GIS/GPS technologies to optimize the City's maintenance dollars by implementing a manageable and reliable PMP methodology.

Bucknam served as the City's consultant for the 2023 PMP Update. Our project staff can be relied upon again to provide outstanding service to the City because we will assist the City in building upon a common-sense PMP, formulate a proactive CIP budget and make realistic maintenance recommendations through our:

- ❖ Relevant and accurate PMP services based on our ongoing work with numerous Orange County, Los Angeles and San Diego local agencies such as:
 - **21 Orange County local agencies; 60% of Orange County local agencies (e.g. Cypress, La Palma, Buena Park, Fullerton, Placentia, Orange, Santa Ana, Garden Grove, Stanton)**
 - **Recent OCTA Pavement Preservation Program project where Bucknam assessed and generated a countywide 10-yr economic forecast for all 35 Orange County local agencies (StreetSaver/MicroPAVER assessments)**
 - 36 Los Angeles County local agencies;
 - 20 San Diego/Inland Empire local agencies; and
 - Army Corps of Engineers ASTM D6433 compliant surveying, reporting and pavement analysis on an annual basis;

- ❖ Our project manager has worked within the SoCal Pavement Management industry for over twenty-six (26) years and has worked extensively with MicroPAVER PMP software through turn-key data conversion projects to long-term, proactive pavement CIP scheduling that relies on accurate and cost-efficient CIP recommendations;



3548 Seagate Way, Suite 230
Oceanside, CA 92056
T: (760) 216-6529
www.bucknam-inc.com

- ❖ Project/engineering experience that brings the understanding that MicroPAVER results are not set in stone; we proactively use the available data to enhance budget forecasting and CIP/O&M project planning;
- ❖ Cost effective management methodologies, from the project kickoff through final reporting, gained through our Project Manager's experience and applied through the use of Bucknam's MyRoads® dynamic PMP-GIS web-portal;
- ❖ As Project Manager, my goal is not just to meet the requirements of this project but to establish a living document that will be used throughout the term of the CIP as well as implement achievable long-term infrastructure management goals in coordination with City schedules.

Offeror: Bucknam Infrastructure Group, 3548 Seagate Way, Suite 230, Oceanside, CA 92056; Company FID # 45-2723662 (S-Corp)

Mr. Peter Bucknam (Project Manager) will be providing day-to-day operational / management services and deliverables; he is authorized to sign the agreement for this contract. He can be contacted at 760-216-6529 (work) 714-501-1024 (cell) or email at peter@bucknam-inc.com. Mr. Steve Bucknam, P.E. (Principal) will be responsible for all project oversight (steve@bucknam.net).

By selecting *Bucknam Infrastructure Group, Inc.*, the City of Stanton will continue to receive a strong, knowledgeable, innovative, and communicative team with the experience to implement a cost-effective pavement management program. Our handpicked pavement management professionals are committed to delivering quality services to the City. Bucknam has thoroughly examined and has become familiar with the work required in this RFP and is capable of performing quality work to achieve the objectives of the City.

Our proposal shall be valid for a period of no less than ninety (90) days from the date of submittal. All information within our proposal is true and correct. Bucknam acknowledges the receipt of Addendum No. 1. We have already scheduled time for your project and eagerly await our kick-off meeting with City staff and you.

Respectfully submitted,
Bucknam Infrastructure Group, Inc.



Peter J. Bucknam
President/Project Manager

Project Understanding / Approach

As the City of Stanton infrastructure matures, the City's staff is striving to update the Pavement Management Program (PMP) through cost effective condition surveys, engineering cost evaluation, Arterial CIP prioritization, "residential neighborhood" budgetary reporting and work history updates within the MicroPAVER database. The City requires a team that will not only survey the defined sections using cost-conscious methodologies but will create a comprehensive program that includes the enhancement of your multi-year PMP CIP, neighborhood maintenance, improved true area SF accuracy, essential data for PS&E bid document preparation, GIS links to the PMP, and the knowledge of the MicroPAVER/MyRoads® software.

Bucknam will provide these services through our proactive and accurate update of your PMP; we will address the City's primary goals of:

- Establishing project kickoff meeting to finalize scope of work, all team members, project schedule and deliverables;
- Assessing 2023 MicroPAVER database to validate all street classifications, segmentation and segment quantities;
- Enhancing the Stanton MicroPAVER database with 2023 - 2025 work history data entries;
- Surveying 46.14 miles of Arterial, Collector, Local, and Alley streets; provide variance PCI reporting based upon 2023 PCI's vs. 2025;
 - Verifying / Updating pavement centerline and segment quantities (PMP vs. GIS);
 - Through the use of Bucknam-Envision Geospatial pavement segmentation Artificial Intelligence (AI) calculations (true edge of pavement to edge of pavement calcs);
- Generating 2025 Pavement Condition Index (PCI) ratings/summaries for each segment and overall;
- Developing a proactive preventative slurry seal / overlay rehabilitation schedules based on existing capital funding;
- Establishing sound recommendations for current / future maintenance needs;
- Utilizing the City's existing funding to generate a baseline seven (7) year Capital Improvement Program (CIP); as well as recommending alternative maintenance budgets that demonstrate realistic return-on-investments (ROI), i.e. "actual" budget, maintain / increase PCI models;
- Publishing PMP-GIS layer within the City's GIS Enterprise and enhancing the Stanton MyRoads® web-portal

We have defined detailed phases to the scope of work in accordance to the City's RFP;

- Project Implementation, Client Satisfaction, Scope of Work (Major Tasks)

1) Project Implementation

TASK 1.1: Project Kickoff

The first step in updating a successful pavement management program truly resides in frequent communication and timely scheduled data updates. For the City of Stanton, it will be essential to establish, up front, the Public Works (Engineering & Maintenance) pavement management priorities. Our team will set a Project Kickoff meeting with Public Works staff to discuss and review in detail the expectations of the project, technical approach, section ID / GIS management, surveys, district/quadrant maintenance, software upgrades & use, project deliverables and the review of schedule.

This effort will build consensus between the Engineering and Maintenance staff, as well as build stronger ARTERIAL CIP and LOCAL neighborhood maintenance programs that complement large Public Works CIP projects and annual maintenance projects.

Further topics to be discussed will include the review and assessment of the existing MicroPAVER pavement plan/data; its current and future use, survey areas based on recent maintenance work and schedules, new construction, data quality and condition, current pavement procedures, historical expenditure levels, MyRoads® use and desired service levels.

Deliverable: Meeting minutes, revised project schedule (if necessary)

TASK 1.2: Project Status Meetings - Quality Control Program

Status Meetings and Progress Reports

- Minimum of three meetings during the project (kickoff, field, and status meetings) – minimum of eight (8) hours; Field review meetings; Monthly progress status reports will be delivered to City project manager.

Quality Control (QC)

Prior the data assessment and survey, Bucknam will submit our Quality Control Plan to the City for review and discussion (OCTA approved). We will use a statistical sampling approach for measuring the quality of our field technician's work. In this manner, 10 percent of the original annual surveys will be re-surveyed by an independent survey crew, supervised by a field supervisor, and the results will be compared to the original surveys (this will include 4.6 miles of arterial/local/alley QC). Our QC process involves checking the field crews' work in a "blind study" fashion. Quality control checks will be performed at the end of each survey week. This will ensure that all field personnel are properly collecting distresses and pavement quantities for all street segments.

PCI variance reporting will be performed where previous PCI data will be compared to newly inspected 2025 PCI data; if PCI's vary more than ten (10) points per year Bucknam staff will assess the potential cause through unrecorded work history, accelerated pavement deterioration, etc. Bucknam will record/log any discrepancies between the previous and current PMP databases (any corrections/changes to the database shall not be made without prior City staff approval).



Since we are collecting distress information on our field Tablets with the Stanton PMP database live, our staff will perform several quality control tests within the pavement management software using a sample set of the City of Stanton’s street distress data.

This will ensure that all system and analysis settings as well as City recommendations and standards are being followed. Over the past two years, Bucknam has submitted over fifty (50) OCTA/METRO compliant reports for Orange and LA County municipalities, they include:

Orange County PMP Clients (Current)		
Brea	La Palma	Rancho Santa Margarita
Costa Mesa	Orange	Tustin
Laguna Hills	Laguna Beach	Westminster
Fountain Valley	San Juan Capistrano	La Habra
Huntington Beach	Laguna Woods Village	Fullerton
Seal Beach	Santa Ana	Placentia
Buena Park	Cypress	Stanton
Los Angeles County PMP Clients (Current)		
Long Beach	Alhambra	El Segundo
Duarte	Culver City	Lomita
Rancho Palos Verdes	Downey	Glendora
Signal Hill	Pomona	Sierra Madre
Monterey Park	Hermosa Beach	South Pasadena
Compton	Lynwood	Norwalk
Monrovia	Rosemead	Bellflower
Lawndale	Covina	Beverly Hills
La Verne	South Gate	La Habra Heights
San Marino	Covina	South El Monte
West Covina	Commerce	Lakewood
Gardena	Manhattan Beach	Whittier

Our surveys follow the accepted ASTM D6433 procedure requirements. A copy of the QA/QC plan utilized by our staff during the project will be submitted along with the PMP certification documents. Our staff attends the OCTA PMP Distress Training Classes held in each year, 2011 thru 2024. In July 2024 our staff was acknowledged as “qualified inspectors and firm” to prepare PMP’s compliant with the OCTA Countywide Pavement Management Guidelines (this certification/compliance runs through June 2026).

Additionally, due to our extensive 25yr Orange County PMP experience Bucknam was selected by the Orange County Transportation Authority (OCTA) in September, 2021 to perform a 10-year Pavement Management Plan analysis on ALL 35 Orange County local agencies PMP’s. Essentially, a Countywide Pavement Management Plan!

2) Client Satisfaction

TASK 2.1: Project Deliverables

Shown throughout our Scope of Work, each Task is summarized with project deliverables. Client satisfaction will derive from frequent communication with the Project Manager and key staff members

from the Engineering and Maintenance divisions. Project success is created by delivering on three main factors;

- 1) Adherence to scope tasks and deliverables
- 2) Performing to the standard set by the Project Schedule; and
- 3) Controlling costs.

Our Project Manager will follow each of these factors throughout the duration of the project

Deliverable: Project Status Updates, as stated in Task 1.2

3) Scope of Work (Major Tasks)

TASK 3.1: Update Maintenance and Rehabilitation Activities

The City will provide Bucknam a complete listing of all major work (overlay, slurry, etc.) in hard copy/digital format to Bucknam for updating specific section work histories and PCI ratings. Bucknam will review all maintenance and rehabilitation projects completed and/or scheduled by the City since the last update in 2023; this will include work history updates on arterial, collectors, locals, and alleys.

Our staff will enter the necessary work history updates as mentioned above (i.e. data entry of maintenance / rehabilitation activities) into your MicroPAVER database. Once the project is completed, our staff will provide the 2023 PMP database files to the City.

Deliverable: Update PMP data, Work History report

TASK 3.2: Pavement Condition Surveys

First and foremost, the assessment of the City’s pavement segmentation is one of the key priorities for this project. With two years between major inspections, it will be essential to verify that all Arterial, Collector, Local, and Alley segmentation is up-to-date and that section SF quantities are verified, accurate and reliable (this was shown as one of the City’s major goals for this project).

This will be completed by utilizing the Bucknam-Envision Geospatial cloud-based learning technology (AI) to correct quantify square footages for each pavement section (see sample below).

Bucknam (powered by Envision Geospatial’s unique use of cloud-based learning technology technology) allows our staff to provide the AI with the City of Stanton’s most recent aerial image; in doing so, all AC and PCC pavement “true” areas



are immediately calculated. This instant calculation is possible due to the cloud-based learning tech's inherent working knowledge of how to recognize define pavement segmentation, edge of pavement and surface types.

This ability will allow Bucknam to obtain the necessary quality control measurements for all Stanton PMP segments and to perform segment SF variance reports. This will in turn create a more accurate total centerline / square footage total for the Stanton PMP network as well as enhance budgetary projections for FY 2025-32.

We will review/assess new and/or missing streets previously excluded from the last PMP update and create the necessary segmentation within the Stanton PMP database + GIS links.

Once the pavement segmentation has been assessed and verified, the necessary 46.14 miles of Arterial, Collector, Local, and Alley inspections will be performed. It is the City's desire to survey all pavement sections this fiscal year.

Our survey methodology will include the following approach based on the ASTM D6433 guidelines:

1. **Walking** - All sections are surveyed through "two-pass test" walking methodologies. AC/PCC distress types will be collected based upon actual surface conditions and physical characteristics of the segment.

Surveying methods will be conducted by remaining consistent with ASTM D6433-20 & the Army Corp of Engineers AC/PCC network-level sampling guidelines while being flexible to current City requirements.

All sample locations are observed through walking surveys; samples areas will cover a minimum of 20% of the total section area and will be 2,500 SF +/- 1,000 SF in size. According to the City's RFP the following pavement sections are to be surveyed for the upcoming 2025 PMP update:

- The inspection of approximately 46.14 centerline miles of Arterial / Collector, Local, and Alley segments will be performed;
- Recent overlay rehabilitation will reduce total mileage of survey – TBD;
- No private streets will be surveyed under this effort;

Our use of MicroPAVER Tablet-based units allows our staff to collect pavement data with the City of Stanton's PMP database live in the field. All electronic data is transferred to the master MicroPAVER account at the end of each day and reviewed at our office for quality control and management.

Roadway Verification Survey - A listing of the field attribute data that is updated/verified during the survey for the pavement management database is listed below:

2. Field Attribute Data (updated and/or verified)

- ❖ Street name, from/to, indicating the assigned limits of the section, sample areas
- ❖ Historical PCI tracking from previous inspections and 2025 PCI inspections
- ❖ Segment rank, length, width, and total area of the section

3. Conditional data will be evaluated for all street segments and will include:

- ❖ MicroPAVER 20 AC & 19 PCC distresses by type, severity and sample area
- ❖ Sampling/conditional data pulled from within edge-of-pavement to edge-of pavement
- ❖ PCI ratings (0-100), taking into account the surface condition, level of distress

4. **Section Distress and PCI Reporting**

Once inspections are completed, we will generate a draft Pavement Condition Index (PCI) Report for City staff to review. The City and our staff will review these reports to ensure that all inventory data is correct and the project is running smoothly. Our PCI Reporting will include:

- PCI Report – Sorted by Name (A to Z), PCI Order (0-100), District/Zone (1, 2, 3, etc.);
- Work history report; and
- GIS Maps presenting PCI findings by section.

Once the City has reviewed, assessed and commented on the draft report, we will address all comments made and deliver the final reports.

Deliverable: Citywide PCI Reports (30%, 65% and 100% status PCI reports), PCI Variance report

DEVELOP RECOMMENDED IMPROVEMENT PROGRAM

TASK 3.3: Maintenance and Rehabilitation Assessment / Priorities

We will assist the City in developing the most cost-effective preventative maintenance and rehabilitation strategies necessary to achieve the desired level of serviceability. Initially, Bucknam will assess overall condition trends and perform a performance predication model; this will lead to Bucknam meeting with the City to discuss and strategize maintenance activities that are currently being used by the City. Based on the City's current AC & PCC applications and other maintenance practices used we will conduct an historical and prospective analysis of the conditional and financial impact these practices have on the network.

We will establish/update the Stanton MicroPAVER maintenance "decision tree" that will be used to generate pavement recommendations that match current fiscal year maintenance approaches/City practices. This will be accomplished by assessing/updating the unique and individual PCI ranges and deterioration curves within PMP software based on functional class (i.e. arterial, collector, local) and age.

Our staff will review the Stanton deterioration curves that have been developed based on historical pavement condition, inspection, surface type, and road class.

All maintenance practices/unit costs will be integrated into the PMP and will be derived from the most recent construction bids for pavement rehabilitation. We will account for inflation rates when long-term revenue projections are made. Our Project Manager and Principal will work closely with the City in defining repair and rehabilitation strategies for each fiscal year as well as establish PMP zones for the street/alley networks. Once the repair/rehabilitation strategies have been defined, the identification of a seven year Forecasted Maintenance schedule will be generated.

The recommended budget scenarios will be identified on the basis of several criteria:

- Assessment and review of the City's Pavement CIP

- Present pavement conditions; Desired levels of service and available resources
- Projected / Forecasted PCI's per section
- Cost benefit of individual strategies (minimum of three (3) scenarios)
- Scheduling with the City's major CIP projects (water, sewer, etc.)
- Budgetary recommendations that satisfy OCTA guidelines
- Local "Neighborhood" fiscal year reporting/improvement scheduling
- Future routine maintenance needs based on projected deterioration rates

The primary emphasis of this task is to maximize the scheduling of street maintenance using the most cost-effective strategies available and taking into account a life-cycle cost analysis.

TASK 3.4: Citywide CIP / OCTA Compliance Budget Reports

We will deliver a sound PMP Final Report to the City which will be essential for staff reference / use as well as presented in a way that is beneficial for elected officials/upper management. **This report will ensure that the City in complying with OCTA Measure M2 Eligibility requirements.**

The report will be prepared in a format that uses the information delivered by MicroPAVER in conjunction with the information and analysis performed by our team. The report will provide:

- Current inventory and pavement conditions indices (PCI) for all road classes
- Projected annual rehabilitation programs for street maintenance for a 7-yr period (ARTERIAL, LOCAL and ALLEY Forecast Maintenance Reports) that show the largest return on investment and acceptable levels of service;
- Modeling and comparison of at least three (3) budget scenarios that typically include:
 - Future PMP conditions based upon current 2025-2032 funding levels;
 - Identification of annual funding to maintain current after 7-years (alternative strategy);
 - Increase current PCI within 7-years (alternative strategy);
 - Projected pavement conditions resulting from the Forecast Maint. Reports;
- Strategies and recommendations for the City's maintenance programs and procedures, including a preventative maintenance schedule;
- Publication of budget scenarios within MyRoads® and GIS (Bucknam web-portal/dashboard);
- Supporting documentation required by OCTA;
- A detailed breakdown of deferred maintenance (backlog); and
- Quality Management Plan document.

Our recommendations will provide guidance to the City on how to implement better preventative maintenance / rehabilitation strategies and/or increase funding through PMP data examples. We will make a 15 minute (non-technical) presentation of the results from the 2025 PMP update to City personal and/or City Council if necessary; pro bono.

Mr. Steve Bucknam, P.E. (Registered Engineer) will review all final PMP data within the final report incorporating the results of our pavement evaluation and conditions. We will provide recommendations for pavement rehabilitation and replacement design based upon field data and analysis.

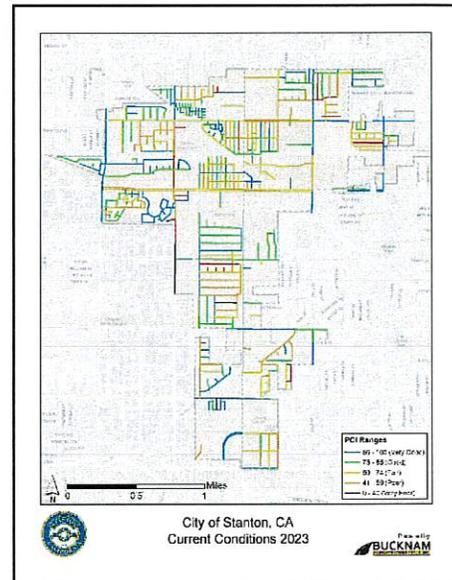
Deliverable: Two (2) copies of the approved Final PMP Report, Final MicroPAVER database, Excel spreadsheets, OCTA compliance form and digital delivery of final project files.

TASK 3.5: PMP – GIS Link / PMP Mapping

As an enhancement and proactive approach to this project, our staff will update the existing Pavement-GIS link between MicroPAVER and the City's GIS system and current PMP-GIS layer. Our staff will review all ongoing upcoming capital projects that may impact the GIS mapping delivered for this project. The maps described below will be incorporated into the City's Final PMP report:

- PCI values for every section
- Work History identifications
- 7-yr Arterial / Local Rehabilitation and Slurry Seal Programs
- Functional classification maps

Once the City has approved the Pavement Condition Report, we will update the necessary MicroPAVER - GIS linkages. By using the unique Sec ID's within the PMP and the City's ESRI street shapefile ID's, we will update the one-to-one match for each pavement section in the GIS. Our staff will coordinate all project deliveries with the Public Works and the GIS division to ensure that the most current and accurate PMP-GIS maps are represented within the City's GIS enterprise as well as sent to OCTA per their 2025 Guidelines.



Deliverable: Complete GIS files/themes based on list above (project .mxd/shapefiles).

TASK 3.6: Stanton MyRoads® PMP Web-Portal

Stanton MyRoads® PMP Web-Portal – Bucknam's proprietary MyRoads® is a great match for the Stanton PMP today and the future. **Our application brings your PMP data to life within a dynamic dashboard!**

Bucknam now provides all our PMP clients with a unique and agency-driven "MyRoads®" web-portal that provides instantaneous access to your pavement management database. This "dashboard" allows users to toggle through individual sections via GIS Lasso map selections, zone queries, rank selection and PCI ranges to review all section metrics, latest/previous inspections, work histories and filtered PCI reports.

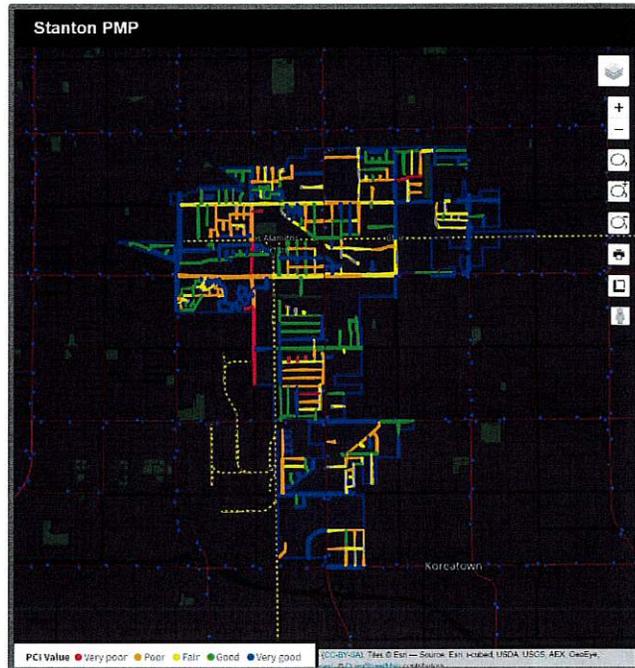
To cap it off, your selections/queries also generate preliminary engineering costs estimations for slurry, overlay and reconstruction projects and provides you with the predictive PCI as if the work is complete.

Bucknam has shown the 2023 Stanton MyRoads® account actively working!

This tool will be accessed by City staff simply through a Username/Password methodology. As changes are made to the Stanton PMP database the MyRoads® dataset is changed to reflect work history edits, PCI inspections and section changes.

In summary, MyRoads® allows the user perform the following dynamic functions:

- Query specific pavement segment(s) to view current/historic PCI, work history inspection;
- Filter for pavement sections within a defined zone, PCI range and/or functional class;
- Select a pavement section or grouping of section through the on-board GIS tool;
- Enter slurry, overlay & reconstruction unit costs to determine preliminary cost of maintenance and resulting citywide PCI
 - Display critical street / sidewalk / ROW assets along pavement section(s) that are critical to Engineering Bid development and solicitation (ADA ramps, utilities, manholes, trees, etc.)
- Displays all final GIS project maps (PCI, work history, 7-yr forecasted maintenance, etc.)
- Bucknam will train Stanton staff on the simply use of the MyRoads® dashboard.



Bucknam Firm Profile and Qualifications

Bucknam Infrastructure Group, Inc.
(est. 2011, S-Corporation) has a full-service office in Southern California and is committed to building stronger



3548 Seagate Way, Suite 230
 Oceanside, CA 92056
 T: (760) 216-6529
 www.bucknam-inc.com

relationships with government organizations through frequent communication and team building. We build long-term partnerships with agencies that expect and require accuracy, efficiency, and integrity in all aspects of community services. Our experienced staff is committed to ensuring that immediate and long-term goals are met and are a top priority in the development of pavement management, infrastructure management, financial, geographic information systems (GIS), and facility management projects.

Our full-service Infrastructure Management - GIS Division provides comprehensive engineering and infrastructure/GIS management services, as well as database management, pavement / ROW field inspection services, and GIS automation and management.

Our extensive professional service offerings include:

Regarding Pavement Management Programs, our firm is currently assisting 75+ local agencies comply with Orange, LA, SD, San Bernardino and Inland Empire County’s pavement reporting requirements.

Pavement-CIP Management (PMP)	Public Works Management
Pavement Data Conversion	ADA Self-Evaluation/Transition Planning
Pavement Condition Surveys	GASB 34 Compliance/Reporting
PMP Assessments/Software	Intranet GIS Implementation
PMP/GIS Deliverables	Contract GIS Services
ArcGIS Online Apps/Tool Development	Traffic Control Device/Sign Inventory
Public Right-of-Way Inventories	Maintenance Management Programs
PMP OCTA-Compliance Reporting	Record Retention/Scanning Services
Digital Roadway Imaging/Survey	Utility GIS Services

Regarding Pavement Management Programs, our firm is currently assisting 75+ SoCal local agencies complying with the County pavement reporting requirements. In addition to the extensive knowledge and experience of our infrastructure management professionals, Bucknam provides a broad scope of administrative, inspection, civil engineering, and GIS services to public agencies.

We look forward to working with you on your project. Our handpicked management professionals are committed to delivering quality services to the City. **Our office is located in Oceanside, CA 3548 Seagate Way, Suite 230 (10 employees).**

Delineation of Bucknam Infrastructure Group’s Strengths

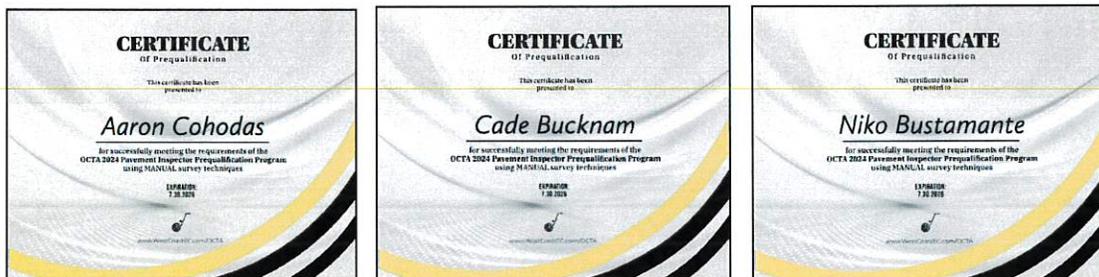
As Bucknam approaches twenty-six (26) years of pavement management experience, our firm is distinct and unique in the fact that we have continued to improve upon our long-term local agency client based throughout Orange County. Building and establishing long-term client relationships through PMP management is a clear delineation of our professional services.

Firm Experience & Qualifications



Bucknam's experience and qualifications directly related to this project and other key delineation strengths include:

- **Currently providing PMP services for 21 of the 35 Orange County local agencies in the past two years (60%);**
- Currently, providing PMP services to 36 of the 88 Los Angeles County local agencies in the past two years (41%);
- Bucknam now implements Cloud-based Artificial Intelligence (AI) Learning Technology to calculate pavement section AC/PCC True Area SF quantities;
- Enhancement and utilization of Stanton MyRoads® – PMP mapping (web-based access/use); requires no GIS software to view your PMP online (**See Task 3.6 within Scope of Work**);
- Staff / Firm is certified through OCTA and MTC for use and management of MicroPAVER / StreetSaver
 - Bucknam is ASTM D6433 certified through OCTA until June, 2026 for PMP services/inspections to local agencies;
- Focused managers / field technicians that perform infrastructure management services at cost-competitive rates and deliver quality products;
- Local presence (Oceanside office) allows our firm to be on-site within one hour to respond to Stanton's requests and needs;
- Proven Orange County PMP economic ROI regarding long-term Pavement CIP's recommendations, implementation, maintenance applications and increased PCI's



Relevant PMP Project Experience

The following project experience presents our description of work, its relevance in completing similar projects for numerous other agencies, OCTA Measure M2 PMP compliance, Proposition C / LA County METRO compliance, PMP software training expertise, and the broad knowledge of our pavement project team. Our project team brings over 75 years of public/private engineering and data management experience to the City of Stanton. This includes over 750+ PMP projects covering turn-key projects, simply training of Agency staff with pavement management methods, County Measure/Proposition compliancy, financial strategies and Capital Improvement Programs. Over the past twenty-six (26) years, we have worked on numerous projects similar to Stanton's current PMP project. We have listed five (5) long-term pavement management projects identical to the task descriptions as listed in your RFP:

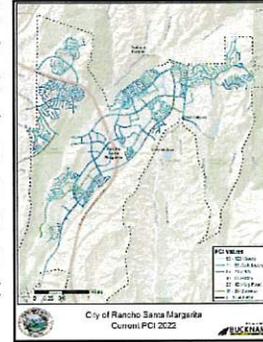
Bucknam Infrastructure Group, Inc.

Citywide Pavement Management Program

City of Rancho Santa Margarita (2000-2027)

Mr. Wilson Leung, Principal Engineer - (949) 635-1800 ext. 6506
22112 El Paseo, Rancho Santa Margarita, CA 92688 wleung@cityofrsm.org

Mr. Peter Bucknam has managed the City of RSM's pavement management program for over twenty-three (23) years since the City incorporated and we were recently award the 2024-27 PMP contract this summer. Over the twenty years Mr. Bucknam has overseen 20+ phases of pavement survey, built the City's Pavement-GIS layer and assisted the City in sustaining one of the highest weighted PCI's in Orange County. Additionally, our firm converted all pavement data from MicroPAVER to StreetSaver (2012) based on the use of the program from surrounding agencies and its integration into the City's GIS Intranet program.



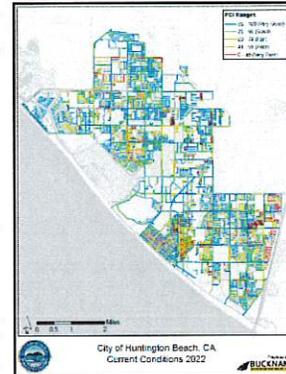
Residential maintenance zone management is now the focus of the program where our project team is performing survey, coring and the reorganization of the City's slurry/cape seal zones to create a more attainable, proactive residential maintenance program.

Citywide Pavement Management Program

City of Huntington Beach (FY 2001-2024)

Mr. Tom Herbel, City Engineer – (714) 374-1732
17371 Gothard St, Huntington Beach, CA 92647 Tom.Herbel@surfcity-hb.org

Over the past twenty-one years, our Project Manager (Mr. Peter Bucknam) has overseen/managed nine (11) biennial PMP projects for the City of Huntington Beach. The City has over 450 miles of streets to maintain and proactive manage. Bucknam has assisted the City staff with biennial surveys, GIS development and PMP compliance reporting resulting in annual PCI increases and reduction of deferred overlay maintenance. Bucknam was recently awarded the FY 2023-24 PMP update where we will be performing 315 miles of survey (MPAH + a portion of their Locals), implementation of MyRoads® web-portal PMP and the use of IBM-Watson SF calculations for AC / PCC pavements. Bucknam utilizes the most current ESRI ArcGIS Pro, ArcGIS Online, ArcMap for the management of the City's pavement, sidewalk and utility datasets; as well as within Bucknam's MyRoads® GIS web-portal app.



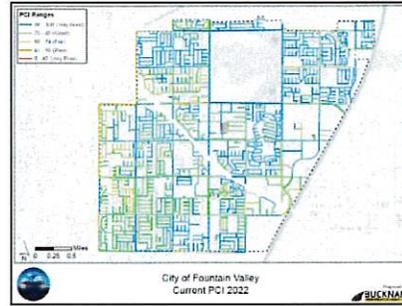
Citywide Pavement Management Program

City of Fountain Valley (1998-2024)

Mr. Temo Galvez, Deputy Director/City Engineer – (714) 593-4517
10200 Slater Avenue, Fountain Valley, CA 92708 temo.galvez@fountainvalley.org

Mr. Peter Bucknam has managed the City of Fountain Valley's pavement management program for over twenty-four (24) years recently finished the 2022 biennial update for MPAH for Measure M2 compliance.

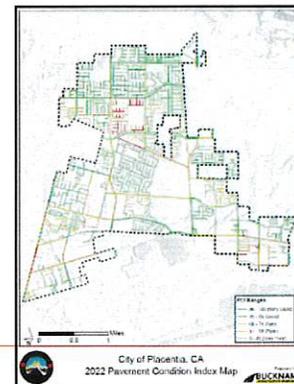
Over the twenty years Mr. Bucknam has overseen twelve phases of pavement survey, built the City's Pavement-GIS layer and assisted the City in accomplishing the overlay of more than 90% of the City's arterial network. Our team assisted the City in implementing an Intranet ArcServer Intranet GIS to assist the City in managing all its GIS assets. Our firm converted all pavement data from CarteGraph to MicroPAVER (2005) based on the use of the program from surrounding agencies and its integration into the City's GIS Intranet program. Residential maintenance zone management is now the focus of the program where our project team is performing survey and management of the City's residential zones to create a more attainable, proactive residential rehabilitation program. Additionally, our staff has performed a citywide arterial and collector pavement management study, sign, catch basin, and curb marking inventory for the City using the Digital Roadway Imaging shown in our scope of work. Bucknam serves as the City's on-site GIS Program Manager where we support all GIS services within all departments; this contract runs through FY 2023. Bucknam utilizes the most current ESRI ArcGIS Pro, ArcGIS Online, ArcMap for the management of the City's 70+ GIS layers (i.e. traffic signalization, catch basin, manhole, sidewalk, pavement, sign and utility datasets; as well as within Bucknam's MyRoads® GIS web-portal app.



Citywide Pavement Management Program-GIS City of Placentia (2021-2024)

Mr. Chris Tanio, Director of Public Works - (714) 993-8132
401 E. Chapman Ave., Placentia, CA 92870 ctanio@placentia.org

In 2022, Bucknam was contracted to perform a citywide pavement management inventory for the City of Placentia. This project consisted off a complete turn-key effort in "re-segmenting" the City's PMP network, validating previous PCI inspection data, performing an ASTM D6433 based survey, updating StreetSaver and GIS integration. Bucknam's corrected and validated all MPAH and Local Street segmentation, published and delivered a common-sense, realistic OCTA Measure M2 compliant report that demonstrated achievable PMP applications / schedules. In working with Public Works staff Bucknam was able to quickly and accurately implement a pavement management program that was well-received by staff. Additionally, our services included a complete evaluation of the City's PMP budget, short-term and long-term budgetary analysis (Actual, Maintain and Increase PCI budgets) and GIS services that linked the City's StreetSaver data to the City's GIS enterprise.



Bucknam was recently awarded the FY 2024 PMP contract.

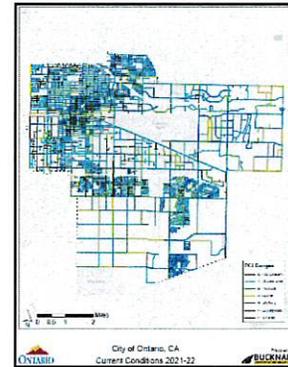
Firm Experience & Qualifications



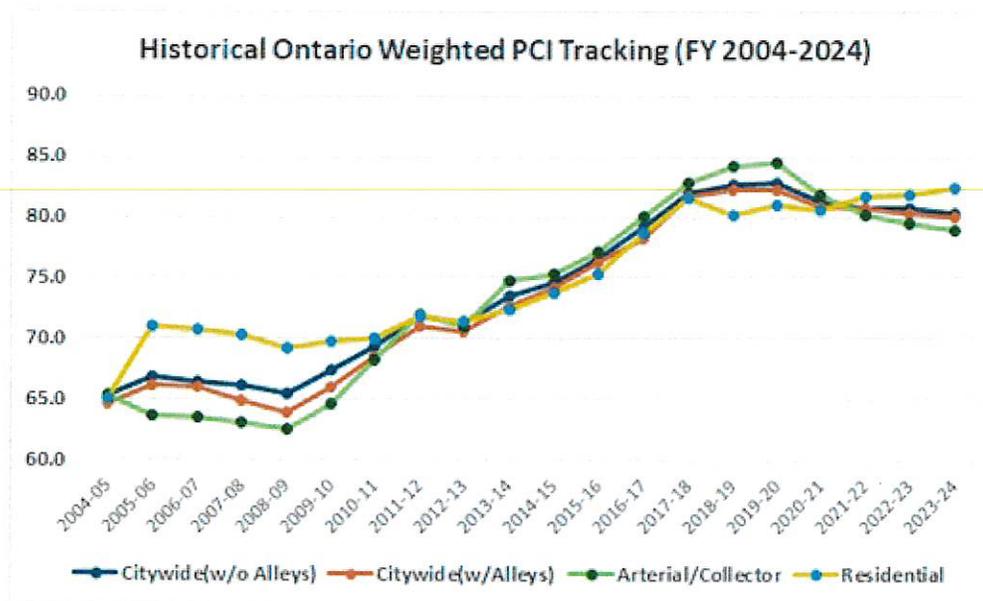
Citywide Pavement Management Program-GIS City of Ontario (2001 thru 2030)

Mr. Tricia Maruki, PE, Assistant City Engineer – (909) 395-2188
303 East “B” Street, Ontario, CA 91764 tmaruki@ontarioca.gov

Bucknam has been working with the City of Ontario and its PMP since 2001; this covers over fourteen phases of inspection (all MicroPAVER), reporting and GIS management. Our services cover annual pavement inspections, CIP/maintenance budget analysis and reporting. Over the past twenty years our services have assisted the City in increasing their overall weighted PCI from the low 60’s to the high 70’s. The City includes almost 600+ miles of streets. Our Project Manager has worked with the City since 2001 and has worked with five different City project managers in regard to the PMP; this trust comes from our adherence to project deliveries, cost management and proactive PMP goals.



Bucknam utilizes the most current ESRI ArcGIS Pro, ArcGIS Online, ArcMap for the management of the City’s pavement and utility datasets; as well as within Bucknam’s MyRoads® GIS web-portal app.



Bucknam is now under a five-year contract until FY 2030.

Proposed Team's Qualifications & Experience

Project Team

The *Bucknam* pavement management team's local agency expertise is demonstrated through:

- ❖ Our experience of managing pavement projects over the past twenty-six years;
- ❖ Assisting cities comply with Orange County PMP Propositions/Measures
- ❖ Implementing MicroPAVER/StreetSaver throughout Southern California
- ❖ Extensive Orange, Los Angeles, Riverside, San Diego and Inland Empire PMP project management experience;
- ❖ Our understanding of public works projects from the "city" side through City Engineer and Public Works Director experience;
- ❖ Implementing a realistic, proactive and sustainable PMP methodology that matches your agency's needs and goals.

Bucknam will bring our extensive experience to the City of Stanton by building upon our knowledge and understanding of your PMP goals. Mr. Bucknam's pavement team includes ten (10) dedicated, qualified managers and field technicians that have served under his management for over twenty-six years on PMP projects. His team of inspectors will update your PMP through sound ASTM inspection methodologies. Mr. Bucknam's experience covers the management and implementation of infrastructure management programs that exceed 70,000+ miles of pavement for more than 80 cities and 750+ PMP projects.

All key personnel will be available for the project; no key person designated to this project will be removed or replaced w/o prior written consent from the City

Based on the scope of work related to this project, our team brings a tremendous amount of experience to the City of Stanton regarding field and in-house training for StreetSaver and innovative survey methodologies. We bring a wealth of experience through projects, pavement application knowledge and relationship building through trust and adherence to schedule.

Bucknam – Key Project Team / Experience

PETER BUCKNAM, Project Manager, has managed 750+ pavement management projects over the past 26 years in the Southern California region and will be the Project Manager for Stanton's PMP project. Peter is committed to the project from the receipt of the notice-to-proceed through completion.

As the City moves into the "long-term program management" phase for its pavement program, ~~Mr. Bucknam brings his experience of working with individual cities for numerous years, where he has assisted cities from the onset (turn-key, data conversion) to high-end pavement management and GIS integration and County compliance. Mr. Bucknam served as Project Manager for the City's 2023 PMP Update.~~

STEVE BUCKNAM, P.E., Principal-in-Charge, will be responsible for the overall performance of the project and will provide quality assurance review. Mr. Steve Bucknam is a licensed Civil Engineer (LIC #20903) and will oversee all tasks for this project. Mr. Bucknam is a former Deputy City Manager for Public Works and City Engineer of Norwalk, and City Engineer in Arcadia and Pacifica, California. He has over 49 years of professional experience and has

Proposed Team's Qualifications & Experience

managed street maintenance, reconstruction and improvement programs. He has extensive experience in capital program planning, pavement construction and budgeting for street improvement programs.

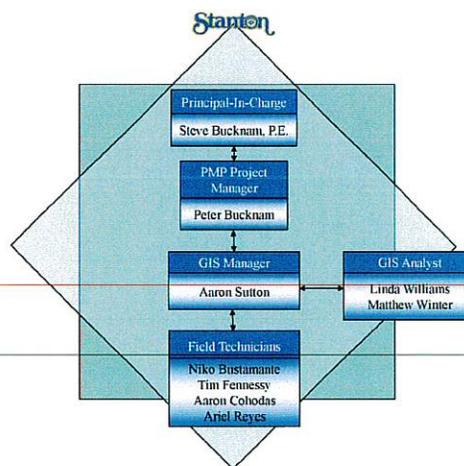
AARON SUTTON, GIS Manager, will oversee all GIS and PMS data sharing/migration prior and during the project. He drives all GIS creation, PMS mapping, editing and deliverables for the project and is our key staffer for the ArcGIS Online web-hosting services that we provide. Mr. Sutton has been involved with over 65 pavement management projects within Orange, LA, San Bernardino, Riverside, and San Diego counties.

AARON COHODAS, Field Technician, will be a supportive field surveyor for this project. His responsibilities will include surveying, quality control, and working with our management staff ensuring the updated PMP database is complete. Mr. Cohodas has been involved with over 70 pavement management projects and brings his wealth of PMP software, GIS and inspection experience to this project. **Aaron is a certified ASTM D6433-20 inspector.**

NIKO BUSTAMANTE, Field Technician, will be a supportive field surveyor for this project. His responsibilities will include surveying, quality control, and working with our management staff ensuring the updated PMP database is complete. Mr. Bustamante has been involved with over 35 pavement management projects and brings his wealth of PMP software, GIS and inspection experience to this project. **Niko is a certified OCTA/ASTM D6433 inspector.**

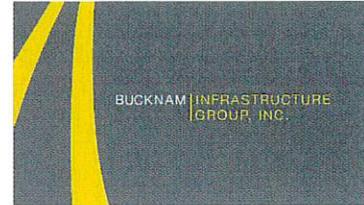
TIM FENNESSY, Field Technician, will be a supportive field surveyor for this project. His responsibilities will include surveying, quality control, and working with our management staff ensuring the updated PMP database is complete. He has been involved with over 60 pavement management projects and brings his wealth of PMP software and inspection experience to this project. **Tim is a certified OCTA/ASTM D6433 inspector.**

Organizational Chart



Team Resumes can be found in the following pages.

Peter J. Bucknam / Project Manager
Director of Infrastructure Management – GIS



EDUCATION

B.A., Geography – Urban Planning, San Diego State University, 1997

PROFESSIONAL DATA

Member, American Public Works Association

Member, Maintenance Superintendents Association

Chair, Transportation Committee, Inland Empire Report Card (ASCE) – 2005/06 &

2008/09 Co-Chair, Member APWA Committee for Street and Technology 2003-2015

Certificate of Professional Development – ASTM D6433-18; MicroPAVER

Certificate of Completion – OCTA MicroPAVER / StreetSaver Distress Training (2011 thru 2023)

NASSCO – Certificate, National Pipeline Assessment Certification Program (PACP)

QUALIFICATIONS / EXPERIENCE OVERVIEW

Peter Bucknam is an expert in infrastructure project management, pavement management-training, planning, resource management, implementation and program management. He has over twenty years' experience in the area of infrastructure asset management and Geographic Information Systems. Mr. Bucknam has managed a wide range of Pavement Management infrastructure project tasks including the collection and input of PMP - ROW conditional survey data, preparation of Public Works capital improvement program projections and reports, infrastructure/software needs assessments, GIS/GPS data collection, data conversion and quality control.

Mr. Bucknam has performed infrastructure management services to over 70+ local agencies and is currently serving as project manager for numerous pavement management programs throughout Southern California. He has personally served as project manager for 750+ PMP projects throughout Riverside, San Diego, San Bernardino, Orange and Los Angeles counties. He has worked with over 20 San Diego/Inland Empire County cities, 34 Los Angeles cities and he is currently working with 21 of the 35 Orange County agencies regarding Measure M2 StreetSaver/MicroPAVER compliance.

His project level and management experience covers: pavement/sidewalk management, Traffic Control Device Inventories (TCDI), GIS implementation, Traffic Signal surveys, Right-of-Way (ROW) surveys, and ADA survey/compliance. In managing over 700+ infrastructure projects in the past twenty-six years, Mr. Bucknam has used a diverse amount of software to assist local agencies implement infrastructure management programs and GIS Enterprises. These programs include MicroPAVER, MTC StreetSaver, Zoom's GPSVision, CartéGraph, ESRI products, Crossroads, Lucity, Energov, Spillman, GBA Master Series, and MapInfo.

Prior to joining *Bucknam Infrastructure Group, Inc.*, Mr. Bucknam served as Director of Infrastructure Management-GIS with an Engineering consulting firm where he managed numerous public works infrastructure/ROW projects ranging from surveying, maintenance life-cycles, cost & benefit analysis, financing and construction cost estimating. This included researching, surveying, converting and implementing multiple phase pavement management projects which provided better management practices, data efficiencies and GIS functionality within local governments and maintenance facilities. In addition, he provided technical (software) support for the on-going citywide PMP projects as well as developing capital improvement plans/budgets for integrating Tablet-GIS data management functionality into future maintenance efforts.

SAMPLE OF PETER BUCKNAM’S PROJECT MANAGEMENT EXPERIENCE (1997-2024)

- 2024 Pavement Management Program, Indian Wells CC, FAMD #1
- 2022-27 Pavement Management Program, City of Indian Wells
- 2024 Pavement Management Program, City of Monrovia
- 2024 Pavement Management Program, City of Whittier
- 2024 Pavement Management Program, City of Vista
- 2024-29 Pavement Management Program, City of Ontario
- 2019-24 Pavement Management Program, City of Ontario
- 2024-29 Sidewalk Management Program, City of Ontario (OMUC)
- 2023 Sidewalk Management Program-Pilot Study, City of Ontario (OMUC)
- 2024 Pavement Management Program, City of Gardena
- 2023-24 Sidewalk-ROW Management Program, City of Lakewood
- 2024 Pavement Management Program, City of Manhattan Beach
- 2023-24 Sidewalk Management Program, City of Fullerton
- 2024 Pavement Management Program, City of La Palma
- 2023-24 GIS Enterprise Support Services, City of Fountain Valley
- 2024 Pavement Management Program, City of Laguna Beach
- 2024 Pavement Management Program, City of Westminster
- 2024 Pavement Management Program, City of Norwalk
- 2024 Pavement Management Program, City of Buena Park
- 2024 Pavement Management Program, City of Duarte
- 2023 Pavement Management Program, City of Santa Ana
- 2023 Pavement Management Program, City of Orange
- 2023 Pavement Management Program, City of RSM
- 2023 Pavement Management Program, City of Laguna Hills

- 2023 Pavement Management Program, City of Del Mar
- 2023 Pavement Management Program, City of Fountain Valley
- 2023 Pavement Management Program, City of Compton
- 2023 Pavement Management Program, City of Lomita
- 2023 Pavement Management Program, City of Coronado
- 2023 Pavement Management Program, Orange County Water District
- 2023 Pavement Management Program, City of Huntington Beach
- 2023 Pavement Management Program, City of Lake Elsinore
- 2023 Pavement Management Program, City of Placentia
- 2023 Sign Management Program, City of Placentia
- 2023 Pavement Management Program, City of Norwalk
- 2023 PMP Program Management, Inland Empire Utilities Agency

- 2021-23 Pavement Preservation Plan, OCTA
- 2023 Pavement Management Program, City of Fullerton

- 2023 Pavement Management Program, City of Vista
- 2023 Sign Inventory Program, City of Big Bear Lake
- 2023 GIS Enterprise Support Services, City of South Pasadena
- 2023 Pavement Management Program, City of South Pasadena
- 2023 GIS Support Services – Storm Drain Pilot, City of Fullerton
- 2022-27 Pavement Management Program, City of Fullerton
- 2023-24 GIS Enterprise Support Services, City of Alhambra

C. Stephen Bucknam, Jr., P.E., Principal-in-Charge

EDUCATION

B.S., Civil Engineering, Loyola University of Los Angeles, 1967
M.S., Environmental Engineering, Loyola University of Los Angeles, 1972



PROFESSIONAL DATA

Registered Professional Engineer, States of California (No.20903) and Washington (No.17310)
California State Community College Teaching Credential
Fellow, American Society of Civil Engineers
Former, City Engineer, Deputy City Manager, City of Norwalk
Member, Board of Directors – Urban Water Institute
Life Member, American Public Works Association
Member, Water Environment Foundation
Member, University of California Irvine, Civil & Environmental Engineering Affiliates
Honorary Member, Chi Epsilon

EXPERIENCE OVERVIEW

Over forty years' experience in the administration, management, planning, design and construction management of public works and development programs and projects including: water and wastewater projects, pavement management programs, transportation, drainage, including: program management, master planning, infrastructure planning and maintenance programming, environmental studies, street, highway, alley, storm drain, water and sewer system design, rate studies, emergency planning, facilities design, groundwater studies, wells, reservoirs, site studies, pump stations, lift stations, intergovernmental negotiations and agreements, hydrology, treatment facilities, building design, grants, regulatory permitting, system appraisals, R/W negotiations, acquisitions and documentation, project management, production control, operations studies, capital improvement programming and budgeting, hydroelectric projects, underground utilities, assessment districts, surveying, mapping, legal testimony to public boards, commissions and councils, and direction of technical advisory committees to joint powers agencies and water districts.

Transportation / Streets – Highways - Traffic

Served as Contract City Engineer for the City of Arcadia responsible for long range advanced planning of the City's transportation engineering program. Directed the preparation of the City's Transportation Master Plan which identified, consistent with the City's General Plan the transportation related needs under these requirements so of AB 1600 nexus constraints.

Acted as Principal in charge over a Pacific Coast Highway (SR-1)/Newport Boulevard (SR-55) interchange, City of Newport Beach. Project involves a study of various alternatives, conventional and unconventional, for improvements to the existing interchange.

Restraints include limited right-of-way, environmental challenges (e.g., Newport channel bridge widening, "Arches" liquor store and restaurant property acquisition, and existing bridge aesthetics), and potential hazardous waste issues. Alternatives were evaluated and selected to include in the PSR. Included project coordination with various agencies and sub consultants, and oversight of concept geometries, cost estimating, and report preparation.

Conceptual study, Project Study Report, and Project Report for I-710/Firestone Boulevard interchange modification and Firestone Boulevard improvements for City of South Gate. Also involved a feasibility study which included preparation of a traffic study, conceptual plans for several types of interchanges, construction cost estimates, and preliminary Caltrans Project Study Report. Prepared ISTE National Highway System funding application for authorization and appropriation. Coordination with Caltrans District 7.

Mr. Bucknam has served as the working Principal / Civil Engineer for all pavement management related projects that Bucknam has performed. This includes projects listed below:

- 2024 Pavement Management Program, Indian Wells CC, FAMD #1
- 2022-27 Pavement Management Program, City of Indian Wells
- 2024 Pavement Management Program, City of Monrovia
- 2024 Pavement Management Program, City of Whittier
- 2024 Pavement Management Program, City of Vista
- 2024-29 Pavement Management Program, City of Ontario
- 2019-24 Pavement Management Program, City of Ontario
- 2024-29 Sidewalk Management Program, City of Ontario (OMUC)
- 2023 Sidewalk Management Program-Pilot Study, City of Ontario (OMUC)
- 2024 Pavement Management Program, City of Gardena
- 2023-24 Sidewalk-ROW Management Program, City of Lakewood
- 2024 Pavement Management Program, City of Manhattan Beach
- 2023-24 Sidewalk Management Program, City of Fullerton
- 2024 Pavement Management Program, City of La Palma
- 2023-24 GIS Enterprise Support Services, City of Fountain Valley
- 2024 Pavement Management Program, City of Laguna Beach
- 2024 Pavement Management Program, City of Westminster
- 2024 Pavement Management Program, City of Norwalk
- 2024 Pavement Management Program, City of Buena Park
- 2024 Pavement Management Program, City of Duarte
- 2023 Pavement Management Program, City of Santa Ana
- 2023 Pavement Management Program, City of Orange
- 2023 Pavement Management Program, City of RSM
- 2023 Pavement Management Program, City of Laguna Hills
- 2023 Pavement Management Program, City of Del Mar
- 2023 Pavement Management Program, City of Fountain Valley
- 2023 Pavement Management Program, City of Compton
- 2023 Pavement Management Program, City of Lomita
- 2023 Pavement Management Program, City of Coronado
- 2023 Pavement Management Program, Orange County Water District
- 2023 Pavement Management Program, City of Huntington Beach
- 2023 Pavement Management Program, City of Lake Elsinore
- 2023 Pavement Management Program, City of Placentia
- 2023 Sign Management Program, City of Placentia
- 2023 Pavement Management Program, City of Norwalk
- 2023 PMP Program Management, Inland Empire Utilities Agency
- 2021-23 Pavement Preservation Plan, OCTA
- 2023 Pavement Management Program, City of Fullerton

Exceptions & Deviations Statement

Bucknam has reviewed the City's RFP/Appendix D and affirmatively states no technical or contractual exceptions are noted.



Proposal Acknowledgement Form

Per the City's RFP, Bucknam has provided the following signed forms:

- Appendix A – Proposal Acknowledgement Form

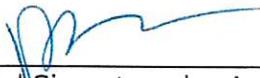


APPENDIX A

PROPOSAL ACKNOWLEDGEMENT FORM

The Proposer hereby acknowledges receipt of addenda number(s) 1, if any.

By signing below, the Proposer agrees to all terms and conditions in this RFP, except where expressly described in the Proposer's Services Proposal.

 Original Signature by Authorized Officer/Agent	<u>45-2723662</u> Vendor's Tax ID Number (FEIN)
<u>PETER BUCKNAM</u> Type/Print Name of Signatory	<u>BUCKNAM INFRASTRUCTURE GROUP</u> Company Name
<u>PRESIDENT</u> Title	<u>760-210-6529</u> Phone Number
<u>3549 SEABOARD WAY, STE 230 OCEANSIDE, CA 92054</u> Consultant Mailing Address	 Fax Number

Form of Business (mark one of the following):	<u>www.BUCKNAM-INC.com</u> Website Address
<input type="checkbox"/> Sole Proprietor/Individual	<u>PETER@BUCKNAM-INC.com</u> E-mail Address
<input type="checkbox"/> Partnership	
<input checked="" type="checkbox"/> Corporation	
<input type="checkbox"/> Limited Liability Company (LLC)	

If a corporation, the State where it is incorporated: CA

REQUEST FOR PROPOSALS (RFP)

FOR

Update to Pavement Management Plan



City of Stanton

Public Works & Engineering Department

7800 Katella Avenue

Stanton, CA 90680

(714) 379-9222 | StantonCA.gov

Approved for Advertising:

A handwritten signature in blue ink, appearing to read "Cesar Rangel", is written over a horizontal line.

Cesar Rangel, P.E.

Public Works Director/City Engineer

Crangel@StantonCA.gov

KEY RFP DATES (Subject to Change):

Issue Date:	August 29, 2024
Deadline for Questions:	September 9, 2024 at 2:00 p.m.
Proposal Due Date:	September 19, 2024 at 2:00 p.m.
Presentation/Interviews:	TBD (as necessary)



TABLE OF CONTENTS

SECTION I. GENERAL DESCRIPTION AND INTRODUCTION.....	3
SECTION II. PROJECT BACKGROUND.....	3
SECTION III. SCOPE OF SERVICES.....	4
SECTION IV. PROGRESS SUBMITTALS/SUBMISSION REQUIREMENTS.....	5
SECTION V. SELECTION CRITERIA.....	9
SECTION VI. SELECTION PROCESS.....	9
SECTION VII. SUBMISSION DEADLINE.....	10
SECTION VIII. REQUESTS FOR ADDITIONAL INFORMATION.....	11
SECTION IX. TAXES AND LICENSES.....	12
SECTION X. PAYMENT TO CONSULTANT.....	12
SECTION XI. INSURANCE.....	13
SECTION XII. TERMINATION FOR CONVENIENCE OF THE CITY.....	14
SECTION XIII. INDEPENDENT CONTRACTOR.....	14
SECTION XIV. CONTRACT.....	14
SECTION XV. GENERAL CONDITIONS.....	15
APPENDIX A: PROPOSAL ACKNOWLEDGEMENT FORM	
APPENDIX B: OCTA PMP SUBMITTAL TEMPLATE	
APPENDIX C: 2022 PMP FINAL REPORT	
APPENDIX D: SAMPLE PROFESSIONAL SERVICES AGREEMENT	



I. GENERAL DESCRIPTION AND INTRODUCTION

The City of Stanton ("City") is requesting proposals from qualified design professional firms to provide the update to the City's Pavement Management Plan (PMP) in support to the Public Works Department, Engineering Division.

Proposals must conform to the requirements of this Request for Proposal (RFP) and **proposals must be submitted in a sealed envelope to the Department of Public Works and Engineering no later than 2:00 pm on September 19, 2024.** The consultant contract is anticipated to be awarded at the October 2024 City Council meeting, with work to begin October 2024. The City reserves the right to waive any irregularity in any proposal, or to reject any proposal that does not comply with this RFP. The City alone, using the criteria determined by the City, will select the qualified candidate.

The successful Consultant will be required to enter into an agreement with the City, which will include the requirements of this RFP, as well as other requirements to be specified at a later date. By submitting a proposal, the Consultant agrees to all of the terms of this RFP.

Please direct any questions by the deadline for questions listed on the cover page of this RFP to Han Sol Yoo, Associate Engineer for the Public Works and Engineering Department, at (714) 890-4204, or via email at hyoo@stantonca.gov.

II. PROJECT BACKGROUND

The City of Stanton is currently maintaining 46.14 centerline miles of paved surfaces, composed of 32.01 centerline miles of local streets, 14.13 centerline miles of collector and arterial streets. There is a total of over 10,000,000 square feet of pavement.

The City is currently under tremendous redevelopment and the quality of the City's pavement surfaces is undergoing major changes. The last Pavement Management Program was created in May 2022.

The City desires to update its Pavement Management Program. The program shall include:

- Pavement Condition Summaries
- Replacement value & quantity of pavement

- Recommended preservation program and costs
 - Methodology
 - PCI Report
 - Funding levels.
- A Seven Year Plan for road maintenance and rehabilitation (including projects and funding)
- The projected pavement condition resulting from the maintenance and rehabilitation plan
- Alternative Strategies and costs necessary to improve road pavement conditions
- Pavement Management Plan Software Training
- Any additional requirements necessary for the City to maintain Measure M2 eligibility as described in the Orange County Transportation Authority Ordinance and the Countywide Pavement Management Program Guidelines Manual.

Firms with experience and current contracts with public agencies specifically in Orange County are highly desirable. Additionally, the Department is seeking a firm that will make the best use of the City's existing in-house resources.

III. SCOPE OF SERVICES

The Consultant shall be responsible for providing professional services related to updating the Cities pavement management plan. Services shall include the following as a minimum:

- Check inventory of pavement areas.
- Field inspections of all City streets.
- Update of pavement management report.
- Provide an electronic copy of the updated database and all related reports and tables.
- Generation of Maintenance and Repair Plan Recommendations.
- Analysis of 2 Budget Scenarios.

- MicroPAVER/StreetSaver®: Update Pavement Management Database and provide the City with GIS files.
- Any additional requirements necessary to maintain OCTA Measure M2 eligibility.
- All work shall be completed by beginning of **February 2025**.
- Final Report shall be submitted by beginning of **March 2025**. Consultant will be responsible to revise the report and associated documents and files to address comments from the City and OCTA.

Progress submittals and/or meetings will be required prior to execution of the contract documents. Milestone submittals are:

- A. Preliminary Report (due beginning of January 2025)
- B. Final Pavement Management Report (due beginning March 2025)

IV. PROGRESS SUBMITTALS/SUBMISSION REQUIREMENTS

Proposals and all other information and documents submitted in response to this RFP are subject to the California Public Records Act, which generally mandates the disclosure of documents in the possession of the City upon the request of any person, unless the content of the document falls within a specific exemption category.

Three (3) copies of the Services Proposal and one (1) copy of the Fee Proposal must be submitted containing the following elements:

- Proposers must submit three (3) bound copies and an electronic copy on a flash drive of their proposal to the City for review.
- 8-1/2" x 11" sheet sizes should be used for the text, with 11" x 17" sheet sizes for any fold-out drawings.
- Electronic documents shall be submitted in PDF format.
- The proposal shall be limited to twenty-five (25) pages. Resumes for proposed personnel will not be counted towards the page limit.
- Proposals should be as concise as possible and specific to this project.



LETTER OF TRANSMITTAL

A Letter of Transmittal shall be addressed to Cesar Rangel, P.E., Director of Public Works/City Engineer, and, at a minimum, must contain the following information:

- Identification of the proposing Consultant who will have contractual responsibility with the City. Identification shall include the legal name of the company, corporate address, telephone number, and email address of the contact person identified during the period of proposal evaluation.
- A statement representing that the Consultant has thoroughly examined and become familiar with the work required in this RFP and is capable of performing quality work to achieve the objectives of the City.
- Acknowledgement of receipt of all addenda, if any.
- A statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal.
- Signature of the official authorized to bind Consultant to the terms of the proposal.
- Signed statement attesting that all information submitted with the proposal is true and correct.

WRITTEN PROPOSAL

The Proposal shall consist of the following sections:

1. Project Understanding and Technical Competence

Provide a detailed description of the firm's proposed approach to implementing the Scope of Services described in Section III. The approach shall at a minimum include the following:

- Proposed Scope of Services; and
- Extensive knowledge and background with Pavement Management Systems within Orange County. Consultant shall demonstrate proven expertise with the preparation of Pavement Management Reports using MicroPAVER. Consultant shall also have extensive knowledge of the OCTA Measure M requirements for developing a pavement management plan (PMP).



2. Firm's Experience and Qualifications

This section shall, at a minimum:

- Provide a brief profile of the Consultant's firm, including the types of services offered; year founded; type of organization (i.e., corporation, partnership, or sole proprietorship); number, size, and location of offices; and total number of employees.
- Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger, etc.) that may impede the Consultant's ability to provide these services.
- Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, **provide a list of at least three (3) prior projects and references within the last five (5) years in which the firm provided relevant services similar to this assignment**, and highlight the participation in such work by the key personnel proposed for assignment to the City. Furnish the name, title, address, telephone number, and email address of the person at each client agency/organization who is most knowledgeable about the work performed.
- Identify sub-consultants by company name, address, contact person, telephone number, email address, and project function, if applicable. The list should include a summary of the roles and responsibilities of each sub-consultant.
- Experience in dealing with Pavement Management Systems for other municipalities.
- Confirmation of Pavement Management Plan Qualified Inspector per OCTA.

3. Proposed Team's Qualifications and Experience

This section of the proposal shall establish and identify the key personnel that will be used by the Consultant to provide requested services, as well as identify the project manager.

This section shall:

- Furnish brief résumés (three pages maximum per résumé) for the proposed Project Manager and key personnel (including sub-consultants).



- Describe key personnel's specialized training, experience, and professional competence in the area(s) directly related to this RFP.
- Include a statement that key personnel will be available to the extent proposed for the duration of the required services, acknowledging that no person designated as "key" shall be removed or replaced without the prior written concurrence of the City.

4. Exceptions and Deviations

Consultant shall state any exceptions or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where the Consultant wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these shall be thoroughly explained. If no contractual exceptions are noted, Consultant will be deemed to have no objection to the contract requirements as set forth in **APPENDIX D**, "Sample Professional Services Agreement."

5. Schedule

Consultant shall provide a schedule for the performance of the project, organized by phases and tasks.

6. Proposal Acknowledgement Form

Consultant shall complete and submit **APPENDIX A**, "Proposal Acknowledgement Form." Failure to submit this signed form will result in the disqualification of the Consultant's proposal.

SEPARATE FEE PROPOSAL

Consultant shall provide a separate fee proposal in a separate sealed envelope. Provide hourly rates, titles of personnel, and estimated hours for each task, with subtotals adding up to a maximum not-to-exceed grand total. This maximum grand total shall include direct cost and overhead such as, but not limited to, a reimbursables budget for any reproduction, mileage, mailing, etc. Be sure to state any assumptions on which estimated hours are based (e.g., number of meetings). Additional information can be found under Section X, "Payment to Consultant," below.



V. SELECTION CRITERIA

Submitted proposals will be evaluated based on the following factors, but may not be limited to just these factors:

Criteria	Approximate Weight
Project understanding , including any unique insight into the project, technical competence to successfully completing the project.	20%
Firm’s experience of similar complexity and scale. Efficiency and timeliness in completion of program requirements.	20%
The proposed team’s qualifications and experience identifying specific individuals who will provide the services.	20%
Exceptions and deviations from the City’s standard Professional Services Agreement.	15%
Project schedule , final report submitted beginning of March 2025	20%
Proposed budget and fee schedule.	5%

VI. SELECTION PROCESS

Selection of the Consultant will be made in accordance with the provision of Chapter 10 of the California Government Code, Sections 4526 and 4529.5, stating that the selection of professional services is made based on competence and qualifications without regard to fee. The fee will be opened and evaluated after selection of the Consultant is complete.

The City reserves the right to require in-person interviews with Consultants, if deemed necessary, after the evaluation of the written proposals. In this case, the Consultants of the three (3) highest-scoring written proposals will be invited to interviews prior to final selection of the Consultant.

Each RFP will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP will be cause for rejection of the proposal. The City may reject any proposal if it is conditional, incomplete, or contains irregularities. The City may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the Consultant from compliance with the contract requirements if the Consultant is awarded the contract.



The successful Consultant to whom work is awarded shall, within ten (10) days after being notified, enter into a contract with the City for the work in accordance with the specifications and shall furnish all required documents necessary to enter into said contract. Failure of the successful bidder to execute the contract within the ten (10)-day window shall be just cause for the City to contract with the next responsible Consultant.

VII. SUBMISSION DEADLINE

In order to be considered, the Consultant must submit three (3) copies of the Service Proposal, and one (1) copy of the Fee Proposal in a separate, sealed envelope to the following office:

City of Stanton
Public Works Department
7800 Katella Avenue
Stanton, CA 90680-3162
Attention: Han Sol Yoo

The proposal outer envelope shall be labeled:

PROPOSAL FOR UPDATE TO PAVEMENT MANAGEMENT PLAN

The proposal must be received at the office listed above no later than the date and time listed on the cover.

There is no expressed or implied obligation for the City to reimburse firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 *et seq.*). Any language purporting to render the entire proposal confidential or proprietary will be ineffective and disregarded.

The City reserves the right to retain all proposals submitted, and to use any idea in a proposal, regardless of whether the proposal was selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the selected firm.



All property rights, including publication rights of all reports produced by the selected firm in connection with services performed under this agreement, shall be vested in the City.

VIII. REQUESTS FOR ADDITIONAL INFORMATION

All questions and/or inquiries regarding this RFP shall be directed to:

Han Sol Yoo
Associate Engineer, Department of Public Works
City of Stanton
7800 Katella Avenue
Stanton, CA 90680-3162
(714) 890-4204
Email: HYoo@stantonca.gov

All questions and/or inquiries shall be submitted by **September 9, 2024** at **2:00 p.m.**

Consultants are responsible to verify receipt of any addenda issued. We are aware some of our e-mails go to “junk”. If you do not receive any addenda by September 11, 2024, please verify any addenda was issued by contacting Han Sol Yoo by e-mail or telephone. Confirmation of receipt of all addenda is part of the Proposal Acknowledgement Form (**APPENDIX A**).

IX. TAXES AND LICENSES

All taxes and licenses, including, but not limited to, a Stanton City Business License, required for this work shall be obtained at the sole expense of the Consultant.

X. PAYMENT TO CONSULTANT

This work is to be performed for a “Not-to-Exceed Fixed Fee.”

The Consultant shall provide a “Payment Schedule” indicating the fee for individual tasks, with the “Not-to-Exceed Fixed Fee” being greater than or equal to the sum of the fees for all tasks. Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this RFP.

The City will pay the Consultant for work completed as identified in the Payment Schedule.



\$1,000,000 per accident and Comprehensive Professional Liability with limits no less than \$2,000,000 per occurrence. The City shall be named as the Additional Insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.

- E. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

“Solely as respect to services done by or on behalf of the named insured for the City of Stanton, it is agreed that the City of Stanton, the Successor Agency of the City of Stanton, its officers, employees, and agents are all included as additional insured under this general liability policy, and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Stanton, its officers and employees, and its agents, under any third-party liability policy.”

- F. It is the Consultant’s responsibility to ensure that all sub-consultants comply with the following:

Each sub-consultant that encroaches within the City’s right-of-way and affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City. Examples of such sub-consultant work include soil sample borings, utility potholing, etc.

XII. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the “Agreement for Professional Consultant Services” for the “convenience of the City” at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes, and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XIII. INDEPENDENT CONTRACTOR

The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent contractor. The personnel performing said services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant, not employees of the City. The Consultant shall pay all wages, salaries, and other amounts due its employees in connection with the performance of said work, and shall be responsible for all employee reports and obligations, including, but not limited to, Social Security, income tax withholding, unemployment compensation, and Workers' Compensation.

XIV. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, the City's RFP, the Consultant's Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within thirty (30) days of signing a Consultant Agreement with the City, on an annual basis thereafter while the contract remains in effect, and within thirty (30) days of completion of the contract.

XV. GENERAL CONDITIONS

Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the proposal; (2) submitting the proposal to the City; (3) presenting during the selection interview; (4) negotiating with the City on any matter related to the proposal; and (5) any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant. Services shall not commence until the Agreement for Professional Consultant Services has been executed by the City.

The Consultant is responsible for notifying Underground Service Alert and providing proper traffic control, at no additional expense to the City.

De

The City reserves the right to withdraw this RFP at any time without prior



notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the proposals for its own convenience and to reject any and all proposals responding to this RFP without indicating any reasons for such rejection(s). Any contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

EXHIBIT "B"
SCHEDULE OF SERVICES

Critical Path Method (CPM) Project Schedule

Our Critical Path Method (CPM) project schedule shows each major task identified in our scope of work, as well as quality control milestones and meetings. Our Project Manager will oversee all aspects of the project schedule including annual accountability, adjustment and management as well as support the project schedule and management through weekly updates and internal project meetings.

Task Name	1-Nov	8-Nov	15-Nov	29-Nov	12-Dec	19-Dec	28-Dec	4-Jan	10-Jan	18-Jan	26-Jan	5-Feb	17-Feb	27-Feb
BASE SCOPE OF WORK														
1) Project Implementation														
Task 1.1 - Project Kickoff	X													
Assess PMP data / Establish Survey														
Task 1.2 - Project Status Meetings - Quality Control														
Project Status Meetings					X						X			X
2) Client Satisfaction														
Task 2.1 - Project Deliverables					X						X			X
3) Scope of Work														
Task 3.1 - Update Maintenance and Rehabilitation Activities														
Assessment of MicroPAVER - Work History														
Task 3.2 - Pavement Condition Surveys														
PCI Reporting						30%		60%		100%				
Quality Control Checks														
Develop Recommended Improvement Program														
Task 3.3 - Maintenance & Rehabilitation Assessment														
Update Maintenance & Rehab Activities														
Task 3.4 - Citywide CIP / OCTA Compliance Reports														
City Review of Draft Final Report														
Project Status Meeting					X						X			X
Delivery of Final CIP Report														
Task 3.5 - PMP-GIS / PMP Mapping														
Task 3.6 - Stanton MyRoads® PMP Web Portal														

See key “annual” milestone dates from the project schedule above:

- PMP Project Kickoff – November 1, 2024
- Survey Start and Completion – November, 2024 thru January, 2025
- Delivery of draft PMP – January, 2025
- City comments returned to Consultant – February, 2025
- Delivery of City CIP Final Report – early March, 2025
 - Stanton CIP data/Final Report, reporting and revenue projections will be submitted by mid-March, 2025
- Implementation of PMP software/database – Any time after acceptance of Final PMP
- All pavement and GIS data pertinent to the project deliverables will be submitted with the Final PMP report, March, 2025

EXHIBIT "C"
COMPENSATION

Fee Proposal



Fee Proposal

Task Items 1 through 3 can be accomplished on a **time and materials, not-to-exceed basis** in accordance with the standard hourly rate schedule attached. Our anticipated fee including labor and reimbursable expenses is projected to be \$24,940 for the duration of the contract. We have included our fee schedule below for the City's consideration.

Description	Principal	Project Manager	GIS Manager	Senior Technician	Field Technician(s)	Admin	Total by Task
2025 Base Fee	\$315/hr	\$225/hr	\$165/hr	\$155/hr	\$110/hr	\$100/hr	
Task 1 Project Implementation							
Task 1.1 Project Kickoff		1		1			\$380
Task 1.2 Project Status Meetings - Quality Control		3		3	8		\$2,020
Task 2 Client Satisfaction							
Task 2.1 Project Deliverables	1	1	2	3		1	\$1,435
Task 3 Scope of Work							
Task 3.1 Update Maintenance and Rehabilitation Activities		1		2	6		\$1,195
Task 3.2 Pavement Condition Surveys							
Task 3.2a AI SF Calculation of AC/PCC segments							\$2,640
MPAH, Local, Alley PMP surveys (approx. 46.14 miles)		4		8	56		\$8,300
Task 3.3 Maintenance and Rehabilitation Assessment / Priorities		2		2			\$760
Task 3.4 Citywide CIP / OCTA Compliance Reports	1	18		4		1	\$5,085
Task 3.5 PMP - GIS Link / PMP Mapping		1	2	4			\$1,175
Task 3.6 Stanton MyRoads® PMP Web-Portal							\$800
Reimbursables (mileage, printing, materials)							\$1,150
All deliverables will become property of the City of Stanton							
All Tasks are negotiable							
Total Hours per Staff	2	31	4	27	70	2	
2025 Total Base Fee	\$ 630	\$ 6,975	\$ 660	\$ 4,185	\$ 7,700	\$ 200	\$24,940
Optional Services							
- TBD							
Additional services outside of this contract will be negotiated with the City where we will use the Standard Hourly Rate Schedule shown here.							
*Notes / Assumptions: All Tasks - Bucknam will utilize City's MicroPAVER license for project tasks Task 3.2 - Bucknam will utilize minimum 20% sampling rate during surveys All Tasks - Bucknam and inspectors are qualified through ASTM D64333 / OCTA until FY 2026							

Should the City desire to increase the service level above the hours outlined above for the Task items 1 through 3 or require other services not described herein, a fee adjustment would be negotiated and mutually agreed upon by both parties.

Standard Hourly Rate Schedule

<u>Category</u>	<u>Rate</u>
Principal	\$ 315
Pavement Management Project Manager	225
Senior Project Manager	215
Management Analyst	180
Project Engineer / Planner	170
Sr. Engineer / GIS Manager / Sr. Inspector	165
Assistant Engineer / Sr. Technician / GIS Analyst	155
CADD Operator	120
Field / GIS Technician	110
Administrative Assistant	100
Clerical / Word Processing	100

Reimbursables

Mileage	\$0.77/mile
Subconsultant Services	Cost + 15%
Reproduction	Cost + 15%
Travel & Subsistence	Cost + 15%
Fees & Permits	Cost + 15%
Computer Services (External)	Cost + 15%

Rates Effective 7/1/24



3548 Seagate Way, Suite 230
 Oceanside, CA 92056
 T: (760) 216-6529
www.bucknam-inc.com

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: October 22, 2024

SUBJECT: ADOPT RESOLUTION APPROVING THE ANNUAL MEASURE M2 EXPENDITURE REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2024

REPORT IN BRIEF:

Orange County Local Transportation Authority Ordinance No. 3 (“Ordinance”) requires that the City adopt a resolution approving an Annual Measure M2 Expenditure Report. This report accounts for the City’s share of Measure M2 revenues, developer/traffic impact fees, and the funds that were expended to satisfy the City’s Maintenance of Effort requirements (MOE). The Annual Measure M Expenditure Report for the fiscal year ended June 30, 2024, has been included as Exhibit A to the Resolution (Attachment A).

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; and
2. Adopt Resolution No. 2024-35 approving the Annual Measure M2 Expenditure Report for the Fiscal Year Ended June 30, 2024, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF STANTON FOR THE FISCAL YEAR ENDED JUNE 30, 2024”;
and

3. Direct staff to submit the report with OCTA.

BACKGROUND:

Orange County voters approved the renewed Measure M (referred to as Measure M2) program on November 7, 2006. Measure M2 is a 30-year, multi-billion-dollar program that extended the original Measure M (1991-2011) program with a new slate of projects and activities to be managed by OCTA. With the passage of Measure M2, additional eligibility requirements were required to be established and maintained by the City for the City to receive Measure M2 Fair Share funds, which represent the City's proportionate share of the half-cent transportation sales tax. The Ordinance requires that the City adopt a resolution each year to approve the Annual Measure M2 Expenditure Report. The report is required to be submitted to OCTA by December 31 annually.

ANALYSIS/JUSTIFICATION:

A summary of the City's Measure M2 funding activity for the fiscal year ended June 30, 2024, is presented in Exhibit A, page 1. The City received a total of \$808,241 in M2 revenues (Measure M2 Fair Share funds and interest revenue) during the period from July 1, 2023, through June 30, 2024 (Exhibit A, page 2). The City spent \$962,945 on M2 program expenditures during the period from July 1, 2023, through June 30, 2024 (Exhibit A, page 2) for the following:

<u>Description</u>	<u>Fiscal Year 2023/24 Expenditures</u>
Cerritos Avenue Resurfacing Project (#2024-102)	\$ 849,892
Fiscal Year 2022/23 Citywide Street Rehabilitation (#2023-101)	68,060
Fiscal Year 2022/23 Catch Basins Installation Project (#2023-103)	34,272
Senior Mobility Transportation Program	<u>10,721</u>
 Total Fiscal Year 2023/24 M2 expenditures	 <u><u>\$ 962,945</u></u>

As of June 30, 2024, the City had holding unspent funds of \$998,923 (per Exhibit A, page 1) for the following:

<u>Program</u>	<u>Amount</u>
Local Fair Share	\$ 882,628
Senior Mobility Transportation Program	<u>116,295</u>
 Total Funds on Hand as of June 30, 2024	 <u><u>\$ 998,923</u></u>

Funds must be spent within two fiscal years of receipt unless an extension is approved by the Orange County Transportation Authority's Board of Directors. During Fiscal Year 2023/24, the City requested a two-year extension to spend \$28,876 of Fiscal Year 2021/22 revenues for the Senior Mobility Transportation Program that were required to be spent by June 30, 2024.

FISCAL IMPACT:

Not applicable.

ENVIRONMENTAL IMPACT:

Not applicable.

LEGAL REVIEW:

The City Attorney reviewed the Resolution as to form.

PUBLIC NOTIFICATION:

Through normal agenda posting process.

STRATEGIC PLAN OBJECTIVE:

Obj. No. 4: Ensure fiscal stability and efficiency in government.

Prepared by: Michelle Bannigan, Finance Director
Approved by: Hannah Shin-Heydorn, City Manager

Attachment:

- A. Resolution No. 2024-35

RESOLUTION NO. 2024-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF STANTON FOR THE FISCAL YEAR ENDED JUNE 30, 2024

WHEREAS, local jurisdictions are required to meet eligibility requirements and submit eligibility verification packages to Orange County Transportation Authority (OCTA) in order to remain eligible to receive M2 Funds; and

WHEREAS, local jurisdictions are required to adopt an annual M2 Expenditure Report as part of one of the eligibility requirements; and

WHEREAS, local jurisdictions are required to account for Net Revenues, developer/traffic impact fees, and funds expended by local jurisdiction in the M2 Expenditure Report that satisfy the Maintenance of Effort requirements; and

WHEREAS, the M2 Expenditure Report shall include all Net Revenue fund balances, interest earned, and expenditures identified by type and program or project; and

WHEREAS, the M2 Expenditure Report must be adopted and submitted to the OCTA each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of M2.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF STANTON DOES HEREBY INFORM OCTA THAT:

SECTION 1: The M2 Expenditure Report for the fiscal year ended June 30, 2024 ("Exhibit A"), is in conformance with the template provided in the Measure M2 Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year and balances at the end of fiscal year.

SECTION 2: The M2 Expenditure Report for the fiscal year ended June 30, 2024, is hereby adopted by the City of Stanton.

SECTION 3: The City of Stanton Finance Director is hereby authorized to sign and submit the M2 Expenditure Report to OCTA for the fiscal year ended June 30, 2024.

SECTION 4: The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 22nd day of October 2024.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, 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. 2024-35 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 October 22, 2024, and that the same was adopted, signed, and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

M2 Expenditure Report

Fiscal Year Ended June 30, 2024

Beginning and Ending Balances

Description	Line No.	Amount	Interest
Balances at Beginning of Fiscal Year			
A-M Freeway Projects	1	\$ -	\$ -
O Regional Capacity Program (RCP)	2	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q Local Fair Share	4	\$ 1,043,222	\$ -
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 76,133	\$ -
V Community Based Transit/Circulators	9	\$ -	\$ -
W Safe Transit Stops	10	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	11	\$ -	\$ -
Other*	12	\$ -	\$ -
Balances at Beginning of Fiscal Year	13	\$ 1,119,355	\$ -
Monies Made Available During Fiscal Year	14	\$ 754,861	\$ 53,380
Total Monies Available (Sum Lines 13 & 14)	15	\$ 1,874,216	\$ 53,380
Expenditures During Fiscal Year	16	\$ 911,665	\$ 51,280
Balances at End of Fiscal Year			
A-M Freeway Projects	17	\$ -	\$ -
O Regional Capacity Program (RCP)	18	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	19	\$ -	\$ -
Q Local Fair Share	20	\$ 882,628	\$ -
R High Frequency Metrolink Service	21	\$ -	\$ -
S Transit Extensions to Metrolink	22	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	24	\$ 114,195	\$ 2,100
V Community Based Transit/Circulators	25	\$ -	\$ -
W Safe Transit Stops	26	\$ -	\$ -
X Environmental Cleanup Program (Water Quality) ¹	27	\$ (34,272)	\$ -
Other*	28	\$ -	\$ -

* Please provide a specific description

¹ The City submitted a reimbursement request to OCTA in May 2024. Payment was not received as of June 30, 2024.

M2 Expenditure Report
Fiscal Year Ended June 30, 2024
Sources and Uses

Description		Line No.	Amount	Interest
Revenues:				
A-M	Freeway Projects	1	\$ -	\$ -
O	Regional Capacity Program (RCP)	2	\$ -	\$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q	Local Fair Share	4	\$ 708,167	\$ 49,191
R	High Frequency Metrolink Service	5	\$ -	\$ -
S	Transit Extensions to Metrolink	6	\$ -	\$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 46,694	\$ 4,189
V	Community Based Transit/Circulators	9	\$ -	\$ -
W	Safe Transit Stops	10	\$ -	\$ -
X	Environmental Cleanup Program (Water Quality)	11	\$ -	\$ -
	Other*	12	\$ -	\$ -
TOTAL REVENUES (Sum lines 1 to 12)		13	\$ 754,861	\$ 53,380
Expenditures:				
A-M	Freeway Projects	14	\$ -	\$ -
O	Regional Capacity Program (RCP)	15	\$ -	\$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	16	\$ -	\$ -
Q	Local Fair Share	17	\$ 868,761	\$ 49,191
R	High Frequency Metrolink Service	18	\$ -	\$ -
S	Transit Extensions to Metrolink	19	\$ -	\$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	\$ -	\$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	21	\$ 8,632	\$ 2,089
V	Community Based Transit/Circulators	22	\$ -	\$ -
W	Safe Transit Stops	23	\$ -	\$ -
X	Environmental Cleanup Program (Water Quality)	24	\$ 34,272	\$ -
	Other*	25	\$ -	\$ -
TOTAL EXPENDITURES (Sum lines 14 to 25)		26	\$ 911,665	\$ 51,280
TOTAL BALANCE (Subtract line 26 from 13)		27	\$ (156,804)	\$ 2,100

* Please provide a specific description

M2 Expenditure Report
Fiscal Year Ended June 30, 2024
Streets and Roads Detailed Use of Funds

Type of Expenditure	Line No.	MOE	Developer / Impact Fees ⁺	O	O Interest	P	P Interest	Q ³	Q Interest ³	X ⁴	X Interest	Other M2 ²	Other M2 Interest ²	Other*	TOTAL
Indirect and/or Overhead	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 785	\$ 196	\$ -	\$ 981
Construction & Right-of-Way															
New Street Construction	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Reconstruction	3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 868,761	\$ 49,191	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 917,952
Signals, Safety Devices, & Street Lights	4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pedestrian Ways & Bikepaths	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Drains	6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,272	\$ -	\$ -	\$ -	\$ -	\$ 34,272
Storm Damage	7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction¹	8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 868,761	\$ 49,191	\$ 34,272	\$ -	\$ -	\$ -	\$ -	\$ 952,224
Right of Way Acquisition	9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction & Right-of-Way	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 868,761	\$ 49,191	\$ 34,272	\$ -	\$ -	\$ -	\$ -	\$ 952,224
Maintenance															
Patching	11	\$ 21,073	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,073
Overlay & Sealing	12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Lights & Traffic Signals	13	\$ 15,995	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,995
Storm Damage	14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Street Purpose Maintenance	15	\$ 297,932	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 297,932
Total Maintenance¹	16	\$ 335,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 335,000
Other	17		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,847	\$ 1,893	\$ -	\$ 9,740
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	\$ 335,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 868,761	\$ 49,191	\$ 34,272	\$ -	\$ 8,632	\$ 2,089	\$ -	\$ 1,297,945
Finance Director Confirmation	19	Any California State Constitution Article XIX streets and road eligible expenditure may be "counted" in local jurisdictions' calculation of MOE if the activity is supported (funded) by a local jurisdictions' discretionary funds (e.g. general fund). The California State Controller also provides useful information on Article XIX and the Streets and Highways Code eligible expenditures in its "Guidelines Relating to Gas Tax Expenditures for Cities and Counties". I have reviewed and am aware of these guidelines and their applicability in calculating and reporting on Maintenance of Effort expenditures. Finance Director initial: <u> MB </u>													

¹ Includes direct charges for staff time
² Other M2 includes A-M, R,S,T,U,V, and W (For Fiscal Year 2023/24, Other M2 expenditures are solely for the City's Senior Mobility Transportation Program..
⁺ Transportation related only
^{*} Please provide a specific description
³ Fiscal Year 2022/23 Citywide Street Rehabilitation Project (2023-101) and Cerritos Avenue Resurfacing Project (2024-102)
⁴ Fiscal Year 2022/23 Catch Basin Installation Project (2023-103)

Legend

Project	Description
A-M	Freeway Projects
O	Regional Capacity Program (RCP)
P	Regional Traffic Signal Synchronization Program (RTSSP)
Q	Local Fair Share
R	High Frequency Metrolink Service
S	Transit Extensions to Metrolink
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems
U	Senior Mobility Program or Senior Non-Emergency Medical Program
V	Community Based Transit/Circulators
W	Safe Transit Stops
X	Environmental Cleanup Program (Water Quality)

M2 Expenditure Report
Fiscal Year Ended June 30, 2024

I hereby certify that:

- All the information attached herein and included in schedules 1 through 4 is true and accurate to the best of my knowledge;
- The interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated;
- The City of Stanton is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for M2 Eligibility purposes;
- The City's Expenditure Report is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties;" and
- The City of Stanton has expended in this fiscal year an amount of local discretionary funds for streets and roads purposes at least equal to or exceeding the FY 2023-24 MOE benchmark dollar amount¹¹.

Michelle Bannigan

Director of Finance (Print Name)

10/15/2024

Date



Signature

¹¹ Jurisdictions are encouraged to submit MOE eligible expenditures higher than their MOE benchmark, so that should certain expenses be ruled ineligible during an MOE audit, the local jurisdiction still has sufficient MOE expenditures to demonstrate continued achievement of the MOE benchmark.

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: October 22, 2024

SUBJECT: AMENDED RESPONSE TO THE 2023-2024 ORANGE COUNTY GRAND JURY REPORT DATED JUNE 11, 2024, ENTITLED, "E-BIKES FRIEND OR FOE"

REPORT IN BRIEF:

On June 20, 2024, the Orange County Grand Jury released a report entitled "E-bikes Friend or Foe" (Attachment A). The report focused on E-bike regulation, education, and safety and what, if any, pertinent regulations have been adopted by Orange County cities. California Penal Code Sections 933 and 933.05 require any public agency that the Grand Jury reviews respond to the findings and recommendations of the Grand Jury Report. The City submitted their response letter after receiving Council authorization at its meeting on August 27, 2024. The Grand Jury has requested an amended response, which has been prepared for Council review (Attachment B).

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities or governments that will not result in direct or indirect physical changes in the environment); and
2. Authorize the Mayor to sign the amended response letter to the Orange County Grand Jury related to the findings and recommendations contained in the June 20, 2024, report entitled "E-bikes Friend or Foe".

BACKGROUND:

The ease of use, relatively low price, and convenience of E-bikes have led to their proliferation throughout Orange County. It is estimated that the sales of E-bikes rose by 145% during 2020 to 2021 (World Economic Forum March 12, 2021). To better understand the state of associated regulations related to E-bikes, the Orange County Grand Jury conducted the following activities:

- In-person interviews of representatives from:
 - A major retail bike shop that sells both E-bikes and standard bicycles
 - The Orange County Transportation Authority
 - The Orange County Sheriff's Department
 - The Central Newport Beach Community Association
- In-person attendance and online viewing of several city council meetings
- In-person attendance at a training session hosted by a local city
- Review of proposed State legislation that failed, passed, or is in committee
- Direct observation of E-bike riders, where they are riding, use of protective gear, passengers, dangerous maneuvers, etc.
- An online survey was distributed to the mayors of 34 cities in Orange County. Unincorporated areas/divisions were not included in this survey. Mayors and/or representatives from 22 cities responded to this survey.

The Orange County Grand Jury released the “E-bikes Friend or Foe” report on June 20, 2024. The Orange County Grand Jury determined that there is wide variation of rules on E-bikes and limited information regarding the reporting of E-bike incidents, accidents, injuries, and basic rules of the road for E-bikes.

ANALYSIS AND JUSTIFICATION:

California Penal Code Sections 933 and 933.05 require any public agency that the Grand Jury reviews respond to the findings and recommendations of the Grand Jury report. The City submitted their response letter after receiving Council authorization at its meeting on August 27, 2024. The Grand Jury has requested an amended response, which has been prepared for Council review. The City’s amended responses are in bold, with additional explanation and commentary in regular typeface. References to the “City” refer to the City of Stanton.

F1 The majority of Orange County’s 34 cities do not have ordinances or policies in place, which makes it difficult to address the safe operation and regulation of E-bikes leading to confusion.

The respondent agrees with the finding.

Based on the information presented in the Grand Jury’s report, the City agrees with this finding.

F2 Due to the increasing incidence of E-bike injuries and deaths, there is a need for consistent and accurate tracking by law enforcement and first responders, which does not exist now.

The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

The City disagrees with this finding. The City is served by the Orange County Sheriff's Department and Orange County Fire Authority, both of which have accurate tracking mechanisms in place specific to E-bike related incidents.

R2 Each Orange County city should have a mechanism in place to report accidents, injuries and deaths involving E-bikes by December 1, 2024.

The recommendation has been implemented, with a summary regarding the implemented action.

The City is served by the Orange County Sheriff's Department and Orange County Fire Authority, both of which respond to and track accidents, injuries and deaths involving E-bikes.

The City's amended response to the Grand Jury is due on December 20, 2024.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

This item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities or governments that will not result in direct or indirect physical changes in the environment).

PUBLIC NOTIFICATION:

Public notification provided through the regular agenda process.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Obj. No. 6: Maintain and promote a responsive, high quality and transparent government.

Prepared by: Hannah Shin-Heydorn, City Manager
Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. Grand Jury Report "E-bikes Friend or Foe"
- B. City Response to Report

Attachment: A

Click here to return to the agenda.



E-bikes Friend or Foe



Table of Contents

SUMMARY 1

BACKGROUND 1

REASON FOR THE STUDY 3

METHOD OF STUDY..... 3

INVESTIGATION AND ANALYSIS..... 4

Orange County Transportation Authority 4

Orange County Sheriff’s Department..... 4

Cities Survey 4

COMMENDATIONS..... 12

FINDINGS 12

RECOMMENDATIONS..... 13

RESPONSES..... 13

REQUIRED RESPONSES..... 14

REFERENCES..... 18

GLOSSARY 20

APPENDICES..... 21

APPENDIX 1..... 21

Current County of Orange E-Bike Laws - Unincorporated Areas 21

APPENDIX 2..... 22

California Vehicle Code Section 312.5 as of December 23, 2023 22

APPENDIX 3..... 23

California Assembly Bills..... 23

APPENDIX 4..... 24

County of Orange Ordinance No. 18-002..... 24

SUMMARY

The use of electric bicycles (E-bikes) has increased as our communities look to new and novel ways to commute and to reduce our reliance on automobiles. E-bikes are a cost-effective alternative. However, they bring higher risks of accidents and injuries when compared to conventional bicycles. The public deserves education and safety regulations to mitigate this concern.

The 2023-2024 Orange County Grand Jury (OCGJ) investigation into E-bike regulation, education, and safety focused on what, if any, pertinent regulations have been adopted by Orange County cities. The OCGJ investigation revealed that outside of the California Vehicle Code, the 34 cities, 13 of which are contract cities with the Orange County Sheriff's Department (OCSD), vary significantly in their regulation, safety (accidents, fatalities, etc.), enforcement, and education on E-bikes. The Orange County Transportation Authority (OCTA) oversees E-bike safety, education, and public outreach for all unincorporated areas. OCTA holds quarterly meetings with all 34 cities in the county to discuss transportation issues including E-bike regulation, safety, education, and enforcement.

There is an urgent need to have consistent ordinances for the regulation and enforcement of safe E-bike use in all cities, school districts, parks, and unincorporated areas. Currently, there are significant differences in policy across cities. The recent surge in E-bike usage calls for immediate action to strengthen city oversight of this issue. This report will highlight the differences between cities' approaches and make recommendations to attain realistic and practical policies for their respective jurisdictions.

BACKGROUND

The modern E-bike was introduced in the 1990s as a pedal assist bike with a battery-powered motor. The OCGJ focused on the 3 classes of E-bikes (see table below).

In most cases, it is hard to tell the difference between a Class 1, 2, or 3 E-bike, as there may be no apparent distinction to the naked eye. It is important that Orange County residents understand the different classes of E-bikes, how fast they can go, and any applicable restrictions or regulations that govern their use. This is particularly pertinent as automobile and bus commuters must now share the road with E-bike riders.



The ease of use, relatively low price, and convenience of E-bikes have led to their proliferation throughout Orange County. It is estimated that the sales of E-bikes rose by 145% during 2020-to-2021 (World Economic Forum March 12, 2021).

However, along with the proliferation of E-bikes have come inevitable issues regarding their use, including:

- riding on sidewalks
- riding against traffic
- speeding
- bike vs pedestrian collisions
- bike vs motorized vehicle conflicts
- the ability to make unauthorized modifications to the electric motors which allows the E-bikes to exceed their maximum intended speed

There are also issues regarding E-bike rider injuries in accidents, which can be more serious than injuries of riders in bicycle accidents (US Consumer Product Safety Commission October 17, 2023). According to the OCGJ survey sent to city mayors, many do not track or have awareness of the incidence and prevalence of E-bike injuries and fatalities in their respective cities.

E-bikes Friend or Foe

The OCGJ sent a survey to all Orange County cities to learn each city's policies, availability of safety education, and enforcement of E-bikes. The responses from the cities that answered indicate a wide variety of differences - with some cities having robust training, enforcement measures, and methods of socializing E-bike use in their communities.

The OCGJ recognizes that there cannot be a "one size fits all" approach to the regulation of E-bikes, as all cities in Orange County are unique and have different needs. For example, a large beachside city will have its own unique policies as compared to smaller inland cities. The rapidly expanding use of E-bikes compels cities to ensure a safe environment for riders of E-bikes and all citizens of Orange County.

REASON FOR THE STUDY

As E-bike sales have increased by almost 145% worldwide (World Economic Forum Mar. 12, 2021) over the past 2 years, the regulation of their use does not seem to have kept up. Accidents and incidents with E-bikes are on the rise, as are complaints from citizens of Orange County about E-bike riders (Voice of OC Sept. 2023). Accordingly, the OCGJ determined that an investigation into E-bikes was needed to bring public awareness to the safe use of E-bikes and the importance of having city-relevant "rules of the road" in place.

This report seeks to press Orange County cities to actively seek common-sense rules for E-bikes to ensure their safe operation among conventional bicycles, pedestrians, and vehicles.

METHOD OF STUDY

Information from this investigation was collected and verified through multiple sources and statements made during interviews and includes extensive research of current online and print articles regarding E-bikes in Orange County. The OCGJ conducted the following activities:

- In-person interviews of representatives from:
 - A major retail bike shop that sells both E-bikes and standard bicycles
 - The Orange County Transportation Authority
 - The Orange County Sheriff's Department
 - The Central Newport Beach Community Association
- In-person attendance and online viewing of several city council meetings
- In-person attendance at a training session hosted by a local city
- Review of proposed State legislation that failed, passed, or is in committee

E-bikes Friend or Foe

- Direct observance of E-bike riders, where they are riding, use of protective gear, passengers, dangerous maneuvers, etc.
- An online survey was distributed to the mayors of 34 cities in Orange County. Unincorporated areas/divisions were not included in this survey. Mayors and/or representatives from 22 cities responded to this survey

INVESTIGATION AND ANALYSIS

Through interviews and surveys, the OCGJ determined that there is wide variation of rules on E-bikes and limited information regarding the reporting of E-bike incidents, accidents, injuries, and basic rules of the road for E-bikes.

Several news outlets (newspapers, magazines, television, online forums) have published stories about E-bikes. While many acknowledge the benefits of E-bikes, they also detail significant issues for cities to address.

Speeding, unsafe, or reckless operation, riders under 18 years of age not wearing helmets and toddlers riding on the back or front without proper child safety seats present common E-bike regulation and enforcement challenges for law enforcement.

Orange County Transportation Authority

OCTA has published on their website a comprehensive list of regulations listed by city regarding bicycles and E-bikes. As with the OCGJ survey, there are several different rules for E-bike riders dependent on what city they are riding in due to the differences in cities such as availability of bike lanes and the speed at which E-bikes are permitted to travel.

Orange County Sheriff's Department

OCSD enforces the California Vehicle Code (CVC) Section 312.5 regarding electric bicycles. In addition, the Sheriff's Department works closely with OCTA to provide E-bike outreach and education to the residents of Orange County. The OCSD Training Bulletin 23-01, issued January 4, 2023, provides the current E-bike enforcement criteria for Sheriff's Deputies.

Cities Survey

OCGJ sent a list of survey questions to all city mayors in Orange County regarding policies in their cities with respect to E-bikes. Of the 34 surveys sent, 22 were completed and returned to the Grand Jury. A sampling of the survey results follows:

E-bikes Friend or Foe

- **Do you track injuries/deaths from E-bike accidents, injuries, fatalities?**

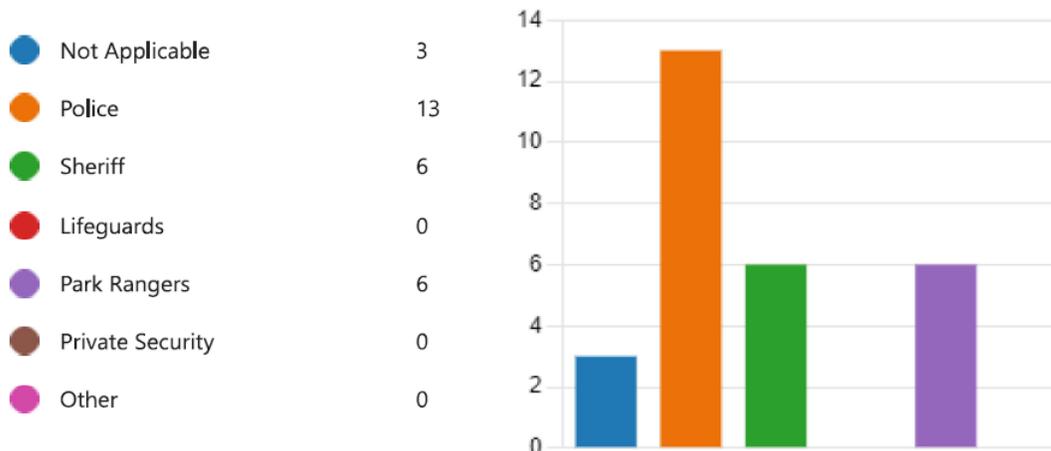


Tracking of E-bike injuries, deaths, property damage and battery fires, 11 of the 22 cities answered that they tracked these items on E-bikes.

The entity responsible for tracking these items varied within each city among law enforcement organizations, city government offices, and local hospitals. There is no standard way to compile and publish accident/incident information on E-bikes.

To properly track trends in E-bike operation, a robust incident and accident tracking mechanism must be in place. Items that need to be tracked include but are not limited to class of E-bike involved, estimated speed of the E-bike, direction of travel, age of the rider, whether helmets were used, and any injuries sustained. In the process of accident reporting, most police agencies do not distinguish whether the bicycle involved was a conventional bike or an E-bike.

- **In your city, who, if anyone, is authorized to enforce infractions? Please select all that apply:**



E-bikes Friend or Foe

Of the 22 cities that completed the survey, 100% indicated that some form of law enforcement was the agency authorized to enforce/cite infractions for E-bike riders. Police Departments, OCSD, or Park Rangers were the organizations authorized for E-bike enforcement.

- **In your city, are E-bikes allowed:**



	YES	NO	UNKNOWN
SIDEWALKS	10	8	4
BIKE LANES	21	0	1
PARK TRAILS	13	5	4
SCHOOL CAMPUSES	8	2	12
VEHICLE LANES	16	0	6
HIGHWAYS	9	5	8

10 cities indicated that E-bikes were authorized on sidewalks, 4 cities answered unknown, and the remaining cities answered that E-bikes were prohibited from sidewalks.

21 cities indicated that E-bikes were authorized in bike lanes with one city responding as unknown.

13 cities indicated that E-bikes are allowed on park trails, 5 cities indicated that E-bikes were prohibited from using park trails, and 4 cities indicated that park trail policy for E-bikes was unknown.

16 cities indicated that E-bikes were authorized in vehicle lanes and 6 cities answered unknown.

5 cities answered no, 8 cities answered unknown, and 9 cities indicated that E-bikes were allowed on highways.

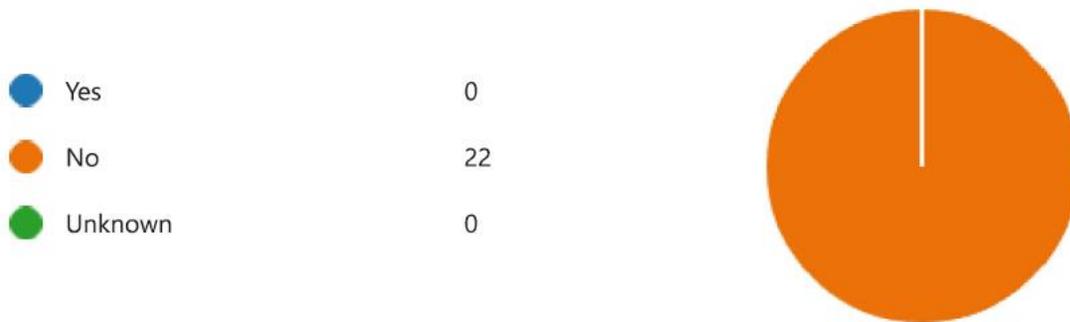
Riding on sidewalks was found to be a contentious issue. One city cited California Assembly Bill 825 (which would have barred local agencies from prohibiting bike use on sidewalks but has since been vetoed) as a reason not to prohibit E-bikes on sidewalks.

When there is no defined bike lane, E-bike riders will ride on sidewalks as a matter of safety. E-bikes, depending on the class, can go up to 28 miles per hour, which is typically faster than a conventional bicycle and much faster than a walking pedestrian.

E-bikes Friend or Foe

Although most current laws give the bicyclist and pedestrians the right of way, the reaction time for an E-bike rider going over 10 miles per hour on the sidewalk generally does not give the rider adequate opportunity to avoid pedestrians walking on the sidewalk or cars coming out of driveways.

- **Does your city have posted speed limits for E-bikes?**



100% of the cities that answered the OCGJ survey indicated that they do not post speed limits for E-bikes. No reasons were cited as to why they are not posted for E-bikes even though their top speed can be as high as 28 miles per hour or faster if the rider disables speed restrictive devices thus allowing the E-bike to almost double its speed.

There are obvious issues involving where to place speed limit signs for E-bikes. They are allowed to travel in bike lanes, on sidewalks, and in some jurisdictions even allowed to ride in opposition to traffic.

- **In your city, are E-bikes expected to travel in the same direction or opposite direction from street traffic?**



E-bikes Friend or Foe

Some cities have authorized E-bikes to ride against the flow of traffic. As stated in the OCTA website (in a section entitled “Wrong Way Riding”), riding against traffic is inherently dangerous due to:

- Oncoming cars approach at a much higher speed
- Drivers cannot see E-bike riders when turning left
- E-bike rider is unable to make right turns
- Traffic signals cannot be seen

- **Is safety training offered by the city for E-bike riders?**



Safety education and/or training for E-bike riders is available only sporadically and is, in most cases, optional. As noted in the survey, only 8 cities indicated that safety training was offered. The Orange County Register published a story (OC Register Jan 3, 2024) about a San Juan Capistrano resident who has taken on educating new E-bike riders as a result of her son being injured on an E-bike. An OCGJ visit to a local retailer of E-bikes found there was no formal training for E-bike purchasers or riders, and the only information to purchasers of E-bikes was a pamphlet. The Huntington Beach Police Department has a safety class every other month which focuses on E-bike safety. OCTA holds safety “bike rodeos” for E-bike riders. These are a few examples of the education available for E-bike riders, but none is mandatory prior to purchasing or riding an E-bike. Therefore, grass-roots efforts are another important step in promoting education and safety.

The OCGJ interviewed a member of the Central Newport Beach Community Association as to their concerns about education, safety, and enforcement regarding E-bikes. The Association has been active in monitoring E-bike use, specifically on the Balboa peninsula. Its focus has been on a perceived lack of enforcement of existing ordinances and the CVC on streets and the beach boardwalk. Along with education and safety training, the Association prefers active enforcement using radar guns, tickets, and increased law enforcement presence.

- **Do the schools/school districts in your city offer safety information and/or certification for student E-bike users on campus?**



There are 28 school districts spread across the 34 cities of Orange County. Cities were asked whether schools in their jurisdictions offer safety information to student E-bike riders. Of the 22 cities that responded to the survey, 7 answered yes and 2 answered no. The concerning number that leaps to the eye is that 13 survey respondents stated that they were unaware of their school district’s participation in E-bike regulation. At the time of this report, the 5 districts (per district website) that currently require safety training and registration are:

- Capistrano Unified
- Los Alamitos Unified
- Huntington Beach Union
- Irvine Unified
- Ocean View

- **Are there any other persons/groups that might be able to provide meaningful or relevant information regarding E-bikes to the Grand Jury?**

At least 6 cities referred this question to the OCSD. 6 others referred this question to their own police department. Interestingly, at least 6 suggested that their jurisdictional park rangers (if these are in place in their city) would be able to answer the question.

- **Is there outreach by the city being conducted to inform your community of any regulations and safety training?**

● Yes	10
● No	10
● Unknown	2



Of the 34 cities in Orange County, 22 responded to this question: 10 cities said “yes,” 10 cities said “no,” and 2 cities indicated “unknown.”

An example of outreach is the City of Irvine’s Police Department. The outreach has several elements which includes High Visibility Enforcement (HVE) operations to issue administrative citations to juveniles violating vehicle codes on E-bikes. It also hosts E-bike safety courses, E-bike rodeos, and community presentations on E-bike safety. There are also plans for Public Safety in collaboration with the Irvine Unified School District to implement a parking permit program which will require students riding E-bikes to school to attend workshops on E-bike safety before being issued a parking permit to park their E-bike on campus.

- **Does your city regulate the use of E-bikes?**

● Yes	4
● No	15
● Unknown	3



E-bikes Friend or Foe

There were 15 cities who responded that they do not regulate E-bikes or their usage. The OCGJ felt that this statistic, on its own, warranted further investigation and, possibly, further action by such cities.



GENERAL COMMENTS FROM SURVEY RESPONDENTS

"I personally promote safe e-bike texts on local Facebook groups... about 16,000 members. I promote e-bike safety every council meeting."

"State and local legislation is lagging far behind e-bike technology and there is a lot of confusion amongst e-bike users and police regarding what is lawful and what is unlawful when it comes to e-bikes."

"Thank you for looking into this. I am a relatively new mayor and although I consider e-Bikes an issue, we have so many other issues that are taking priority. I would like to see e-Bikes banned from all trails that were previously used for bicycles and pedestrians only. They function more like scooters than bicycles."

"E-bikes and bike safety, in general, are very big topics in the community right now and our Police Department is currently doing A LOT to address these items. Besides conducting weekly High Visibility Enforcement (HVE) operations, IPD's traffic staff oftentimes issue administrative citations to juveniles who commit vehicle code violations on their bicycles, including E-bikes and E-scooters. In fact, approximately 50% of our administrative citations are issued to E-bike and E-scooter operators. Rather than paying a fine similar to conventional traffic citations, our administrative citations require the juvenile to attend a 2-hour long bike safety course with a parent or guardian on the weekend at City Hall."

E-bikes Friend or Foe

“Our city will soon be meeting with reps from OCSD in reference to providing additional educational tools for e-bike riders. I have made contact with our local elected officials in reference to securing funds for e-bike enforcement and education.”

“The issue with E-bike safety is an active project in our traffic safety unit. Currently we are looking at any municipal codes which will assist with safety for e-bike riders and motorists.”

COMMENDATIONS

The following agencies contributed to the OCGJ’s investigation into the use of E-bikes in Orange County:

- Orange County Transportation Authority has taken a leadership role in outreach and education to all 34 Orange County cities
- Orange County Sheriff’s Department has been very proactive in keeping up with the everchanging rules of the road for E-bikes
- Central Newport Beach Community Association provided important data and various studies on E-bike usage in Newport Beach

FINDINGS

In accordance with California Penal Code Sections 933 and 933.05, the 2023-2024 Grand Jury requires (or, as noted requests) responses from each agency affected by the findings presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court. Based on its investigation titled “E-bikes- Friend or Foe,” the 2023-2024 Orange County Grand Jury has arrived at three principal findings, as follows:

- F1. The majority of Orange County’s 34 cities do not have ordinances or policies in place, which makes it difficult to address the safe operation and regulation of E-bikes leading to confusion.
- F2. Due to the increasing incidence of E-bike injuries and deaths, there is a need for consistent and accurate tracking by law enforcement and first responders, which does not exist now.
- F3. Training and education on E-bike use and safety varies from city to city causing confusion amongst bike riders.

RECOMMENDATIONS

In accordance with California Penal Code Sections 933 and 933.05, the 2023-2024 Grand Jury requires responses from each agency affected by the recommendations presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation described herein, the 2023-2024 Orange County Grand Jury makes the following recommendations:

- R1. Each Orange County city should have specific policies that define the rules of the road for use of E-bikes in their communities by December 1, 2024.
- R2. Each Orange County city should have a mechanism in place to report accidents, injuries and deaths involving E-bikes by December 1, 2024.
- R3. Each Orange County city should research and develop outreach and education programs regarding the safe operation of E-bikes for their residents by December 1, 2024.

RESPONSES

California Penal Code Section 933 requires the governing body of any public agency which the Grand Jury has reviewed, and about which it has issued a final report, to comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to matters under the control of the governing body. Such comment shall be made no later than 90 days after the Grand Jury publishes its report (filed with the Clerk of the Court). Additionally, in the case of a report containing findings and recommendations pertaining to a department or agency headed by an elected County official shall comment on the findings and recommendations pertaining to the matters under that elected official's control within 60 days to the Presiding Judge with an information copy sent to the Board of Supervisors.

Furthermore, California Penal Code Section 933.05 specifies the manner in which such comment(s) are to be made as follows:

- (a) As to each Grand Jury finding, the responding person or entity shall indicate one of the following:
 - (1) The respondent agrees with the finding.
 - (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.

E-bikes Friend or Foe

- (b) As to each Grand Jury recommendation, the responding person or entity shall report one of the following actions:
- (1) The recommendation has been implemented, with a summary regarding the implemented action.
 - (2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.
 - (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the Grand Jury report.
 - (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation, therefore.
- (c) If a finding or recommendation of the Grand Jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the Board of Supervisors shall respond if requested by the Grand Jury, but the response of the Board of Supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

REQUIRED RESPONSES

Comments to the Presiding Judge of the Superior Court in compliance with Penal Code Section 933.05 are required from:

Findings – 90 Day Response Required

City Councils of:

Aliso Viejo	F1, F2, F3
Anaheim	F1, F2, F3
Brea	F1, F2, F3

E-bikes Friend or Foe

Buena Park	F1, F2, F3
Costa Mesa	F1, F2, F3
Cypress	F1, F2, F3
Dana Point	F1, F2, F3
Fountain Valley	F1, F2, F3
Fullerton	F1, F2, F3
Garden Grove	F1, F2, F3
Huntington Beach	F1, F2, F3
Irvine	F1, F2, F3
La Habra	F1, F2, F3
La Palma	F1, F2, F3
Laguna Beach	F1, F2, F3
Laguna Hills	F1, F2, F3
Laguna Niguel	F1, F2, F3
Laguna Woods	F1, F2, F3
Lake Forest	F1, F2, F3
Los Alamitos	F1, F2, F3
Mission Viejo	F1, F2, F3
Newport Beach	F1, F2, F3
Orange	F1, F2, F3
Placentia	F1, F2, F3
Rancho Santa Margarita	F1, F2, F3
San Clemente	F1, F2, F3

E-bikes Friend or Foe

San Juan Capistrano	F1, F2, F3
Santa Ana	F1, F2, F3
Seal Beach	F1, F2, F3
Stanton	F1, F2, F3
Tustin	F1, F2, F3
Villa Park	F1, F2, F3
Westminster	F1, F2, F3
Yorba Linda	F1, F2, F3

Recommendations – 90 Day Response Required

City Councils of:

Aliso Viejo	R1, R2, R3
Anaheim	R1, R2, R3
Brea	R1, R2, R3
Buena Park	R1, R2, R3
Costa Mesa	R1, R2, R3
Cypress	R1, R2, R3
Dana Point	R1, R2, R3
Fountain Valley	R1, R2, R3
Fullerton	R1, R2, R3
Garden Grove	R1, R2, R3
Huntington Beach	R1, R2, R3
Irvine	R1, R2, R3
La Habra	R1, R2, R3

E-bikes Friend or Foe

La Palma	R1, R2, R3
Laguna Beach	R1, R2, R3
Laguna Hills	R1, R2, R3
Laguna Niguel	R1, R2, R3
Laguna Woods	R1, R2, R3
Lake Forest	R1, R2, R3
Los Alamitos	R1, R2, R3
Mission Viejo	R1, R2, R3
Newport Beach	R1, R2, R3
Orange	R1, R2, R3
Placentia	R1, R2, R3
Rancho Santa Margarita	R1, R2, R3
San Clemente	R1, R2, R3
San Juan Capistrano	R1, R2, R3
Santa Ana	R1, R2, R3
Seal Beach	R1, R2, R3
Stanton	R1, R2, R3
Tustin	R1, R2, R3
Villa Park	R1, R2, R3
Westminster	R1, R2, R3
Yorba Linda	R1, R2, R3

REFERENCES

2 On Your Side: "Orange County Sees Spike in E-bike Accidents" KCAL NEWS, Nov 3, 2021

<https://www.bing.com/videos/search?q=ebike+injurys+in+orange+county+CA&docid=603525694912734209&mid=D1537F514A8F881DE2A9D1537F514A8F881DE2A9&view=detail&FORM=VIRE>

Biesiada, Noah , "Orange County Cities Struggle to Handle Electronic Bike Regulations" Voice of OC , Dec 20, 2022 <https://voiceofoc.org/2022/12/orange-county-cities-struggle-to-handle-electric-bike-regulations/>

Biesiada, Noah, "Orange County Cities Crack Down on E-bikes with Stricter Regulations" Voice of OC, Sep 28, 2023 [https://Orange County Cities Crack Down on E-Bikes With Stricter Regulations \(voiceofoc.org\)](https://Orange County Cities Crack Down on E-Bikes With Stricter Regulations (voiceofoc.org))

Connelly, Laylan, "E-bike Lady educates new riders before hitting streets on electric bikes" Orange County Register, Jan 3, 2024, [https://E-bike lady' educates new riders before hitting streets on electric bikes – Orange County Register \(ocregister.com\)](https://E-bike lady' educates new riders before hitting streets on electric bikes – Orange County Register (ocregister.com))

DMV Motorcycle Handbook, Two Wheel Vehicle Operation, Electric Bicycles <https://www.dmv.ca.gov/portal/handbook/motorcycle-handbook/two-wheel-vehicle-operation/>

"E-Scooter and E-bike-Injuries Soar-2022 Injuries Increased nearly 21%" Consumer Product Safety Commission, Oct 17, 2023 [E-Scooter and E-Bike Injuries Soar: 2022 Injuries Increased Nearly 21% | CPSC.gov](https://www.cpsc.gov/E-Scooter-and-E-Bike-Injuries-Soar-2022-Injuries-Increased-Nearly-21%|CPSC.gov)

Fleming, Shawn "Electric Bike Sales grew by 145% in the US Last Year" World Economic Forum, Mar 12, 2021 [Sales of electric bicycles are up all over the world | World Economic Forum \(weforum.org\)](https://www.weforum.org/articles/2021/03/electric-bike-sales-are-up-all-over-the-world/)

Fry, Hannah, "On Orange County Beaches, proliferation of e-bikes brings battle to the boardwalk" Los Angeles Times, Jan 16, 2023 <https://www.latimes.com/california/story/2023-01-16/mayhem-on-the-boardwalk-orange-county-cities-tackle-e-bikes-with-varying-results>

Irvine Watchdog, "Irvine Transportation Commission to propose E-bike safety ordinance" May 14,2023 <https://irvinewatchdog.org/city-hall/transportation-commission/irvine-transportation-commission-to-propose-e-bike-safety-ordinance/>

Kelly, Charles M., "Council approves introduction of e-bike ordinance City of Seal Beach" Sun News, May 10, 2023, <https://www.sunnews.org/council-approves-introduction-of-e-bike-ordinance/>

E-bikes Friend or Foe

OC Bike, E-Bikes

<https://octa.net/getting-around/active/oc-bike/e-bikes/>

Orange County Public Works, E-Bike Safety in the County of Orange

<https://ocip.ocpublicworks.com/e-bike>

Orange County Sheriff's Department, E-bike Safety The focus for National Bike Safety Month <https://www.ocsheriff.gov/news/e-bike-safety-focus-national-bike-safety-month>

Orange County Sheriff's Office Training Bulletin, Jan 4, 2023

https://www.ocsheriff.gov/sites/ocsd/files/2023-01/Bulletin%2023-01%20Enforcement%20and%20Handling%20of%20Electric%20Bicycles%2C%20Motorcycles%20and%20Motorized%20Scooters_Redacted.pdf

Pimental, Joseph, "In Los Alamitos students will need a permit to ride e-bikes to and from school", Spectrum News Jan 23,2023 <https://spectrumnews1.com/ca/la-west/public-safety/2023/01/20/in-los-alamitos—students-will-need-a-permit-to-ride-e-bikes-to—from-school>

GLOSSARY

CNBCA	Central Newport Beach Community Association
CVC	California Vehicle Code
E-bike	Electric bicycle
HVE	High Visibility Enforcement
OCGJ	Orange County Grand Jury
OCSD	Orange County Sheriff's Department
OCTA	Orange County Transportation Authority

APPENDICES

APPENDIX 1

Current County of Orange E-Bike Laws - Unincorporated Areas ¹

- All E-bikes are required to have a label that describes classification, top assisted speed, and motor wattage.
- Helmets are recommended for all E-bike users. If you are under 18, it's required!
- It is illegal to carry passengers on your E-bike unless your bike has an extra permanent seat or when using a child safety seat.
- E-bikes shall not be operated in excess of their designed speed or the speed limit, whichever is lower, on the road, and in no event in excess of 10 miles per hour on paved trails.
- E-bike shall not be operated in excess of 5 miles per hour on sidewalk.
- Riding on the road against the flow of traffic is prohibited.

¹ Orange County Public Works. 2024. "E-bike Safety in the County of Orange." Accessed May 22, 2024. <https://www.ocgov.com> .

APPENDIX 2

California Vehicle Code Section 312.5 as of December 23, 2023

An electric bicycle is a bicycle equipped with fully operable pedals and an electric motor of less than 750 watts. Three classes of electric bicycles have been established:

- Class 1: A low speed pedal-assisted electric bicycle equipped with a motor which provides assistance only when the rider is pedaling and ceases to provide assistance when a speed of 20 mph is reached.
- Class 2: A low speed throttle-assisted electric bicycle equipped with a motor used exclusively to propel the bicycle and NOT capable of providing assistance when a speed of 20 mph is reached.
- Class 3: A low speed pedal-assisted electric bicycle equipped with a speedometer, and a motor which provides assistance only when the rider is pedaling and ceases to provide assistance when a speed of 28 mph is reached.

The operator of a Class 3 electric bicycle:

- **Must** be 16 years old or older.
- **Must** wear a bicycle safety helmet.
- **Must not** transport passengers.
- **May** ride an electric bicycle in a bicycle lane **if** authorized by local authority or ordinance.

All electric bicycle classes are exempt from the motor vehicle financial responsibility, driver's license, and license plate requirements (CVC § 24016).

APPENDIX 3

California Assembly Bills

Listed below are some of the bills introduced into the State legislature, as published by LegiScan, that have a variety of proposed regulations regarding E-bikes. This is by no means a comprehensive list, and in the interest of brevity we do not include the text of each bill.

AB 458 10/08/2023 Chaptered-Regulation of insurance requirements for businesses renting micro mobility vehicles, a category which includes E-bikes.

AB 1773 04/01/2024 In committee-Where E-bikes are permitted to operate.

AB 1774 04/09/2024. This bill would prohibit a person from selling a product or device that can modify the speed capability of an electric bicycle such that it no longer meets the definition of an electric bicycle.

AB 2234 04/01/2024 In committee: The bill will require anyone over the age of 12 without a valid driver's license to take an online e-bike safety training course and pass a written test to prove they understand traffic safety rules. Those without a valid driver's license must have a state-issued ID to operate an E-bike.

SB 295 06/16/2023 In committee. Allows Public Agency authority to regulate E-bikes, et. al. on public property.

SB 381 10/13/2023 Chaptered-Comprehensive study of E-bikes.

SB 1271 04/11/2024. This bill would clarify that an electric bicycle is a bicycle equipped with fully operable pedals and an electric motor with continuous rated mechanical power of not more than 750 watts. The bill would, if an electric bicycle is capable of operating in multiple modes, require a manufacturer and distributor to include on the label the classification number of the highest classes of which it is capable of operating. Also requires lab accreditation of micro mobility batteries.

APPENDIX 4

County of Orange Ordinance No. 18-002

AN ORDINANCE OF THE COUNTY OF ORANGE, CALIFORNIA AMENDING SECTION 2-5-29(n) OF THE CODIFIED ORDINANCES OF THE COUNTY OF ORANGE, REGARDING PROHIBITED MOTORIZED WHEELED CONVEYANCES.

The Board of Supervisors of the County of Orange ordains as follows:

SECTION 1. Section 2-5-29(n) of the Codified Ordinances of the County of Orange is hereby amended to read as follows:

Sec. 2-5-29.- Vehicle regulation.

(n) Motorized Wheeled Conveyance prohibited. No person shall operate or drive any electric or combustible motorized skateboard, scooter, dirt bike, mini bike, mini motor bike, mini motorcycle, go-kart, go-ped, all-terrain vehicle, quad runner, dune buggy or any similar electric or combustible motorized conveyance in any park, beach or recreational area, with the exception of Class 1 and Class 2 electric bicycles, as defined by the California Vehicle Code, on those regional paved, off-road bikeways designated for such use by the Director of OC Parks, with the approval of the Board of Supervisors.



Attachment: B

Click here to return to the agenda.



7800 Katella Avenue
Stanton, CA 90680



P | (714) 890-4245
F | (714) 890-1443



DShawver@StantonCA.gov
www.StantonCA.gov

Date:

October 22, 2024

**Presiding Judge of the
Superior Court
700 Civic Center Drive West
Santa Ana, CA 92701**

Dear Honorable Judge Maria Hernandez,

The City of Stanton received the 2023-2024 Orange County Grand Jury report entitled "E-bikes Friend or Foe". As required by California Penal Code Sections 933 and 933.05, the City of Stanton submitted its initial response in August 2024. The City received a response from the Grand Jury in a letter dated October 9, 2024, asking for amended responses for Findings 1 and 2, and Recommendation 2. Please find those amended responses below.

Note: The original Grand Jury findings are repeated below in italics. The City's responses are in bold, with additional explanation and commentary in regular typeface. References to the "City" refer to the City of Stanton, California.

Findings

F1 The majority of Orange County's 34 cities do not have ordinances or policies in place, which makes it difficult to address the safe operation and regulation of E-bikes leading to confusion.

The responded agrees with the finding.

Based on the information presented in the Grand Jury's report, the City agrees with this finding.

F2 Due to the increasing incidence of E-bike injuries and deaths, there is a need for consistent and accurate tracking by law enforcement and first responders, which does not exist now.

The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

The City disagrees with this finding. The City is served by the Orange County Sheriff's Department and Orange County Fire Authority, both of which have accurate tracking mechanisms in place specific to E-bike related incidents.



7800 Katella Avenue
Stanton, CA 90680



P | (714) 890-4245
F | (714) 890-1443



DShawver@StantonCA.gov
www.StantonCA.gov

Date:

October 22, 2024

**Presiding Judge of the
Superior Court
700 Civic Center Drive West
Santa Ana, CA 92701**

Recommendations

R2 *Each Orange County city should have a mechanism in place to report accidents, injuries and deaths involving E-bikes by December 1, 2024.*

The recommendation has been implemented, with a summary regarding the implemented action.

The City is served by the Orange County Sheriff's Department and Orange County Fire Authority, both of which respond to and track accidents, injuries and deaths involving E-bikes.

Should you have any questions or need any additional information, please contact Hannah Shin-Heydorn, City Manager, at (714) 890-4277 or via email at HShinheydorn@StantonCA.gov.

Respectfully,

David J. Shawver
Mayor

Cc: Orange County Grand Jury
700 Civic Center Drive West
Santa Ana, CA 92701

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: October 22, 2024

SUBJECT: AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 36937 AND 65858 EXTENDING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF ANY NEW PUBLIC LODGING, LODGING FACILITY OR LODGING BUSINESSES OR USES, AND EXTENDING A TEMPORARY MORATORIUM ON ANY EXPANSION, ENLARGEMENT, AND/OR ALTERATION OF ANY EXISTING PUBLIC LODGING, LODGING FACILITY, OR LODGING BUSINESSES AND USES FOR SIX MONTHS PENDING STUDY AND THE PREPARATION OF AN UPDATE TO THE CITY'S MUNICIPAL CODE AND ZONING CODE AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

REPORT IN BRIEF:

Due to the continuing need to protect the public safety, health, and welfare of the community from the substantial amount of crime that has occurred at various public lodging uses within the City, and the comprehensive nature of the necessary review of the applicable Municipal Code regulations including operational standards, security provisions, zoning regulations, business license requirements, and transient occupancy taxes, the City Council is asked to consider an extension of the interim urgency ordinance to temporarily prohibit the establishment of public lodging and/or the expansion, enlargement, or alteration of existing public lodging businesses and uses within the City. The interim urgency ordinance would provide the City with sufficient time to complete its study of the continuing impacts of these establishments and to adopt new municipal and zoning code regulations. The length of the moratorium would be 6 months.

RECOMMENDED ACTIONS:

1. City Council find that the proposed urgency ordinance is:
 - a) Not a "project" within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines (Title 14 of the California Code of Regulations) because it has no potential for resulting in physical change in the environment, directly or indirectly; and

- b) Exempt from the requirements of CEQA under Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.
2. That the City Council receive and file the 10-day action report for the conclusion of the 10 months and 15 day moratorium; and
3. Adopt Urgency Ordinance No. 1151, entitled:

“AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA ESTABLISHING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF ANY NEW PUBLIC LODGING, LODGING FACILITY OR LODGING BUSINESSES OR USES, AND A TEMPORARY MORATORIUM ON ANY EXPANSION, ENLARGEMENT, AND/OR ALTERATION OF ANY EXISTING PUBLIC LODGING, LODGING FACILITY, OR LODGING BUSINESSES AND USES FOR SIX MONTHS PENDING STUDY AND THE PREPARATION OF AN UPDATE TO THE CITY’S MUNICIPAL CODE AND ZONING CODE PURSUANT TO GOVERNMENT CODE SECTIONS 65858 AND 36937 AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA”.

BACKGROUND:

Under the California Constitution and pursuant to its police powers, the City is charged with protecting the health, safety, and welfare of its citizens. A large part of that responsibility is addressing crime and striving for a high quality of life for Stanton residents. The City commits the majority of its annual budget to law enforcement and public safety. Fifty-four percent of the City’s annual budget, or \$16.2 million a year, goes to supporting law enforcement, code enforcement services, and public safety services.

Despite the City’s great efforts, crime continues to be a persistent issue. Particular magnets in the City are a number of public lodging businesses¹, where Orange County Sheriff’s deputies annually respond to hundreds of calls for service (575 for calendar year 2022). That amounts to approximately 630 hours of law enforcement responses. Those calls include repeated incidents related to prostitution, narcotics violations, stolen vehicles, weapon possession, probation/parole violations, burglary, robbery, gang activity, assaults, and assaults with deadly weapons. These call numbers and dedicated personnel hours do not reflect the significant additional time and cost associated with proactive policing focused on magnets as well as secondary impacts to surrounding neighborhoods.

¹ “Public lodging” means any hotel, motel, lodging house, boardinghouse, bed and breakfast inn, trailer court, or similar public lodging facility. (SMC § 9.52.010; see *also* definition of “Lodging (Land Use) in SMC § 20.700.120.)

Given the inordinate amount of resources that go into combatting crimes at motels, City administrators and staff have been working on updating the City's Municipal Code and Zoning regulations to address these issues. However, the City needs additional time to complete the development of new regulations and work on proposals to bring to the City Council.

At its meeting of December 12, 2023, the Council adopted Urgency Ordinance No. 1136, establishing a 45-day moratorium on the establishment of public lodging and/or the expansion, enlargement, or alteration of existing public lodging businesses and uses within the City. At its meeting of January 9, 2024, the City Council adopted Ordinance No. 1137, extending the moratorium for an additional 10 months and 15 days to allow for further study of the issue and the preparation of appropriate recommendations to address this use.

ANALYSIS/JUSTIFICATION:

Currently, the Stanton Municipal Code includes a chapter that addresses "Public Lodging," which includes "motels." (See SMC Ch. 9.52.) That chapter was last updated in 2014, and City staff intends to propose revisions to that chapter to include, among other things, additional operational standards and security provisions intended to address the current negative impacts caused by existing public lodging uses. Additionally, zoning regulations are typically imposed on such uses, which will also require time for further research and analysis. Lodging businesses are also subject to a business license requirement (SMC Ch. 5.04) and transient occupancy taxes (Ch. 5.12). City staff requires additional time to review all the applicable Municipal Code regulations imposed on motels to provide the Council with a comprehensive analysis and recommendations intended to protect the public safety, health, and welfare of the community.

Government Code Section 36937 authorizes the City Council to adopt an urgency ordinance "for the immediate preservation of the public peace, health or safety." Government Code Section 65858 authorizes the City Council to adopt an interim ordinance "to protect the public safety, health, and welfare...to prohibit any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission or the planning department is considering or studying or intends to study within a reasonable time."

As noted in the "Background" section, above, there is an immediate need to preserve and protect the public peace, health, safety, and welfare from the substantial amount of crime that is occurring at various motels within the City. Such crimes do not just affect the respective motels, but they spill into City streets and neighborhoods and affect regional facilities like hospitals and jails. City staff has already begun to analyze the City's Municipal and Zoning regulations and how other jurisdictions approach such problem businesses. These efforts are expected to culminate in comprehensive updates to the City's laws. Thus, an interim urgency ordinance squarely meets the requirements of Government Code Sections 36937 and 65858 and is needed, immediately.

The attached interim urgency ordinance (Attachment 1) includes the requisite Government Code findings and, if adopted, would extend the current moratorium to an additional 6 months to provide staff with additional time to complete its research, study, and recommendations for the Council's consideration. If adopted, the following restrictions would be in place for the duration of the urgency ordinance:

1. No new public lodging, lodging facility or lodging business, use or operation would be able to establish within the City.
2. No existing public lodging, lodging facility or lodging business, use or operation would be authorized to expand, enlarge, or alter its physical footprint.
3. The City will not approve or issue any use permit, license, variance, building permit, business license, or other applicable entitlement, license, permit, or approval for the establishment, expansion, enlargement, or alteration of any public lodging, lodging facility or lodging business, use or operation within the City. The exceptions to the moratorium are for existing businesses to make ordinary repairs and maintenance or if State or federal law requires an exception.

In order for the urgency ordinance to be effective, four-fifths (4/5) of the City Council must approve the ordinance. Thereafter, the ordinance would remain in effect for six months from its scheduled expiration (unless earlier repealed, terminated, or extended by the Council). The Government Code allows for an additional extension of one year, however, staff is requesting only a six-month extension to allow time for finalizing recommended code amendments and completion of the appropriate public hearing processes.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended actions. The City commits the majority of its annual budget to law enforcement and public safety.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of California Environmental Quality Act ("CEQA"), the project is exempt pursuant to Sections 15378 and Section 15061(b)(3) of the State CEQA Guidelines (Title 14 of the California Code of Regulations).

PUBLIC NOTIFICATION:

Public notice for this item was made through the regular agenda process and through publication in the Orange County Register on October 11, 2024.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Obj. No. 1: Provide a safe community.

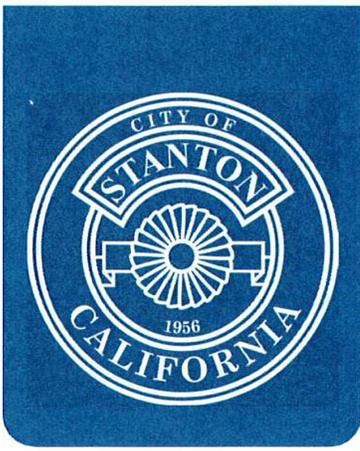
Prepared by: Crystal Landavazo, Community & Economic Development Director

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. Memorandum for the 10-day report on actions taken by City staff during the 10 month 15 day moratorium
- B. Interim Urgency Ordinance No. 1151



Date:
October 10, 2024

To: City Council

From: Crystal Landavazo, Community & Economic Development Director

Subject: REPORT ON MEASURES TAKEN TO ALLEVIATE THE CONDITIONS WHICH LED TO THE ADOPTION OF ORDINANCE NO. 1136 ESTABLISHING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF ANY NEW PUBLIC LODGING, LODGING FACILITY OR LODGING BUSINESSES OR USES, AND A TEMPORARY MORATORIUM ON ANY EXPANSION, ENLARGEMENT, AND/OR ALTERATION OF ANY EXISTING PUBLIC LODGING, LODGING FACILITY, OR LODGING BUSINESSES AND USES

On January 9, 2024, the City Council adopted Ordinance No. 1137, enacting a 10-month 15-day extensions of a moratorium on the establishment of public lodging and/or the expansion, enlargement, or alteration of existing public lodging businesses and uses within the City.

The Ordinance required the City to issue a report at least ten (10) days prior to the expiration of the Ordinance or any extension, describing the measures taken to alleviate the condition(s) which led to the adoption of the initial moratorium in the Ordinance. The conditions that led to the adoption of the Ordinance were listed in the Ordinance and still exist as of the date of this report.

Since the enactment of the Ordinance, the following actions have been taken:

- 1) The Community Development Department has researched municipal codes of surrounding cities related to public lodging, lodging facilities, and lodging businesses and uses.
- 2) The Community Development Department and City Attorney have reviewed the City's Municipal Code to identify revisions that include, among other things, additional operational standards and security provisions intended to address the current negative impacts caused by existing public lodging uses.
- 3) The Community Development Department, Public Safety Department, City Attorney, and City Administration have collaborated on the development of a new Ordinance regulating public lodging facilities.
- 4) The Community Development Department is coordinating with the City Attorney to complete the draft Ordinance for public lodging facilities and schedule public hearing for adoption of the new Ordinance.
- 5) The City's Community Development Department has prepared and proposed a 10-month and 15-day moratorium on the establishment of public lodging and/or the expansion, enlargement, or alteration of existing public lodging businesses and uses within the City.

The City has studied this item and now requires additional time to complete the preparation of new regulations and public hearing process to protect the public health, safety, and welfare of the community. Staff believes that it is critical for the Council to establish a 6-month extension of the moratorium to allow the completion of this process.

Attachment: A

Click here to return to the agenda.



7800 Katella Avenue
Stanton, CA 90680



P | (714) 379-9222
F | (714) 890-1443



stanton@ci.stanton.ca.us
www.stantonca.gov

INTERIM URGENCY ORDINANCE NO. 1151

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA EXTENDING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF ANY NEW PUBLIC LODGING, LODGING FACILITY OR LODGING BUSINESSES OR USES, AND A TEMPORARY MORATORIUM ON ANY EXPANSION, ENLARGEMENT, AND/OR ALTERATION OF ANY EXISTING PUBLIC LODGING, LODGING FACILITY, OR LODGING BUSINESSES OR USES FOR SIX MONTHS PENDING STUDY AND THE PREPARATION OF AN UPDATE TO THE CITY'S MUNICIPAL CODE AND ZONING CODE PURSUANT TO GOVERNMENT CODE SECTIONS 65858 AND 36937 AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

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

WHEREAS, the City protects the health, safety, and welfare of the community through numerous avenues, including by establishing and enforcing zoning, licensing and health, and safety regulations on specified commercial activities; and

WHEREAS, the City has observed ongoing criminal activity originating from public lodging facilities within the City, leading Orange County Sheriff's deputies to respond annually to hundreds of calls related to illicit sexual activities, suspected human trafficking, narcotics violations, stolen vehicles, weapon possession, probation and parole violations, burglary, robbery, gang activity, assaults, and assaults with deadly weapons. "Public lodging facilities" encompass hotels, motels, and other similar public lodging facilities; and

WHEREAS, City staff research revealed that, as of November 30, 2023, the Orange County Sheriff's Department ("OCSD") responded to at least 443 service calls in 2023 addressing criminal issues at motel establishments within the City. That cumulatively amounts to approximately 480 hours of dedicated law enforcement response; and

WHEREAS, on an annual basis, the City spends an estimated \$16.2 million on law enforcement and public safety; and

WHEREAS, public lodging facilities where unlawful activities are not curtailed pose substantial and immediate threats to the health, safety, and welfare of the community. These detrimental effects encompass, among other things: (1) potential harm to patrons arising from criminal acts committed at these locations; (2) injury risks to patrons and employees due to insufficient safety and security standards; and (3) heightened risk of prostitution and human trafficking activities; and

WHEREAS, the impact of criminal activities at public lodging facilities are not confined to the premises alone, but also extend into the broader community and further affect the operations of regional facilities, such as hospitals and correctional facilities; and

WHEREAS, portions of the Stanton Municipal Code (“SMC”) contain some regulations to address the negative impacts caused by public lodging facilities. That includes, regulations in Chapter 9.52, business license requirements and transient occupancy taxes pursuant to Chapters 5.04 and 5.12, respectively, of the SMC. However, these provisions need to be comprehensively revised and updated to address the serious conditions at public lodging facilities throughout the City; and

WHEREAS, per Government Code Sections 36937 and 65858, the City Council adopted Interim Urgency Ordinance No. 1136 on December 12, 2023 to protect the public safety, health, and welfare from an event, occurrence, or set of circumstances. Ordinance No. 1136 was originally in place for 45 days and was set to expire on January 26, 2024; and

WHEREAS, per Government Code Sections 36937 and 65858, the City Council received a report from staff on their study and progress then held a public hearing before it adopted Interim Urgency Ordinance No. 1137 on January 9, 2024, extending the Moratorium to protect the public safety, health, and welfare from an event, occurrence, or set of circumstances. Ordinance No. 1137 is in place for 10 months and 15 days from the original expiration and is now set to expire on December 11, 2024; and

WHEREAS, City staff, in collaboration with the Sheriff's Department and the City Attorney's office, requires additional time to conduct research to understand the impacts of public lodging facilities and uses on community welfare and explore potential amendments to the City's regulatory process and zoning codes to protect public health, safety, and welfare and mitigate potential illegalities occurring at these businesses; and

WHEREAS, as a result, and in consideration of the staff report, written and verbal public testimony, and the full record before it, the City Council desires to extend its temporary moratorium on the establishment of public lodging and/or the expansion, enlargement, or alteration of existing public lodging businesses and uses within the City for an additional six months, set to expire on June 11, 2025 in accordance with Government Code section 65858.

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

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

SECTION 2: The City Council finds that this Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act (“CEQA”) Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The City Council further finds, under Title 14 of the California Code of Regulations, section 15061(b)(3) that this Interim Urgency Ordinance is nonetheless exempt from the requirements of CEQA. 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 3: Based on the staff report and written and oral public testimony at the public hearing on this matter, the City Council extends the temporary moratorium established by Ordinance No. 1137 for six months as authorized by Government Code section 65858.

SECTION 4: The City Council hereby directs and orders as follows:

- A. During the time that this Interim Urgency Ordinance is in effect, no new Public Lodging, Lodging, or Lodging Facility business, use, or operation may be established in the City; and
- B. No existing Public Lodging, Lodging, or Lodging Facility business, use, or operation may be authorized or allowed to expand, enlarge, or alter its physical footprint while this Interim Urgency Ordinance is in effect; and
- C. During the period that this Interim Urgency Ordinance is in effect, the City shall not approve or issue any permit, license, variance, building permit, business license, or any other applicable entitlement, license, permit, or approval for the establishment, expansion, enlargement, or alteration of any Public Lodging, Lodging, or Lodging Facility business, use, or operation within the City as provided in subsection (B), above. Notwithstanding the foregoing, the City may approve permits, licenses, or similar approvals for ordinary repairs or maintenance.

SECTION 5: The City will continue to accept and process applications for uses prohibited by this moratorium if so required by State law. Any application received and processed during the moratorium shall be processed at the applicant’s sole cost and risk with the understanding that no permit, license, approval or other entitlement for a use covered by Section 4, above, may be issued while this moratorium or any extension of it is in effect.

SECTION 6: This ordinance is adopted under the provisions of Government Code Sections 36937 and 65858 and shall take effect immediately upon its passage by a four-fifths vote of the City Council. The City Council finds that Public Lodging, Lodging and Lodging Facilities where the dangerous and unlawful activities described herein occur pose significant, urgent, and immediate threats to the health, safety and welfare of the community — including, but not limited to, bodily injury to patrons and employees

and increased opportunities for crime. Consequently, the City Council finds that this Interim Urgency Ordinance is necessary for the immediate preservation of the public health, safety, and welfare of the community. This interim Urgency Ordinance shall remain in effect for six months from its set expiration date of December 11, 2024, unless earlier repealed, terminated, or extended.

SECTION 7: If any provision of this Interim Urgency Ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Interim Urgency Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Interim Urgency Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

PASSED, APPROVED, AND ADOPTED this 22nd day of October, 2024.

DAVID J. SHAWVER, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

HONGDAO NGUYEN, 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 Urgency Ordinance No. 1151 was duly introduced and adopted at a regular meeting of the City Council held on the 22nd day of October, 2024, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

RECUSED: COUNCILMEMBERS: _____

PATRICIA A. VAZQUEZ, CITY CLERK

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: October 22, 2024

SUBJECT: CONSIDERATION OF ORDINANCE NO. 1148 AMENDING TITLE 20 (ZONING) TO PROHIBIT SHORT-TERM RENTALS THROUGHOUT THE CITY AND BED AND BREAKFAST ESTABLISHMENTS IN RESIDENTIAL AND MIXED-USE OVERLAY ZONES

REPORT IN BRIEF:

The City of Stanton (“City”) has continuously sought to deter nuisance activities throughout the community. Since the emergence of short-term rentals, the City has received complaints about residents leasing their properties to travelers for short-term or vacation rentals. Residents report that the rentals degrade the quality of their neighborhoods by generating excessive noise, parking problems, and trash. Because short-term rentals are not expressly permitted in any zone under the Stanton Municipal Code (“SMC”), such uses are prohibited throughout the City. The proposed Ordinance seeks to expressly memorialize this prohibition making it clear to all members of the public. Similar to short-term rentals, bed and breakfast inns can cause noise, parking, and other nuisances in residential neighborhoods. For this reason, the proposed ordinance would also prohibit bed and breakfast inns within residential and mixed-use overlay zones. The proposed changes are intended to safeguard the quality of life in the City’s residential areas.

RECOMMENDED ACTION:

1. City Council conduct the public hearing and first reading of Ordinance No. 1148, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA AMENDING TITLE 20 (ZONING) OF THE STANTON MUNICIPAL CODE TO EXPRESSLY PROHIBIT SHORT-TERM RENTALS IN ALL ZONES WITHIN THE CITY AND TO PROHIBIT BED AND BREAKFAST ESTABLISHMENTS IN RESIDENTIAL ZONES AND MIXED-USE OVERLAY ZONES”; and

2. Declare that the project is exempt per the California Environmental Quality Act (CEQA) under section 15060(c)(2) and 15060(c)(3) and alternatively categorically exempt pursuant to Section 15301 which apply to projects that will not have a significant impact on the environment; and
3. Set November 12, 2024, as the date for second reading for adoption of Ordinance No. 1148.

BACKGROUND:

The Planning Commission held a public hearing on September 18, 2024 to consider proposed Ordinance 1148 to prohibit short term rentals throughout the City and bed and breakfast establishments in residential and mixed-use zones. The Planning Commission held a public hearing where they heard public testimony in opposition to the proposed Ordinance. The Planning Commission deliberated and considered recommending that the City Council adopt new regulations to allow these uses before voting to continue the item to the next regular Planning Commission meeting of October 2, 2024. At the continued meeting, the Planning Commission was provided with additional information from staff regarding past and current complaints related to short-term rentals. The Commission re-opened the public hearing, heard additional public testimony from residents and non-residents seeking to operate short-term rentals, and asked additional questions of staff before deliberating and voting to recommend approval of Ordinance No. 1148 (2 in favor, 1 opposed, 1 absent).

ANALYSIS/JUSTIFICATION:

Zoning Code Amendment Prohibiting Short-Term or Vacation Rentals in City

The proliferation of online vacation rental websites has encouraged and enabled City property owners, tenants, and occupants to rent their local properties on a short-term basis to travelers and transients. These short-term rentals, generally numbering less than 30 days, are often associated with excessive noise, parking problems, trash, and degradation of a neighborhood's residential character. Because of those nuisance issues, the City has received a number of complaints regarding residents renting their properties out as short-term vacation rentals. Such rentals commercialize residential areas and detrimentally change a neighborhood's residential character.

Short-term rentals are not expressly permitted under the SMC, therefore, such uses are prohibited throughout the City. It is the City's current practice to investigate complaints of, and enforce against, short-term rental uses. To affirm this existing prohibition and expressly memorialize this restriction, the proposed ordinance would amend Chapters 20.210 (Residential Zones), 20.215 (Commercial Zones), 20.220 (Industrial Zones), 20.225 (Special Purpose Zones), and 20.230 (Mixed-Use Overlay Zones) and add Chapter 20.240 (Short-Term Rentals) to expressly prohibit "short-term or vacation rentals," as defined, in all zones within the City.

This express prohibition aligns with the growing trend among California municipalities of banning short-term rentals due to similar disruptions to neighborhoods. It also helps address the current housing shortage in California by increasing the availability of housing stock for long-term residents.

Zoning Code Amendment Prohibiting Bed and Breakfast Inns in Residential Zones and Mixed-Use Overlay Zones

Similar to short-term or vacation rentals in the City, bed and breakfast inns can introduce transient guests into areas primarily intended for long-term residential use along with the potential for similar disruptions, such as increased traffic, noise, and parking congestion, all of which can impact the residential character of neighborhoods.

Under the SMC, bed and breakfast inns are currently allowed with a conditional use permit in residential zones and with zoning clearance in mixed-use overlay zones. Despite these controls, the nature of such establishments shares key characteristics with short-term rentals, which could lead to unintended uses that do not align with the City's long-term planning goals. Additionally, the use of these properties for transient lodging further exacerbates the ongoing housing shortage faced throughout the State by reducing the availability of housing for long-term residents of the City.

By prohibiting bed and breakfast inns in both residential and mixed-use overlay zones under this ordinance, the City aims to preserve the stability and consistency of residential areas while also contributing to the increase of housing inventory for long-term residents. This ordinance also removes the option to establish these inns through conditional use permits or zoning clearance, thereby ensuring that the City's Zoning Code supports both the protection of neighborhood character and the broader goal of addressing housing needs for residents of the City of Stanton.

Staff Findings for Zoning Code Amendments

Based on the evidence for the Zoning Ordinance Amendments and all other applicable information presented, staff finds that the proposed Amendments are appropriate for the following reasons:

1. Consistency with City's General Plan: The proposed Zoning Code Amendments are consistent with the City's General Plan, particularly in supporting the goals of maintaining a balanced mix of residential, commercial, and industrial uses (Goal LU-1.1) while preserving the character of the City's residential neighborhoods (Strategy LU-3.1.1). By expressly prohibiting short-term rentals throughout the City and bed and breakfast inns in residential and mixed-use overlay zones, the Amendments ensure compatibility between adjacent land uses (Goal CD-1.3). Additionally, the Amendments support Goal LU-6.1 by ensuring compliance with the City's land use code, which contributes to improving the overall character of the City's neighborhoods.

2. Adoption of Zoning Code Amendments Will Not be Detrimental to the Public Interest, Health, Safety, Convenience, or Welfare: The proposed Zoning Code Amendments will not be detrimental to the public health, safety, or welfare because they maintain the current zoning framework without introducing new uses or conditions that could pose risks. The express prohibition on short-term rentals also preserves the established residential character of certain areas of the City and avoids the introduction of transient activities in residential neighborhoods that could disrupt the existing community standards. Furthermore, by prohibiting bed and breakfast inns and similar transient lodging uses, the Amendments support the preservation and potential increase of housing inventory available for long-term residents to help address the ongoing housing shortage while ensuring the integrity and stability of communities throughout the City.

3. Consistency with Zoning Code: The Amendments are internally consistent with other provisions of the City's Zoning Code, as they reinforce existing regulations that prohibit incompatible uses in certain zones. By explicitly prohibiting short-term rentals throughout the City, the Amendment supports the Zoning Code's overall objective to maintain residential neighborhoods' character, stability, and quality throughout the City while reducing any ambiguity over zoning interpretations. The prohibition on bed and breakfast inns in residential and mixed-use overlay zones supports the Zoning Code's broader goal of balancing residential and non-residential uses, particularly in areas designed for long-term residential occupancy.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended action.

ENVIRONMENTAL IMPACT:

The proposed actions are not subject to the California Environmental Quality Act ("Public Resources Code section 21000 et seq.) ("CEQA") because they do not qualify as a "project" under CEQA. The State CEQA Guidelines provide that "[a]n activity is not subject to CEQA if ... the activity is not a project as defined in Section 15378." (State CEQA Guidelines, § 15060(c).) Here, the Zoning Code Amendments ("ZCA") do not qualify as a "project" as defined in State CEQA Guidelines section 15378 for at least two different reasons: First, Section 15378 defines a project as an activity that "has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." (State CEQA Guidelines, § 15378(a).) The ZCA clarifies and affirms that short-term rental uses are prohibited in all zones. It newly prohibits bed and breakfast establishments in residential and mixed use zones. This prohibition will help address the current housing shortage in California by increasing the availability of housing stock for long-term residents. Such actions will not result in a direct or reasonably foreseeable indirect physical change in the environment. Accordingly, the ZCA is not a "project" subject to CEQA. (State CEQA

Guidelines, § 15060(c).) Second, Section 15378 explicitly excludes from its definition of “project” the following: “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.” (State CEQA Guidelines, § 15378(b)(5).) The ZCA constitutes an organizational or administrative activity that will not result in a physical change in the environment, and it therefore is not subject to CEQA.

Even if the ZCA is considered a “project” subject to CEQA, it is categorically exempt pursuant to State CEQA Guidelines Section 15301 because it involves restrictions on short-term or vacation rental and bed and breakfast inns within existing private structures, with no expansion of existing or former use. In addition, the proposed ZCA is exempt from CEQA pursuant to the “common sense” exemption under CEQA Guidelines section 15061(b)(3), because there is no possibility that the ZCA might have a significant effect on the environment. The ZCA prohibits short-term rentals and bed and breakfast inns in specified zones to help address the current housing shortage in California by increasing the availability of housing stock for long-term residents.

Lastly, none of the exceptions to the use of categorical exemptions identified in State CEQA Guidelines section 15300.2 apply: there is no potential for cumulative impacts; there are no unusual circumstances that would have a significant impact on the environment due to the adoption of the ZCA; the ZCA would not negatively impact scenic resources within a duly designated scenic highway; there is no record of hazardous waste and the ZCA has no potential to impact historic resources.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVES ADDRESSED:

Objective 1: Provide a safe community.
Objective 5: Provide a high quality of life.

PUBLIC NOTIFICATION:

Notice of Public Hearing was published in the Orange County Register on October 11, 2024. The notice was also posted at three public locations and made public through the agenda-posting process.

Prepared by: Crystal Landavazo, Community and Economic Development Director
Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. Draft Ordinance No. 1148
- B. Planning Commission Resolution No. 2569

ORDINANCE NO. 1148

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA AMENDING TITLE 20 (ZONING) OF THE STANTON MUNICIPAL CODE TO EXPRESSLY PROHIBIT SHORT-TERM RENTALS IN ALL ZONES WITHIN THE CITY AND TO PROHIBIT BED AND BREAKFAST ESTABLISHMENTS IN RESIDENTIAL ZONES AND MIXED-USE OVERLAY ZONES AND FINDING THE ACTION EXEMPT FROM CEQA PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15060(c)(2) AND 15060(c)(3) AND ALTERNATIVELY CATEGORICALLY EXEMPT PURSUANT TO SECTION 15301

WHEREAS, the City of Stanton, California (“City”) is a municipal corporation, duly organized under the California Constitution and laws of the State of California; and

WHEREAS, the proliferation of online vacation rental websites has encouraged and enabled City property owners, tenants, and occupants to rent their local properties on a short-term basis to travelers or transients; and

WHEREAS, these short-term rentals, generally numbering less than 30 days, are often associated with excessive noise, parking problems, trash, and degradation of a neighborhood’s residential character; and

WHEREAS, the City has also received complaints from residents about the negative secondary effects of short-term rental uses in their neighborhoods; and

WHEREAS, similar concerns arise with bed and breakfast inns where the transient nature of guests can disrupt the peaceful enjoyment of residential neighborhoods; and

WHEREAS, the presence of bed and breakfast inns in neighborhoods can also conflict with the intended residential use of these areas and undermine the City’s efforts to maintain a stable and consistent residential character throughout the community; and

WHEREAS, cities have a legitimate governmental interest in preserving the residential character of their neighborhoods and protecting against public nuisance activities; and

WHEREAS, Sections 20.100.060 and 20.105.020 of the Stanton Municipal Code (“SMC”) prohibit any use not listed as permitted within the SMC. Because short-term rentals are not expressly permitted in any zone, such uses are prohibited throughout the City; and

WHEREAS, in an effort to provide further clarity on this restriction, the City Council desires to amend Article 2 (Zones, Allowed Uses, and Zone-Specific Standards) of the SMC to expressly prohibit short-term rentals in all zones to preserve the residential character of City neighborhoods and address the negative, secondary effects caused by those uses throughout the City; and

WHEREAS, the City further desires to amend Chapters 20.210 (Residential Zones) and 20.230 (Mixed-Use Overlay Zones) of the SMC to prohibit bed and breakfast inns in all residential zones and mixed-use overlay zones throughout the City in order to further preserve the residential character of City neighborhoods; and

WHEREAS, in addition to addressing the negative secondary effects of these uses, the Zoning Code Amendments will also help increase housing inventory for long-term residents in the City during the statewide housing crisis; and

WHEREAS, on September 5, 2024, the City gave public notice that the Planning Commission would conduct a public hearing to consider Zoning Code Amendment ZCA 24-03 by posting the public notice at three public places including Stanton City Hall, the Post Office, and the Stanton Community Services Center, and publishing the notice in the Orange County Register on September 7, 2024 and the Planning Commission agenda was made available through the agenda posting process; and

WHEREAS, on September 18, 2024 the Planning Commission conducted and concluded a duly noticed public hearing concerning the Ordinance contained herein as required by law and following receipt of all public testimony closed the hearing on that date, and continued the item to the meeting of October 2, 2024; and

WHEREAS, on October 2, 2024 the Planning Commission conducted and concluded a duly noticed public hearing concerning the Ordinance contained herein as required by law and following receipt of all public testimony closed the hearing on that date, and adopted Resolution No. 2569; and

WHEREAS, on October 22, 2024 the City Council held a first reading and duly noticed public hearing and considered the staff report, recommendations, by staff, and public testimony concerning the amendments to Title 20 (Zoning) of the SMC, and provided comments on the amendments; and

WHEREAS, on November 12, 2024, the City Council held a second reading and considered the staff report, recommendations by staff, and testimony taken at the first reading concerning the amendments of the SMC, provided comments on the amendments, and voted to approve the proposed ordinance; and

WHEREAS, all legal preconditions to the adoption of this Ordinance have occurred.

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

SECTION 1: Recitals. The recitals set forth above are true and correct and are hereby adopted as findings in support of this Ordinance as if fully set forth herein.

SECTION 2: CEQA. The City Council finds that the proposed actions are not subject to the California Environmental Quality Act (“Public Resources Code section 21000 et seq.”) (“CEQA”) because they do not qualify as a “project” under CEQA. The State CEQA Guidelines provide that “[a]n activity is not subject to CEQA if ... the activity is not a project

as defined in Section 15378.” (State CEQA Guidelines, § 15060(c).) Here, the Ordinance not qualify as a “project” as defined in State CEQA Guidelines section 15378 for at least two different reasons: First, Section 15378 defines a project as an activity that “has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” (State CEQA Guidelines, § 15378(a).) The Ordinance clarifies and affirms that short-term rentals establishments are prohibited in all zones. The Ordinance also newly provides that bed and breakfast inns are prohibited in residential and mixed use zones. These prohibitions will help address the current housing shortage in California by increasing the availability of housing stock for long-term residents. Such actions will not result in a direct or reasonably foreseeable indirect physical change in the environment. Accordingly, the Ordinance is not a “project” subject to CEQA. (State CEQA Guidelines, § 15060(c).) Second, Section 15378 explicitly excludes from its definition of “project” the following: “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.” (State CEQA Guidelines, § 15378(b)(5).) The Ordinance constitutes an organizational or administrative activity that will not result in a physical change in the environment, and it therefore is not subject to CEQA.

Even if the Ordinance is considered a “project” subject to CEQA, it is categorically exempt pursuant to State CEQA Guidelines Section 15301 because it involves restrictions on short-term or vacation rental and bed and breakfast inns within existing private structures, with no expansion of existing or former use. In addition, the proposed Ordinance is exempt from CEQA pursuant to the “common sense” exemption under CEQA Guidelines section 15061(b)(3), because there is no possibility that the Ordinance might have a significant effect on the environment. The Ordinance prohibit short-term rentals and bed and breakfast inns in specified zones to help address the current housing shortage in California by increasing the availability of housing stock for long-term residents.

Lastly, none of the exceptions to the use of categorical exemptions identified in State CEQA Guidelines section 15300.2 apply: there is no potential for cumulative impacts; there are no unusual circumstances that would have a significant impact on the environment due to the adoption of the Ordinance; the Ordinance would not negatively impact scenic resources within a duly designated scenic highway; there is no record of hazardous waste and the Ordinance has no potential to impact historic resources. Staff is further directed to file a Notice of Exemption for this Ordinance with the County Clerk and the State Clearinghouse in accordance with State CEQA Guidelines.

SECTION 3: Findings. Government Code Sections 65860 and 65855 requires a city's zoning ordinance to be consistent with the general plan. Based on all evidence in the record for the Ordinance and all other applicable information presented, the City Council finds that the proposed Ordinance is appropriate for the following reasons:

1. Consistency with City's General Plan: The proposed Ordinance is consistent with the City's General Plan, particularly in supporting the goals of maintaining a balanced mix of residential, commercial, and industrial uses (Goal LU-1.1) while preserving the character of the City's residential neighborhoods (Strategy LU-3.1.1). By prohibiting expressly short-term rentals throughout the City and bed and

breakfast inns in residential and mixed-use overlay zones, the Ordinance ensures compatibility between adjacent land uses (Goal CD-1.3). Additionally, the Amendments support Goal LU-6.1 by ensuring compliance with the City’s land use code, which contributes to improving the overall character of the City’s neighborhoods.

2. Adoption of the Ordinance Will Not be Detrimental to the Public Interest, Health, Safety, Convenience, or Welfare: The proposed Ordinance will not be detrimental to the public health, safety, or welfare because they maintain the current zoning framework without introducing new uses or conditions that could pose risks. The express prohibition on short-term rentals also preserves the established residential character of certain areas of the City and avoids the introduction of transient activities in residential neighborhoods that could disrupt the existing community standards. Furthermore, by prohibiting bed and breakfast inns and similar transient lodging uses, the Ordinance supports the preservation and potential increase of housing inventory available for long-term residents to help address the ongoing housing shortage while ensuring the integrity and stability of communities throughout the City.

3. Consistency with Zoning Code: The Ordinance is internally consistent with other provisions of the City’s Zoning Code, as they reinforce existing regulations that prohibit incompatible uses in certain zones. By explicitly prohibiting short-term rentals throughout the City, the Ordinance supports the Zoning Code’s overall objective to maintain residential neighborhoods’ character, stability, and quality throughout the City while reducing ambiguity that has led to disputes over zoning interpretations. The prohibition on bed and breakfast inns in residential and mixed-use overlay zones supports the Zoning Code’s broader goal of balancing residential and non-residential uses, particularly in areas designed for long-term residential occupancy.

SECTION 4: Table 2-2 (Allowed Land Uses and Permit Requirements Residential Zones) within Section 20.210.020 is hereby amended to prohibit the following uses under the Land Use category of “Other Uses” (additions in **bold**, deletions in ~~strike through~~):

Land Use	RE	RL	RM	RH(3)	Specific Use Regulations
<i>Other Uses</i>					
Short-Term or Vacation Rental	—	—	—	—	20.240.020
Bed and Breakfast Inns	GUP —	GUP —	GUP —	GUP —	

SECTION 5: Table 2-5 (Allowed Land Uses and Permit Requirements Commercial Zones) within Section 20.215.020 is hereby amended to prohibit the following use under the Land Use category of “Other Uses” (additions in **bold**):

Land Use	CN	CG	Specific Use Regulations
<i>Other Uses</i>			
Short-Term or Vacation Rental	—	—	20.240.020

SECTION 6: Table 2-7 (Allowed Land Uses and Permit Requirements Industrial Zones) within Section 20.220.020 is hereby amended to prohibit the following use under the Land Use category of “Other Uses” (additions in **bold**):

Land Use	BP	IG	Specific Use Regulations
<i>Other Uses</i>			
Short-Term or Vacation Rental	—	—	20.240.020

SECTION 7: Table 2-9 (Allowed Land Uses and Permit Requirements Special Purpose Zones) within Section 20.225.020 is hereby amended to prohibit the following use under the Land Use category of “Other Uses” (additions in **bold**):

Land Use	OS	PR	PI	SW	SP (1)	Specific Use Regulations
<i>Other Uses</i>						
Short-Term or Vacation Rental	—	—	—	—	—	20.240.020

SECTION 8: Table 2-11 (Allowed Land Uses and Permit Requirements Mixed-Use Overlay Zones) within Section 20.230.040 is hereby amended to prohibit the following uses under the Land Use category of “Lodging” (additions in **bold**, deletions in ~~strikethrough~~):

Land Use	GLMX	NGMX (3)	SGMX	Specific Use Regulations
<i>Lodging</i>				
Bed and Breakfast Inns	P —	P —	—	
Short-Term or Vacation Rental	—	—	—	20.240.020

SECTION 9: Chapter 20.240 (Short-Term Rentals) is hereby added to Article 2 (Zones, Allowed Uses, and Zone-Specific Standards) of Title 20 (Zoning) of the Stanton Municipal Code to read as follows:

“CHAPTER 20.240: SHORT-TERM RENTALS”

- 20.240.010 Definitions.**
- 20.240.020 Prohibitions.**
- 20.240.030 Violations.**

20.240.010 Definitions

For purposes of this Chapter, the following definitions apply:

- A. "Advertisement" means any announcement, whether in a magazine, newspaper, handbill, notice, display, billboard, poster, email, internet website, platform, application, or any form of television, radio broadcast, or other form of communication, whose primary purpose is to propose a transaction.
- B. "Responsible party" includes any owner, tenant, or other person or entity with a legal interest or possessory interest in the property who offers, causes, provides, allows, or facilitates, or aids another in offering, causing, providing, allowing, or facilitating, a violation of this Chapter. It does not include a newspaper, online platform, or other publisher who merely publishes an advertisement.

- C. "Short-term or vacation rental" means the rental to a person or group of persons of a dwelling unit, or portion thereof, for compensation or consideration, whether monetary or otherwise, for lodging or sleeping purposes for a period of less than 30 consecutive calendar days.

20.240.020: Prohibitions

A. It is unlawful for a responsible party within any zone in the City of Stanton to:

1. Offer, cause, provide, allow, or facilitate, or to aid another in offering, causing, providing, allowing, or facilitating, for rent or to rent for compensation or consideration a short-term or vacation rental, whether through a rental agreement, lease, license, or any other means, whether oral or written, for compensation or consideration; or
2. Offer, cause, provide, allow, or facilitate, or to aid another in offering, causing, providing, allowing, or facilitating, any advertisement, whether published, disseminated, or broadcast through an online platform, newspaper, or any other means, of a short-term or vacation rental located in the City of Stanton.

20.240.030: Violations

A. Any violation of this Chapter is unlawful and constitutes a strict liability offense, regardless of intent. The remedies provided in this Section are cumulative and not exclusive and nothing in this Section shall preclude the use or application of any other remedies, penalties, or procedures established by law.

B. Any violation of this Chapter constitutes a public nuisance which may be abated by the City in accordance with California Code of Civil Procedure § 731 through any means provided by law, including, but not limited to, Chapter 20.635 of this Code.

C. In addition to or in lieu of other action, the City may, at its discretion, undertake any one or all of the following legal actions to correct or abate any nuisances or violations under this Chapter:

1. Civil Penalties. Any responsible party who violates any provision of this Chapter is liable for a civil penalty established by resolution of the City Council.
2. Administrative Citation. Any responsible party who violates any provision of this Chapter is subject to administrative fines established by resolution of the City Council in accordance with Chapter 1.12 of this Code.
3. Criminal Penalty. Any violation of this Chapter constitutes a misdemeanor punishable under Chapter 20.635 of this Code."

SECTION 10: Severability. If any section, sentence, clause, or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid or unconstitutional, such invalidity or unconstitutionality will not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council of the City of Stanton declares that it would have adopted this Ordinance and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 11: Effective Date. This Ordinance will become effective 30 days following its adoption.

SECTION 12: Posting or Publication. The City Clerk is directed to certify the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, will be published or posted in the manner required by law.

SECTION 13: Record of Proceedings. The documents and materials associated with this Ordinance that constitute the record of proceedings on which these findings are based are located at 7800 Katella Avenue, Stanton, California 90680. The City Clerk is the custodian of the record of proceedings.

PASSED, APPROVED, AND ADOPTED this 12th day of November, 2024.

DAVID J. SHAWVER, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

HONGDAO NGUYEN, 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. 1148 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 22nd day of October, 2024 and was duly adopted at a regular meeting of the City Council held on the 12th day of November, 2024, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

PATRICIA A. VAZQUEZ, CITY CLERK

RESOLUTION NO. 2569

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF STANTON RECOMMENDING THE CITY COUNCIL ADOPT ORDINANCE NO. 1148 AMENDING TITLE 20 (ZONING) OF THE STANTON MUNICIPAL CODE TO EXPRESSLY PROHIBIT SHORT-TERM RENTALS IN ALL ZONES WITHIN THE CITY AND TO PROHIBIT BED AND BREAKFAST ESTABLISHMENTS IN RESIDENTIAL ZONES AND MIXED-USE OVERLAY ZONES AND FINDING THE ACTION EXEMPT FROM CEQA PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15060(c)(2) AND 15060(c)(3) AND ALTERNATIVELY CATEGORICALLY EXEMPT PURSUANT TO SECTION 15301

WHEREAS, the City of Stanton, California (“City”) is a municipal corporation, duly organized under the California Constitution and laws of the State of California; and

WHEREAS, the proliferation of online vacation rental websites has encouraged and enabled property owners, tenants, and occupants in the City to rent their local properties on a short-term basis to travelers or transients; and

WHEREAS, these short-term rentals, generally numbering less than 30 days, are often associated with excessive noise, parking problems, trash, and degradation of a neighborhood’s residential character; and

WHEREAS, the City has also received complaints from residents about the negative secondary effects of short-term rental uses in their residential neighborhoods; and

WHEREAS, similar concerns arise with bed and breakfast inns where the transient nature of guests can disrupt the peaceful enjoyment of residential neighborhoods; and

WHEREAS, the presence of bed and breakfast inns in neighborhoods can also conflict with the intended residential use of these areas and undermine the City’s efforts to maintain a stable and consistent residential character throughout the community; and

WHEREAS, cities have a legitimate governmental interest in preserving the residential character of their neighborhoods and protecting against public nuisance activities; and

WHEREAS, Sections 20.100.060 and 20.105.020 of the Stanton Municipal Code (“SMC”) prohibit any use not listed as permitted within the SMC. Because short-term rentals are not expressly permitted in residential zones, such uses are currently prohibited; and

WHEREAS, in an effort to provide further clarity on this restriction, staff has

prepared an Zoning Code Amendment (Exhibit A) to amend Chapters 20.210 (Residential Zones), 20.215 (Commercial Zones), 20.220 (Industrial Zones), 20.225 (Special Purpose Zones), and 20.230 (Mixed-Use Overlay Zones) and adding Chapter 20.240 (Short-Term Rentals) to Title 20 (Zoning) of the SMC to prohibit short-term rentals in all zones within the City; and

WHEREAS, the City further desires to amend Chapters 20.210 (Residential Zones) and 20.230 (Mixed-Use Overlay Zones) of the SMC to prohibit bed and breakfast inns in all residential zones and mixed-use overlay zones throughout the City in order to further preserve the residential character of City neighborhoods; and

WHEREAS, in addition to addressing the negative secondary effects of these uses, the Zoning Code Amendments will also help increase housing inventory for long-term residents in the City during the statewide housing crisis; and

WHEREAS, on September 5, 2024, the City gave public notice that the Planning Commission would conduct a public hearing to consider Zoning Code Amendment ZCA 24-03 by posting the public notice at three public places including Stanton City Hall, the Post Office, and the Stanton Community Services Center, and publishing the notice in the Orange County Register on September 7, 2024, and the Planning Commission agenda was made available through the agenda posting process; and

WHEREAS, on September 18, 2024, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning amendments to Title 20 (Zoning) of the Stanton Municipal Code, provided comments on the amendments, and voted to continue the item to the meeting of October 2, 2024; and

WHEREAS, on October 2, 2024, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning amendments to Title 20 (Zoning) of the Stanton Municipal Code, provided comments on the amendments, and voted to forward the proposed ordinance to the City Council with a recommendation in favor of its adoption; and.

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

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF STANTON RESOLVES AS FOLLOWS:

SECTION 1. That the recitals set forth above are found to be true and correct and are incorporated herein by reference.

SECTION 2. The Planning Commission finds that the proposed actions are not subject to the California Environmental Quality Act (“Public Resources Code section 21000 et seq.) (“CEQA”) because they does not qualify as a “project” under CEQA. The

State CEQA Guidelines provide that “[a]n activity is not subject to CEQA if ... the activity is not a project as defined in Section 15378.” (State CEQA Guidelines, § 15060(c).) Here, the Zoning Code Amendments (“ZCA”) do not qualify as a “project” as defined in State CEQA Guidelines section 15378 for at least two different reasons: First, Section 15378 defines a project as an activity that “has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” (State CEQA Guidelines, § 15378(a).) The ZCA expressly clarifies and affirms that short-term rentals are prohibited in all zones. Similarly, the ZCA newly provides that bed and breakfast establishments are prohibited in residential and mixed use zones. These prohibitions will help address the current housing shortage in California by increasing the availability of housing stock for long-term residents. Such actions will not result in a direct or reasonably foreseeable indirect physical change in the environment. Accordingly, the ZCA is not a “project” subject to CEQA. (State CEQA Guidelines, § 15060(c).) Second, Section 15378 explicitly excludes from its definition of “project” the following: “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.” (State CEQA Guidelines, § 15378(b)(5).) The ZCA constitutes an organizational or administrative activity that will not result in a physical change in the environment, and it therefore is not subject to CEQA.

Even if the ZCA is considered a “project” subject to CEQA, it is categorically exempt pursuant to State CEQA Guidelines Section 15301 because it involves restrictions on short-term or vacation rental and bed and breakfast inns within existing private structures, with no expansion of existing or former use. In addition, the proposed ZCA is exempt from CEQA pursuant to the “common sense” exemption under CEQA Guidelines section 15061(b)(3), because there is no possibility that the ZCA might have a significant effect on the environment. The ZCA prohibit short-term rentals and bed and breakfast inns in specified zones to help address the current housing shortage in California by increasing the availability of housing stock for long-term residents.

Lastly, none of the exceptions to the use of categorical exemptions identified in State CEQA Guidelines section 15300.2 apply: there is no potential for cumulative impacts; there are no unusual circumstances that would have a significant impact on the environment due to the adoption of the ZCA; the ZCA would not negatively impact scenic resources within a duly designated scenic highway; there is no record of hazardous waste and the ZCA has no potential to impact historic resources. It is further recommended that the City Council direct staff to file a Notice of Exemption for this ZCA with the County Clerk and the State Clearinghouse in accordance with State CEQA Guidelines.

SECTION 3. Based on all the evidence in the record, the Planning Commission has determined that amending the SMC to expressly prohibit short-term or vacation rentals in all zones and bed and breakfast inns in residential and mixed-use overlay zones is necessary to preserve the residential character of City neighborhoods, mitigate the negative secondary effects caused by those uses, and increasing the housing inventory for long-term residents within the City. Furthermore, based on the evidence presented,

the Planning Commission finds that the proposed Zoning Code Amendments are appropriate for the following reasons:

1. Consistency with City's General Plan: The proposed Zoning Code Amendments are consistent with the City's General Plan, particularly in supporting the goals of maintaining a balanced mix of residential, commercial, and industrial uses (Goal LU-1.1) while preserving the character of the City's residential neighborhoods (Strategy LU-3.1.1). By expressly prohibiting short-term rentals throughout the City and bed and breakfast inns in residential and mixed-use overlay zones, the Amendments ensure compatibility between adjacent land uses (Goal CD-1.3). Additionally, the Amendments support Goal LU-6.1 by ensuring compliance with the City's land use code, which contributes to improving the overall character of the City's neighborhoods.
2. Adoption of Zoning Code Amendments Will Not be Detrimental to the Public Interest, Health, Safety, Convenience, or Welfare: The proposed Zoning Code Amendments will not be detrimental to the public health, safety, or welfare because they maintain the current zoning framework without introducing new uses or conditions that could pose risks. The express prohibition on short-term rentals also preserves the established residential character of certain areas of the City and avoids the introduction of transient activities in residential neighborhoods that could disrupt the existing community standards. Furthermore, by prohibiting bed and breakfast inns and similar transient lodging uses, the Amendments support the preservation and potential increase of housing inventory available for long-term residents to help address the ongoing housing shortage while ensuring the integrity and stability of communities throughout the City.
3. Consistency with Zoning Code: The Amendments are internally consistent with other provisions of the City's Zoning Code, as they reinforce existing regulations that prohibit incompatible uses in certain zones. By explicitly prohibiting short-term rentals throughout the City, the Amendment supports the Zoning Code's overall objective to maintain residential neighborhoods' character, stability, and quality throughout the City while reducing ambiguity that has led to disputes over zoning interpretations. The prohibition on bed and breakfast inns in residential and mixed-use overlay zones supports the Zoning Code's broader goal of balancing residential and non-residential uses, particularly in areas designed for long-term residential occupancy.

SECTION 4: The Planning Commission hereby recommends that the City Council approve and adopt Zoning Code Amendment ZCA 24-03 and Ordinance No. 1148, attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 5. The documents and materials associated with this Zoning Code Amendment that constitute the record of proceedings on which these findings are based

are located at 7800 Katella Avenue, Stanton, California 90680. The Director of Community and Economic Development is the custodian of the record of proceedings.

SECTION 6. This Resolution shall become effective upon its adoption. The Planning Secretary shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Planning Commission on the 2nd day of October 2024, by the following vote:

AYES: COMMISSIONERS: Adams, Ash

NOES: COMMISSIONERS: Frazier

ABSENT: COMMISSIONERS: Tran

ABSTAIN: COMMISSIONERS: _____

Original signed by Thomas Adams
Thomas Adams, Chairperson
Stanton Planning Commission

Original signed by Crystal Landavazo
Crystal Landavazo
Planning Commission Secretary

CITY OF STANTON

REPORT TO THE

CITY COUNCIL AND STANTON HOUSING AUTHORITY

TO: Honorable Mayor/Chairman and Members of the City Council/Authority Board

DATE: October 22, 2024

SUBJECT: **UPDATE TO CITY COUNCIL / AUTHORITY BOARD REGARDING *TINA PACIFIC RESIDENTS ASSOCIATION, ET AL. V. CITY OF STANTON***

REPORT IN BRIEF:

This is an update on the case, *Tina Pacific Residents Association, et al. v. City of Stanton*, which was initiated last year against the City by the Public Law Center and The Public Interest Law Project on behalf of the Kennedy Commission, as well as named and unnamed residents in the neighborhood (collectively, the “Public Law Center and the Kennedy Commission”). The City has prevailed twice in litigation against the Public Law Center and the Kennedy Commission, with the most recent victory issued by a court last week.

RECOMMENDED ACTION:

1. City Council / Authority Board in accordance with the requirements of the California Environmental Quality Act (CEQA), declare this item not subject to CEQA pursuant to Section 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. City Council / Authority Board receive and file.

BACKGROUND:

The litigation relates to the Tina Pacific Neighborhood, which is generally located in the northeast quadrant of the City, at the intersection of Magnolia and Pacific Aves. The site is approximately 10.27 acres, and includes 40 parcels, along with portions of two public streets and two public alleyways. Since 2010, the City’s former redevelopment agency, City, and Housing Authority have acquired 31 out of the 40 parcels, with the remaining nine parcels still privately owned. The City maintains its properties as a landlord, and no project has ever been developed at the site.

Public Law Center and Kennedy Commission Lawsuit

In March 2023, the Public Law Center and Kennedy Commission, with the help of a corporate law firm, sued the City, City departments, and its employees alleging that there is a “project” to develop the property. Therefore, they allege that the City must take certain actions, including adopting a relocation plan and replacement housing plan.

The City has challenged the Public Law Center and Kennedy Commission in court two times this year. The City won both times. In the most recent court opinion, the lawsuit was described as “unclear” and “confusing”. The court’s opinions are attached as Attachments “A” and “B”.

ANALYSIS AND JUSTIFICATION:

Following the Public Law Center and Kennedy Commission filing their suit, the City negotiated in good faith for 14 months toward a resolution that would satisfy both sides. However, litigation continues. It has derailed development negotiations between the City and potential affordable housing development partners. The potential project could have brought 108 new and high quality affordable homes to the neighborhood.

FISCAL IMPACT:

The Housing Authority has spent hundreds of thousands of dollars challenging this litigation. Such funds could have been used for the Tina Pacific neighborhood’s future redevelopment.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the California Environmental Quality Act (CEQA), this item is not subject to CEQA pursuant to Section 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment).

PUBLIC NOTIFICATION:

Public notification provided through the regular agenda process.

LEGAL REVIEW:

The City Attorney/Authority Counsel has prepared this update.

STRATEGIC PLAN OBJECTIVES ADDRESSED:

- Obj. No. 3: Provide a quality infrastructure.
- Obj. No. 5: Provide a high quality of life.
- Obj. No. 6: Maintain and promote a responsive, high-quality, and transparent government.

Prepared by: Hannah Shin-Heydorn, City Manager/Executive Director

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager/Executive Director

Attachments:

- A. June 14, 2024 Court Minute Order
- B. October 15, 2024 Court Minute Order

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN DIEGO
NORTH COUNTY

Attachment: A

Click here to return to the agenda.

MINUTE ORDER

DATE: 06/14/2024

TIME: 01:30:00 PM

DEPT: N-31

JUDICIAL OFFICER PRESIDING: Michael D Washington

CLERK: Rachel Mallari

REPORTER/ERM:

BAILIFF/COURT ATTENDANT:

CASE NO: **30-2023-01316300-CU-WM-CX**CASE INIT.DATE: 03/30/2023

CASE TITLE: **Tina-Pacific Residents Association et al. vs. City of Stanton [IMAGED]**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Writ of Mandate

EVENT TYPE: Demurrer / Motion to Strike

MOVING PARTY: Brandywine Acquisitions Group LLC

CAUSAL DOCUMENT/DATE FILED: Demurrer 06/14/2024, 02/28/2024

EVENT TYPE: Demurrer / Motion to Strike

MOVING PARTY: Hannah Shin-Heydorn, City of Stanton, Stanton Housing Authority, Stanton Community and Economic Development Department, City of Stanton, as Successor Agency to the former Stanton Redevelopment Agency, Stanton Housing Authority, as Successor Agency to the former Stanton Redevelopment Agency, Stanton City Council

CAUSAL DOCUMENT/DATE FILED: Demurrer, 02/23/2024

EVENT TYPE: Civil Case Management Conference

MOVING PARTY: Tina-Pacific Residents Association, Melina Bahena, The Kennedy Commission, Maria De Los Angeles Pineda

CAUSAL DOCUMENT/DATE FILED: Original Summons, 04/04/2023

APPEARANCES

Richard Walker, specially appearing for counsel Alfredo Amoedo, present for Petitioner(s).

Alexander M Brand, counsel, present for Respondent(s).

Ryan Davis, specially appearing for counsel Jason Moberly Caruso, present for Interested Party(s).

Kevin A Day, counsel, present for Interested Party(s).

Aryan Vahedy, for defendant City of Stanton, is present in person

The Court hears oral argument and confirms the tentative ruling as follows:

Clerical Issues re Pending Motions

Somewhat confusingly, there are two demurrers (one of which joins the other) and two additional joinders (both of which join the two demurrers) that appear to be pending in this case. Only the two demurrers are technically on-calendar, as it does not appear in the Court's electronic registration system that the parties that filed the two separate joinders actually obtained a hearing date to set their joinders

from the Calendar Clerk. (See San Diego Superior Court, Local Rule 2.1.19A.) To put a finer point on it, while the Court will generally allow parties to "join" motions filed by other parties without clearance from the Calendar Clerk *if those joinder motions are merely joinder motions and do not contain additional argument*, the two joinder motions brought by defendants C & C Development Co. LLC and National Community Renaissance of California go beyond these limitations, contain additional substantive argument, and thus required clearance from the Calendar Clerk to schedule. Nonetheless, the Court will exercise discretion and consider the two additional "joinder" motions.

Disposition

The *Demurrer and Joinder to Demurrer to First Amended Complaint* brought by defendant C & C Development Co. LLC (**C&C**) is **SUSTAINED as moot without leave to amend**.

The *Demurrer and Joinder to Demurrer to First Amended Complaint* brought by defendant National Community Renaissance of California (**NCRC**) is **SUSTAINED as moot without leave to amend**.

The *Demurrer to First Amended Complaint and Joinder* brought by real-party-in-interest Brandywine Acquisitions Group LLC (**Brandywine**) is **SUSTAINED as moot without leave to amend**.

The *Demurrer to First Amended Complaint* brought by defendants City of Stanton (the **City**), Hannah Shin-Heydorn (the **City Manager**), Stanton City Council (the **City Council**), Stanton Housing Authority (the **Housing Authority**), and Stanton Community and Economic Development Department (the **Development Department**) is **SUSTAINED with leave to amend**.

The time to amend or otherwise plead shall as set forth in California Rules of Court, 3.1320.

Request for Judicial Notice

The *Request for Judicial Notice* (ROA 34) brought by the City, City Manager, City Council, Housing Authority, and Development Department (collectively, the **City Entities**) is **GRANTED** pursuant to Evidence Code § 451, et seq.

The *Supplemental Request for Judicial Notice* (ROA 61), also brought by the City Entities, is **GRANTED** pursuant to Evidence Code § 451, et seq.

In granting both requests in their entirety, the Court is mindful that the existence and legal effect of the various city council meeting minutes is judicially noticeable, but that there are limits as far as taking judicial notice of the truth of facts contained or represented within those documents.

Merits of Motion – re Developer Entities

The set of instant motions are unusual in that the final page of the reply brief filed by the City Entities represents:

...the circumstances since that filing [referring to the filing of the original demurrer] in February of 2024 have drastically changed. To this end, the City would invite the Court to continue the hearing so this matter can be full[y] briefed. (ROA 60, p. 11:8-10.)

While the history of what has happened in this case – a case about redeveloping certain land within a municipality that previously was used to, at least in part, provide low-income housing – is vast. It spans back to about 2009 according to the briefing, and it involves a number of twist and turns with formal governmental steps being taken along the way to buy up properties in preparation to potentially sell

them to a developer. But the instant case was not filed back in 2009, and there do not appear to be any references to other litigation that may have been initiated along the long and winding path that has been taken in the effort to redevelop the property in question. The *focus*, or perhaps the "triggering event" that appears to have sparked the instant lawsuit is the entry into a formal agreement between the City and certain developer entities. That agreement is labeled an "Exclusive Negotiating Agreement" or **ENA**.

What makes the ENA somewhat unique in context is that it does not appear to be an agreement for formally do anything other than *negotiate* – albeit exclusively. In other words, the ENA is not a formal contract *to start any construction* or even to start other construction-related things like demolition. It is just an agreement that the City will cease negotiations with *other* potential developers so that it can work-out a deal with those developers who are parties to the ENA.

There is much discussion in the briefing about whether or not the ENA amounts to a "project." But there is also argument suggesting that whether or not an ENA is a "project" is not the key inquiry to be making. In other words, Petitioners' position is that tenants who live in low-income housing are entitled to certain statutory rights like help with relocating and/or priority in any new low-income units that are built and that those rights do not necessarily need to wait until a formal "project" is approved by a municipality. To that end, Petitioners appear to be seeking an order from this Court directing the City Entities to provide those various things that the statute requires for low-income tenants.

This raises a bit of an interesting question in terms of *when* the statutory rights that Petitioners are invoking get triggered. The City's position is that they do not get triggered until a formal "project" is approved, but Petitioners take the position that *entering into the ENA was enough* to trigger the statutory obligations. It is for this reason that the final page of the reply brief filed by the City Entities is both pertinent and unusual – it shifts the plate tectonics underneath the lawsuit by rendering the ENA issue *moot* using information that is judicially-noticeable.

Of course, it appears that the dissolving of the ENA occurred fairly recently such that it could only be introduced in the reply brief, and, as a general rule, moving parties are not permitted to raise new matter in a reply brief because it effectively denies the opposing party an opportunity to respond – though an exception exists when the new material did not exist or was only just discovered. As such, the new facts about the ENA being dissolved are permissible in a reply brief, but that leaves the briefing of the instant matter somewhat impotent as it does not address the current status of the case.

The Court further notes that the current status of the case is important here because of the *remedy* being sought by Petitioners. Petitioners do not appear to be seeking *money damages* via the instant lawsuit. They seek orders, injunctions, writs of mandate, and declarations – though they also appear to seek a few ancillary financial awards to cover their costs of suit and/or attorney fees.

Ultimately, even if the ENA was still in effect, the arguments by the developer entities – C&C, NCRC, and Brandywine (collectively, the **Developer Entities**) – are persuasive. First, the allegations that are made do not tie the Developer Entities to *the whole history* of displacement since 2009; rather, the nexus between the Developer Entities' role and the statutory obligations that exists with regard to relocating occupants of low-income housing is *the ENA*. Even if the ENA was still in effect, briefing invokes the "primary jurisdiction doctrine," which:

..."comes into play whenever enforcement of the [plaintiff's] claim requires the resolution of issues which, under a regulatory scheme, have been placed within the special competence of an administrative body; in such a case the judicial process is suspended pending referral of such issues to the administrative

body for its view." Blue Cross of California, Inc. v. Superior Court (2009) 180 Cal.App.4th 1237, 1260, quoting Farmers Ins. Exchange v. Superior Court (1992) 2 Cal.4th 377, 390.

Whether or not this precise doctrine applies, the point is well-taken that it is up to the *municipality* that is subject to the low-income housing relocation statutes to enforce those mechanisms. This Court can review the actions of the municipality via the writ of mandate procedure, but it is not for this Court to step into the proverbial shoes of the municipality.

It is understandable that, to the extent the municipality is alleged to have not been properly following the law or meeting its statutory obligations, there is some limited role in a case such as this one for naming the private party developers so that they can be enjoined from proceeding while any wrongdoing by the municipality is being litigated. As such, the Court does not necessarily fault Petitioners for the simple act of naming the Developer Entities; however, without a formal project or project approval in place *there is nothing to enjoin*. At best, it would appear that Petitioners can request an injunction *to stop the Developer Entities from engaging in further negotiations with the City Entities*. However, the act of *negotiating* is not what allegedly violates the low-income housing statutes – it is the acts of evicting, displacing, or relocating (as well as perhaps the *failure* to provide certain services or monies to low-income tenants when those processes are occurring) that allegedly violates the statutory provisions at issue. As such, even if the ENA were still in place and the Developer Entities were still actively negotiating with the City Entities, the claims against the Developer Entities would not be ripe because there is nothing to enjoin – other than negotiations, which do not violate the statutory provisions at issue.

For the foregoing reasons, the Court concludes that all of the demurrers (joined or otherwise) brought by the respective Developer Entities are meritorious. Additionally, as the ENA is not even in existence anymore, the Court concludes that leave to amend is unnecessary.

Merits of Motion – re City Entities

The claims with regard to the City Entities stand in somewhat different stead because, unlike the Developer Entities who would only be prohibitively enjoined from engaging in acts that violate the low-income housing statutes, the City Entities may have *affirmative duties* under the law. Indeed, the Prayer for Relief in Petitioners' *Complaint* requests, *inter alia*, that this Court "[c]ompel[] the Successor Agency and the Housing Authority to immediately adopt an adequate Replacement Housing Plan..." and "[c]ompel[] the Successor Agency and the Housing Authority to include the Replacement Housing Plan in the ENA." (*First Amended Complaint*, p. 21:13-19.) As such, the question remains whether the obligation to meet those duties has arisen within the context of the events that have occurred.

However, even as to this set of claims, the plate tectonics underneath the lawsuit have shifted a bit due to the recent dissolving of the ENA. There is some confusion between the briefing and the allegations on this point. Specifically, Petitioners make allegations that seek judicial determinations *directed toward the ENA*:

86. *Petitioners request declaratory relief determining that Respondents have not complied with the CRAA, and enjoining Respondents from implementing the ENA until such time as Responding Agency complies with the CRAA.*

92. *Petitioner request declaratory relief determining the Successor Agency and Housing Authority have not complied with the CRL and an order enjoining the Successor Agency and Housing Authority from implementing the ENA until such time as the Successor Agency and Housing Authority comply with the CRL.*

*Prayer for Relief... 1c. Compels the Successor Agency and the Housing Authority to include the Replacement Housing Plan **in the ENA.**"*

*Prayer for Relief... [seeking a declaration that] 2b. **By entering into the ENA**, Respondents have illegally used the Housing Asset Fund to develop market-rate housing, an impermissible administrative use of the Housing Asset Fund...*

(*First Amended Complaint*, ¶¶ 86, 92, and Prayer for Relief 1c and 2b (bold added).) However, despite this clear focus in the operative pleading, Petitioners argue in their opposition brief that:

*The ENA is simply circumstantial evidence that Defendants are engaged in activities related to the acquisition and development of property and may have plans related to that development that do not comply with the relevant statutes... Even if there was no ENA, Defendants would have still engaged in sufficient activities to trigger their statutory obligations. That is because, again, and as set forth in the operative pleadings, over the course of the last decade, Defendants have acquired 80 percent of the residences in the Tina-Pacific Neighborhood and engaged in a **variety of activities** that have displaced affected tenants. (ROA 57, p. 10:15-23 (bold added).)*

The heart of the present dispute about justiciability of the instant case (whether due to ripeness, mootness, or standing) seems to turn in no small part on *which* of those actions that are included under the umbrella-phrase "variety of activities" triggered the statutory obligations that Petitioners are now asking this Court to enforce or impose upon the City Entities. This problem creates significant confusion in both the briefing and the allegations in terms of locating a nexus between the particular activity that triggers one of the statutory obligations and then identifying *which* statutory obligation it triggers.

From reading the allegations and the Prayer for Relief, it appears that Petitioners are hinging much of their relief sought *on the ENA*, but their actual briefing backs away from this notion and focuses on the more nebulous "variety of activities." Importantly, the City Entities have raised "uncertainty" as a ground for demurrer, and, though operative pleading appears to have been drafted skillfully, it appears that some of the uncertainty may be by design. It appears to the Court that the dissolving of the ENA has the potential to resolve much of the confusion that results from the allegations as drafted. By removing the ENA from consideration, Petitioners will have to identify which specific actions in the "variety of activities" trigger specific statutory obligations – and, correspondingly, will have to request relief that has a nexus with the statutory obligation and the underlying unlawful activity.

With the above in mind, rather than taking the City Entities up on their invitation to request further briefing, the Court concludes that sustaining the demurrer *with leave to amend* on grounds of uncertainty is the better course of action, as it will provide Petitioners with an opportunity to "update" their allegations to account for the current status of things given that the ENA is no longer in effect and any request to use injunctive relief to modify it would be moot.

To be clear, the Court is not entirely convinced by the City Entities' argument that their statutory obligations do not get triggered unless and until a formal "project" is adopted by city officials. It is not lost on the Court that the picture Petitioners are painting is one in which local governmental officials may wish to circumvent the legal obligations that exist for the protection of low-income individuals under the California Relocation Assistance Act. It is also not lost on the Court that to effectuate such a purpose, there may be a deliberate strategy of waiting to formally approve a project only once all of the displacements have been handled by the municipality. Indeed, there is reference in the allegations and

briefing to the City Entities stopping accepting rent payments and deliberately allowing rental units to become uninhabitable in order to constructively evict certain tenants.

What is not as clear to the Court is where *other* remedies end and the remedy of a writ of mandate begins. In other words, if a municipality buys up land that has low-income housing, then lets that land go into disrepair and stops accepting rent checks – such actions would appear to be the subject of a civil lawsuit between a tenant and their landlord regarding habitability or regarding breach of the rental contract by not accepting rent payments. With that in mind, while Petitioners *paint a picture* that would appear to need a remedy – in that duplicitous actions to try to oust tenants *before* a formal project is approved appear to violate the *spirit* of the California Relocation Assistance Act – in seeking to locate where along the timeline of the notably lengthy development permitting and approval process the statutory obligations are triggered and begin to apply (and thus become enforceable via *writ of mandamus* and/or injunction) Petitioners appear to be on weaker footing. Indeed, the City Entities cite a provision of the statute that indicates that the statutory obligations are designed to be efficient and cost-effective – not necessarily onerous to the point of "chilling" development from occurring.

It is also for this reason that the Court notes a significant difference between certain of the Petitioners - a difference that, when not parsed-out in the pleadings, bolsters the confusion and uncertainty of the case. One set of Petitioners are *entities* – i.e. Tina-Pacific Residents Association and The Kennedy Commission. The other set of Petitioners are *individual tenants* – i.e. Melinda Bahena, Jennifer Bahena, and Maria de los Angeles Pineda. To the extent that the instant demurrers raise justiciability issues, these two different categories of petitioners appear to stand in very different stead. To the extent that the individual Petitioners actually live in a unit and are feeling the effects of the effort to relocate them *presently*, it would appear they might have standing to benefit from some sort of injunctive relief about their present case or controversy. However, with regard to the entity Petitioners, it appears that the raising of many years of alleged violations of the California Relocation Assistance Act may ring a bit hollow – and advisory. In other words, to the extent that *prior* tenants may have relocated in some fashion or other (whether voluntarily over the years, by a buyout by the municipal authorities, by constructive eviction, or by other means), it is not clear what standing the entity Petitioners have to assert claims on behalf of the former tenants, and is it not clear what *injunctive relief now* would do for those former tenants who have already left.

While the Court will grant leave to amend to all Petitioners, the Court emphasizes at this juncture that some of the confusion that relates to the uncertainty upon which the instant *Demurrer to First Amended Complaint* stems from the failure to clearly parse between those Petitioners who currently live in the units at issue and might benefit from certain injunctive relief as opposed to those entities who might be speaking for an entire "class" of tenants – some of whom have already been relocated and would not benefit from injunctive relief.

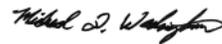
Finally, at the risk of citing statutory that can sometimes suggest bad faith or heavy-handedness (which the Court is *not* suggesting took place in the filing of the current pleading), the Court notes that certain obligations to be truthful come with the filing of legal pleadings. (See Code of Civil Procedure § 128.7.) There is, presently, an allegation in the operative pleading that: "Respondents have approved the Tina-Pacific project..." (*First Amended Complaint*, ¶ 98.) However, judicially-noticeable information indicates that no such project was approved; rather, the ENA – an agreement to exclusively negotiate – was put in place to potentially work toward the final approval of a project. On demurrer, the Court must take the allegations as true and must construe the facts liberally and indulge them in favor of the complaining party. However, with that in mind, Petitioners must take some care in making their amended allegations, as allegations that can be proven untrue via judicially-noticeable facts may fall within the

ambit of the "sham pleading" doctrine. (Weil and Brown, California Practice Guide: Civil Procedure Before Trial (The Rutter Group) § 6:648, citing Vallejo Develop. Co. v. Beck Develop. Co. (1994) 24 Cal.App.4th 929, 946, also citing State of Calif. ex rel. Metz v. CCC Information Services Inc. (2007) 149 Cal.App.4th 402, 412 ("The judge also has discretion to deny leave where the proposed amendment *omits or contradicts harmful facts* pleaded in the original pleading, absent a showing of mistake or other sufficient excuse for changing the facts. Without such a showing, the amended pleading may be treated as a sham.") (emphasis in original).) In other words, with it being known to all parties that the ENA has been dissolved recently (a fact that was not true at the time the original pleadings were drafted and filed), the Court would not anticipate seeing an allegation that the City Entities "have approved" a Tina-Pacific project unless either: (1) facts change in the present, or (2) Petitioners expect to make a good faith and colorable argument that even without a formal vote to "approve" a plan the City Entities' actions *amount to* project "approval" under the law even without a formal vote to approve. With this in mind, and with the changed landscape, an amended pleading may be able to resolve the uncertainty that exists within the four corners of the current *First Amended Complaint*.

Civil Case Management Conference is continued pursuant to Court's motion to 11/01/2024 at 01:30PM before Judge Michael D Washington.

Parties waive notice.

IT IS SO ORDERED.



Judge Michael D Washington

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN DIEGO**

MINUTE ORDER

DATE: 10/15/2024

TIME: 5:00 PM

DEPT:

JUDICIAL OFFICER: MICHAEL D. WASHINGTON

CLERK: R. Mallari

REPORTER/ERM: Not Reported

BAILIFF/COURT ATTENDANT:

CASE NO: **30-2023-01316300-CU-WM-CXC** CASE INIT.DATE: 03/30/2023

CASE TITLE: **Tina-Pacific Residents Association et al. vs. City of Stanton [IMAGED]**

CASE CATEGORY: Civil CASE TYPE: (U)Writ of Mandate: Writ of Mandamus - Other

HEARING TYPE: Ex Parte

MOVING PARTY:

APPEARANCES

The Court having taken this matter under submission on October 4, 2024, now rules as follows:

The *Demurrer to Second Amended Verified Petition* brought by defendants/respondents the City of Stanton, the Stanton City Council, Hannah Shin-Heydorn, the Stanton Housing Authority, and the Stanton Community and Economic Development Department (collectively, the **City**) is **SUSTAINED with leave to amend.**

As this case contains some complexity, and as one of the issues with the pleadings is a lack of clarity and certainty, petitioners Tina-Pacific Residents Association, the Kennedy Commission, Melina Bahena, Maria de los Angeles Pineda, and Jennifer Bahena (collectively, **Petitioners**) shall have 30 days leave to amend in order to make meaningful, quality changes to their allegations.

Requests for Judicial Notice

The respective *Requests for Judicial Notice* brought by both parties are **GRANTED** pursuant to Evidence Code § 451, et seq.

Background and Procedural History

This case pertains to a series of residential properties located in the City of Stanton, which is located in Orange County, California. The specific properties are referenced collectively as the "Tina Pacific" neighborhood or community. The neighborhood consists of 40 four-plex

units. It was built in 1963. It seems to be relatively undisputed that the Tina-Pacific neighborhood has deteriorated, such that it now has high crime and dilapidated conditions.

It appears that the City (which is a slight oversimplification for purposes of the instant motion) began efforts to address this deterioration on or around 2010. To that end, it appears that the City has bought-up about 31 of the 40 four-plex units. The allegations of the *Second Amended Complaint* go into some detail about how these properties were obtained—many in the time frame between 2010 and 2012.

There are other allegations in the operative petition about the City's efforts to provide relocation services to various residents and to subsequent purchases made in or around 2019 and 2020. There are also allegations that the City, in its capacity as owner and landlord, did not make efforts to keep the properties it owned within the Tina-Pacific neighborhood habitable. Indulging the allegations in favor of Petitioners, which is appropriate to do on demurrer, it certainly appears from the allegations that the City may have been engaged in efforts to *constructively* evict tenants by making the properties uninhabitable.

Ultimately, it is alleged that the City (again, an oversimplification as it seems that this particular act may have been done by the Stanton Housing Authority) filed unlawful detainer proceedings against residents Javier Ramirez, Melina Bahena, Maria de los Angeles Pineda, and Jennifer Bahena in March of 2023.

Previously, it was also alleged that the City had entered into an "Exclusive Negotiating Agreement" or "ENA" with certain developers. At a prior demurrer hearing in this case, the question was put in issue whether an agreement to exclusively negotiate constituted a "project" for purposes of triggering obligations under various housing relocation assistance laws. However, the ENA was dissolved prior to the hearing on that demurrer, rendering its potential to trigger housing relocation assistance laws moot.

At that prior demurrer hearing in this case, this Court provided the following guidance:

The heart of the present dispute about justiciability of the instant case (whether due to ripeness, mootness, or standing) seems to turn in no small part on *which* of those actions that are included under the umbrella-phrase 'variety of activities' triggered the statutory obligations that Petitioners are now asking this Court to enforce or impose upon the City Entities. This problem creates significant confusion in both the briefing and the allegations in terms of locating a **nexus** between the particular activity that triggers one of the statutory obligations and then identifying *which* statutory obligation it triggers.

... Petitioners will have to identify which specific actions in the 'variety of activities' trigger specific statutory obligations – and, correspondingly, will have to request relief that has a nexus with the statutory obligation and the underlying unlawful activity. (ROA 68 (bold added).)

Petitioners have now filed a *Second Amended Petition* and the City again demurs.

Merits of Motion

As this Court previously indicated, Petitioners need to identify which specific actions trigger specific statutory obligations—as well as what relief goes along with those violations. This Court’s previous ruling described this as a “nexus” between these items. This notion of a nexus finds its root in binding California authority: “It is the **causal connection** between the acquisition and the displacement which brings into play the provisions of the Act and the Guidelines.” (*Stephens v. Perry* (1982) 134 Cal.App.3d 748, 755 (emphasis added).)

Much of the briefing brought by the parties focuses on the lack of a formal “project” having been adopted by the City Council. In arguing this matter, the parties cite the cases of *Price v. City of Stockton* (2004) 390 F.3d 1105 (**Price**) and *Stephens v. Perry* (1982) 134 Cal.App.3d 748 (**Stephens**) (which, in turn, cites *Superior Strut & Hanger Co. v. Port of Oakland* (1977) 72 Cal.App.3d 987 (**Superior Strut**) to address the question of when the housing relocation assistance laws get triggered. However, all of the cases cited by the parties are distinguishable from the instant case. *Stephens*, though a California decision, involved the reversion of a “Master Lease,” which is not the situation here. *Superior Strut*, also a California decision, appears to have involved a claim for *damages* rather than a claim for writ relief, which is the *sole* remedy the Petitioners seek here. *Price*, which is not a California decision, specifically declined to consider California housing relocation assistance laws and instead relied entirely on federal law.

What is unique about *Superior Strut* and *Price* is that they sought *damages*—something the Petitioners do not seek in the instant case. In fact, the issue of whether a private right of action for damages existed under federal law was the bulk of the legal analysis that the *Price* court addressed in its opinion. It is the mismatch between the underlying acts that allegedly violated the law and the remedies being sought for those violations that creates some of lack of clarity in this case, and the remedies at issue in *Superior Strut* and *Price* highlight this. In this regard, *Stephens* is the more applicable authority, but it is *Stephens* that places emphasis on the nexus or “causal connection” between the acquisition and the displacement. *Stephens* noted that “in the case at bench, the plaintiffs are not being displaced as a result of the acquisition of real property for a public use or a written order to vacate by a public entity for a public use but rather are being displaced as the result of the termination of the lessor-sublessee relationship (i.e., expiration of the master lease).” (*Stephens*, supra, 134 Cal.App.3d 748, 756 (underline added).) Admittedly, the nature of the relationships at issue in this case are a bit distinguishable from *Stephens* if certain tenants remained on the premises and continued to lease their properties. But, the City’s larger point that under *Stephens* if it allows the parties to move out of their own accord rather than taking actions to evict them, then the “displacement” does not have a causal connection to the “acquisition.”

One of the more significant challenges of the instant case is that Petitioners seem to be purporting to speak for a number of different former tenants. Paragraph 107 of the *Second Amended Petition* reads:

From 2009 to the present, Respondents have collectively engaged in property acquisition, demolition, code enforcement, rehabilitation, and other displacing activities in furtherance of the Tina-Pacific Project, **all of which** demonstrate their obligation to adopt and the Residents’ need for a relocation plan under the CRAA. (ROA 70, ¶ 107 (emphasis added).)

The *Second Amended Petition* also reads:

Prior to the acquisition of real property with redevelopment funds and with the intent to redevelop the property that will result in the loss of low-income housing and that will result in displacement, a jurisdiction is obligated to adopt a housing replacement plan. ***This obligation was triggered for Respondents in 2009 and 2010 when they began negotiations*** to acquire the Properties. However, the Successor Agency, Housing Authority, and City Council failed to adopt a Replacement Housing Plan prior to the execution of an agreement to acquire real property that would lead to the removal of low-income housing from the housing market and have failed and continue to fail to make a draft Replacement Housing Plan available for public review and have therefore failed to comply with the CRL. (ROA 70, ¶ 116 (emphasis added).)

The Petitioners consist of an advocacy group (the Kennedy Association), an association of the current residents of Tina-Pacific (the Tina-Pacific Residents Association), and three individual tenants (Melina Bahena, Jennifer Bahena, and Maria de los Angeles Pineda). The individual petitioners allege that they have been the target of eviction proceedings. *That* seems like “displacement”—the kind of “displacement” that may have a nexus with the underlying “acquisition” of their property. What is unclear, however, is that that kind of displacement entitles them to a *writ* compelling the City to adopt a relocation assistance plan. A footnote in the *Stephens* case is somewhat instructive:

This appeal was noticed on February 26, 1981, and on that date, the District directors met and voted to institute eviction proceedings against all persons residing in the Park. On April 9, 1981, the California Supreme Court issued a writ of supersedeas to preclude such action against Stephens who still resided in the Park. Estalio having moved after the summary judgment issued. Stephens subsequently sold his mobilehome and moved to Lancaster. (*Stephens*, supra, 134 Cal.App.3d 748, fn. 1.)

The point in *Stephens* seems to have been that those tenants who were in the process of being displaced via eviction proceedings had *legal recourse* to stop the displacement in the eviction proceedings. The allegations of the instant *Second Amended Petition* indicate that:

On March 13, 2023, the Housing Authority filed an unlawful detainer action against Javier Ramirez; Melina Bahena; Maria De Los Angeles Pineda; Jennifer Bahena; and Does 1 to 10 Inclusive (Case No.: 30-2023-013103034-CL-UD-CJC). (*Second Amended Petition*, ¶ 80.)

To the extent that the individual defendants (and Javier Ramirez, who may be a member of the Tina-Pacific Residents Association) have not been evicted, it does not yet appear that they have been “displaced.”

Ultimately, there are many different aspects to this case that make it difficult to understand, with clarity, what the Petitioners are alleging. There appear to have been numerous different acts to acquire various properties in the Tina-Pacific neighborhood—some as far back as 2009. Petitioners seem to acknowledge some sort of four-year statute of limitations in that their Prayer for Relief seeks, *inter alia*, a

declaration that the City “has not properly replaced **within four years** any units demolished or removed from the housing market according to Health & Safety Code section 33400 *et seq.*” (*Second Amended Petition*, p. 35:22-24 (emphasis added).) As such, Petitioners do not appear to be seeking relief based upon displacements that took place back in 2009. Herein lies the challenge of the instant *Second Amended Petition*: there is a mismatch in terms of stating a clear cause of action between: (1) the acquisition and/or displacement, (2) the statute being violated, and (3) the remedy being sought. This is, in many ways, due to the *global* approach of the allegations, which seek the remedy of forcing the City to adopt a formal relocation assistance plan rather than focusing “as applied” on the specific individuals who have been displaced.

It appears that several previous residents have been “displaced” in that they have moved away for one reason or another—some many years ago. The claims being made Petitioners now are so broad that it appears that even those prior tenants are being invoked. But tenants who left voluntarily many years ago do not seem to have a cause of action under *Stephens*, and, even if they did, it appears that that cause of action might be for monetary compensation rather than for the injunctive or writ relief of forcing the City to adopt a plan. The tenants who are currently living there seem to still be living on the premises such that they have not been “displaced” as of the filing of the *Second Amended Petition*. While they may have affirmative defenses to bring in the unlawful detainer proceeding to stop the eviction based upon the housing relocation assistance laws, or may have a cause of action for monetary damages (as in *Superior Strut* and *Price*) to assist with their relocation costs, they do not seem to have a basis for seeking *writ* relief or *injunctive* or *declaratory* relief to force the City to adopt an entire plan as to all relocations—which is the *only* relief they are presently seeking.

To the City’s point, they have not formally approved or adopted a redevelopment “plan” or “project.” Though the allegations reference a variety of votes that have been taken by the City Council, the causal nexus between those votes and the displacement at issue is unclear and uncertain—and the City has demurred on grounds of uncertainty. The Court is mindful that uncertainty is a ground for demurrer that is somewhat disfavored and “seldom sustained.” (Weil and Brown, *Cal. Prac. Guide: Civ. Proc. Before Trial* (The Rutter Group 2024) § 7:84-86.) This ground is often at its strongest against pro per litigants or those who make allegations that can be characterized as nonsensical, as ambiguity in allegations that may be poor but are otherwise comprehensible can be cleared up via the civil process of conducting discovery. The instant case stands as a bit of an outlier from that more common scenario. Here, Petitioners are represented by high quality counsel and the allegations, though somewhat voluminous, have a narrative cogency. The uncertainty in this case, however, strikes the Court as more artful or deliberate—designed to generalize so that the opposing party cannot “pin down” each of the pathways to the relief being sought. This was true with the prior demurrer where Petitioners used the phrase “variety of activities” (which the Court then framed as an “umbrella-phrase”) to cover anything that may have triggered various statutory obligations. (ROA 68.) Even the causes of action, as alleged, are somewhat confusing. Two causes of action cite Health & Safety Code § 33413.5 (the Second and Third Causes of Action), but is not clear how the two causes of action are different. One specifies that it is for writ relief, so presumably that means the other is for declaratory and injunctive relief, but those, too, are separate causes of action under the *Fourth* Cause of Action.

This Court is mindful that uncertainty is a disfavored ground for sustaining a demurrer. The Court is also mindful that leave to amend is routinely granted in order to provide a complaining party with an opportunity to clear-up any defects in the pleadings. The problem in this case, however, is that the Court previously gave very clear guidance that:

... **Petitioners will have to identify which specific actions in the ‘variety of activities’ trigger specific statutory obligations – and, correspondingly, will have to request relief that has a nexus with the statutory obligation and the underlying unlawful activity.** (ROA 68 (bold added).)

Despite having been given an opportunity to do so, Petitioners have not *cleared up* their allegations by clearly linking specific acquisitions, to specific displacement, to the specific statute that that acquisition and displacement violate, to the remedy that that statute allows. Because Petitioners are represented by skilled counsel, it appears that the failure to provide this clear linkage is less a matter of *inability* and more a matter of *tactical choice*. In other words, the City’s arguments about when the triggering event occurs that would warrant adoption of a formal housing relocation assistance plan is well-taken and because it is well-taken Petitioners appear to need to continue to reference *many* actions rather than specifying the one triggering event.

...the trial court [has] no obligation to undertake its own search of the record ‘backwards and forwards to try to figure out how the law applies to the facts’ of the case. (*Quantum Cooking Concepts, Inc. v. LV Associates, Inc.* (2011) 197 Cal.App.4th 927, 964.)

Though the *Quantum Cooking* quote above is from a different contextual scenario, the point is apt. Petitioners need to make clear the entire thread of the cause of action they are alleging. Instead, Petitioners’ current allegation read more like: there have been many acts of acquisition over the years, and as a result of those acquisitions and a failure to maintain the respective properties many tenants have been displaced over the years at various times by self-evicting themselves, the governmental entities are now trying to use legal proceedings to evict a small subset of those tenants, and, as a result, the Court should issue a writ of mandate directing the City Council to adopt a housing relocation plan even though the City has not formally approved any development project for the larger development (i.e. the entire Tina-Pacific neighborhood).

Prior to the hearing on this matter, the Court tentatively ruled that: (1) Petitioners have had an opportunity to make this amendment and have failed to do so, and (2) because the unwillingness to do so appears to be deliberate, a cautious exercise of discretion to deny leave to amend is appropriate—particularly being mindful of the fact that the sustaining of the demurrer on grounds that deal with ripeness means the Petitioners may have another chance to re-file if the City ever does approve a formal redevelopment project, and, in the meantime, that the individual Petitioners have access to raising affirmative defense to any eviction proceedings against them—or potentially to seeking money damages if they are evicted.

Nonetheless, at the hearing on this matter Petitioners made strenuous argument requesting leave to amend. While the Court remains of the opinion that the circumstances here do justify sustaining the demurrer *without* leave to amend, in deference to the extreme liberality of pleading under California law, the Court grants Petitioners leave to amend—with all the admonitions of the previous ruling that any amendment should put Petitioners’ best foot forward and substantively address the concerns raised in the demurring papers, only heightened.

Michael D. Washington

Judge Michael D. Washington