



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, September 11, 2018 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

**Mel Carruth, Mayor
Janine Heft, Council Member**

**Dore J. Gilbert, M.D. Mayor Pro Tempore
Don Sedgwick, Council Member**

Location: City Council Chamber, 24035 El Toro Road, Laguna Hills, CA 92653

Any person wishing to address the City Council/Planning Agency on any matter, whether or not it appears on this Agenda, is asked to complete a pink "Request to Speak" form available on the table at the back of the Chamber. The completed form is to be submitted to the City Clerk prior to an individual being heard by the City Council/Planning Agency. Completion of the form is voluntary. All persons may attend the meeting regardless of whether this form is completed.

Members of the public wishing to address the City Council can do so during the Public Comments portion of the Agenda with a time limitation of three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes for Public Comments. If you are commenting on an Agenda item, your comments will be heard at the time that item is scheduled on the Agenda. If you are addressing the City Council on an item not listed on the Agenda, the City Council is prohibited by law from discussing or taking any action on that item.

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

Resolution No. 96-04-09-1 established rules of decorum for public meetings held by the City of Laguna Hills. Resolution No. 96-04-09-1 is available on the table at the back of the City Council Chamber.

PLEDGE OF ALLEGIANCE: MAYOR PRO TEMPORE GILBERT

ROLL CALL OF CITY COUNCIL MEMBERS

1. PRESENTATIONS AND PROCLAMATIONS**1.1 Fire Prevention Week, October 7, 2018, through October 13, 2018**

Recommendation: That the City Council issue a Proclamation declaring October 7, 2018, through October 13, 2018, as "Fire Prevention Week" and that Mayor Carruth present the Proclamation to Michael Contreras, Division Chief, Orange County Fire Authority .

1.2 Appointment of Laguna Hills High School Student Liaison Julia Moon and Alternate Theodore Schweizer for the 2018 Fall Semester

Recommendation: That Mayor Carruth present Certificates of Appointment to Student Liaison Julia Moon and Student Liaison Alternate Theodore Schweizer.

1.3 Laguna Hills High School Student Liaison

Recommendation: That the City Council receive an oral report from Laguna Hills High School Student Liaison Julia Moon.

2. PUBLIC COMMENTS

This is the time to address the City Council on any matter not listed on this Agenda that is within the subject matter jurisdiction of the City Council. Public Comments are limited to three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes.

3. CONSENT CALENDAR

All matters listed under "CONSENT CALENDAR" are considered to be routine and will be enacted by one motion approving the recommendation listed on the Agenda. There will be no separate discussion unless Members of the City Council or Staff request specific items be removed from the Consent Calendar.

3.1 Waive Reading in Full of all Ordinances and Resolutions on the Agenda

Recommendation: That the City Council waive reading in full of all ordinances and resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

3.2 Approval of Minutes for August 28, 2018, Regular Meeting

Recommendation: That the City Council approve the Minutes for the August 28, 2018, Regular Meeting.

3.3 Approval of Warrant Register for the September 11, 2018, Regular Meeting

Recommendation: That the City Council approve the Warrant Register in the amount of \$233,423.65.

3.4 Second Reading & Adoption of Proposed Ordinance Amending Title 1 (General Provisions) of the Laguna Hills Municipal Code to Adopt New Chapter 1-36 and Amending Chapter 1-32 (General Penalty) to Adopt New Section 1-32.060 to Enact an Administrative Citation Program

Recommendation: That the City Council adopt an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, amending Title 1 (General Provisions) of the Laguna Hills Municipal Code to adopt new Chapter 1-36 and amending Chapter 1-32 (General Penalty) to adopt new Section 1-32.060 to enact an Administrative Citation Program."

3.5 Second Reading & Adoption of Proposed Ordinance Amending Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Updating Chapter 9-56 (Animal Regulations) to Ensure Consistency with Title 13 (Animals)

Recommendation: That the City Council adopt an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, adopting Zoning Text Amendment No. 2-17-3777, an amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, updating Chapter 9-56 (Animal Regulations) to ensure consistency with Title 13 (Animals)."

3.6 Approval of the Plans and Specifications and Authorization of Advertisement for Bids for Tenant and Site Improvements at 24031 El Toro Road, Suite 160, Laguna Hills Civic Center

Recommendation: That the City Council approve the plans and specifications and authorize the advertisement for bids for Tenant and Site Improvements at 24031 El Toro Road, Suite 160, Laguna Hills Civic Center.

3.7 Award of Professional Services Agreements for On-Call CEQA Consultants to Placeworks, ICF, and Dudek

Recommendation: That the City Council approve the Award of Professional Services Agreements for On-Call CEQA Consultants to PlaceWorks, ICF, and Dudek, and authorize the City Manager to execute the Agreements.

3.8 Five Year Event Management Agreement with Renegade Racing for the 2019-2023 Race Events

Recommendation: That the City Council approve the Event Management Professional Services Agreement between Make-U-Fit Productions, LLC, dba Renegade Racing, and the City of Laguna Hills for event management services for the 2019-2023 Memorial Day Race events and authorize the City Manager to execute the Agreement.

ITEMS REMOVED FROM THE CONSENT CALENDAR

4. PLANNING AGENCY

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

4.2. PUBLIC COMMENTS

This is the time to address the Planning Agency on any matter not listed on this Agenda that is within the subject matter jurisdiction of the Planning Agency. Public Comments are limited to three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes.

4.3. APPROVAL OF MINUTES FOR AUGUST 28, 2018, REGULAR MEETING

4.3.1 Approval of Minutes for August 28, 2018, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the August 28, 2018, Regular Meeting.

4.4. ADMINISTRATIVE REPORTS

4.5. PLANNING AGENCY PUBLIC HEARINGS

4.5.1 Conditional Use Permit (CUP) No. 5-18-4210, a Request by Ericsson Inc., on Behalf of AT&T, to Construct and Operate a New Small Cell Communication Facility Constructed on a Southern California Edison Streetlight Standard in the Public Right-Of-Way Located

**Along the West Side of Del Lago Drive Approximately 243 Feet
Southerly of Lake Forest Drive.**

Recommendation: That the Planning Agency: (1) Conduct a Public Hearing for CUP No. 5-18-4210; and (2) Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit (CUP) No. 5-18-4210, a request by Ericsson Inc., on behalf of AT&T, to construct and operate a new small cell communication facility constructed on a Southern California Edison streetlight standard in the public right-of-way located on the west side of Del Lago Drive approximately 243 feet southerly of Lake Forest Drive.

PLANNING AGENCY ADJOURNMENT

5. CITY COUNCIL PUBLIC HEARINGS

6. ADMINISTRATIVE REPORTS

6.1. City Manager

6.2. Community Development Director

6.2.1 Approval of a Resolution Establishing and Adopting Fines and Penalties for Administrative Citations

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, establishing and adopting administrative citation fines and penalties."

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

8. CITY COUNCIL MEMBER COMMENTS

ADJOURNMENT

The next Regular Meeting of the City Council/Planning Agency will be October 9, 2018, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by September 7, 2018, at 5:00 pm.



City Clerk

September 7, 2018

Date

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the office of the City Clerk at (949) 707-2635. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 24035 El Toro Road, Laguna Hills, California, during normal business hours.

City Council Members receive no additional compensation or stipend as a result of simultaneously convening meetings of the Laguna Hills Planning Agency.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 11, 2018
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Fire Prevention Week, October 7, 2018, through October 13, 2018

RECOMMENDATION: That the City Council issue a Proclamation declaring October 7, 2018, through October 13, 2018, as "Fire Prevention Week" and that Mayor Carruth present the Proclamation to Michael Contreras, Division Chief, Orange County Fire Authority .

SUMMARY:

The Orange County Fire Authority (OCFA) has requested that the City of Laguna Hills proclaim October 7, 2018, through October 13, 2018, as "Fire Prevention Week." This year's theme, "Look. Listen. Learn. Be Aware. Fire can happen anywhere," effectively serves to educate the public about three basic steps to reduce the likelihood of fire and how to safely escape in the event of one.

ATTACHMENTS:

- Proclamation



CITY OF LAGUNA HILLS

PROCLAMATION

FIRE PREVENTION WEEK

OCTOBER 7, 2018, THROUGH OCTOBER 13, 2018

WHEREAS, *fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and*

WHEREAS, *U.S. fire departments respond to an estimated average of 358,500 home fires per year resulting in an annual average of 2,510 civilian fire deaths; and*

WHEREAS, *newer homes are built with lightweight materials that burn faster than older home constructions, with many of today's products and furnishings producing toxic gases and smoke when burned, making it impossible to see and breathe within moments; and*

WHEREAS, *these conditions contribute to a much smaller window of time for people to escape a home fire safely, with people having as little as one to two minutes to escape from the time the smoke alarm sounds; and*

WHEREAS, *Orange County residents are responsive to public education and outreach measures and can take personal steps to increase their safety from fire, especially in their homes; and*

WHEREAS, *the 2018 Fire Prevention Week theme, "Look. Listen. Learn. Be aware. Fire can happen anywhere," effectively serves to educate the public about three basic steps to reduce the likelihood of fire and how to safely escape in the event of one; and*

WHEREAS, *the three basic steps are: look for and address any potential fire hazards in the home; listen for the sound of the smoke alarm and go to your outside meeting place a safe distance away from the home; and learn two ways out of every room making sure all doors and windows leading outside open easily and are free of clutter; and*

WHEREAS, *taking steps to reduce the likelihood of fire and creating a home fire escape plan provide the skill set and know-how to quickly and safely escape a home fire situation.*

NOW, THEREFORE, I, Melody Carruth, Mayor, on behalf of the City Council of the City of Laguna Hills, California, do hereby proclaim the week of October 7, 2018, through October 13, 2018, as "Fire Prevention Week" throughout the City and urge everyone to develop a home fire escape plan with all members of the household and practice it twice a year, and to support the many public safety activities and efforts of the Orange County Fire Authority's fire and emergency services.

Dated this 11th day of September 2018.

MELODY CARRUTH, MAYOR



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 11, 2018
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Appointment of Laguna Hills High School Student Liaison Julia Moon and Alternate Theodore Schweizer for the 2018 Fall Semester

RECOMMENDATION: That Mayor Carruth present Certificates of Appointment to Student Liaison Julia Moon and Student Liaison Alternate Theodore Schweizer.

SUMMARY:

The City of Laguna Hills and Laguna Hills High School established a Student Liaison Program to create a direct link between the High School and the City Council. Julia Moon and Theodore Schweizer were selected to serve as the fall 2018 Student Liaison and Alternate. The Deputy City Manager/City Clerk met with Julia Moon and Theodore Schweizer prior to this meeting to administer the Oath of Office.

ATTACHMENTS:

- Certificates of Appointment



CITY OF LAGUNA HILLS

CERTIFICATE OF APPOINTMENT

be it known that

JULIA MOON

*on September 11, 2018, took the
Oath of Office
and on this date began serving as the*

STUDENT LIAISON

for the City of Laguna Hills

Dated this 11th day of September 2018.

MELODY CARRUTH, MAYOR



CITY OF LAGUNA HILLS

CERTIFICATE OF APPOINTMENT

be it known that

THEODORE SCHWEIZER

*on September 11, 2018, took the
Oath of Office
and on this date began serving as the*

STUDENT LIAISON ALTERNATE

for the City of Laguna Hills

Dated this 11th day of September 2018.

MELODY CARRUTH, MAYOR



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 11, 2018
TO: Mayor and Council Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for August 28, 2018, Regular Meeting

RECOMMENDATION: That the City Council approve the Minutes for the August 28, 2018, Regular Meeting.

ATTACHMENTS:

- 180828 CC Minutes

**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY**

**REGULAR MEETING
MINUTES
Tuesday, August 28, 2018**

CLOSED SESSION - CONVENING AT 6:00 PM

CALL TO ORDER

The meeting was called to order at 6:00 p.m. by Mayor Carruth.

ROLL CALL OF CITY COUNCIL MEMBERS

Attendee Name	Title	Status	Arrived
Mel Carruth	Mayor	Present	
Dore J. Gilbert, M.D.	Mayor Pro Tempore	Present	
Janine Heft	Council Member	Present	
Don Sedgwick	Council Member	Present	

ANNOUNCEMENT OF CLOSED SESSION ITEM(S)

A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: (1 potential case).

PUBLIC COMMENT ON CLOSED SESSION ITEM(S)

There were no Public Comments on Closed Session Item(s).

ADJOURN TO CITY COUNCIL CONFERENCE ROOM

CONVENE INTO CLOSED SESSION

The City Council convened into Closed Session to consider the matter(s) listed above.

RECONVENE TO CITY COUNCIL CHAMBER

RECESS

GENERAL BUSINESS - CONVENING AT 7:00 PM**CALL TO ORDER**

The meeting was called to order at 7:00 p.m. by Mayor Carruth.

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER SEDGWICK**ROLL CALL OF CITY COUNCIL MEMBERS**

Attendee Name	Title	Status	Arrived
Mel Carruth	Mayor	Present	
Dore J. Gilbert, M.D.	Mayor Pro Tempore	Present	
Janine Heft	Council Member	Present	
Don Sedgwick	Council Member	Present	

CLOSED SESSION REPORT**A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Pursuant to Government Code Section 54956.9

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: (1 potential case).

City Attorney Simonian stated that the City Council met in Closed Session this evening pursuant to the authority listed on the Agenda. No reportable action was taken as a result of tonight's Closed Session meeting.

1. PRESENTATIONS AND PROCLAMATIONS**1.1 Ten Year Anniversary Award**

Recommendation: Mayor Carruth recognized Melissa Au-Yeung, Deputy City Manager, for Ten Years of Service to the City of Laguna Hills and presented a Certificate of Recognition to Ms. Au-Yeung.

2. PUBLIC COMMENTS

Mike Reagan, a resident of Laguna Hills, spoke regarding the need for a sound wall due to the expansion of the I-5 Freeway.

3. CONSENT CALENDAR

Motion to approve the Consent Calendar, with Council Member Sedgwick removing Item No. 3.11.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Mayor Pro Tempore
SECONDER:	Janine Heft, Council Member
AYES:	Mel Carruth, Mayor; Dore J. Gilbert, M.D., Mayor Pro Tempore; Janine Heft, Council Member; Don Sedgwick, Council Member

3.1 Waive Reading in Full of all Ordinances and Resolutions on the Agenda

Recommendation: That the City Council waive reading in full of all ordinances and resolutions on the agenda and declare that said titles which appear on the public agenda shall be determined to have been read by title and further reading waived.

3.2 Approval of Minutes for July 10, 2018, Regular Meeting

Recommendation: That the City Council approve the Minutes for the July 10, 2018, Regular Meeting.

3.3 Approval of Warrant Register for the August 28, 2018, Regular Meeting

Recommendation: That the City Council approve the Warrant Register in the amount of \$3,530,019.48.

3.4 Adoption of Fiscal Year 2018/2019 Civic Center Budget

Recommendation: That the City Council approve and adopt the Fiscal Year 2018/2019 Civic Center Budget.

3.5 Records Retention Management

Recommendation: That the City Council adopt Resolution No. 2018-08-28-1: "A Resolution of the City Council of the City of Laguna Hills, California, authorizing and directing the City Clerk to dispose of certain City records in accordance with the City's Record Retention Schedule."

3.6 Second Reading & Adoption of Proposed Ordinance Amending and Restating Chapter 5-48 (Construction and Demolition Waste Recycling Program) of the Laguna Hills Municipal Code Relating to the City's Construction and Demolition Waste Recycling Program

Recommendation: That the City Council adopt Ordinance No. 2018-4: "An Ordinance of the City of Laguna Hills, California, Amending and Restating Chapter 5-48 (Construction and Demolition Waste Recycling Program) of Title 5 (Health and Sanitation) of the Laguna Hills Municipal Code Relating to the City's Construction and Demolition Waste Recycling Program."

3.7 Agreement with Age Well Senior Services, Inc. for Community Development Block Grant Funds for FY 2018-2019 for Public Facilities and Improvements

Recommendation: That the City Council approve the Agreement between Age Well Senior Services, Inc. and the City of Laguna Hills for Community Development Block Grant Funds for FY 2018-2019 and authorize the City Manager to execute the Agreement.

3.8 Approval of Cooperative Agreement MA-080-18011416 to Fund Total Maximum Daily Load (TMDL) Studies in the Newport Bay Watershed

Recommendation: That the City Council: (1) Approve Agreement MA-080-18011416 with the County of Orange, Cooperative Agreement to fund Total Maximum Daily Load Programs and related activities in the Newport Bay Watershed, and (2) Authorize the Mayor to sign and the City Clerk to attest to the Agreement.

3.9 22ND Annual Inner-Coastal & Watershed Cleanup Day

Recommendation: That the City Council declare September 15, 2018, as Inner-Coastal & Watershed Cleanup Day and encourage volunteer participation in this event.

3.10 Modification of On-Street Parking on Santa Vittoria Drive Northerly of Ridge Route Drive

Recommendation: That the City Council: (1) Find and determine that the proposed parking restriction is not subject to the California Environmental Quality Act 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, Cal. Code of Regs, 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. 2018-08-28-2: "A Resolution of the City Council of the City of Laguna Hills, California, establishing no parking anytime zones on the westerly side of Santa Vittoria Drive at 1) 20 feet southerly of Camino Jalisco (south) (private street) and 2) from 173 feet to 193 feet southerly of Camino Jalisco (south)".

3.12 Resolution Amending and Restating City Council Policy No. 315 Related to the City's Tree Preservation Policy

Recommendation: That the City Council adopt Resolution No. 2018-08-28-4: "A Resolution of the City Council of the City of Laguna Hills, California, amending and restating City Council Policy No. 315 related to the City's existing Tree Preservation Policy."

3.13 Resolution Amending and Restating City Council Policy No. 350 Related to the City's Residential Streets Traffic Management Policy

Recommendation: That the City Council adopt Resolution No. 2018-08-28-5: "A Resolution of the City Council of the City of Laguna Hills, California, amending and restating City Council Policy No. 350 related to the City's existing Residential Streets Traffic Management Policy."

ITEMS REMOVED FROM THE CONSENT CALENDAR

3.11 2018 Memorial Day Race Post Event Report and a Resolution Authorizing Community Assistance Funding for the 3/5 Marine Support Committee

Council Member Sedgwick removed item No. 3.11 from the Consent Calendar to request additional information.

Recommendation: That the City Council: (1) Receive and file the report, and (2) Adopt Resolution No. 2018-08-28-3: "A Resolution of the City Council of the City of Laguna Hills, California, authorizing Community Assistance Funding for the 3rd Battalion, 5th Marines, 1st Division Support Committee, a California Nonprofit Corporation."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Council Member
SECONDER:	Dore J. Gilbert, M.D., Mayor Pro Tempore
AYES:	Mel Carruth, Mayor; Dore J. Gilbert, M.D., Mayor Pro Tempore; Janine Heft, Council Member; Don Sedgwick, Council Member

4. PLANNING AGENCY

Mayor Carruth recessed the City Council meeting and, acting in capacity of Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:11 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Mel Carruth	Chair	Present	
Dore J. Gilbert, M.D.	Vice Chair	Present	
Janine Heft	Agency Member	Present	
Don Sedgwick	Agency Member	Present	

4.2. PUBLIC COMMENTS

There were no Public Comments.

4.3. APPROVAL OF MINUTES FOR JULY 10, 2018, REGULAR MEETING

4.3.1 Approval of Minutes for July 10, 2018, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the July 10, 2018, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Agency Member
SECONDER:	Dore J. Gilbert, M.D., Vice Chair
AYES:	Mel Carruth, Chair; Dore J. Gilbert, M.D., Vice Chair; Janine Heft, Agency Member; Don Sedgwick, Agency Member

4.4. ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Carruth reconvened the City Council Meeting at 7:12 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

5.1 Zoning Text Amendment No. 2-17-3777, an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Updating Chapter 9-56 (Animal Regulations) to Ensure Consistency with Title 13 (Animals)

Senior Planner Wu reviewed the information provided in the staff report.

Mayor Carruth opened the Public Hearing and upon seeing no one rise, closed the Public Hearing.

Recommendation: That the City Council: (1) Conduct a Public Hearing for Zoning Text Amendment No. 2-17-3777; (2) Find and determine that the proposed activity is not subject to the California Environmental Quality Act (CEQA) per Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines; and (3) Introduce for first reading, read by title only, and waive further reading of an Ordinance Entitled: "An Ordinance of the City of Laguna Hills, California, adopting Zoning Text Amendment No. 2-17-3777, an amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Updating Chapter 9-56 (Animal Regulations) to Ensure Consistency with Title 13 (Animals) of the Laguna Hills Municipal Code."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Council Member
SECONDER:	Janine Heft, Council Member
AYES:	Mel Carruth, Mayor; Dore J. Gilbert, M.D., Mayor Pro Tempore; Janine Heft, Council Member; Don Sedgwick, Council Member

6. ADMINISTRATIVE REPORTS

6.1. City Manager

City Manager White introduced the City's new OCFA Division Chief, Mike Contreras.

6.2. City Attorney

6.2.1 Filing City Council Vacancy Pursuant to Government Code Section 36512

City Attorney Simonian reviewed the information provided in the staff report.

Recommendation: That the City Council take action to approve one of the following options to fill the vacancy in Council Member Kogerman's office prior to September 9, 2018: (1) Option 1. Appoint a qualified individual to fill the vacancy on an interim basis until the November 2018 General Municipal Election, either through a direct appointment or by following an application and interview process. If the Council fills the vacancy by appointment, that person would serve briefly on an interim basis until the November 2018 General Municipal Election. (2) Option 2. Leave the seat temporarily vacant and defer to the upcoming November 6, 2018 General Municipal Election, which has already been called, to fill Council Member Kogerman's seat.

Motion to approve Option 2.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Mayor Pro Tempore
SECONDER:	Don Sedgwick, Council Member
AYES:	Mel Carruth, Mayor; Dore J. Gilbert, M.D., Mayor Pro Tempore; Janine Heft, Council Member; Don Sedgwick, Council Member

6.3. Community Development Director**6.3.1 First Reading and Introduction of a Proposed Ordinance Amending Title 1 (General Provisions) of the Laguna Hills Municipal Code to Adopt New Chapter 1-36 and Amending Chapter 1-32 (General Penalty) to Adopt New Section 1-32.060 to Enact an Administrative Citation Program**

Community Development Director Chantarangsu reviewed the information provided in the staff report.

Recommendation: That the City Council Introduce for First Reading, Read By Title Only, and Waive Further Reading, an Ordinance Entitled: “An Ordinance of the City of Laguna Hills, California, Amending Title 1 (General Provisions) of the Laguna Hills Municipal Code to Adopt New Chapter 1-36 and Amending Chapter 1-32 (General Penalty) to Adopt New Section 1-32.060 to Enact an Administrative Citation Program.”

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mel Carruth, Mayor
SECONDER:	Don Sedgwick, Council Member
AYES:	Mel Carruth, Mayor; Dore J. Gilbert, M.D., Mayor Pro Tempore; Janine Heft, Council Member; Don Sedgwick, Council Member

6.4. Deputy City Manager/Community Services Director**6.4.1 Update of City Council Policy on Sponsorship Banners in City Parks for Laguna Hills Youth Sports Organizations**

Deputy City Manager/Community Services Director Reynolds reviewed the information provided in the staff report.

Recommendation: That the City Council adopt Resolution No. 2018-08-28-6: “A Resolution of the City Council of the City of Laguna Hills, California, Amending and Restating City Council Policy No. 305 in Regards to the Display of Sponsorship Banners in City Parks for Laguna Hills Resident Youth Sports Organizations.”

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, Mayor Pro Tempore
SECONDER:	Janine Heft, Council Member
AYES:	Mel Carruth, Mayor; Dore J. Gilbert, Mayor Pro Tempore; Janine Heft, Council Member; Don Sedgwick, Council Member

6.4.2 Update of City Council Reservation Policies Related to the Use of City Facilities Such as Community Center Rooms, Parks, Athletic Fields, Courts, and Gymnasium

Deputy City Manager/Community Services Director Reynolds reviewed the information provided in the staff report.

Recommendation: That the City Council adopt Resolution No. 2018-08-28-7: "A Resolution of the City Council of the City of Laguna Hills, California, adopting City Council Policy No. 317 updating the City's existing Public Facility Reservation and Use Policy, consolidating existing related Council policies and procedures, and rescinding City Council Policy Nos. 309, 310, 311, 312, 313, 314, and 316."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Janine Heft, Council Member
SECONDER:	Dore J. Gilbert, Mayor Pro Tempore
AYES:	Mel Carruth, Mayor; Dore J. Gilbert, Mayor Pro Tempore; Janine Heft, Council Member; Don Sedgwick, Council Member

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS

There were no matters agendized and presented by City Council Members.

8. CITY COUNCIL MEMBER COMMENTS

Mayor Carruth

Mayor Carruth reported that the election to replace Barbara Kogerman on the Southern California Association of Governments Board resulted in a tie and will require another vote.

Mayor Carruth thanked Police Chief Stiverson and City Staff for the successful National Night Out event.

Mayor Carruth mentioned that September 15, 2018 is our Annual Inner-Coastal & Watershed Cleanup Day.

Mayor Carruth thanked Assistant City Manager/Director of Public Services Rosenfield for his efforts with regards to the on-street parking regulations that were approved at this meeting.

Council Member Sedgwick

Council Member Sedgwick welcomed our new OCFA Division Chief, Mike Contreras and expressed appreciation to all of the firefighters for their efforts over the last couple of months.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Carruth declared the meeting adjourned in memory of United States Senator John McCain at 7:53 p.m.

Melissa Au-Yeung, City Clerk

ATTEST:

Melody Carruth, Mayor

Approved at meeting of September 11, 2018



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 11, 2018
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Approval of Warrant Register for the September 11, 2018, Regular Meeting

RECOMMENDATION: That the City Council approve the Warrant Register in the amount of \$233,423.65.

SUMMARY:

The attached Warrant Register reflects the disbursements of the City of Laguna Hills for the period reported thereon. In accordance with Government Code Section 37202, the Director of Finance certifies to the accuracy of the attached register of demands and to the availability of monies for payment thereof. These demands are hereby submitted to the City Council for approval of payment.

ATTACHMENTS:

- Warrant Register - September 11, 2018



City of Laguna Hills, CA

Warrant Register - September 11, 2018

By Check Number

Date Range: 08/23/2018 - 08/30/2018

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8815005	A-0369	ADA COMPLIANCE CONSULTANTS, INC.	08/23/2018	10,000.00
8815006	A-0365	AT&T - CALNET 3	08/23/2018	78.51
8815007	C-1177	CANON FINANCIAL SERVICES, INC.	08/23/2018	500.75
8815008	Z-CD-0114	CEMCO ELECTRIC INC.	08/23/2018	95.51
8815009	C-0023	COX COMMUNICATION	08/23/2018	130.00
8815010	Z-CS-0126	CUEVAS, FLORA	08/23/2018	532.00
8815011	Z-CS-0128	FIROOZI, BABAK	08/23/2018	180.00
8815012	M-1388	MOBILE MINI, INC.	08/23/2018	82.97
8815013	M-1302	MOULTON NIGUEL WATER DISTRICT	08/23/2018	5,258.79
8815014	S-1902	SAN DIEGO GAS & ELECTRIC	08/23/2018	34,042.05
8815015	Z-CS-0124	SANCHEZ, MARIA	08/23/2018	31.78
8815016	S-1904	SOUTHERN CALIFORNIA EDISON	08/23/2018	13,464.34
8815017	A-0360	ARC DOCUMENT SOLUTIONS, LLC	08/30/2018	27.19
8815018	C-1179	CANON SOLUTIONS AMERICA	08/30/2018	203.66
8815019	C-1022	CDW GOVERNMENT, INC.	08/30/2018	615.57
8815020	C-1068	CITY OF ALISO VIEJO	08/30/2018	1,740.89
8815021	C-1139	COMPLETE OFFICE OF CALIFORNIA	08/30/2018	4,245.26
8815022	C-1176	COMPUTER SERVICE CO.	08/30/2018	12,567.78
8815023	C-0023	COX COMMUNICATION	08/30/2018	614.41
8815024	C-1158	CREATIVE KIDS PLAYHOUSE CHILDRENS THEATRE OF OC	08/30/2018	7,511.00
8815025	C-1188	CULVER, AURORA	08/30/2018	1,848.00
8815026	D-0572	DAILY JOURNAL CORPORATION	08/30/2018	165.00
8815027	E-0593	EISENBERG, DALE	08/30/2018	1,137.50
8815028	E-0553	ELKINS, CHRISTINA	08/30/2018	291.20
8815029	E-0587	EMC DESIGN	08/30/2018	3,515.00
8815030	Z-CD-0117	ERICSSON	08/30/2018	16,547.54
8815031	H-0959	HABASH, JOHN	08/30/2018	44.10
8815032	H-0829	HARTZOG & CRABILL, INC.	08/30/2018	2,762.70
8815033	H-0934	HOME DEPOT	08/30/2018	1,655.35
8815034	J-1057	JAMEY CLARK, INC.	08/30/2018	3,384.38
8815035	G-0709	JOE A. GONSALVES & SON	08/30/2018	2,900.00
8815036	J-1082	JONES DAY	08/30/2018	6,334.50
8815037	L-1362	LAGUNA HILLS TEAM DARK HORSE	08/30/2018	9,264.00
8815038	M-1552	MARTIN-RUSK, DINA	08/30/2018	196.00
8815039	N-1474	NIEVES LANDSCAPE, INC.	08/30/2018	3,075.12
8815040	O-1528	OCTA	08/30/2018	585.00
8815041	O-1546	OFFICE SOLUTIONS	08/30/2018	370.30
8815042	O-1500	ORANGE COUNTY REGISTER	08/30/2018	396.16
8815043	O-1575	ORANGE COUNTY REGISTER-FREEDOM CA. NEWSPAPER PARTNERSHIP	08/30/2018	468.00
8815044	P-1755	P. W. GILLIBRAND CO., INC.	08/30/2018	1,530.01
8815045	P-1804	PATROL ONE	08/30/2018	411.68
8815046	P-1829	PEST OPTIONS, INC.	08/30/2018	225.00
8815047	R-1830	RALPHS GROCERY COMPANY	08/30/2018	284.45
8815048	Z-CD-0115	RESCUE ROOTER	08/30/2018	39.92
8815049	R-1813	RPW SERVICES, INC.	08/30/2018	3,260.00
8815050	S-2018	SKYHAWK ACADEMY	08/30/2018	4,200.00
8815051	S-2250	SPARKLETTS	08/30/2018	214.62
8815052	Z-CD-0116	STRUCTURAL GROUP INC.	08/30/2018	1,492.06
8815053	T-2682	THE LIFE TRENDS GROUP, TLTG, INC.	08/30/2018	1,307.98
8815054	T-2698	TPX COMMUNICATIONS	08/30/2018	1,362.74
8815055	T-2706	TREVINO, ROCIO	08/30/2018	196.00

Attachment: Warrant Register - September 11, 2018 (1674 : Approval of Warrant Register for September 11, 2018)

Warrant Register - September 11, 2018

Date Range: 08/23/2018 - 08/30/2018

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8815056	R-1801	WOODRUFF, SPRADLIN & SMART	08/30/2018	72,036.88

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	91	52	0.00	233,423.65
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	91	52	0.00	233,423.65

Attachment: Warrant Register - September 11, 2018 (1674 : Approval of Warrant Register for September 11, 2018)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 11, 2018

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

ISSUE: Second Reading & Adoption of Proposed Ordinance Amending Title 1 (General Provisions) of the Laguna Hills Municipal Code to Adopt New Chapter 1-36 and Amending Chapter 1-32 (General Penalty) to Adopt New Section 1-32.060 to Enact an Administrative Citation Program

RECOMMENDATION: That the City Council adopt an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, amending Title 1 (General Provisions) of the Laguna Hills Municipal Code to adopt new Chapter 1-36 and amending Chapter 1-32 (General Penalty) to adopt new Section 1-32.060 to enact an Administrative Citation Program."

SUMMARY:

The Ordinance adopts a new Chapter 1-36 to the LHMC, as well as other code amendments, to add key provisions which allow the City the alternative to issue administrative citations and associated fines and penalties for Municipal Code violations, including Title 13 (Animal Control) provisions. The Ordinance includes notice and service provisions, an appeal process, and a provision clarifying that the administrative citation process does not prevent the City from utilizing other enforcement methods or recovering abatement costs. Instead, it is an extra code enforcement tool for authorized animal control officers and City code enforcement officers to gain compliance with the Municipal Code.

A copy of the proposed Ordinance and the Staff Report for the introduction of the Ordinance, including attachments, are included as attachments to this report. The City Council introduced the Ordinance by a vote of 4-0-0. It is in order to adopt the

Adoption of an Administrative Citation Ordinance

September 11, 2018

Page 2

Ordinance.

ATTACHMENTS:

- Proposed Ordinance
- August 28, 2018 Introduction to Ordinance Staff Report and Attachments

ORDINANCE NO. 2018-X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 1 (GENERAL PROVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE TO ADOPT NEW CHAPTER 1-36 AND AMENDING CHAPTER 1-32 (GENERAL PENALTY) TO ADOPT NEW SECTION 1-32.060 TO ENACT AN ADMINISTRATIVE CITATION PROGRAM

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. PURPOSE AND FINDINGS. The purpose of this Ordinance is to enact an administrative citation program as authorized by Government Code section 53069.4 as an alternative method of enforcement for violations of the Laguna Hills Municipal Code in order to protect and promote the public health, safety, and general welfare. In furtherance of this objective, the City Council of the City of Laguna Hills hereby finds and determines that:

(a) Enforcement of the Laguna Hills Municipal Code (LHMC) throughout the City is an important public service. Code enforcement is vital to the protection of the public's health, safety, welfare and quality of life. The City Council recognizes that a comprehensive code enforcement system that uses a combination of administrative, civil, and criminal remedies helps to more effectively gain compliance with the LHMC.

(b) The City Council also recognizes that effective Animal Control provisions contribute to the overall public health, safety, and welfare in the City. To further improve the services provided by the City, the City Council recently entered into an Agreement with the City of Mission Viejo to provide Animal Control Services in Laguna Hills. As part of this Agreement, Laguna Hills was required to adopt Animal Control provisions consistent with those enacted by the City of Mission Viejo and to implement an administrative citation program to provide Animal Control officers the ability to issue administrative citations for violations of LHMC Title 13.

(c) Additionally, an administrative citation program may be used going forward as an alternative enforcement method to more effectively adjudicate the majority of nuisance-related LHMC violations. An administrative citation program and the establishment of appropriate fines and penalties are intended to act as a reasonable deterrent in preventing violations of the LHMC.

(d) There is a need for an alternative method of enforcement of the LHMC in accordance with the City's constitutional police power. An appropriate method of enforcement is the imposition of administrative penalties as authorized by both California Constitution Article XI, Section 7, and Government Code section 53069.4.

(e) The procedures established in this Ordinance shall be in addition to any criminal, civil, or other legal remedy established by law for violation of the LHMC.

(f) Use of this Ordinance for purposes of achieving compliance with the LHMC shall be at the sole discretion of the City.

SECTION 2. CODE ADOPTION. The following provisions of Title 1 (General Provisions), Chapter 1-36 entitled, "Administrative Citations and Penalties" of the Laguna Hills Municipal Code are hereby adopted to read as follows:

Chapter 1-36

ADMINISTRATIVE CITATIONS AND PENALTIES

- 1-36.010 - Statement of purpose and intent.**
- 1-36.020 - Definitions.**
- 1-36.030 - General enforcement authority.**
- 1-36.040 - Notice of violation.**
- 1-36.050 - Issuance of administrative citation.**
- 1-36.060 - Service procedure for notice of violation and administrative citation.**
- 1-36.070 - Contents of administrative citation.**
- 1-36.080 - Satisfaction of administrative citation.**
- 1-36.090 - Appeal of administrative citation.**
- 1-36.100 – Advance deposit hardship waiver.**
- 1-36.110 - Hearing procedure.**
- 1-36.120 - Hearing officer's decision.**
- 1-36.130 - Failure to pay penalties.**
- 1-36.140 - Dismissal of citation.**
- 1-36.150 - Right to judicial review.**
- 1-36.160 – Alternative compliance actions.**

1-36.010 – Statement of purpose and intent.

The City Council hereby finds and determines that enforcement of the Laguna Hills Municipal Code (LHMC or Code) pursuant to the City's police power is a matter of public health, safety, and welfare and serves important public purposes. This Chapter makes any violation of the provisions of this Code subject to administrative citation and fine. The City Council hereby adopts this Administrative Citation Program as authorized by Government Code section 53069.4 in order to achieve the following goals and objectives:

- A. To protect the public health, safety, and welfare of the citizens of the City.
- B. To gain compliance with the LHMC in a timely and efficient manner by encouraging voluntary and complete compliance with the provisions of this Code and to eliminate nuisances for the protection and benefit of the community.
- C. To establish administrative procedures for the imposition, enforcement, collection, and review of administrative citations and fines pursuant to

Government Code section 53069.4, as may be amended from time to time, and the City's plenary police power.

- D. To provide for an administrative process to appeal the imposition of administrative citations and penalties.

1-36.020 – Definitions.

“Administrative citation” means a written citation issued to a responsible person for any violation of this Code.

“Administrative citation process” means administrative citation warnings, administrative citations and penalties, and the administrative citation appeal and review procedures established by this Chapter.

“Administrative costs” means the administrative citation penalties and civil penalties assessed, all costs incurred by the City from first discovery of a violation through the appeal process and until compliance is achieved, including but not limited to staff time to inspect the property, preparation of notices, preparation for and attendance at any hearing, including appeal hearings, and all legal costs associated with obtaining compliance.

“Building violation” means any violation of this Code pertaining to building, plumbing, electrical, or other similar structural or zoning regulation that does not create an immediate danger to health or safety.

“Code” or “LHMC” means the Laguna Hills Municipal Code, the Laguna Hills Zoning and Development Code, or any ordinance adopted by the Laguna Hills City Council, including, but not limited to, all Uniform Codes or other codes or regulations of the State of California duly adopted by reference or otherwise applicable to the City of Laguna Hills.

“Director” means the director of the issuing department.

“Enforcement officer” means any employee or agent of the City authorized to enforce the provisions of this Code as designated by the City Manager, including but not limited to all law enforcement personnel, code enforcement officers, department directors or their designees, and any duly authorized animal control officers, whether independent contractors or employees.

“Hearing officer” means the person selected by the City Manager to serve as the appointed administrative hearing officer in connection with the timely appeal of an administrative citation.

“Responsible person” means any of the following:

1. A person who causes a Code violation to occur.
2. A person who maintains or allows a Code violation to continue, by his or her action or failure to act.

3. A person whose agent, employee, or independent contractor causes a Code violation by its action or failure to act.

4. A person who is the owner of, or a person who is a tenant, lessee or sublessee with the current right of possession of real property where a property-related Code violation occurs.

5. A person who is the on-site manager of a business, or a person actually or apparently in charge of the business.

6. A person who, pursuant to California Civil Code Section 2929.3, purchases residential property at a foreclosure sale, or acquires the residential property through foreclosure under a mortgage or deed of trust, where a property-related Code violation exists upon the residential property, and the residential property is vacant.

For purposes of this subsection “person” includes any natural person or legal entity, and the owners, majority stockholders, corporate officers, trustees, and general partners of a legal entity. There shall be a legal presumption that the record owner of a parcel according to the County’s latest equalized property tax assessment rolls and a tenant, lessee or sublessee of a parcel has notice of any Code violation existing on the premises.

For purposes of this Chapter, there may be more than one responsible person for a Code violation and more than one violator.

“Violator” means a person issued an administrative citation charging him or her as a responsible person for a Code violation.

1-36.030 - General enforcement authority.

A. Any violation of the LHMC, this Code, or any ordinance enacted by the City Council of the City of Laguna Hills is subject to an administrative fine or penalty.

B. Any enforcement officer, upon determining that any provision of this Code, which he or she is charged to enforce, has been violated has the authority to issue an administrative citation pursuant to this Chapter to any responsible person or persons. An enforcement officer may issue an administrative citation for a violation the officer did not see occur if the officer has determined, through reasonable investigation, that the person is a responsible person. Enforcement officers are authorized to issue notices of violation and administrative citations, inspect public and private property, and use whatever judicial and administrative remedies are available under the Code to ensure compliance with the LHMC, this Code, or any ordinance enacted by the City Council of the City of Laguna Hills.

C. Every person who applies for and receives a permit, license, or any type of land use approval (e.g., subdivision maps, use permits, site development permits, changed plans, variances, landscape plans, etc.), shall comply with all plan approvals and conditions imposed upon the issuance of the permit, license, or other approval. If a person violates any condition of such permit, license, or approval, he or she may be issued an administrative citation and may be liable for fines and penalties under the provisions of this Chapter.

D. The City may take into consideration the fact that a person has been issued an administrative citation(s) when the City is determining whether to suspend or revoke any permit, license, or any type of land use approval for the person and such administrative citations are evidence that the person has committed acts that are not compatible with the health, safety, and general welfare of other persons and businesses in the vicinity.

E. The issuance of an administrative citation pursuant to this Chapter is solely at the City's discretion and is one option available to the City for addressing violations of this Code. By adopting this Chapter, the City does not intend to limit its discretion to use any other remedy, civil or criminal, to enforce the provisions of this Code and any other ordinance of the City.

1-36.040 – Notice of Violation.

A. When a Code violation pertaining to building, plumbing, electrical, or other similar structural or zoning issues, that does not create an immediate danger to health or safety, is determined to exist on a property, the enforcement officer shall issue the responsible person(s) a Notice of Violation as provided in Section 1-36.060 at the property and/or at the address maintained on record for the property owner. For these types of violations only, the Notice of Violation shall allow at least 30 days for the responsible person(s) to correct or otherwise remedy the violation before an administrative citation is issued.

B. When any other Code violation is determined to exist, the enforcement officer shall issue the responsible person(s) a Notice of Violation as provided in Section 1-36.060 and provide a specific and reasonable amount of time to correct the violation. The Notice of Violation shall provide the responsible person a minimum of ten (10) calendar days to correct the violation. The enforcement officer, in consultation with the City Manager or the director, may determine an amount of time that is longer, if deemed reasonable and appropriate.

C. When a Code violation is considered to be an imminent danger to the public health, safety, and/or welfare, the enforcement officer, in consultation with the City Manager or the director, is not required to issue a Notice of Violation and instead may immediately commence abatement proceedings and/or issue an administrative citation.

D. Any Notice of Violation shall identify the violation(s) at issue, the date the violation was observed, the applicable Code section(s), the corrective action(s) required to obtain complete compliance, and, if applicable, the location of the property. The responsible person shall be advised that administrative citation(s) may be issued if

compliance is not obtained within the period specified in the Notice of Violation. If applicable, the responsible person(s) shall also be advised that an inspection fee, as established by resolution of the City Council, may be imposed for additional inspections required beyond one re-inspection to verify compliance.

E. The time specified for correction of a violation may be extended at the discretion of the enforcement officer, with approval by the City Manager or the director, one or more times, if it is determined that reasonable progress is being made to correct the violation or for other good cause.

F. If the violation also constitutes the performance of work without a required permit or in violation of an issued permit, the enforcement officer may issue a cease and desist order to temporarily and immediately halt the work and take any other action appropriate at that time.

1-36.050 - Issuance of administrative citation.

A. Any responsible person who violates any provision of this Code, other than Title 13 (Animal Control), may be issued an administrative citation pursuant to this Chapter by an enforcement officer authorized to issue such citations pursuant to Section 1-36.030, with approval by the City Manager or the director. Any responsible person who violates any provision of Title 13 (Animal Control) of this Code may be issued an administrative citation by an authorized animal control officer pursuant to the enforcement procedures set forth in Title 13.

B. When a Code violation is considered to be an imminent danger to the public health, safety, and/or welfare, the enforcement officer may immediately issue an administrative citation, with approval by the City Manager or the director.

C. Each and every day a violation exists constitutes a separate and distinct offense.

D. A fine or penalty shall be assessed by means of an administrative citation and shall be payable directly to the City of Laguna Hills.

E. Penalties shall be assessed for Code violations committed by the same responsible person as follows:

1. A penalty for each initial violation, in an amount established by resolution of the City Council;
2. A penalty for each instance of a second violation of the same Code violation within one (1) year from the date of the first violation, in an amount established by resolution of the City Council;
3. A penalty for each additional violation of the same Code within one (1) year from the date of the first violation, in an amount established by resolution of the City Council.

F. The responsible person issued an administrative citation shall be liable for and shall pay to the City the fine or penalties set forth in the citation when due pursuant to the provisions of this Chapter.

1-36.060 - Service procedure for notice of violation and administrative citation.

A notice of violation or administrative citation on a form approved by the City Manager or the director may be served upon any responsible person in the following manner:

- A. Personal service. In any case where a notice or administrative citation is issued:
 - 1. The enforcement officer shall attempt to locate and personally serve the responsible person(s) and in the case of an administrative citation obtain the signature of the responsible person(s) on the citation;
 - 2. If the responsible person(s) refuses or fails to either accept the notice or to sign or accept the administrative citation, their failure or refusal shall not affect the validity of the notice or the administrative citation or any subsequent proceedings.
- B. Service by posting notice. If the enforcement officer does not succeed in personally serving a responsible person(s):
 - 1. The enforcement officer shall post the notice or administrative citation or duplicate thereof in a conspicuous place on the property, parcel or lot where the property-related violation(s) exists or has occurred, and such posting shall be deemed effective service;
 - 2. Any such posted notice shall be photographed on the date of posting and retained by the enforcement officer, and a proof of service of the notice shall be made by declaration of the enforcement officer effecting the service.
- C. Service by mail. If the enforcement officer does not succeed in personally serving a responsible person(s), in addition to posting notice:
 - 1. The notice or administrative citation or duplicate thereof shall be mailed to the responsible person(s) at his or her residence or place of business by depositing the same in the United States Mail, postage prepaid as first class mail;
 - 2. A proof of service of the notice or administrative citation or duplicate thereof shall be made by declaration of the enforcement officer effecting the service.
- D. Effective. Service of a notice of violation or administrative citation is effective immediately upon hand-delivery or posting or five (5) calendar days after the date it is mailed, via first class mail, to the responsible person(s). Failure or refusal to accept a notice of violation or administrative citation or duplicate thereof does not invalidate the issuance of the notice or the administrative citation or any subsequent proceedings. Failure to receive any notice specified in this Chapter shall not affect the validity of any proceedings conducted hereunder.

1-36.070 - Contents of administrative citation.

Each administrative citation shall contain the following information:

- A. The date of service of the administrative citation and the date, time, address, or description of the location where the violation(s) was observed.
- B. The Code section(s) violated and a description of the violation(s).
- C. An order to the responsible person(s) to correct the violation(s) no later than the specified correction date. The order shall provide the responsible person a minimum of five (5) calendar days to correct the violation. The enforcement officer, in consultation with the City Manager or the director, may determine an amount of time for the correction date that is longer, if deemed reasonable and appropriate. The correction date shall be identified on the citation.
- D. An explanation of the consequences of failure to correct the violation(s) in a timely manner.
- E. The amount of the penalty for the violation(s).
- F. An explanation of how the penalty shall be paid and the penalty payment due date.
- G. Notice of the right to appeal the administrative citation, the time within which the citation may be appealed, and how to request a hearing to appeal the citation.
- H. The name and signature of the enforcement officer, as well as the City Manager or the director approving issuance of the citation, and, if obtained, the signature(s) of the responsible person(s).

1-36.080 - Satisfaction of administrative citation.

Upon service of an administrative citation, the cited person shall do the following:

- A. Remedy the violation(s) by or before the correction date specified on the administrative citation. Correcting the violation(s) shall not excuse or discharge payment of the penalty.
- B. Pay the penalty no later than thirty (30) days from the date of issuance of the citation as specified on the administrative citation. Fines shall be made payable to the City of Laguna Hills and delivered to the director of the department identified on the citation. Payment of a penalty shall not excuse or discharge the failure to correct the violation(s), nor shall it bar further enforcement action by the City.
- C. Late charges shall be imposed for penalty payments made after the penalty payment due date. The late charge for administrative citations issued for Code violations, other than Title 13 (Animal Control), shall be calculated at a rate of twenty-five percent (25%) of the penalty and will be imposed in addition to any outstanding penalty. Late charges for violations of any provision of Title 13 (Animal Control) may be assessed pursuant to the enforcement procedures set forth in Title 13.

1-36.090 - Appeal of administrative citation.

- A. Any recipient of an administrative citation, other than an administrative citation issued pursuant to Title 13, may appeal the citation by completing a written request for

hearing form, obtained as directed on the citation, and returning it to the department indicated on the citation, within thirty (30) calendar days from the date the administrative citation is served or deemed to have been served, together with a deposit in the total amount of the penalty, and any late charges.

B. Any recipient of an administrative citation issued pursuant to Title 13 may appeal said citation in accordance with the procedures set forth in Title 13.

C. Failure to file a timely appeal of an administrative citation shall be deemed a waiver of the right to appeal and to seek judicial review and the administrative citation shall be deemed final.

D. A cited person may contest an administrative citation on the grounds that:

1. There was no violation of the Code;
2. He or she is not the responsible person; or
3. If the violation was correctable, the violation was corrected within the compliance period provided.

1-36.100 – Advance deposit hardship waiver.

A. Any cited person who intends to appeal the administrative citation and who is financially unable to make the advance deposit required by Section 1-36.090(A) may request an advance deposit hardship waiver by completing a written deposit waiver form obtained as directed on the citation.

B. The advance deposit waiver request form shall be filed together with the appeal in the department indicated on the citation within thirty (30) calendar days from the date the administrative citation is served or deemed to have been served.

C. The deposit requirement as described in Subsection 1-36.090(A) shall be stayed until the director makes a determination regarding the waiver request.

D. The City Manager or the director may waive the requirement of an advance deposit only if the responsible person cited submits to the City a statement under penalty of perjury together with any required or supporting documents or materials demonstrating to the satisfaction of the City Manager or the director the cited person's actual financial inability to deposit with the City the full amount of the fine or penalty and late charge(s) in advance of the hearing.

E. If the City Manager or the director declines to issue a waiver, the responsible person cited shall remit the full deposit to the City within ten (10) calendar days of the date of that decision or thirty (30) calendar days from the date the administrative citation is served or deemed to have been served, whichever is later.

F. The City Manager or the director shall issue a written determination listing the reasons for determining to issue or not issue the hardship waiver. The written determination shall be final.

G. The written determination shall be served personally or by first-class mail, postage prepaid, upon the cited person who applied for the hardship waiver.

1-36.110 - Hearing procedure.

- A. No hearing to appeal an administrative citation shall be held unless and until a request for hearing form has been completed and timely filed with the director of the issuing department, as indicated on the citation, and the deposit has been fully paid, or a hardship waiver has been issued.
- B. The City Manager shall designate a hearing officer to preside over the administrative citation appeal hearing. The hearing officer shall not be a City employee.
- C. A hearing shall be set by the City Manager or the director for a date no sooner than thirty (30) calendar days and not more than ninety (90) calendar days from the date the request for hearing is completed and submitted in accordance with the provisions of this Chapter. The cited person requesting the hearing shall be notified in writing of the time and place set for the hearing and the name of the hearing officer at least ten (10) calendar days prior to the date of the hearing.
- D. The hearing officer shall only consider evidence that is relevant to whether the violation(s) occurred and whether the cited person created, committed, or maintained the violation(s). Courtroom rules of evidence shall not apply. Relevant hearsay evidence and written reports may be admitted whether or not the speaker or author is present to testify if the hearing officer determines that such evidence is relevant and reliable. Admission of evidence and the conduct of the hearing shall be controlled by the hearing officer in accordance with the fundamentals of due process. The hearing officer may set reasonable limits on the length of the hearing and shall allow the contestant at least as much time to present his/her case as is allowed to the City.
- E. The cited person contesting the administrative citation shall be given the opportunity to testify and present witnesses and evidence concerning the administrative citation. The City's case shall be presented by any person designated by the City Manager. The contestant and City may be represented by legal counsel.
- F. The failure of the contestant to appear at the hearing shall constitute a forfeiture of the penalty and a failure to exhaust administrative remedies.
- G. The administrative citation and any additional documents prepared by the City in connection with the violation(s) may be submitted and shall constitute prima facie evidence of the respective facts contained in those documents.
- H. If the enforcement officer, or the enforcement officer's designee, submits any additional documents concerning the administrative citation to the hearing officer for consideration at the hearing, then, whenever possible, a copy of such document(s) shall be served by mail on the contestant at least five (5) calendar days prior to the date of the hearing.
- I. The hearing officer may continue the hearing or request additional information from the enforcement officer, or the enforcement officer's designee, or the contestant prior to issuing a written decision.

1-36.120 - Hearing officer's decision.

- A. After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to grant or deny the appeal within fifteen (15) business days of the completion of the hearing.
- B. If the hearing officer denies the appeal, then the cited person's deposit shall be retained by the City.
- C. If the hearing officer grants the appeal, then the City shall refund the deposit within thirty (30) business days from the date of the final written decision.
- D. The contestant and City shall each be served with a copy of the hearing officer's final written decision.
- E. The hearing officer's decision shall be final.

1-36.130 - Failure to pay penalties.

- A. Administrative citation fines shall be a debt to the City and subject to all remedies for debt collection allowed by law. The failure of the cited person to pay a citation penalty or late penalty in a timely manner may result in the imposition of a special assessment and/or lien against the real property on which the violation occurred, or the matter may be referred to the City Attorney to pursue any other legal remedy to collect administrative fines, including, without limitation, the referral of such collection to a collection agency.
- B. The City may place a lien or special assessment on property that is the subject of a citation if the citation has been issued to the current property owner of record. The person issued an administrative citation, or any other person with a legal or equitable interest in the property that is the subject of the administrative citation, may contest the imposition of a lien or special assessment for such administrative citation penalty only by seeking a hearing pursuant to Section 1-36.090. Failure to seek such a hearing shall constitute a waiver by such person of that person's right to contest the imposition of any lien and special assessment pursuant to this subsection.
- C. If an unpaid administrative citation has been issued and has become final, the City, in addition to any other remedies it may have, may take the following actions in order to recover such unpaid delinquent administrative fines and late payment fees as a lien or special assessment on the real property that is the subject of the citation:
 - 1. Annually, or more often as determined by the City Council, the City Council may, by ordinance or resolution, confirm the amounts of the liens and special assessments sought to be collected from each respective property.
 - 2. The City Council's confirmation shall include the amounts of the administrative citation fines, any late payment penalties associated therewith, and any applicable interest. Upon such confirmation, the City Council shall authorize City staff to take any further steps necessary to enforce collection of the liens and special assessments, including but not limited to the following:

- a. Requesting the County Recorder to record a notice of any lien confirmed by the City Council against the respective property; and
- b. Requesting the County Tax Collector on behalf of the City to collect any special assessment confirmed by the City Council.

3. Except as provided in Subsection (C)(4) of this section, the amount of the proposed lien may be collected as a special assessment at the same time and in the same manner as property taxes are collected. All laws applicable to the levy, collection, and enforcement of ad valorem taxes shall be applicable to the proposed lien, including that the property subject to a special assessment may be sold after three (3) years by the Tax Collector for unpaid delinquent assessments. However, if any real property to which the lien would attach has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attached thereon, prior to the date on which the first installment of taxes would become delinquent, then the lien that would otherwise be imposed by this section shall not attach to real property and the costs of enforcement relating to the property shall be transferred to the unsecured roll for collection.

4. If the City Council determines that the proposed lien authorized pursuant to subsection (C) of this section shall also become a lien, the City Council may also cause a notice of lien to be recorded. This lien shall attach upon recordation in the office of the County Recorder and shall have the same force, priority, and effect as a judgment lien, not a tax lien. The notice shall, at a minimum, identify the record owner of the property, the last known address of the record owner, the date upon which the lien was created against the property, the amount of the lien, and include a description of the real property subject to the lien.

D. The City may also refuse to issue, extend, or renew to any cited person who has unpaid delinquent penalties, liens, or assessments, any City permit, license, entitlement, or other City approval pertaining to the property, parcel or lot that is the subject of the penalty and administrative citation.

E. Any permit, license, entitlement or land use approval issued by the City may be subject to suspension or revocation of the permit, license, entitlement, or land use approval in accordance with the procedures set forth in the relevant Chapter of the LHMC if any unpaid penalty, interest or penalties remain delinquent for a period of more than thirty (30) days.

1-36.140 - Dismissal of citation.

The enforcement officer, with approval by the City Manager or the director, may dismiss an administrative citation that has been issued at any time if: (1) it is determined to have been issued in error; (2) it was issued to the incorrect person; or (3) it was otherwise issued incorrectly, in which event any deposit will be promptly refunded.

1-36.150 - Right to judicial review.

A. Either the contestant or the City aggrieved by a final written decision of a hearing officer on an administrative citation may obtain review of the hearing officer's decision by filing an appeal with the Orange County Superior Court, where the same shall be heard de novo, in accordance with the timeframes, procedures, and requirements set forth in Government Code section 53069.4(b), as may be amended from time to time.

B. Such procedure shall be available for all judicial review under this Chapter, notwithstanding that the term or condition being enforced pursuant to this Chapter may not be a matter covered by Government Code section 53069.4(a) or (b).

C. Judicial review of an administrative citation issued pursuant to this Chapter shall not be available unless and until all administrative remedies have been exhausted as provided in this Chapter.

1-36.160 – Alternative compliance actions.

Nothing in this Chapter shall be deemed to prevent the City from commencing a civil or criminal proceeding to enforce the provisions of this Code or any other ordinance of the City, or from pursuing any other legal means or remedies available to it in addition to or in lieu of the procedures set forth herein.

SECTION 3. CODE ADOPTION. The following provision of Title 1 (General Provisions), Chapter 1-32 (General Penalty), section 1-32.060 entitled, "Administrative Citations, Fines, and Penalties" of the Laguna Hills Municipal Code is hereby adopted to read as follows:

Chapter 1-32

GENERAL PENALTY

1-32.060 - Administrative Citations, Fines, and Penalties.

Notwithstanding the foregoing, any violation of any ordinance enacted by the City Council of the City of Laguna Hills is subject to an administrative fine or penalty in an amount established by resolution of the City Council in accordance with California Government Code section 53069.4.

SECTION 4. CEQA FINDINGS. The adoption of this Ordinance is not a project within the meaning of the California Environmental Quality Act and/or is exempted therefrom pursuant to Title 14 of the California Code of Regulations ("CEQA Guidelines") as follows: CEQA Guidelines section 15061(b)(3) provides that where it can be seen with certainty that there is no possibility that the Ordinance will have a significant effect on the environment, the Ordinance is not a project for purposes of CEQA. CEQA Guidelines section 15060(c) exempts a project from CEQA when it will not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

SECTION 5. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or a portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 6. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 11th day of September 2018.

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2018- X was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the 28th day of August 2018, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the 11th day of September 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Proposed Ordinance (1665 : Adoption of an Administrative Citation Ordinance)

STATE OF CALIFORNIA)
 COUNTY OF ORANGE) ss
 CITY OF LAGUNA HILLS)

AFFIDAVIT OF POSTING
 AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. 2018-X, being:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 1 (GENERAL PROVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE TO ADOPT NEW CHAPTER 1-36 AND AMENDING CHAPTER 1-32 (GENERAL PENALTY) TO ADOPT NEW SECTION 1-32.060 TO ENACT AN ADMINISTRATIVE CITATION PROGRAM

on the 30th day of August 2018, was published in summary in the Orange County Register; and on the ___th day of September 2018, was published in summary in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the 30th day of August 2018, and the ___th day of September 2018, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
 Laguna Hills Community Center
 Courtyard at La Paz Center

 MELISSA AU-YEUNG, CITY CLERK
 Laguna Hills, California

Attachment: Proposed Ordinance (1665 : Adoption of an Administrative Citation Ordinance)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 28, 2018

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

ISSUE: First Reading and Introduction of a Proposed Ordinance Amending Title 1 (General Provisions) of the Laguna Hills Municipal Code to Adopt New Chapter 1-36 and Amending Chapter 1-32 (General Penalty) to Adopt New Section 1-32.060 to Enact an Administrative Citation Program

RECOMMENDATION: That the City Council Introduce for First Reading, Read By Title Only, and Waive Further Reading, an Ordinance Entitled: “An Ordinance of the City Council of the City of Laguna Hills, California, Amending Title 1 (General Provisions) of the Laguna Hills Municipal Code to Adopt New Chapter 1-36 and Amending Chapter 1-32 (General Penalty) to Adopt New Section 1-32.060 to Enact an Administrative Citation Program.”

SUMMARY:

California Government Code Section 53069.4 authorizes general law cities to utilize civil penalties or administrative citations as a means of enforcing municipal code provisions. Many cities have enacted such administrative code enforcement remedies as an alternative or as a complement to civil actions or criminal prosecution of Municipal Code violations. Moreover, on December 13, 2016, as part of a cooperative agreement with the City of Mission Viejo to provide Animal Control services, the City Council approved an ordinance amending and restating Title 13 of the Laguna Hills Municipal Code (“LHMC”) regarding animal control, welfare, and licensing to substantially conform to similar ordinances in Mission Viejo. The amendments to LHMC Title 13 require the City to allow for the use of administrative citations to enforce the Animal Control provisions.

The proposed Ordinance adopts a new Chapter 1-36 to the LHMC, as well as other code

Adoption of an Administrative Citation Ordinance

August 28, 2018

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amendments, to add key provisions which allow the City the alternative to issue administrative citations and associated fines and penalties for Municipal Code violations, including Title 13 (Animal Control) provisions. The proposed Ordinance includes notice and service provisions, an appeal process, and a provision clarifying that the administrative citation process does not prevent the City from utilizing other enforcement methods or recovering abatement costs. Instead, it is an extra code enforcement tool for authorized animal control officers and City code enforcement officers to gain compliance with the Municipal Code.

Staff has worked with the City Attorney's office to prepare the proposed Administrative Citation Program and enabling Ordinance, which is attached hereto as **Attachment A**.

BACKGROUND:

If adopted by the City Council, Chapter 1-36 will be added to the Laguna Hills Municipal Code to establish an Administrative Citation Program to complement the City's existing code enforcement remedies and to provide another option to gain compliance with the Municipal Code.

Importantly, Section 5 of the Agreement with Mission Viejo for Animal Control and Shelter Services requires Laguna Hills to adopt an ordinance pertaining to animal control which allows animal control officers to issue administrative citations. The Animal Control Ordinance adopted by the City Council on December 13, 2016, includes specific provisions for administrative citations for violations of LHMC Title 13, but Laguna Hills must adopt an ordinance in accordance with Government Code section 53069.4 to enable authorized animal control officers and City code enforcement officers to issue these administrative citations. The Animal Control and Shelter Services Agreement requires enforcement officers to have the authority to issue administrative citations for LHMC Title 13 violations.

Depending on the severity of the Municipal Code violation, an administrative enforcement process may be a preferable alternative to criminal prosecution. The administrative citation process is generally speedy and efficient; it is oriented towards obtaining compliance; and moreover, it may in some cases conserve public resources.

AUTHORITY:

Under State law, the legislative body of a local agency may by ordinance make any violation of any ordinance enacted by the local agency subject to an administrative fine

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or penalty. The local agency is required, however, to set forth by ordinance the administrative procedures that will govern the imposition, enforcement, collection, and administrative review by the local agency of the administrative fines or penalties. The administrative procedures enacted by a local agency should provide for a reasonable period of time for a person responsible for a continuing violation to correct or to otherwise remedy the violation prior to the imposition of administrative fines or penalties. (Government Code section 53069.4.)

The Administrative Citation Process:

The administrative citation process begins by an enforcement officer issuing a written notice of violation and order setting forth the violations and establishing a compliance deadline. The notice includes a warning that administrative penalties of up to a specific dollar amount per day, per violation, may be issued as a consequence of failure to follow the order. The enforcement officer then conducts a re-inspection. If the violation remains, the enforcement officer issues an administrative citation. The administrative citation contains a correction date as well as a date by which the citation must be paid or appealed.

Should the property owner or responsible person appeal the citation, an administrative hearing will be scheduled within ninety days of the date of the appeal request. During the hearing, evidence is presented to a hearing officer. The hearing officer makes findings which result in a written order either upholding or rescinding the citation. This order then becomes a final decision and is appealable to the Orange County Superior Court. Failure to comply with the order may also result in the matter being referred to the City Attorney's office for legal action. Importantly, the administrative citation process does not in any way limit the ability of the City to utilize civil or criminal penalties to enforce the Municipal Code.

In the case of administrative citations, the amount of the penalty will be set forth in a schedule of penalties established by resolution of the City Council. A draft resolution with a proposed Administrative Citation Fines and Penalty Schedule for violations is attached hereto as **Attachment B** for review and consideration.

Staff proposes a system of standard penalty amounts as follows: \$100 for the first violation, \$200 for the second, same violation within one year of the citation for the first violation, and \$500 for the third, same violation within one year of the citation for the first violation. Should the violation continue, each subsequent citation penalty would also be \$500 for the duration of the year. Payment of any penalty is required within

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30 days from the date of the citation. The resolution would also establish late payment charges.

Standard Administrative Citation Fines and Penalty Amounts	
1 st Violation	\$100
2 nd Violation	\$200
3 rd Violation	\$500
Subsequent Violations	\$500

However, any administrative citations issued by Animal Control officers pursuant to Title 13 are subject to the penalties established in LHMC section 13-08.080(G), as follows: \$300 for the first violation, \$350 for the second, same violation within one year of the citation for the first violation, \$400 for the third, same violation within one year of the citation for the first violation, \$450 for the fourth, same violation within one year of the citation for the first violation, \$500 for the fifth, same violation within one year of the citation for the first violation, and \$550 for the sixth, same violation within one year of the citation for the first violation. Should the violation continue, each subsequent citation penalty would also be \$550 for the duration of the year. Payment of any penalty is required within 30 days from the date of the citation. The resolution would also establish late payment charges.

LHMC Title 13 (Animal Control) - Administrative Citation Fines and Penalty Amounts	
1 st Violation	\$300
2 nd Violation	\$350
3 rd Violation	\$400
4 th Violation	\$450

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5 th Violation	\$500
6 th Violation	\$550
Subsequent Violations	\$550

Application of the Administrative Citation Program is Proposed to be Limited at This Time to LHMC Title 13 (Animal Control) Only; Until the City Manager Directs Otherwise:

Establishment of administrative citation authority at this time is proposed only for purposes of enforcing the City's Animal Control Ordinance (LHMC Title 13), pursuant to the Agreement with the City of Mission Viejo, and Chapter 13-08 of Title 13.

Although the proposed Ordinance also establishes administrative citation authority and procedures for violations of any provision of the Laguna Hills Municipal Code, City staff does not intend to implement the Administrative Citation Program for violations of the Laguna Hills Municipal Code other than Title 13 at this time. City staff will not implement the Administrative Citation Program for Municipal Code violations other than LHMC Title 13 until such time as the City Manager so directs. This will allow staff more time to develop procedures and protocols necessary to implement the program. Per the LHMC, the City Manager is responsible for enforcement of all ordinances.

Staff recommends that the new Administrative Citation Program Ordinance be introduced for the first reading. The required second reading and adoption of the Ordinance, as well as adoption of the proposed Resolution establishing and adopting administrative citation fines and penalties, is anticipated to occur on September 11, 2018, and the Ordinance will become effective 30 days thereafter. Sample of copies of the proposed draft Administrative Citation Format, Notice of Violation Form Letter, Hardship Waiver Declaration, and Request to Appeal Administrative Citation are attached hereto as **Attachments C through F**.

CEQA FINDINGS:

Environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations, Title 14, Chapter 3, Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant adverse effect on the environment. If

Adoption of an Administrative Citation Ordinance

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approved, the proposed Ordinance would authorize the City to issue administrative citations in accordance with State law and would not have a significant or indirect effect on the environment.

FISCAL IMPACT:

It is anticipated that the adoption of the proposed Administrative Citation Program Ordinance will have no fiscal impact due to the utilization of existing staff, as well as current animal control officer and code enforcement resources. However, in the alternative, the proposed Ordinance may provide a cost savings by employing administrative versus civil or criminal proceedings in support of enforcement actions, which carry associated legal costs.

ATTACHMENTS:

- Attachment A - Proposed Ordinance
- Attachment B - Proposed Draft Resolution Establishing and Adopting Administrative Citation Fines and Penalties (For Future Consideration)
- Attachment C - Proposed Administrative Citation Format (Sample)
- Attachment D - Proposed Notice of Violation (Sample)
- Attachment E - Proposed Hardship Waiver Declaration (Sample)
- Attachment F - Proposed Request to Appeal Administrative Citation (Sample)

Attachment A - Ordinance



ORDINANCE NO. 2018-____

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 1 (GENERAL PROVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE TO ADOPT NEW CHAPTER 1-36 AND AMENDING CHAPTER 1-32 (GENERAL PENALTY) TO ADOPT NEW SECTION 1-32.060 TO ENACT AN ADMINISTRATIVE CITATION PROGRAM

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. PURPOSE AND FINDINGS. The purpose of this Ordinance is to enact an administrative citation program as authorized by Government Code section 53069.4 as an alternative method of enforcement for violations of the Laguna Hills Municipal Code in order to protect and promote the public health, safety, and general welfare. In furtherance of this objective, the City Council of the City of Laguna Hills hereby finds and determines that:

(a) Enforcement of the Laguna Hills Municipal Code (LHMC) throughout the City is an important public service. Code enforcement is vital to the protection of the public's health, safety, welfare and quality of life. The City Council recognizes that a comprehensive code enforcement system that uses a combination of administrative, civil, and criminal remedies helps to more effectively gain compliance with the LHMC.

(b) The City Council also recognizes that effective Animal Control provisions contribute to the overall public health, safety, and welfare in the City. To further improve the services provided by the City, the City Council recently entered into an Agreement with the City of Mission Viejo to provide Animal Control Services in Laguna Hills. As part of this Agreement, Laguna Hills was required to adopt Animal Control provisions consistent with those enacted by the City of Mission Viejo and to implement an administrative citation program to provide Animal Control officers the ability to issue administrative citations for violations of LHMC Title 13.

(c) Additionally, an administrative citation program may be used going forward as an alternative enforcement method to more effectively adjudicate the majority of nuisance-related LHMC violations. An administrative citation program and the establishment of appropriate fines and penalties are intended to act as a reasonable deterrent in preventing violations of the LHMC.

(d) There is a need for an alternative method of enforcement of the LHMC in accordance with the City's constitutional police power. An appropriate method of enforcement is the imposition of administrative penalties as authorized by both California Constitution Article XI, Section 7, and Government Code section 53069.4.

(e) The procedures established in this Ordinance shall be in addition to any criminal, civil, or other legal remedy established by law for violation of the LHMC.

(f) Use of this Ordinance for purposes of achieving compliance with the LHMC shall be at the sole discretion of the City.

SECTION 2. CODE ADOPTION. The following provisions of Title 1 (General Provisions), Chapter 1-36 entitled, "Administrative Citations and Penalties" of the Laguna Hills Municipal Code are hereby adopted to read as follows:

Chapter 1-36

ADMINISTRATIVE CITATIONS AND PENALTIES

- 1-36.010 - Statement of purpose and intent.**
- 1-36.020 - Definitions.**
- 1-36.030 - General enforcement authority.**
- 1-36.040 - Notice of violation.**
- 1-36.050 - Issuance of administrative citation.**
- 1-36.060 - Service procedure for notice of violation and administrative citation.**
- 1-36.070 - Contents of administrative citation.**
- 1-36.080 - Satisfaction of administrative citation.**
- 1-36.090 - Appeal of administrative citation.**
- 1-36.100 – Advance deposit hardship waiver.**
- 1-36.110 - Hearing procedure.**
- 1-36.120 - Hearing officer's decision.**
- 1-36.130 - Failure to pay penalties.**
- 1-36.140 - Dismissal of citation.**
- 1-36.150 - Right to judicial review.**
- 1-36.160 – Alternative compliance actions.**

1-36.010 – Statement of purpose and intent.

The City Council hereby finds and determines that enforcement of the Laguna Hills Municipal Code (LHMC or Code) pursuant to the City's police power is a matter of public health, safety, and welfare and serves important public purposes. This Chapter makes any violation of the provisions of this Code subject to administrative citation and fine. The City Council hereby adopts this Administrative Citation Program as authorized by Government Code section 53069.4 in order to achieve the following goals and objectives:

- A. To protect the public health, safety, and welfare of the citizens of the City.
- B. To gain compliance with the LHMC in a timely and efficient manner by encouraging voluntary and complete compliance with the provisions of this Code and to eliminate nuisances for the protection and benefit of the community.
- C. To establish administrative procedures for the imposition, enforcement, collection, and review of administrative citations and fines pursuant to

Government Code section 53069.4, as may be amended from time to time, and the City's plenary police power.

- D. To provide for an administrative process to appeal the imposition of administrative citations and penalties.

1-36.020 – Definitions.

“Administrative citation” means a written citation issued to a responsible person for any violation of this Code.

“Administrative citation process” means administrative citation warnings, administrative citations and penalties, and the administrative citation appeal and review procedures established by this Chapter.

“Administrative costs” means the administrative citation penalties and civil penalties assessed, all costs incurred by the City from first discovery of a violation through the appeal process and until compliance is achieved, including but not limited to staff time to inspect the property, preparation of notices, preparation for and attendance at any hearing, including appeal hearings, and all legal costs associated with obtaining compliance.

“Building violation” means any violation of this Code pertaining to building, plumbing, electrical, or other similar structural or zoning regulation that does not create an immediate danger to health or safety.

“Code” or “LHMC” means the Laguna Hills Municipal Code, the Laguna Hills Zoning and Development Code, or any ordinance adopted by the Laguna Hills City Council, including, but not limited to, all Uniform Codes or other codes or regulations of the State of California duly adopted by reference or otherwise applicable to the City of Laguna Hills.

“Director” means the director of the issuing department.

“Enforcement officer” means any employee or agent of the City authorized to enforce the provisions of this Code as designated by the City Manager, including but not limited to all law enforcement personnel, code enforcement officers, department directors or their designees, and any duly authorized animal control officers, whether independent contractors or employees.

“Hearing officer” means the person selected by the City Manager to serve as the appointed administrative hearing officer in connection with the timely appeal of an administrative citation.

“Responsible person” means any of the following:

1. A person who causes a Code violation to occur.
2. A person who maintains or allows a Code violation to continue, by his or her action or failure to act.

3. A person whose agent, employee, or independent contractor causes a Code violation by its action or failure to act.

4. A person who is the owner of, or a person who is a tenant, lessee or sublessee with the current right of possession of real property where a property-related Code violation occurs.

5. A person who is the on-site manager of a business, or a person actually or apparently in charge of the business.

6. A person who, pursuant to California Civil Code Section 2929.3, purchases residential property at a foreclosure sale, or acquires the residential property through foreclosure under a mortgage or deed of trust, where a property-related Code violation exists upon the residential property, and the residential property is vacant.

For purposes of this subsection “person” includes any natural person or legal entity, and the owners, majority stockholders, corporate officers, trustees, and general partners of a legal entity. There shall be a legal presumption that the record owner of a parcel according to the County’s latest equalized property tax assessment rolls and a tenant, lessee or sublessee of a parcel has notice of any Code violation existing on the premises.

For purposes of this Chapter, there may be more than one responsible person for a Code violation and more than one violator.

“Violator” means a person issued an administrative citation charging him or her as a responsible person for a Code violation.

1-36.030 - General enforcement authority.

A. Any violation of the LHMC, this Code, or any ordinance enacted by the City Council of the City of Laguna Hills is subject to an administrative fine or penalty.

B. Any enforcement officer, upon determining that any provision of this Code, which he or she is charged to enforce, has been violated has the authority to issue an administrative citation pursuant to this Chapter to any responsible person or persons. An enforcement officer may issue an administrative citation for a violation the officer did not see occur if the officer has determined, through reasonable investigation, that the person is a responsible person. Enforcement officers are authorized to issue notices of violation and administrative citations, inspect public and private property, and use whatever judicial and administrative remedies are available under the Code to ensure compliance with the LHMC, this Code, or any ordinance enacted by the City Council of the City of Laguna Hills.

C. Every person who applies for and receives a permit, license, or any type of land use approval (e.g., subdivision maps, use permits, site development permits, changed plans, variances, landscape plans, etc.), shall comply with all plan approvals and conditions imposed upon the issuance of the permit, license, or other approval. If a person violates any condition of such permit, license, or approval, he or she may be issued an administrative citation and may be liable for fines and penalties under the provisions of this Chapter.

D. The City may take into consideration the fact that a person has been issued an administrative citation(s) when the City is determining whether to suspend or revoke any permit, license, or any type of land use approval for the person and such administrative citations are evidence that the person has committed acts that are not compatible with the health, safety, and general welfare of other persons and businesses in the vicinity.

E. The issuance of an administrative citation pursuant to this Chapter is solely at the City's discretion and is one option available to the City for addressing violations of this Code. By adopting this Chapter, the City does not intend to limit its discretion to use any other remedy, civil or criminal, to enforce the provisions of this Code and any other ordinance of the City.

1-36.040 – Notice of Violation.

A. When a Code violation pertaining to building, plumbing, electrical, or other similar structural or zoning issues, that does not create an immediate danger to health or safety, is determined to exist on a property, the enforcement officer shall issue the responsible person(s) a Notice of Violation as provided in Section 1-36.060 at the property and/or at the address maintained on record for the property owner. For these types of violations only, the Notice of Violation shall allow at least 30 days for the responsible person(s) to correct or otherwise remedy the violation before an administrative citation is issued.

B. When any other Code violation is determined to exist, the enforcement officer shall issue the responsible person(s) a Notice of Violation as provided in Section 1-36.060 and provide a specific and reasonable amount of time to correct the violation. The Notice of Violation shall provide the responsible person a minimum of ten (10) calendar days to correct the violation. The enforcement officer, in consultation with the City Manager or the director, may determine an amount of time that is longer, if deemed reasonable and appropriate.

C. When a Code violation is considered to be an imminent danger to the public health, safety, and/or welfare, the enforcement officer, in consultation with the City Manager or the director, is not required to issue a Notice of Violation and instead may immediately commence abatement proceedings and/or issue an administrative citation.

D. Any Notice of Violation shall identify the violation(s) at issue, the date the violation was observed, the applicable Code section(s), the corrective action(s) required to obtain complete compliance, and, if applicable, the location of the property. The responsible person shall be advised that administrative citation(s) may be issued if

compliance is not obtained within the period specified in the Notice of Violation. If applicable, the responsible person(s) shall also be advised that an inspection fee, as established by resolution of the City Council, may be imposed for additional inspections required beyond one re-inspection to verify compliance.

E. The time specified for correction of a violation may be extended at the discretion of the enforcement officer, with approval by the City Manager or the director, one or more times, if it is determined that reasonable progress is being made to correct the violation or for other good cause.

F. If the violation also constitutes the performance of work without a required permit or in violation of an issued permit, the enforcement officer may issue a cease and desist order to temporarily and immediately halt the work and take any other action appropriate at that time.

1-36.050 - Issuance of administrative citation.

A. Any responsible person who violates any provision of this Code, other than Title 13 (Animal Control), may be issued an administrative citation pursuant to this Chapter by an enforcement officer authorized to issue such citations pursuant to Section 1-36.030, with approval by the City Manager or the director. Any responsible person who violates any provision of Title 13 (Animal Control) of this Code may be issued an administrative citation by an authorized animal control officer pursuant to the enforcement procedures set forth in Title 13.

B. When a Code violation is considered to be an imminent danger to the public health, safety, and/or welfare, the enforcement officer may immediately issue an administrative citation, with approval by the City Manager or the director.

C. Each and every day a violation exists constitutes a separate and distinct offense.

D. A fine or penalty shall be assessed by means of an administrative citation and shall be payable directly to the City of Laguna Hills.

E. Penalties shall be assessed for Code violations committed by the same responsible person as follows:

1. A penalty for each initial violation, in an amount established by resolution of the City Council;
2. A penalty for each instance of a second violation of the same Code violation within one (1) year from the date of the first violation, in an amount established by resolution of the City Council;
3. A penalty for each additional violation of the same Code within one (1) year from the date of the first violation, in an amount established by resolution of the City Council.

F. The responsible person issued an administrative citation shall be liable for and shall pay to the City the fine or penalties set forth in the citation when due pursuant to the provisions of this Chapter.

1-36.060 - Service procedure for notice of violation and administrative citation.

A notice of violation or administrative citation on a form approved by the City Manager or the director may be served upon any responsible person in the following manner:

- A. Personal service. In any case where a notice or administrative citation is issued:
 - 1. The enforcement officer shall attempt to locate and personally serve the responsible person(s) and in the case of an administrative citation obtain the signature of the responsible person(s) on the citation;
 - 2. If the responsible person(s) refuses or fails to either accept the notice or to sign or accept the administrative citation, their failure or refusal shall not affect the validity of the notice or the administrative citation or any subsequent proceedings.
- B. Service by posting notice. If the enforcement officer does not succeed in personally serving a responsible person(s):
 - 1. The enforcement officer shall post the notice or administrative citation or duplicate thereof in a conspicuous place on the property, parcel or lot where the property-related violation(s) exists or has occurred, and such posting shall be deemed effective service;
 - 2. Any such posted notice shall be photographed on the date of posting and retained by the enforcement officer, and a proof of service of the notice shall be made by declaration of the enforcement officer effecting the service.
- C. Service by mail. If the enforcement officer does not succeed in personally serving a responsible person(s), in addition to posting notice:
 - 1. The notice or administrative citation or duplicate thereof shall be mailed to the responsible person(s) at his or her residence or place of business by depositing the same in the United States Mail, postage prepaid as first class mail;
 - 2. A proof of service of the notice or administrative citation or duplicate thereof shall be made by declaration of the enforcement officer effecting the service.
- D. Effective. Service of a notice of violation or administrative citation is effective immediately upon hand-delivery or posting or five (5) calendar days after the date it is mailed, via first class mail, to the responsible person(s). Failure or refusal to accept a notice of violation or administrative citation or duplicate thereof does not invalidate the issuance of the notice or the administrative citation or any subsequent proceedings. Failure to receive any notice specified in this Chapter shall not affect the validity of any proceedings conducted hereunder.

1-36.070 - Contents of administrative citation.

Each administrative citation shall contain the following information:

- A. The date of service of the administrative citation and the date, time, address, or description of the location where the violation(s) was observed.
- B. The Code section(s) violated and a description of the violation(s).
- C. An order to the responsible person(s) to correct the violation(s) no later than the specified correction date. The order shall provide the responsible person a minimum of five (5) calendar days to correct the violation. The enforcement officer, in consultation with the City Manager or the director, may determine an amount of time for the correction date that is longer, if deemed reasonable and appropriate. The correction date shall be identified on the citation.
- D. An explanation of the consequences of failure to correct the violation(s) in a timely manner.
- E. The amount of the penalty for the violation(s).
- F. An explanation of how the penalty shall be paid and the penalty payment due date.
- G. Notice of the right to appeal the administrative citation, the time within which the citation may be appealed, and how to request a hearing to appeal the citation.
- H. The name and signature of the enforcement officer, as well as the City Manager or the director approving issuance of the citation, and, if obtained, the signature(s) of the responsible person(s).

1-36.080 - Satisfaction of administrative citation.

Upon service of an administrative citation, the cited person shall do the following:

- A. Remedy the violation(s) by or before the correction date specified on the administrative citation. Correcting the violation(s) shall not excuse or discharge payment of the penalty.
- B. Pay the penalty no later than thirty (30) days from the date of issuance of the citation as specified on the administrative citation. Fines shall be made payable to the City of Laguna Hills and delivered to the director of the department identified on the citation. Payment of a penalty shall not excuse or discharge the failure to correct the violation(s), nor shall it bar further enforcement action by the City.
- C. Late charges shall be imposed for penalty payments made after the penalty payment due date. The late charge for administrative citations issued for Code violations, other than Title 13 (Animal Control), shall be calculated at a rate of twenty-five percent (25%) of the penalty and will be imposed in addition to any outstanding penalty. Late charges for violations of any provision of Title 13 (Animal Control) may be assessed pursuant to the enforcement procedures set forth in Title 13.

1-36.090 - Appeal of administrative citation.

- A. Any recipient of an administrative citation, other than an administrative citation issued pursuant to Title 13, may appeal the citation by completing a written request for

hearing form, obtained as directed on the citation, and returning it to the department indicated on the citation, within thirty (30) calendar days from the date the administrative citation is served or deemed to have been served, together with a deposit in the total amount of the penalty, and any late charges.

B. Any recipient of an administrative citation issued pursuant to Title 13 may appeal said citation in accordance with the procedures set forth in Title 13.

C. Failure to file a timely appeal of an administrative citation shall be deemed a waiver of the right to appeal and to seek judicial review and the administrative citation shall be deemed final.

D. A cited person may contest an administrative citation on the grounds that:

1. There was no violation of the Code;
2. He or she is not the responsible person; or
3. If the violation was correctable, the violation was corrected within the compliance period provided.

1-36.100 – Advance deposit hardship waiver.

A. Any cited person who intends to appeal the administrative citation and who is financially unable to make the advance deposit required by Section 1-36.090(A) may request an advance deposit hardship waiver by completing a written deposit waiver form obtained as directed on the citation.

B. The advance deposit waiver request form shall be filed together with the appeal in the department indicated on the citation within thirty (30) calendar days from the date the administrative citation is served or deemed to have been served.

C. The deposit requirement as described in Subsection 1-36.090(A) shall be stayed until the director makes a determination regarding the waiver request.

D. The City Manager or the director may waive the requirement of an advance deposit only if the responsible person cited submits to the City a statement under penalty of perjury together with any required or supporting documents or materials demonstrating to the satisfaction of the City Manager or the director the cited person's actual financial inability to deposit with the City the full amount of the fine or penalty and late charge(s) in advance of the hearing.

E. If the City Manager or the director declines to issue a waiver, the responsible person cited shall remit the full deposit to the City within ten (10) calendar days of the date of that decision or thirty (30) calendar days from the date the administrative citation is served or deemed to have been served, whichever is later.

F. The City Manager or the director shall issue a written determination listing the reasons for determining to issue or not issue the hardship waiver. The written determination shall be final.

G. The written determination shall be served personally or by first-class mail, postage prepaid, upon the cited person who applied for the hardship waiver.

1-36.110 - Hearing procedure.

- A. No hearing to appeal an administrative citation shall be held unless and until a request for hearing form has been completed and timely filed with the director of the issuing department, as indicated on the citation, and the deposit has been fully paid, or a hardship waiver has been issued.
- B. The City Manager shall designate a hearing officer to preside over the administrative citation appeal hearing. The hearing officer shall not be a City employee.
- C. A hearing shall be set by the City Manager or the director for a date no sooner than thirty (30) calendar days and not more than ninety (90) calendar days from the date the request for hearing is completed and submitted in accordance with the provisions of this Chapter. The cited person requesting the hearing shall be notified in writing of the time and place set for the hearing and the name of the hearing officer at least ten (15) calendar days prior to the date of the hearing.
- D. The hearing officer shall only consider evidence that is relevant to whether the violation(s) occurred and whether the cited person created, committed, or maintained the violation(s). Courtroom rules of evidence shall not apply. Relevant hearsay evidence and written reports may be admitted whether or not the speaker or author is present to testify if the hearing officer determines that such evidence is relevant and reliable. Admission of evidence and the conduct of the hearing shall be controlled by the hearing officer in accordance with the fundamentals of due process. The hearing officer may set reasonable limits on the length of the hearing and shall allow the contestant at least as much time to present his/her case as is allowed to the City.
- E. The cited person contesting the administrative citation shall be given the opportunity to testify and present witnesses and evidence concerning the administrative citation. The City's case shall be presented by any person designated by the City Manager. The contestant and City may be represented by legal counsel.
- F. The failure of the contestant to appear at the hearing shall constitute a forfeiture of the penalty and a failure to exhaust administrative remedies.
- G. The administrative citation and any additional documents prepared by the City in connection with the violation(s) may be submitted and shall constitute prima facie evidence of the respective facts contained in those documents.
- H. If the enforcement officer, or the enforcement officer's designee, submits any additional documents concerning the administrative citation to the hearing officer for consideration at the hearing, then, whenever possible, a copy of such document(s) shall be served by mail on the contestant at least five (5) calendar days prior to the date of the hearing.
- I. The hearing officer may continue the hearing or request additional information from the enforcement officer, or the enforcement officer's designee, or the contestant prior to issuing a written decision.

1-36.120 - Hearing officer's decision.

- A. After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to grant or deny the appeal within fifteen (15) business days of the completion of the hearing.
- B. If the hearing officer denies the appeal, then the cited person's deposit shall be retained by the City.
- C. If the hearing officer grants the appeal, then the City shall refund the deposit within thirty (30) business days from the date of the final written decision.
- D. The contestant and City shall each be served with a copy of the hearing officer's final written decision.
- E. The hearing officer's decision shall be final.

1-36.130 - Failure to pay penalties.

- A. Administrative citation fines shall be a debt to the City and subject to all remedies for debt collection allowed by law. The failure of the cited person to pay a citation penalty or late penalty in a timely manner may result in the imposition of a special assessment and/or lien against the real property on which the violation occurred, or the matter may be referred to the City Attorney to pursue any other legal remedy to collect administrative fines, including, without limitation, the referral of such collection to a collection agency.
- B. The City may place a lien or special assessment on property that is the subject of a citation if the citation has been issued to the current property owner of record. The person issued an administrative citation, or any other person with a legal or equitable interest in the property that is the subject of the administrative citation, may contest the imposition of a lien or special assessment for such administrative citation penalty only by seeking a hearing pursuant to Section 1-36.090. Failure to seek such a hearing shall constitute a waiver by such person of that person's right to contest the imposition of any lien and special assessment pursuant to this subsection.
- C. If an unpaid administrative citation has been issued and has become final, the City, in addition to any other remedies it may have, may take the following actions in order to recover such unpaid delinquent administrative fines and late payment fees as a lien or special assessment on the real property that is the subject of the citation:
 - 1. Annually, or more often as determined by the City Council, the City Council may, by ordinance or resolution, confirm the amounts of the liens and special assessments sought to be collected from each respective property.
 - 2. The City Council's confirmation shall include the amounts of the administrative citation fines, any late payment penalties associated therewith, and any applicable interest. Upon such confirmation, the City Council shall authorize City staff to take any further steps necessary to enforce collection of the liens and special assessments, including but not limited to the following:

- a. Requesting the County Recorder to record a notice of any lien confirmed by the City Council against the respective property; and
- b. Requesting the County Tax Collector on behalf of the City to collect any special assessment confirmed by the City Council.

3. Except as provided in Subsection (C)(4) of this section, the amount of the proposed lien may be collected as a special assessment at the same time and in the same manner as property taxes are collected. All laws applicable to the levy, collection, and enforcement of ad valorem taxes shall be applicable to the proposed lien, including that the property subject to a special assessment may be sold after three (3) years by the Tax Collector for unpaid delinquent assessments. However, if any real property to which the lien would attach has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attached thereon, prior to the date on which the first installment of taxes would become delinquent, then the lien that would otherwise be imposed by this section shall not attach to real property and the costs of enforcement relating to the property shall be transferred to the unsecured roll for collection.

4. If the City Council determines that the proposed lien authorized pursuant to subsection (C) of this section shall also become a lien, the City Council may also cause a notice of lien to be recorded. This lien shall attach upon recordation in the office of the County Recorder and shall have the same force, priority, and effect as a judgment lien, not a tax lien. The notice shall, at a minimum, identify the record owner of the property, the last known address of the record owner, the date upon which the lien was created against the property, the amount of the lien, and include a description of the real property subject to the lien.

D. The City may also refuse to issue, extend, or renew to any cited person who has unpaid delinquent penalties, liens, or assessments, any City permit, license, entitlement, or other City approval pertaining to the property, parcel or lot that is the subject of the penalty and administrative citation.

E. Any permit, license, entitlement or land use approval issued by the City may be subject to suspension or revocation of the permit, license, entitlement, or land use approval in accordance with the procedures set forth in the relevant Chapter of the LHMC if any unpaid penalty, interest or penalties remain delinquent for a period of more than thirty (30) days.

1-36.140 - Dismissal of citation.

The enforcement officer, with approval by the City Manager or the director, may dismiss an administrative citation that has been issued at any time if: (1) it is determined to have been issued in error; (2) it was issued to the incorrect person; or (3) it was otherwise issued incorrectly, in which event any deposit will be promptly refunded.

1-36.150 - Right to judicial review.

A. Either the contestant or the City aggrieved by a final written decision of a hearing officer on an administrative citation may obtain review of the hearing officer's decision by filing an appeal with the Orange County Superior Court, where the same shall be heard de novo, in accordance with the timeframes, procedures, and requirements set forth in Government Code section 53069.4(b), as may be amended from time to time.

B. Such procedure shall be available for all judicial review under this Chapter, notwithstanding that the term or condition being enforced pursuant to this Chapter may not be a matter covered by Government Code section 53069.4(a) or (b).

C. Judicial review of an administrative citation issued pursuant to this Chapter shall not be available unless and until all administrative remedies have been exhausted as provided in this Chapter.

1-36.160 – Alternative compliance actions.

Nothing in this Chapter shall be deemed to prevent the City from commencing a civil or criminal proceeding to enforce the provisions of this Code or any other ordinance of the City, or from pursuing any other legal means or remedies available to it in addition to or in lieu of the procedures set forth herein.

SECTION 3. CODE ADOPTION. The following provision of Title 1 (General Provisions), Chapter 1-32 (General Penalty), section 1-32.060 entitled, "Administrative Citations, Fines, and Penalties" of the Laguna Hills Municipal Code is hereby adopted to read as follows:

Chapter 1-32

GENERAL PENALTY

1-32.060 - Administrative Citations, Fines, and Penalties.

Notwithstanding the foregoing, any violation of any ordinance enacted by the City Council of the City of Laguna Hills is subject to an administrative fine or penalty in an amount established by resolution of the City Council in accordance with California Government Code section 53069.4.

SECTION 4. CEQA FINDINGS. The adoption of this Ordinance is not a project within the meaning of the California Environmental Quality Act and/or is exempted therefrom pursuant to Title 14 of the California Code of Regulations ("CEQA Guidelines") as follows: CEQA Guidelines section 15061(b)(3) provides that where it can be seen with certainty that there is no possibility that the Ordinance will have a significant effect on the environment, the Ordinance is not a project for purposes of CEQA. CEQA Guidelines section 15060(c) exempts a project from CEQA when it will not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

SECTION 5. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or a portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 6. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2018.

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing Ordinance No. _____ was duly introduced
and placed upon its first reading at a Regular Meeting of the City Council on the
_____ day of _____ 2018, and that thereafter, said Ordinance
was duly adopted and passed at a Regular Meeting of the City Council held on the
_____ day of _____ 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

AFFIDAVIT OF POSTING
AND PUBLICATION

Melissa Au-Yeung, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

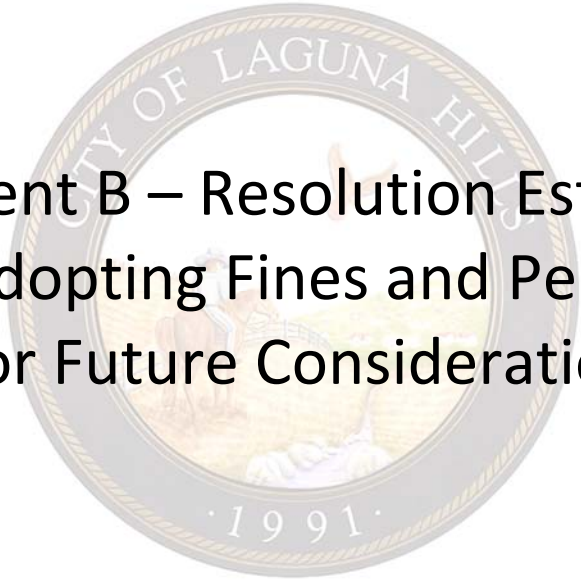
That in compliance with State Laws of the State of California, ORDINANCE NO. _____, being:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 1 (GENERAL PROVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE TO ADOPT NEW CHAPTER 1-36 AND AMENDING CHAPTER 1-32 (GENERAL PENALTY) TO ADOPT NEW SECTION 1-32.060 TO ENACT AN ADMINISTRATIVE CITATION PROGRAM

on the _____ day of _____ 2018, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the _____ day of _____ 2018, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
Courtyard at La Paz Center

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a person in a white robe, possibly a saint or a historical figure, standing on a rocky outcrop. The person is holding a staff or a similar object. The background of the seal is a light yellow or gold color. The words "CITY OF LAGUNA HILLS" are written in a circular path around the central image. At the bottom of the seal, the year "1991" is inscribed.

Attachment B – Resolution Establishing and Adopting Fines and Penalties (For Future Consideration)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF LAGUNA HILLS, CALIFORNIA,
ESTABLISHING AND ADOPTING
ADMINISTRATIVE CITATION FINES AND
PENALTIES

WHEREAS, California Government Code section 53069.4 authorizes general law cities to adopt an Administrative Citation Program and related fines and penalties; and

WHEREAS, the City Council, at its regular meeting of ____, 2018, adopted an ordinance enacting an Administrative Citation Program for violations of the Laguna Hills Municipal Code, as defined, as well as any ordinances adopted by the City Council; and

WHEREAS, Chapters 1-36 and 13-08 of the Laguna Hills Municipal Code provide that the amount of the Administrative Citation Program fines and penalties shall be set forth in a schedule of administrative fines and penalties established by resolution of the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. Adoption and Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated by reference herein.

SECTION 2. Adoption of Administrative Citation Fines and Penalties. The City Council hereby adopts and approves the Administrative Citation Program Fines and Penalties Schedule as set forth in Exhibit "A," a copy of which is attached hereto and incorporated herein by reference. The City Clerk is hereby authorized and directed to incorporate the Administrative Citation Program fines and penalties established herein, as set forth in Exhibit "A" attached hereto, into the City's Comprehensive Fee Schedule.

SECTION 3. Environmental Exemption. The adoption of this Resolution is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15273 of CEQA Guidelines and Section 21080(b)(8) of the Public Resources Code; and in accordance with such determination, City staff is hereby directed to file a Notice of Exemption upon adoption of this Resolution.

SECTION 4. Severability. If any penalty adopted by this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such fee, rate, or charge shall be deemed a separate, distinct, and independent provision of this Resolution, and such holding shall not affect the validity of

the remaining penalties adopted or revised herein. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2018.

Melody Carruth, Mayor
City of Laguna Hills

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. adopted by the City Council of the City of Laguna Hills, California, at a regular meeting thereof, held on the ___ of _____2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Exhibit “A”

Administrative Citation Program Fines and Penalties Schedule

Standard Administrative Citation Penalties

First violation	\$100
Second violation within the calendar year	\$200
Third violation within the calendar year	\$500
All subsequent violations within the calendar year	\$500

Local Building and Safety Code Administrative Citation Penalties

First violation	\$100
Second violation within the calendar year	\$500
Third violation within the calendar year	\$1,000
All subsequent violations within the calendar year	\$1,000

Late Payment Penalties – Standard Administrative Citation Penalties and Local Building and Safety Code Administrative Penalties

Payment for Administrative Citations is due by or before 30 days from the date the Citation is issued. Late payments are subject to a penalty of 25% of the amount of the citation.

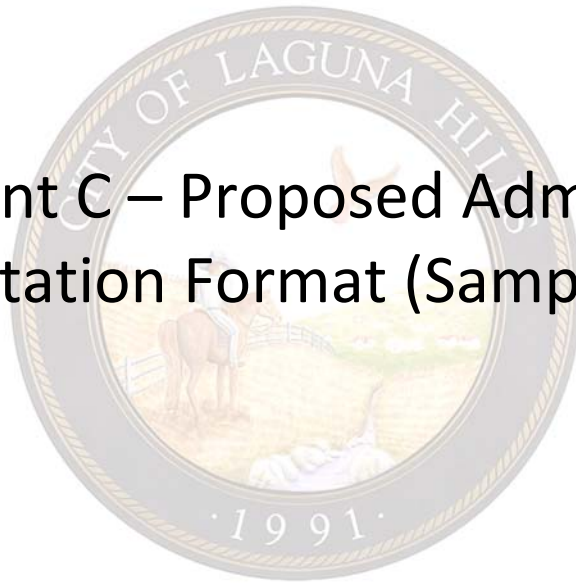
Administrative Citation Penalties for Violations of Title 13 – Animal Control

First violation	\$300
Second violation within the calendar year	\$350
Third violation within the calendar year	\$400
Fourth violation within the calendar year	\$450
Fifth violation within the calendar year	\$500
Sixth violation within the calendar year	\$550
All subsequent violations within the calendar year	\$550

Late Penalties – Title 13 Animal Control

Payment for Administrative Citations is due by or before 30 days from the date the Citation is issued. A late penalty in the same amount of the underlying fine amount due pursuant to the above table shall accrue and be charged for any fine not paid within fifteen (15) days of the due date, such that the total amount due is double the unpaid fine amount.

Attachment C – Proposed Administrative Citation Format (Sample)





**CITY OF LAGUNA HILLS
COMMUNITY DEVELOPMENT DEPARTMENT
CODE ENFORCEMENT DIVISION**

24035 El Toro Road
LAGUNA HILLS, CALIFORNIA 92653

(949) 707-
FAX (949) 707-

ADMINISTRATIVE CITATION

Citation Number: _____
Citation Issuance Date: _____
Citation Issuance Time: _____ AM/PM
Payment Due Date: _____
Correction Date: _____

Violation Address: _____
APN: _____

On _____, Laguna Hills _____ inspected property located at _____, and observed the following Laguna Hills Municipal Code (LHMC) violations. Pursuant to LHMC Chapter 1-36 and Title 13, these violations are subject to the following specified penalties. Violation correction and penalty payment must be completed no later than _____. (PLEASE BE ADVISED: Penalty payment information, an explanation of consequences for failure to timely correct cited violations and remit penalty payments, and notice of right to appeal the administrative citation are found on Attachment 1 to this Administrative Citation).

1st Citation

\$ _____

1. LHMC _____ Title of Code Section
Description of violation.
CORRECTIVE ACTION: Description of action needed to abate violation.
2. LHMC _____ Title of Code Section
Description of violation.
CORRECTIVE ACTION: Description of action needed to abate violation.
3. LHMC _____ Title of Code Section
Description of violation.
CORRECTIVE ACTION: Description of action needed to abate violation.

4. **LHMC** _____ **Title of Code Section**

Description of violation.

CORRECTIVE ACTION: Description of action needed to abate violation.

TOTAL PENALTIES DUE \$ _____

Pay the **TOTAL PENALTIES DUE** as shown below. If you elect to pay by check, please include the Citation Number on the check and make the check payable to the City of Laguna Hills.

Please remit payment and mail to:

City of Laguna Hills
Attn: Community Development Director
Code Enforcement Citation Processing
24035 El Toro Road
Laguna Hills, CA 92653

Should you have any questions regarding this administrative citation, you are encouraged to contact your inspector, _____ between the hours of _____ a.m. and _____ p.m. Monday through Friday.

By:

NAME
Code Enforcement Officer
(949) 707-2600

NAME/TITLE
[City Manager or Community Development Director]

ATTACHMENT 1
ADMINISTRATIVE CITATION INFORMATION SHEET

Laguna Hills Municipal Code (LHMC) Chapter 1-36 and Title 13 provide for the issuance of administrative citations for Laguna Hills Municipal Code violations. The Administrative Citation Program and the establishment of appropriate penalties are intended to act as a reasonable deterrent to prevent LHMC violations.

Penalty Schedule

Each day a violation exists constitutes a separate and distinct offense. Standard penalties are imposed as follows: a \$100 penalty will be imposed for the initial violation. A \$200 penalty will be imposed for a second violation of the same code section committed within one year from the date of the initial violation. A \$500 penalty will be imposed for all subsequent violations of the same code section committed within one year from the date of the initial violation. Penalties for LHMC Title 13 Animal Control related administrative citations are imposed as follows: a \$300 penalty will be imposed for the initial violation. A \$350 penalty will be imposed for a second violation of the same code section committed within one year from the date of the initial violation. A \$400 penalty will be imposed for a third violation of the same code section committed within one year from the date of the initial violation. A \$450 penalty will be imposed for a fourth violation of the same code section committed within one year from the date of the initial violation. A \$500 penalty will be imposed for a fifth violation of the same code section committed within one year from the date of the initial violation. A \$550 penalty will be imposed for all subsequent violations of the same code section committed within one year from the date of the initial violation. Penalties for local building and safety code administrative citations are imposed as follows: a \$100 penalty will be imposed for the initial violation. A \$500 penalty will be imposed for a second violation of the same code section committed within one year from the date of the initial violation. A \$1,000 penalty will be imposed for all subsequent violations of the same code section committed within one year from the date of the initial violation.

Consequence of Failure to Pay the Penalty

Failure to pay penalty within the specified time period may result in a late charge for 25% of the administrative citation penalty for violations of any LHMC Section, other than Title 13. Failure to pay penalty within the specified time period for violations of Title 13 may result in a late charge of 100% of the administrative citation penalty. Failure to pay a penalty or late charge may result in imposition of a special assessment and/or lien against the real property on which the violation occurred, filing of a claim with the small claims court for recovery of the penalty and all cost associated with such filing, suspension and/or revocation of any City permits, business licenses, or land use approvals, or any other legal remedy available to the City to collect such money.

Consequence of Failure to Correct Violations

Failure to correct violations within the specified time period may result in civil penalties, abatement, criminal prosecution, civil litigation, recording the violation with the County Recorder, and forfeiture of certain State tax benefits for substandard residential rental property.

Rights of Appeal

A cited person may appeal administrative citations. The appeal must be requested within thirty (30) calendar days from the date of service of the citation. In order to appeal, a completed Request for Hearing form (available from the Community Development Department or online at www.ci.laguna-hills.ca.us) together with a deposit in the total amount of all outstanding penalty and late charges must be submitted to the City of Laguna Hills, Attn: Community Development Director, 24035 El Toro Road, Laguna Hills, CA 92653. Requesting an appeal does not relieve the cited person from the requirement to correct all LHMC violations as specified.

Generally, the only relevant evidence considered on appeal is whether the violation(s) existed on the date and time the administrative citation was issued and/or whether the cited person is the responsible person who caused or maintained the violation(s).

If an appeal is denied, the entire deposit shall be retained by the City as payment in full of outstanding penalties and late fees. If an appeal is upheld, the entire deposit shall be refunded to the cited person within thirty (30) business days from the date of the hearing officer's final written decision. Failure to properly file a written appeal within the appropriate time frame shall constitute a waiver of the cited person's right to appeal and seek judicial review, and the administrative citation shall be deemed final.

How to Pay Your Penalty

The amount of your penalty is indicated on the front of this citation. You are required to pay your penalty in full within thirty (30) days of the date of issuance of the citation, as noted on the citation. Please mail your payment in the envelope provided. Payment may be made by personal check, cashier's check, or money order payable to the City of Laguna Hills. Please write the citation number on your check or money order. **Payment of the penalty shall not excuse the failure to correct the violation nor shall it bar further administrative, civil, or criminal enforcement action by the City of Laguna Hills.**

Contact Numbers

Should you have questions regarding this Citation, contact your Inspector at (949) 707-2600 for questions regarding payment and/or appeals.

Administrative citations are imposed pursuant to Laguna Hills Municipal Code Chapter 1-36 and Title 1.

Attachment D – Proposed Notice of Violation Form Letter (Sample)



[DATE]

NOTICE OF VIOLATION
AND
ADMINISTRATIVE CITATION WARNING NOTICE

[NAME]

[ADDRESS]

[LAGUNA HILLS, CA ZIP]

Dear Mr./Ms. NAME:

An inspection of the property located at ADDRESS on DATE at TIME revealed the following violation(s) of the Laguna Hills Municipal Code (“LHMC” or “Code”). As owner, occupant, tenant, or parent of a minor owner, occupant, or tenant, you are the responsible party for the violation(s). This letter is a Notice of Violation. As the responsible party, the City requires you to correct the violation(s) as stated below:

Case No.:

APN:

Property Address:

Violations

1. LHMC Section

Description of Violation:

Corrective Action Required for Compliance:

2. LHMC Section

Description of Violation:

Corrective Action Required for Compliance:

Corrections must be completed by DATE. At that time, the City may re-inspect the property to verify compliance. If you choose not to comply by this date and the violation(s) continue, the City may issue an administrative citation. The Administrative Citation Program imposes fines and penalties in the amount of \$100 for the initial violation, \$200 for a second violation of the same Code violation committed within one year from the date of the initial citation, and \$500 for any subsequent violation of the

same Code violation committed within one year of the initial citation. Issuance of an administrative citation does not preclude any other enforcement action if compliance is not achieved by the correction date provided.

Should you have any questions regarding this Notice of Violation, please do not hesitate to contact your inspector, NAME, at NUMBER, between the hours of TIME on DAYS.

Sincerely,

NAME OF INSPECTOR

cc: City Manager
Community Development Director

Attachment E – Proposed Hardship Waiver Declaration (Sample)



On Supporting Waiver of Advanced Deposit
Based on Hardship
For
Administrative Citation Appeal

Please fill out this form stating all of the reasons that you are unable to pay the advanced deposit required by the City of Laguna Hills to request an administrative citation appeal. Provide as many details as possible explaining why you cannot pay the amount owed. Also, indicate the amount that you can pay, if any. Please sign and date this declaration in the space provided. Return this form along with a copy of your last IRS W2 form and most recent bank statement to the City. Please feel free to redact your social security number and/or bank account number from any documentation submitted, as doing so will not adversely impact the City's consideration of your request.

I, _____, Declare:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

(You may continue the declaration on a separate document, if necessary)

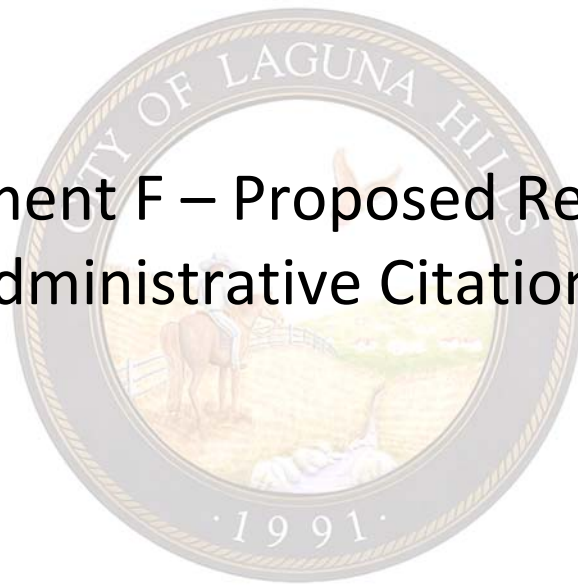
I hereby declare under penalty of perjury under the laws of the State of California that the foregoing statement is true and correct, and that this declaration was executed on _____ in _____, California.

Name _____

Signature _____

Date _____

Attachment F – Proposed Request to Appeal Administrative Citation (Sample)



NOTICE OF REQUEST FOR ADMINISTRATIVE CITATION APPEAL AND HEARING

ONLY person(s) issued the administrative citation may request an appeal hearing.

PLEASE BE ADVISED: Any recipient of an administrative citation, other than an administrative citation issued pursuant to Title 13, may appeal the citation by completing a written request for hearing form, obtained as directed on the citation, and returning it to the department indicated on the citation, within thirty (30) calendar days from the date the administrative citation is served or deemed to have been served, together with a deposit in the total amount of the penalty, and any late charges. Requesting an appeal does not relieve the cited party from the requirement to pay fines for outstanding violations.

Citation No(s):	Citation Date(s):
Location of Violation(s):	Violation(s):
Cited Party Name:	Phone No:
Mailing Address:	Please explain your reason for believing this citation(s) was issued in error: ☐ I am not the person responsible for the cited violation. ☐ There was no violation of the Code. ☐ If the violation was correctable, the violation was corrected within the compliance period provided.

1. An advance deposit in the amount of the full citation fine, with the request for appeal, must be received no later than thirty (30) calendar days from the date the citation is served or deemed to have been served.
2. An appeal hearing will be scheduled for a date not sooner than thirty (30) calendar days and not more than ninety (90) calendar days from the date the request for hearing is submitted.
3. If you are unable to pay the advanced deposit, you may request an advance deposit hardship waiver within thirty (30) calendar days from the date the administrative citation is served or deemed to have been served.
4. Any form submitted without all required information and/or proper documentation will be rejected.

I understand the appeal hearing is limited to relevant evidence as to those grounds indicated above. I hereby declare under penalty of perjury that I am the cited party and the foregoing statement and information provided to the City by me herein is true and correct.

Signature:

Date:



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 11, 2018

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

ISSUE: Second Reading & Adoption of Proposed Ordinance Amending Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Updating Chapter 9-56 (Animal Regulations) to Ensure Consistency with Title 13 (Animals)

RECOMMENDATION: That the City Council adopt an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, adopting Zoning Text Amendment No. 2-17-3777, an amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, updating Chapter 9-56 (Animal Regulations) to ensure consistency with Title 13 (Animals)."

SUMMARY:

The proposed Ordinance will align the provisions of Title 9 with the previously-adopted Animal Ordinance (Title 13), per the approved Agreement with the City of Mission Viejo.

A copy of the proposed Ordinance and the Staff Report for the introduction of the Ordinance, including attachments, are included as attachments to this report. The City Council introduced the Ordinance by a vote of 4-0-0. It is in order to adopt the Ordinance.

ATTACHMENTS:

- Proposed Ordinance
- August 28, 2018 Introduction to Ordinance Staff Report and Attachments

ORDINANCE NO. 2018-X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. 2-17-3777, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, UPDATING CHAPTER 9-56 (ANIMAL REGULATIONS) TO ENSURE CONSISTENCY WITH TITLE 13 (ANIMALS)

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code (LHMC) establishes allowable uses of property within all zoning districts in the City; and,

WHEREAS, Title 13 of the LHMC imposes rules, regulations, and licensing requirements that are reasonably necessary to protect the health, safety, and welfare of the citizens of the City and would facilitate meaningful and effective regulation of animals; and,

WHEREAS, On January 10, 2017, the City Council of the City of Laguna Hills adopted Ordinance 2017-1 which amended and restated Title 13 of the LHMC relating to animal control, welfare and license requirements, per the Agreement for Animal Control and Shelter services with the City of Mission Viejo; and,

WHEREAS, This Ordinance is a City-initiated zoning text amendment subject to Chapter 9-90 of the LHMC. Adoption of an amendment to the LHMC is a legislative act of the City Council subject to consideration and approval of an ordinance after a public hearing (LHMC § 9-90.050 and 060); and,

WHEREAS, The City Council of the City of Laguna Hills has held a duly noticed public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties at a public hearing held on August 28, 2018.

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, 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 of the City of Laguna Hills hereby finds and determines that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations, Title 14, Chapter 3, 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) because it has no potential for resulting in physical change to the environment, directly or indirectly. Approval of the proposed Ordinance would not approve any development project, and would ensure consistency between the Zoning Code and Title 13 (Animals) of the LHMC.

SECTION 3 Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-56 (Animal Regulations), is hereby amended to read as follows:

Chapter 9-56 ANIMAL REGULATIONS

Sections:

- 9-56.010 Purpose and intent.
- 9-56.020 Commercial animal facilities.
- 9-56.030 Keeping of animals in residential districts.
- 9-56.040 Permitted animals.
- 9-56.050 Prohibited animals.
- 9-56.060 Animal restraint.
- 9-56.070 Animal structures.
- 9-56.080 Boarding of animals.
- 9-56.090 Maintenance of premises.
- 9-56.100 Special animal permit.
- 9-56.110 Application for special animal permit.
- 9-56.120 Requirements for complete special animal permit applications.
- 9-56.130 Notice of application for special animal permit.
- 9-56.140 Approval or denial of special animal permit.
- 9-56.150 Appeal procedure.
- 9-56.160 Special animal permit validity.

9-56.010 Purpose and intent.

The purpose and intent of this chapter is to provide guidance and standards with regard to the keeping of animals within the community. Additional rules and regulations can be found in Title 13.

9-56.020 Commercial animal facilities.

A conditional use permit shall be required for any commercial animal facility including equitation facilities, kennel facilities or a veterinary service hospital/clinic on any lot within any zone where so permitted. Facilities are subject to the requirements of Chapter 13-48, and a license or animal permit issued by the City of Mission Viejo Animal Services Manager or designee may be required as a condition of approval for any conditional use permit needed to develop commercial animal facilities.

Where permitted, all animal maintenance activities, kennels, clinics, hospitals, sales and grooming facilities or uses shall be conducted within a totally enclosed building and shall

comply with appropriate development standards of the underlying zone. Grooming of equine animals is permitted outdoors provided that appropriate drainage facilities are available for washing activities and that clippings are disposed of in a trash receptacle.

9-56.030 Keeping of animals in residential districts.

Animal husbandry is permitted within residential districts of the city. All animal maintenance activities shall be conducted within a totally enclosed building with the exception of domesticated farm animals which may be groomed outdoors provided that appropriate drainage facilities are available for washing activities and that clippings are disposed of in a trash receptacle.

9-56.040 Permitted animals.

The following animals are permitted within residential districts of the city:

- A. Not more than four licensed dogs over the age of four months and four cats over the age of four months.
- B. Ten hamsters, guinea pigs, domesticated rats mice or other mammals of similar size, nonpoisonous snakes, reptiles, birds, or any combination thereof.
- C. Amphibians or fish contained in aquariums or ponds.
- D. A minimum lot size of fifteen thousand (15,000) square feet is required for the keeping of domesticated farm animals. The number of domesticated farm animals permitted on any given property shall be based on the following measure of animal units:

Type of Animal	# of Units
1 horse, pony, donkey or mule	1
1 cow	1
1 sheep	1
2 miniature horses	1
2 goats	1
2 pot-bellied pigs	1
3 rabbits	1
1 emu/ostrich	1
1 llama/alpaca/guanaco	1
6 chickens	1

2 turkeys	1
2 ducks	1
2 geese	1
8 homing pigeons	1

The permitted number of animal units shall be based on the following:

Min. Lot Size (acres)	# of Animal Units
15,000 sq. ft. (0.34)	2
21,780 sq. ft. (0.50)	3
32,670 sq. ft. (0.75)	4
43,560 sq. ft. (1.00)	5
54,450 sq. ft. (1.25)	6
65,340 sq. ft. (1.50)	7
76,230 sq. ft. (1.75)	8
87,120 sq. ft. (2.00)	9
98,010 sq. ft. (2.25)	10

1. No more than ten animal units shall be allowed on any residential lot or parcel.
2. Young animals born to a permitted animal may be kept on the site, without constituting additional animal units, until such animals are weaned. For cats and dogs this period shall not exceed four months. For horses this period shall not exceed twelve (12) months. For other animals not listed, the weaning period shall not exceed six months.
3. A minimum of one hundred fifty (150) square feet of flat lot area (slope less than ten percent) shall be provided for each horse.

The keeping of a type or number of animal not specified herein shall require the approval of a special animal permit (Section 9-56.110 of this chapter) and an Additional or Unusual Animal License as required pursuant to Chapter 13-44.

9-56.050 Prohibited animals.

The following are prohibited within residential districts of the city:

- A. Crowing type birds or fowl, including but not limited to roosters and peacocks.

- B. More than the number and type of animals specified in Section 9-56.040 of this chapter unless a special animal permit from the city and an Additional or Unusual Animal License are obtained, as required pursuant to Chapter 13-44.
- C. Maintenance and care of permitted species which fails to protect the health and physical care of the species or creates public health, safety, or nuisance violations.
- D. Apiaries, except as provided for by Chapter 9-12 of this title.
- E. Any species of animal the possession of which is prohibited by state or federal law.

9-56.060 Animal restraint.

Each owner of an animal shall be responsible to insure proper control and restraint of such animal in a manner that provides both the animal and general public reasonable protection. All species when not enclosed by fencing or suitable enclosure shall be restrained by leash or tether or transported within enclosed vehicles or cages.

9-56.070 Animal structures.

Structures or facilities used to house domesticated farm animals shall be considered accessory structures. In order to provide reasonable protection to adjacent uses and insure the general health and welfare, greater setbacks and limitations are needed for these facilities than are permitted for typical accessory structures under the code. No open domesticated farm animal facility including, but not limited to, a pasture, corral, or paddock shall be located closer than fifty (50) feet to any residential structure on an adjacent lot or building pad for vacant parcels, or within any front yard setback area. Enclosed domesticated farm animal structures, such as barns, stalls, or tack rooms shall adhere to the same standards as open animal facilities except that enclosed structures shall be set back ten feet from any side property line, unless they are located within the required rear yard setback in which case they may be located three feet from any side or rear property line.

9-56.080 Boarding of animals.

The boarding of domesticated farm animals other than equine is prohibited. Not more than two horses, donkeys, mules or other equine which are not for the personal use of the occupant of the lot or parcel may be kept, maintained, or otherwise boarded on the lot or parcel, whether or not compensation in the form of money, goods or services is received from the owner or user of the animal, subject to the following conditions:

- A. Such boarding shall only be conducted by the owner-occupant of the property. Boarding by other than owner-occupants is prohibited.
- B. Any equine boarded pursuant to this subsection shall be counted as part of the total number of animals allowed on the lot or parcel.
- C. All requirements of this chapter as to the maintenance of animals shall be complied with.

D. Any permits and licenses required by the City of Mission Viejo Animal Services Manager or designee for the boarding of animals must be obtained.

The boarding of more than two horses, donkeys, mules or other equine which are not for the personal use of the owner-occupant of the property may be permitted subject to the approval of a special animal permit and an Additional or Unusual Animal License, as required pursuant to Chapter 13-44. The boarding of more than the number of horses, donkeys, mules or other equine permitted on a residential property is subject to the approval of a conditional use permit.

9-56.090 Maintenance of premises.

The occupant of any premises on which any animal is kept shall keep and maintain the animal(s) and premises in such a manner as not to be detrimental to the health, safety, or welfare of any person on any adjoining property or of the general public, nor be materially detrimental to the use, enjoyment, or value of property of other persons in the vicinity of the premises. Such maintenance shall be at least sufficient to keep dust, odors and flies from having an adverse effect on any other property. The following techniques are recommended to meet the maintenance standards specified by this section and shall be utilized if no other alternative techniques sufficient to meet the standard are utilized:

A. All manure shall be removed from the ground and stalls at least once in every twenty-four (24) hour period and placed in a covered container. All manure shall be removed from the premises or composted at least once every seven days.

B. A sprinkler system adequate to control dust in corral areas shall be installed and utilized as necessary on the premises.

C. Chemical spray and/or bait shall be utilized as frequently as necessary for fly control.

D. Touch or float activated watering devices with automatic shut-off shall be utilized for animal drinking water in lieu of standing water in troughs in order to minimize the potential for mosquitoes.

An unreasonable accumulation of manure, standing surface water and refuse in a corral or stable area constitutes a health hazard. Therefore, corrals and stable areas shall be maintained in a clean and sanitary condition at all times and standing surface water, refuse and manure shall not be permitted to accumulate.

9-56.100 Special animal permit.

Animals in excess of the number permitted by the provisions of this chapter, or animals not specified by this chapter may be kept or maintained as a pet or for the personal use of the occupants of the premises, or more than two horses may be boarded on a residential property subject to the approval of a special animal permit. Special animal permit applications may be filed if one of the following criteria are met:

A. The animal is of a species not specifically permitted or prohibited by any law, and will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety, or general welfare.

B. Addition of the animal to others on the premises would cause the total number of such animals to exceed the maximum number of nonboarded otherwise permitted, but will not be materially detrimental to the use, enjoyment, or value of property of other persons in the vicinity of the premises. A special animal permit shall not be issued to permit any horse, donkey, mule, other equine, cattle, sheep or goat to be kept or maintained on any lot or parcel with an area of less than fifteen thousand (15,000) square feet.

C. The number of boarded horses, donkeys, mules or other equine exceeds two but does not cause the maximum allowable animal units for the property to be exceeded.

9-56.110 Application for special animal permit.

Any person desiring a special animal permit may file an application with the city. No application shall be filed or accepted if final action has been taken within one year prior thereto by either the Community Development Director or Planning Agency on an application requesting the same, or substantially the same permit.

9-56.120 Requirements for complete special animal permit applications.

An application for a special animal permit shall contain the following information:

A. The name and address of the applicant and of all persons owning any or all of the property on which the animal(s) will be maintained;

B. Evidence that the applicant is the owner of the property involved, or has written permission from the owner(s) to file such application;

C. The location and size of the subject property;

D. The type and number of the animals requested;

E. A title report for the property. The Community Development Director, in his or her discretion, may require that a more recent title report be prepared;

F. A site plan indicating:

1. The area and dimensions of the building or enclosure for the use or keeping of the animal(s) as well as the locations and dimensions of all other structures on immediately adjacent properties, and

2. Site drainage patterns;

G. A mailing list and labels of the names and addresses of all: (1) owners of the property adjacent to the exterior boundaries of the subject property; and (2) occupants of property adjacent to the exterior boundaries of the subject property. For purposes of this section, owners shall be those persons who are shown on the latest available assessment roll of the county of Orange;

H. Such other information deemed necessary by the Community Development Director to substantiate the following facts:

1. That the requested animal(s) at the location proposed will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety, or general welfare, and
2. That the proposed site is adequate in size and shape to accommodate the animal(s) requested without material detriment to the use, enjoyment or valuation of the property of other persons located in the vicinity of the site;
- I. The application shall be accompanied by a filing fee in an amount as established by resolution of the City Council.-

9-56.130 Notice of application for special animal permit.

A. Upon receipt of an application for a special animal permit, the Community Development Director or his or her designee shall send all persons whose names and addresses appear on the mailing list provided by the applicant a notice informing them of the applicant's request.

Any individual so notified may express opposition to the granting of the permit by filing a written protest with the Community Development Director within ten days after the date of such notice.

B. The Community Development Director or his or her designee shall notify the City of Mission Viejo Animal Services Manager or designee requesting that agency's technical opinion relative to maintaining such animals properly as indicated in the application and site plan.

9-56.140 Approval or denial of special animal permit.

A. The decision to grant or deny a special animal permit shall be within the discretion of the Community Development Director. In rendering the decision, the Community Development Director shall consider: (1) the sufficiency of the complete special animal permit application pursuant to Section 9-56.120 of this chapter; (2) all timely submitted written protests; and (3) any technical opinion or report relevant to the application submitted by the City of Mission Viejo Animal Services Manager or designee. A decision granting or denying a special animal permit shall set forth specific findings as to whether the animal(s): (1) will or will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety or general welfare; and (2) will or will not cause material detriment to the use, enjoyment, or valuation of property of other persons located in the vicinity of the site.

B. In approving an application for a special animal permit, the Community Development Director may impose such conditions as deemed necessary to insure that the animal(s) will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety or general welfare, and that there will be no material detriment to the use, enjoyment, or valuation of property of other persons located in the vicinity of the site.

C. The Community Development Director shall inform in writing the applicant and any persons who filed written protests of his decision. Any decision of the Community Development Director may be appealed by the applicant or by any interested party by filing a written appeal with the Community Development Director within ten days after the date of mailing. The appeal shall be accompanied by a fee, established by resolution of the City Council.

9-56.150 Appeal procedure.

A. Upon receipt of an appeal from a decision of the Community Development Director filed pursuant to subsection C of Section 9-56.140 of this chapter, the Director or his or her designee shall notice a public hearing before the Planning Agency. Notice of such hearing shall be sent to all persons to whom notice of the application was sent pursuant to Section 9-56.130 of this chapter.

B. The Planning Agency shall conduct a hearing on the matter. At the conclusion of the hearing, the Planning Agency shall determine whether to affirm, reverse, or modify the decision of the Community Development Director.

9-56.160 Special animal permit validity.

A. A special animal permit is issued for the benefit and use of the applicant therefor and for members of the applicant's family residing with said applicant and shall terminate and be of no further force or effect when said applicant and family cease to occupy the premises described in the special animal permit application.

B. A special animal permit may be revoked for the reasons and pursuant to the provisions of Section 9-92.110 and this chapter of the Laguna Hills development code.

SECTION 4 This Ordinance shall take effect on October 12, 2018, the 31st day following the adoption of this Ordinance by the City Council.

SECTION 5 Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code.

SECTION 6 If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section,

subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 7 The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 11th day of September 2018.

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2018-X was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the 28th day of August 2018, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the 11th day of September 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

Attachment: Proposed Ordinance (1666 : Zoning Text Amendment 2-17-3777 (Animal Regulations))

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

AFFIDAVIT OF POSTING
AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. 2018-x, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. 2-17-3777, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, UPDATING CHAPTER 9-56 (ANIMAL REGULATIONS) TO ENSURE CONSISTENCY WITH TITLE 13 (ANIMALS)

on the 30th day of August 2018, was published in summary in the Orange County Register; and on the ___th day of September 2018, was published in summary in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the 30th day of August 2018, and the ___th day of September 2018, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
Courtyard at La Paz Center

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

Attachment: Proposed Ordinance (1666 : Zoning Text Amendment 2-17-3777 (Animal Regulations))



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: August 28, 2018

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Zoning Text Amendment No. 2-17-3777, an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Updating Chapter 9-56 (Animal Regulations) to Ensure Consistency with Title 13 (Animals)

RECOMMENDATION: That the City Council: (1) Conduct a Public Hearing for Zoning Text Amendment No. 2-17-3777; (2) Find and determine that the proposed activity is not subject to the California Environmental Quality Act (CEQA) per Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines; and (3) Introduce for first reading, read by title only, and waive further reading of an Ordinance Entitled: "An Ordinance of the City of Laguna Hills, California, adopting Zoning Text Amendment No. 2-17-3777, an amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Updating Chapter 9-56 (Animal Regulations) to Ensure Consistency with Title 13 (Animals) of the Laguna Hills Municipal Code."

SUMMARY:

In January, 2017, the City began contracting for animal control services with the City of Mission Viejo ("Mission Viejo"). As part of the City's agreement with Mission Viejo to utilize its services, the City was required to amend and restate its animal regulations contained in Title 13 (Animals) of the Laguna Hills Municipal Code ("LHMC"), which also became effective in 2017. Adoption of these new regulations ensured consistency with Mission Viejo's animal control ordinance. As summarized in Table 1 below, minor revisions to the Laguna Hills Zoning and Subdivision Code ("Zoning Code") found in Title 9 of the LHMC are needed to achieve consistency with the new animal regulations in Title 13. Therefore, a zoning text amendment ("ZTA") is proposed to revise Chapter

Zoning Text Amendment 2-17-3777 (Animal Regulations)

August 28, 2018

Page 2

9-56 of the Zoning Code.

AUTHORITY:

Adoption of an amendment to the LHMC is a legislative act of the City Council subject to consideration and approval of an ordinance after a public hearing (LHMC § 9-90.050 and 060).

BACKGROUND:

In April, 2016, the City Council approved an Agreement for Animal Control and Shelter Services with the City of Mission Viejo. The Agreement requires Laguna Hills' ordinances related to animal control to substantially conform to similar ordinances in Mission Viejo.

In December, 2016, the City Council adopted an Urgency Ordinance amending and restating Title 13 of the Laguna Hills Municipal Code, relating to animal control, welfare and license requirements as an interim measure. Permanent regulations were subsequently adopted in January, 2017. The Zoning Code (Title 9) has not been revised to conform to the updated animal regulations in Title 13. Staff is bringing forward the proposed ZTA to align the provisions of the Zoning Code with the newly adopted Title 13 animal regulations.

PROPOSAL:

The proposed changes, which are identified with redline/strikethrough formatting in Attachment 2, can be summarized as follows:

Table 1: Summary of Revisions	
Global Revisions	
Added references to Title 13 and relevant subsections at appropriate locations.	
All references to "Orange County Animal Control" amended to "the City of Mission Viejo"	
Added references to "Additional or Unusual Animal License"	
9-56.020 Commercial animal facilities.	
Removed reference to site development plan (SDP) since they are addressed elsewhere in the Zoning Code for new construction. Any conditions of approval would be affiliated with the CUP for commercial animal facility.	

Zoning Text Amendment 2-17-3777 (Animal Regulations)

August 28, 2018

Page 3

9-56.030 Keeping of animals in residential districts.
Removed reference to contract service agreement. The agreement between the City and the City of Mission Viejo does not stipulate a number or types of animals permitted to be husbanded.
9-56.040 Permitted animals.
In order to be consistent with Sections 13-12.070 Number of Dogs Permitted and 13-16.020 Number of Cats Permitted, the number of permitted cats and dogs increased from three to four.

CONCLUSION:

The proposed Ordinance will align the provisions of Title 9 with the previously-adopted Animal Ordinance (Title 13), per the approved Agreement with the City of Mission Viejo. Thus, staff is recommending approval of the proposed Ordinance.

PUBLIC NOTICE:

This project was advertised in an adjudicated newspaper of general circulation on August 17, 2018. To date, no comments have been received. Any written comments received will be handed out at the City Council hearing.

CEQA FINDINGS:

Environmental review is not required under the Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, 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) because it has no potential for resulting in physical change to the environment, directly or indirectly. Approval of the proposed Ordinance would not approve any development project, and would ensure consistency between the Zoning Code and Title 13 (Animals) of the LHMC.

ATTACHMENTS:

- Attachment 1 - Proposed Ordinance
- Attachment 2 - Summary of Changes in Strikethrough/Underline Format

ORDINANCE NO. 2018 –

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. 2-17-3777, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, UPDATING CHAPTER 9-56 (ANIMAL REGULATIONS) TO ENSURE CONSISTENCY WITH TITLE 13 (ANIMALS)

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code (LHMC) establishes allowable uses of property within all zoning districts in the City; and,

WHEREAS, Title 13 of the LHMC imposes rules, regulations, and licensing requirements that are reasonably necessary to protect the health, safety, and welfare of the citizens of the City and would facilitate meaningful and effective regulation of animals; and,

WHEREAS, On January 10, 2017, the City Council of the City of Laguna Hills adopted Ordinance 2017-1 which amended and restated Title 13 of the LHMC relating to animal control, welfare and license requirements, per the Agreement for Animal Control and Shelter services with the City of Mission Viejo; and,

WHEREAS, This Ordinance is a City-initiated zoning text amendment subject to Chapter 9-90 of the LHMC. Adoption of an amendment to the LHMC is a legislative act of the City Council subject to consideration and approval of an ordinance after a public hearing (LHMC § 9-90.050 and 060); and,

WHEREAS, The City Council of the City of Laguna Hills has held a duly noticed public hearing and considered public comments and written and oral information and testimony presented by City staff, community residents, and other interested parties at a public hearing held on August 28, 2018.

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, 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 of the City of Laguna Hills hereby finds and determines that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to California Code of Regulations, Title 14, Chapter 3, 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) because it has no potential for resulting in physical change to the environment, directly or indirectly. Approval of the proposed Ordinance would not approve any development project, and would ensure consistency between the Zoning Code and Title 13 (Animals) of the LHMC.

SECTION 3 Title 9 of the Laguna Hills Municipal Code (Zoning and Subdivisions), Chapter 9-56 (Animal Regulations), is hereby amended to read as follows:

Chapter 9-56 ANIMAL REGULATIONS

Sections:

- 9-56.010 Purpose and intent.
- 9-56.020 Commercial animal facilities.
- 9-56.030 Keeping of animals in residential districts.
- 9-56.040 Permitted animals.
- 9-56.050 Prohibited animals.
- 9-56.060 Animal restraint.
- 9-56.070 Animal structures.
- 9-56.080 Boarding of animals.
- 9-56.090 Maintenance of premises.
- 9-56.100 Special animal permit.
- 9-56.110 Application for special animal permit.
- 9-56.120 Requirements for complete special animal permit applications.
- 9-56.130 Notice of application for special animal permit.
- 9-56.140 Approval or denial of special animal permit.
- 9-56.150 Appeal procedure.
- 9-56.160 Special animal permit validity.

9-56.010 Purpose and intent.

The purpose and intent of this chapter is to provide guidance and standards with regard to the keeping of animals within the community. Additional rules and regulations can be found in Title 13.

9-56.020 Commercial animal facilities.

A conditional use permit shall be required for any commercial animal facility including equitation facilities, kennel facilities or a veterinary service hospital/clinic on any lot within any zone where so permitted. Facilities are subject to the requirements of Chapter 13-48, and a license or animal permit issued by the City of Mission Viejo Animal Services Manager or designee may be required as a condition of approval for any conditional use permit needed to develop commercial animal facilities.

Where permitted, all animal maintenance activities, kennels, clinics, hospitals, sales and grooming facilities or uses shall be conducted within a totally enclosed building and shall

comply with appropriate development standards of the underlying zone. Grooming of equine animals is permitted outdoors provided that appropriate drainage facilities are available for washing activities and that clippings are disposed of in a trash receptacle.

9-56.030 Keeping of animals in residential districts.

Animal husbandry is permitted within residential districts of the city. All animal maintenance activities shall be conducted within a totally enclosed building with the exception of domesticated farm animals which may be groomed outdoors provided that appropriate drainage facilities are available for washing activities and that clippings are disposed of in a trash receptacle.

9-56.040 Permitted animals.

The following animals are permitted within residential districts of the city:

- A. Not more than four licensed dogs over the age of four months and four cats over the age of four months.
- B. Ten hamsters, guinea pigs, domesticated rats mice or other mammals of similar size, nonpoisonous snakes, reptiles, birds, or any combination thereof.
- C. Amphibians or fish contained in aquariums or ponds.
- D. A minimum lot size of fifteen thousand (15,000) square feet is required for the keeping of domesticated farm animals. The number of domesticated farm animals permitted on any given property shall be based on the following measure of animal units:

Type of Animal	# of Units
1 horse, pony, donkey or mule	1
1 cow	1
1 sheep	1
2 miniature horses	1
2 goats	1
2 pot-bellied pigs	1
3 rabbits	1
1 emu/ostrich	1
1 llama/alpaca/guanaco	1
6 chickens	1

2 turkeys	1
2 ducks	1
2 geese	1
8 homing pigeons	1

The permitted number of animal units shall be based on the following:

Min. Lot Size (acres)	# of Animal Units
15,000 sq. ft. (0.34)	2
21,780 sq. ft. (0.50)	3
32,670 sq. ft. (0.75)	4
43,560 sq. ft. (1.00)	5
54,450 sq. ft. (1.25)	6
65,340 sq. ft. (1.50)	7
76,230 sq. ft. (1.75)	8
87,120 sq. ft. (2.00)	9
98,010 sq. ft. (2.25)	10

1. No more than ten animal units shall be allowed on any residential lot or parcel.
2. Young animals born to a permitted animal may be kept on the site, without constituting additional animal units, until such animals are weaned. For cats and dogs this period shall not exceed four months. For horses this period shall not exceed twelve (12) months. For other animals not listed, the weaning period shall not exceed six months.
3. A minimum of one hundred fifty (150) square feet of flat lot area (slope less than ten percent) shall be provided for each horse.

The keeping of a type or number of animal not specified herein shall require the approval of a special animal permit (Section 9-56.110 of this chapter) and an Additional or Unusual Animal License as required pursuant to Chapter 13-44.

9-56.050 Prohibited animals.

The following are prohibited within residential districts of the city:

- A. Crowing type birds or fowl, including but not limited to roosters and peacocks.

- B. More than the number and type of animals specified in Section 9-56.040 of this chapter unless a special animal permit from the city and an Additional or Unusual Animal License are obtained, as required pursuant to Chapter 13-44.
- C. Maintenance and care of permitted species which fails to protect the health and physical care of the species or creates public health, safety, or nuisance violations.
- D. Apiaries, except as provided for by Chapter 9-12 of this title.
- E. Any species of animal the possession of which is prohibited by state or federal law.

9-56.060 Animal restraint.

Each owner of an animal shall be responsible to insure proper control and restraint of such animal in a manner that provides both the animal and general public reasonable protection. All species when not enclosed by fencing or suitable enclosure shall be restrained by leash or tether or transported within enclosed vehicles or cages.

9-56.070 Animal structures.

Structures or facilities used to house domesticated farm animals shall be considered accessory structures. In order to provide reasonable protection to adjacent uses and insure the general health and welfare, greater setbacks and limitations are needed for these facilities than are permitted for typical accessory structures under the code. No open domesticated farm animal facility including, but not limited to, a pasture, corral, or paddock shall be located closer than fifty (50) feet to any residential structure on an adjacent lot or building pad for vacant parcels, or within any front yard setback area. Enclosed domesticated farm animal structures, such as barns, stalls, or tack rooms shall adhere to the same standards as open animal facilities except that enclosed structures shall be set back ten feet from any side property line, unless they are located within the required rear yard setback in which case they may be located three feet from any side or rear property line.

9-56.080 Boarding of animals.

The boarding of domesticated farm animals other than equine is prohibited. Not more than two horses, donkeys, mules or other equine which are not for the personal use of the occupant of the lot or parcel may be kept, maintained, or otherwise boarded on the lot or parcel, whether or not compensation in the form of money, goods or services is received from the owner or user of the animal, subject to the following conditions:

- A. Such boarding shall only be conducted by the owner-occupant of the property. Boarding by other than owner-occupants is prohibited.
- B. Any equine boarded pursuant to this subsection shall be counted as part of the total number of animals allowed on the lot or parcel.
- C. All requirements of this chapter as to the maintenance of animals shall be complied with.

D. Any permits and licenses required by the City of Mission Viejo Animal Services Manager or designee for the boarding of animals must be obtained.

The boarding of more than two horses, donkeys, mules or other equine which are not for the personal use of the owner-occupant of the property may be permitted subject to the approval of a special animal permit and an Additional or Unusual Animal License, as required pursuant to Chapter 13-44. The boarding of more than the number of horses, donkeys, mules or other equine permitted on a residential property is subject to the approval of a conditional use permit.

9-56.090 Maintenance of premises.

The occupant of any premises on which any animal is kept shall keep and maintain the animal(s) and premises in such a manner as not to be detrimental to the health, safety, or welfare of any person on any adjoining property or of the general public, nor be materially detrimental to the use, enjoyment, or value of property of other persons in the vicinity of the premises. Such maintenance shall be at least sufficient to keep dust, odors and flies from having an adverse effect on any other property. The following techniques are recommended to meet the maintenance standards specified by this section and shall be utilized if no other alternative techniques sufficient to meet the standard are utilized:

A. All manure shall be removed from the ground and stalls at least once in every twenty-four (24) hour period and placed in a covered container. All manure shall be removed from the premises or composted at least once every seven days.

B. A sprinkler system adequate to control dust in corral areas shall be installed and utilized as necessary on the premises.

C. Chemical spray and/or bait shall be utilized as frequently as necessary for fly control.

D. Touch or float activated watering devices with automatic shut-off shall be utilized for animal drinking water in lieu of standing water in troughs in order to minimize the potential for mosquitoes.

An unreasonable accumulation of manure, standing surface water and refuse in a corral or stable area constitutes a health hazard. Therefore, corrals and stable areas shall be maintained in a clean and sanitary condition at all times and standing surface water, refuse and manure shall not be permitted to accumulate.

9-56.100 Special animal permit.

Animals in excess of the number permitted by the provisions of this chapter, or animals not specified by this chapter may be kept or maintained as a pet or for the personal use of the occupants of the premises, or more than two horses may be boarded on a residential property subject to the approval of a special animal permit. Special animal permit applications may be filed if one of the following criteria are met:

A. The animal is of a species not specifically permitted or prohibited by any law, and will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety, or general welfare.

B. Addition of the animal to others on the premises would cause the total number of such animals to exceed the maximum number of nonboarded otherwise permitted, but will not be materially detrimental to the use, enjoyment, or value of property of other persons in the vicinity of the premises. A special animal permit shall not be issued to permit any horse, donkey, mule, other equine, cattle, sheep or goat to be kept or maintained on any lot or parcel with an area of less than fifteen thousand (15,000) square feet.

C. The number of boarded horses, donkeys, mules or other equine exceeds two but does not cause the maximum allowable animal units for the property to be exceeded.

9-56.110 Application for special animal permit.

Any person desiring a special animal permit may file an application with the city. No application shall be filed or accepted if final action has been taken within one year prior thereto by either the Community Development Director or Planning Agency on an application requesting the same, or substantially the same permit.

9-56.120 Requirements for complete special animal permit applications.

An application for a special animal permit shall contain the following information:

A. The name and address of the applicant and of all persons owning any or all of the property on which the animal(s) will be maintained;

B. Evidence that the applicant is the owner of the property involved, or has written permission from the owner(s) to file such application;

C. The location and size of the subject property;

D. The type and number of the animals requested;

E. A title report for the property. The Community Development Director, in his or her discretion, may require that a more recent title report be prepared;

F. A site plan indicating:

1. The area and dimensions of the building or enclosure for the use or keeping of the animal(s) as well as the locations and dimensions of all other structures on immediately adjacent properties, and

2. Site drainage patterns;

G. A mailing list and labels of the names and addresses of all: (1) owners of the property adjacent to the exterior boundaries of the subject property; and (2) occupants of property adjacent to the exterior boundaries of the subject property. For purposes of this section, owners shall be those persons who are shown on the latest available assessment roll of the county of Orange;

H. Such other information deemed necessary by the Community Development Director to substantiate the following facts:

1. That the requested animal(s) at the location proposed will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety, or general welfare, and
2. That the proposed site is adequate in size and shape to accommodate the animal(s) requested without material detriment to the use, enjoyment or valuation of the property of other persons located in the vicinity of the site;
- I. The application shall be accompanied by a filing fee in an amount as established by resolution of the City Council.-

9-56.130 Notice of application for special animal permit.

A. Upon receipt of an application for a special animal permit, the Community Development Director or his or her designee shall send all persons whose names and addresses appear on the mailing list provided by the applicant a notice informing them of the applicant's request.

Any individual so notified may express opposition to the granting of the permit by filing a written protest with the Community Development Director within ten days after the date of such notice.

B. The Community Development Director or his or her designee shall notify the City of Mission Viejo Animal Services Manager or designee requesting that agency's technical opinion relative to maintaining such animals properly as indicated in the application and site plan.

9-56.140 Approval or denial of special animal permit.

A. The decision to grant or deny a special animal permit shall be within the discretion of the Community Development Director. In rendering the decision, the Community Development Director shall consider: (1) the sufficiency of the complete special animal permit application pursuant to Section 9-56.120 of this chapter; (2) all timely submitted written protests; and (3) any technical opinion or report relevant to the application submitted by the City of Mission Viejo Animal Services Manager or designee. A decision granting or denying a special animal permit shall set forth specific findings as to whether the animal(s): (1) will or will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety or general welfare; and (2) will or will not cause material detriment to the use, enjoyment, or valuation of property of other persons located in the vicinity of the site.

B. In approving an application for a special animal permit, the Community Development Director may impose such conditions as deemed necessary to insure that the animal(s) will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety or general welfare, and that there will be no material detriment to the use, enjoyment, or valuation of property of other persons located in the vicinity of the site.

C. The Community Development Director shall inform in writing the applicant and any persons who filed written protests of his decision. Any decision of the Community Development Director may be appealed by the applicant or by any interested party by filing a written appeal with the Community Development Director within ten days after the date of mailing. The appeal shall be accompanied by a fee, established by resolution of the City Council.

9-56.150 Appeal procedure.

A. Upon receipt of an appeal from a decision of the Community Development Director filed pursuant to subsection C of Section 9-56.140 of this chapter, the Director or his or her designee shall notice a public hearing before the Planning Agency. Notice of such hearing shall be sent to all persons to whom notice of the application was sent pursuant to Section 9-56.130 of this chapter.

B. The Planning Agency shall conduct a hearing on the matter. At the conclusion of the hearing, the Planning Agency shall determine whether to affirm, reverse, or modify the decision of the Community Development Director.

9-56.160 Special animal permit validity.

A. A special animal permit is issued for the benefit and use of the applicant therefor and for members of the applicant's family residing with said applicant and shall terminate and be of no further force or effect when said applicant and family cease to occupy the premises described in the special animal permit application.

B. A special animal permit may be revoked for the reasons and pursuant to the provisions of Section 9-92.110 and this chapter of the Laguna Hills development code.

SECTION 4 This Ordinance shall take effect on ____, 2018, the 31st day following the adoption of this Ordinance by the City Council.

SECTION 5 Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code.

SECTION 6 If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section,

subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 7 The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2018.

MELODY CARRUTH, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. _____ was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the _____ day of _____ 2018, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the _____ day of _____ 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

AFFIDAVIT OF POSTING
AND PUBLICATION

MELISSA AU-YEUNG, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. _____, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING ZONING TEXT AMENDMENT NO. 2-17-3777, AN AMENDMENT TO TITLE 9 (ZONING AND SUBDIVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE, UPDATING CHAPTER 9-56 (ANIMAL REGULATIONS) TO ENSURE CONSISTENCY WITH TITLE 13 (ANIMALS)

on the _____ day of _____ 2018, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the _____ day of _____ 2018, caused to be posted in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
La Paz Center

MELISSA AU-YEUNG, CITY CLERK
Laguna Hills, California

Ordinance No. 2018-

Attachment: August 28, 2018 Introduction to Ordinance Staff Report and Attachments (1666 : Zoning Text Amendment 2-17-3777 (Animal

Chapter 9-56 ANIMAL REGULATIONS

Sections:

- 9-56.010 Purpose and intent.
- 9-56.020 Commercial animal facilities.
- 9-56.030 Keeping of animals in residential districts.
- 9-56.040 Permitted animals.
- 9-56.050 Prohibited animals.
- 9-56.060 Animal restraint.
- 9-56.070 Animal structures.
- 9-56.080 Boarding of animals.
- 9-56.090 Maintenance of premises.
- 9-56.100 Special animal permit.
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- 9-56.120 Requirements for complete special animal permit applications.
- 9-56.130 Notice of application for special animal permit.
- 9-56.140 Approval or denial of special animal permit.
- 9-56.150 Appeal procedure.
- 9-56.160 Special animal permit validity.

9-56.010 Purpose and intent.

The purpose and intent of this chapter is to provide guidance and standards with regard to the keeping of animals within the community. Additional rules and regulations can be found in Title 13. (Ord. 98-8 § 2 (part); prior code § 9-46.010)

9-56.020 Commercial animal facilities.

A conditional use permit shall be required for any commercial animal facility including equitation facilities, kennel facilities or a veterinary service hospital/clinic on any lot within any zone where so permitted. AFacilities are subject to the requirements of Chapter 13-48, and a license or animal permit issued by Orange County Animal Controlthe City of Mission Viejo Animal Services Manager or designee may be required as a condition of approval for any conditional use permit ~~or site development plan~~ needed to develop commercial animal facilities.

Where permitted, all animal maintenance activities, kennels, clinics, hospitals, sales and grooming facilities or uses shall be conducted within a totally enclosed building and shall comply with appropriate development standards of the underlying zone. Grooming of equine animals is permitted outdoors provided that appropriate drainage facilities are

available for washing activities and that clippings are disposed of in a trash receptacle. (~~Ord. 98-8 § 2 (part): prior code § 9-46.020~~)

9-56.030 Keeping of animals in residential districts.

Animal husbandry is permitted within residential districts of the city. ~~Except as provided herein, or as specified by a specific zoning district regulation, the number and types of animals permitted to be husbanded shall be in accordance with procedures and regulations provided for animal control within the contract service agreement between the city and county of Orange.~~

All animal maintenance activities shall be conducted within a totally enclosed building with the exception of domesticated farm animals which may be groomed outdoors provided that appropriate drainage facilities are available for washing activities and that clippings are disposed of in a trash receptacle. (~~Ord. 98-8 § 2 (part): prior code § 9-46.030~~)

9-56.040 Permitted animals.

The following animals are permitted within residential districts of the city:

- A. Not more than ~~three~~four licensed dogs over the age of four months and ~~three~~four cats ~~above~~over the age of four months.
- B. Ten hamsters, guinea pigs, domesticated rats mice or other mammals of similar size, nonpoisonous snakes, reptiles, birds, or any combination thereof.
- C. Amphibians or fish contained in aquariums or ponds.
- D. A minimum lot size of fifteen thousand (15,000) square feet is required for the keeping of domesticated farm animals. The number of domesticated farm animals permitted on any given property shall be based on the following measure of animal units:

Type of Animal	# of Units
1 horse, pony, donkey or mule	1
1 cow	1
1 sheep	1
2 miniature horses	1
2 goats	1

2 pot-bellied pigs	1
3 rabbits	1
1 emu/ostrich	1
1 llama/alpaca/guanaco	1
6 chickens	1
2 turkeys	1
2 ducks	1
2 geese	1
8 homing pigeons	1

The permitted number of animal units shall be based on the following:

Min. Lot Size (acres)	# of Animal Units
15,000 sq. ft. (0.34)	2
21,780 sq. ft. (0.50)	3
32,670 sq. ft. (0.75)	4
43,560 sq. ft. (1.00)	5
54,450 sq. ft. (1.25)	6
65,340 sq. ft. (1.50)	7
76,230 sq. ft. (1.75)	8
87,120 sq. ft. (2.00)	9
98,010 sq. ft. (2.25)	10

1. No more than ten animal units shall be allowed on any residential lot or parcel.
2. Young animals born to a permitted animal may be kept on the site, without constituting additional animal units, until such animals are weaned. For cats and dogs this period shall not exceed four months. For horses this period shall not exceed twelve (12) months. For other animals not listed, the weaning period shall not exceed six months.
3. A minimum of one hundred fifty (150) square feet of flat lot area (slope less than ten percent) shall be provided for each horse.

The keeping of a type or number of animal not specified herein shall require the approval of a special animal permit (Section 9-56.110 of this chapter) and ~~any permits required by Orange County Animal Control~~ an Additional or Unusual Animal License as required pursuant to Chapter 13-44.

~~E. Nonconforming Animals. Property owners who wish to apply for and obtain special animal permits for any existing animals that are above and beyond the number permitted outright by the provisions of this chapter may do so prior to January 1, 1999 free of charge. Any special animal permit granted in accordance with this section shall require compliance with the "maintenance of premises" provisions outlined in Section 9-56.090 of this chapter. (Ord. 98-8 § 2 (part); prior code § 9-46.040)~~

9-56.050 Prohibited animals.

The following are prohibited within residential districts of the city:

- A. Crowing type birds or fowl, including but not limited to roosters and peacocks.
- B. More than the number and type of animals specified in Section 9-56.040 of this chapter unless ~~proper licensing from Orange County Animal Control and~~ a special animal permit from the city ~~has been and an Additional or Unusual Animal License are~~ obtained, as required pursuant to Chapter 13-44.
- C. Maintenance and care of permitted species which fails to protect the health and physical care of the species or creates public health, safety, or nuisance violations.
- D. Apiaries, except as provided for by Chapter 9-12 of this title.
- E. Any species of animal the possession of which is prohibited by state or federal law. ~~(Ord. 98-8 § 2 (part); prior code § 9-46.050)~~

9-56.060 Animal restraint.

Each owner of an animal shall be responsible to insure proper control and restraint of such animal in a manner that provides both the animal and general public reasonable protection. All species when not enclosed by fencing or suitable enclosure shall be restrained by leash or tether or transported within enclosed vehicles or cages. ~~(Ord. 98-8 § 2 (part); prior code § 9-46.060)~~

9-56.070 Animal structures.

Structures or facilities used to house domesticated farm animals shall be considered accessory structures. In order to provide reasonable protection to adjacent uses and

insure the general health and welfare, greater setbacks and limitations are needed for these facilities than are permitted for typical accessory structures under the code. No open domesticated farm animal facility including, but not limited to, a pasture, corral, or paddock shall be located closer than fifty (50) feet to any residential structure on an adjacent lot or building pad for vacant parcels, or within any front yard setback area. Enclosed domesticated farm animal structures, such as barns, stalls, or tack rooms shall adhere to the same standards as open animal facilities except that enclosed structures shall be set back ten feet from any side property line, unless they are located within the required rear yard setback in which case they may be located three feet from any side or rear property line. (~~Ord. 98-8 § 2 (part): prior code § 9-46.070~~)

9-56.080 Boarding of animals.

The boarding of domesticated farm animals other than equine is prohibited. Not more than two horses, donkeys, mules or other equine which are not for the personal use of the occupant of the lot or parcel may be kept, maintained, or otherwise boarded on the lot or parcel, whether or not compensation in the form of money, goods or services is received from the owner or user of the animal, subject to the following conditions:

- A. Such boarding shall only be conducted by the owner-occupant of the property. Boarding by other than owner-occupants is prohibited.
- B. Any equine boarded pursuant to this subsection shall be counted as part of the total number of animals allowed on the lot or parcel.
- C. All requirements of this chapter as to the maintenance of animals shall be complied with.
- D. Any permits and licenses required by ~~Orange County Animal Control~~the City of Mission Viejo Animal Services Manager or designee for the boarding of animals must be obtained.

The boarding of more than two horses, donkeys, mules or other equine which are not for the personal use of the owner-occupant of the property may be permitted subject to the approval of a special animal permit and an Additional or Unusual Animal License, as required pursuant to Chapter 13-44. The boarding of more than the number of horses, donkeys, mules or other equine permitted on a residential property is subject to the approval of a conditional use permit. (~~Ord. 98-8 § 2 (part): prior code § 9-46.080~~)

9-56.090 Maintenance of premises.

The occupant of any premises on which any animal is kept shall keep and maintain the animal(s) and premises in such a manner as not to be detrimental to the health, safety, or welfare of any person on any adjoining property or of the general public, nor be materially detrimental to the use, enjoyment, or value of property of other persons in the vicinity of the premises. Such maintenance shall be at least sufficient to keep dust, odors and flies from having an adverse effect on any other property. The following techniques are recommended to meet the maintenance standards specified by this section and shall be utilized if no other alternative techniques sufficient to meet the standard are utilized:

- A. All manure shall be removed from the ground and stalls at least once in every twenty-four (24) hour period and placed in a covered container. All manure shall be removed from the premises or composted at least once every seven days.
- B. A sprinkler system adequate to control dust in corral areas shall be installed and utilized as necessary on the premises.
- C. Chemical spray and/or bait shall be utilized as frequently as necessary for fly control.
- D. Touch or float activated watering devices with automatic shut-off shall be utilized for animal drinking water in lieu of standing water in troughs in order to minimize the potential for mosquitoes.

An unreasonable accumulation of manure, standing surface water and refuse in a corral or stable area constitutes a health hazard. Therefore, corrals and stable areas shall be maintained in a clean and sanitary condition at all times and standing surface water, refuse and manure shall not be permitted to accumulate. ~~(Ord. 98-8 § 2 (part): prior code § 9-46.090)~~

9-56.100 Special animal permit.

Animals in excess of the number permitted by the provisions of this chapter, or animals not specified by this chapter may be kept or maintained as a pet or for the personal use of the occupants of the premises, or more than two horses may be boarded on a residential property subject to the approval of a special animal permit. Special animal permit applications may be filed if one of the following criteria are met:

- A. The animal is of a species not specifically permitted or prohibited by any law, and will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety, or general welfare.

B. Addition of the animal to others on the premises would cause the total number of such animals to exceed the maximum number of nonboarded otherwise permitted, but will not be materially detrimental to the use, enjoyment, or value of property of other persons in the vicinity of the premises. A special animal permit shall not be issued to permit any horse, donkey, mule, other equine, cattle, sheep or goat to be kept or maintained on any lot or parcel with an area of less than fifteen thousand (15,000) square feet.

C. The number of boarded horses, donkeys, mules or other equine exceeds two but does not cause the maximum allowable animal units for the property to be exceeded. ~~(Ord. 98-8 § 2 (part); prior code § 9-46.100)~~

9-56.110 Application for special animal permit.

Any person desiring a special animal permit may file an application with the city. No application shall be filed or accepted if final action has been taken within one year prior thereto by either the Community Development Director or Planning Agency on an application requesting the same, or substantially the same permit. ~~(Ord. 98-8 § 2 (part); prior code § 9-46.110)~~

9-56.120 Requirements for complete special animal permit applications.

An application for a special animal permit shall contain the following information:

- A. The name and address of the applicant and of all persons owning any or all of the property on which the animal(s) will be maintained;
- B. Evidence that the applicant is the owner of the property involved, or has written permission from the owner(s) to file such application;
- C. The location and size of the subject property;
- D. The type and number of the animals requested;
- E. A title report for the property. The Community Development Director, in his or her discretion, may require that a more recent title report be prepared;
- F. A site plan indicating:
 - 1. The area and dimensions of the building or enclosure for the use or keeping of the animal(s) as well as the locations and dimensions of all other structures on immediately adjacent properties, and

2. Site drainage patterns;

G. A mailing list and labels of the names and addresses of all: (1) owners of the property adjacent to the exterior boundaries of the subject property; and (2) occupants of property adjacent to the exterior boundaries of the subject property. For purposes of this section, owners shall be those persons who are shown on the latest available assessment roll of the county of Orange;

H. Such other information deemed necessary by the Community Development Director to substantiate the following facts:

1. That the requested animal(s) at the location proposed will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety, or general welfare, and
2. That the proposed site is adequate in size and shape to accommodate the animal(s) requested without material detriment to the use, enjoyment or valuation of the property of other persons located in the vicinity of the site;

I. The application shall be accompanied by a filing fee in an amount as established by resolution of the City Council. ~~(Ord. 98-8 § 2 (part): prior code § 9-46.120)~~

9-56.130 Notice of application for special animal permit.

A. Upon receipt of an application for a special animal permit, the Community Development Director or his or her designee shall send all persons whose names and addresses appear on the mailing list provided by the applicant a notice informing them of the applicant's request.

Any individual so notified may express opposition to the granting of the permit by filing a written protest with the Community Development Director within ten days after the date of such notice.

B. The Community Development Director or his or her designee shall notify the ~~Director of Orange County Animal Control~~City of Mission Viejo Animal Services Manager or designee requesting that agency's technical opinion relative to maintaining such animals properly as indicated in the application and site plan. ~~(Ord. 98-8 § 2 (part): prior code § 9-46.130)~~

9-56.140 Approval or denial of special animal permit.

A. The decision to grant or deny a special animal permit shall be within the discretion of the Community Development Director. In rendering the decision, the Community Development Director shall consider: (1) the sufficiency of the complete special animal permit application pursuant to Section 9-56.120 of this chapter; (2) all timely submitted written protests; and (3) any technical opinion or report relevant to the application submitted by ~~Orange County Animal Control~~ the City of Mission Viejo Animal Services Manager or designee. A decision granting or denying a special animal permit shall set forth specific findings as to whether the animal(s): (1) will or will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety or general welfare; and (2) will or will not cause material detriment to the use, enjoyment, or valuation of property of other persons located in the vicinity of the site.

B. In approving an application for a special animal permit, the Community Development Director may impose such conditions as deemed necessary to insure that the animal(s) will not jeopardize, endanger, or otherwise constitute a menace to the public health, safety or general welfare, and that there will be no material detriment to the use, enjoyment, or valuation of property of other persons located in the vicinity of the site.

C. The Community Development Director shall inform in writing the applicant and any persons who filed written protests of his decision. Any decision of the Community Development Director may be appealed by the applicant or by any interested party by filing a written appeal with the Community Development Director within ten days after the date of mailing. The appeal shall be accompanied by a fee, established by resolution of the City Council. ~~(Ord. 98-8 § 2 (part); prior code § 9-46.140)~~

9-56.150 Appeal procedure.

A. Upon receipt of an appeal from a decision of the Community Development Director filed pursuant to subsection C of Section 9-56.140 of this chapter, the Director or his or her designee shall notice a public hearing before the Planning Agency. Notice of such hearing shall be sent to all persons to whom notice of the application was sent pursuant to Section 9-56.130 of this chapter.

B. The Planning Agency shall conduct a hearing on the matter. At the conclusion of the hearing, the Planning Agency shall determine whether to affirm, reverse, or modify the decision of the Community Development Director. ~~(Ord. 98-8 § 2 (part); prior code § 9-46.150)~~

9-56.160 Special animal permit validity.

A. A special animal permit is issued for the benefit and use of the applicant therefor and for members of the applicant's family residing with said applicant and shall terminate and be of no further force or effect when said applicant and family cease to occupy the premises described in the special animal permit application.

B. A special animal permit may be revoked for the reasons and pursuant to the provisions of Section 9-92.110 and this chapter of the Laguna Hills development code, ~~and Titles 4 and 5 of the Orange County Code.~~
~~(Ord. 98-8 § 2 (part); prior code § 9-46.160)~~

DRAFT



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 11, 2018

TO: Mayor and Council Members

FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services

ISSUE: Approval of the Plans and Specifications and Authorization of Advertisement for Bids for Tenant and Site Improvements at 24031 El Toro Road, Suite 160, Laguna Hills Civic Center

RECOMMENDATION: That the City Council approve the plans and specifications and authorize the advertisement for bids for Tenant and Site Improvements at 24031 El Toro Road, Suite 160, Laguna Hills Civic Center.

SUMMARY:

The County of Orange, on behalf of the Orange County Clerk-Recorder's Office, has entered into negotiations with the City to lease Suite 160 at the Laguna Hills Civic Center for additional space to meet the needs of their operations. Plans and specifications for the lease improvements have been prepared and are presented to the City Council for approval and for authorization to advertise the work for bids.

BACKGROUND:

The City of Laguna Hills owns and operates the Laguna Hills Civic Center and offers certain office spaces for lease to third parties. The Orange County Clerk-Recorder's Office currently leases Suites 150 and 310, 24031 El Toro Road, Laguna Hills, CA, within this building and is now seeking to vacate Suite 310 and expand their operations into Suite 160. The location of Suite 160 and the work is shown on the attached site plan.

The County of Orange, on behalf of the Orange County Clerk-Recorder's Office, has entered into negotiations with the City to lease Suite 160, however, Suite 160 is not a

Authorization to Go to Bid - Suite 160 Tenant and Site Improvements

September 11, 2018

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built-out space and requires tenant improvements, as well as accessibility improvements to the exterior of the building, to allow occupancy. The architecture firm of Hattox Design Group of Costa Mesa, CA, has completed the plans and specifications necessary for the build out of Suite 160 and the cost of the work is a necessary component of the final lease rate negotiations.

The plans and specifications for the Suite 160 tenant and site improvements are on file in the office of the City Clerk and provided on the dais. The cost estimate for the work is \$200,000. It is recommended the City Council approve the plans and specifications and authorize the advertisement of the work for bids. The proposed Lease Agreement for Suite 160 will be presented at a future City Council meeting.

CEQA FINDINGS:

The proposed project is exempt from CEQA pursuant to Title 14, Chapter 3, Section 15301 of the California Code of Regulations (CEQA Guidelines) as a Class 1 Categorical Exemption – Existing Facilities. The proposed project will result in interior and exterior alterations to an existing office building constructed in 1981, involving primarily the construction of interior office partitions and minor exterior elements including a new exterior door and accessible ramp.

FISCAL IMPACT:

The cost estimate for the tenant and site improvements at 24031 El Toro Road, Suite 160, Laguna Hills Civic Center, is \$200,000. These costs will be integrated into the proposed lease rate for Suite 160. The initial implementation funding for this work is provided for within the Fiscal Year 2018/2019 Civic Center Budget.

ATTACHMENTS:

- Suite 160 Site Plan



- 1. G.C. TO FURNISH-OUT CONCRETE WALL OF BANK VAULT IN PUBLIC RESEARCH AREA SEE A5.1.
- 2. G.C. NEW BUILT-IN WORKSTATIONS AT PUBLIC RESEARCH AREA INCLUDING ONE ACCESSIBLE STATION. SEE A6.1 FOR DETAILS.
- 3. G.C. TO USE EXISTING STUB-OUT FOR NEW COFFEE BAR SINK. SEE A6.1.
- 4. G.C. TO SECURE FURNITURE TO FLOOR AT NEW WAITING AREAS #164 & 165.
- 5. SPARE.
- 6. ALL INTERIOR WINDOW COVERINGS ARE NEW AND BUILDING STANDARDS. SEE A4.2.
- 7. NEW BUILT-IN WORKSTATIONS AT PUBLIC COUNTER: EACH WORKSTATION AT PUBLIC COUNTER TO HAVE ONE (1) 12" DEEP COUNTER WITH ONE (1) 12" DEEP SEATING AREA. SEE A6.1 FOR DETAILS.
- 8. G.C. TO INSTALL WALL DOORWAY WITH METAL STU/D/FRY. SEE A5.1 FOR DETAILS.
- 9. G.C. TO INSTALL WALL DOORWAY CROSSOVER TO PUBLIC COUNTER FROM LOW WALL. SEE A5.1 FOR DETAILS.
- 10. LAMINATE OUPBOARD TO THIS COLUMN TO MINIMIZE SIZE IN THE LOW WALL. WALL CONSTRUCTION TO BE FLUSH WITH COLUMN FACE.
- 11. RETROFIT OR REPLACE EXISTING DOOR FOR NEW ELECTRIC STRIKES AND CARP KEY ACCESS. MATCH EXISTING STYLE AND FINISH.





City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 11, 2018

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Award of Professional Services Agreements for On-Call CEQA Consultants to Placeworks, ICF, and Dudek

RECOMMENDATION: That the City Council approve the Award of Professional Services Agreements for On-Call CEQA Consultants to PlaceWorks, ICF, and Dudek, and authorize the City Manager to execute the Agreements.

SUMMARY:

The City has regularly utilized the contract model for providing a variety of City services. The Community Development Department is interested in pursuing this model to include the utilization of California Environmental Quality Act (CEQA) consultants to provide “on-call services” to meet the needs of the community. Staff advertised a Request for Qualifications (RFQ) that closed on June 29, 2018. Seventeen (17) proposals from interested firms were received and evaluated. Staff is recommending the approval of Professional Service Agreements (PSAs) with three (3) of the firms: PlaceWorks, ICF, and Dudek.

BACKGROUND:

The City utilizes consultants on an as-needed basis for a variety of professional services to fulfill the City’s mission, goals and objectives. The contract model of this organization allows a minimum full-time staff to complete its assignments by judiciously utilizing independent experts and support staff at controlled costs. The Community Development Department has identified a need to maintain access to qualified CEQA consultants for a variety of work, including preliminary review of projects for CEQA

PSA for On-Call CEQA Consultants

September 11, 2018

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purposes, preparing CEQA documents for the City, providing peer review of CEQA documents, among a variety of other tasks.

To address the need for these services, staff prepared and issued a RFQ on June 1, 2018. In response to the RFQ, the City received 17 proposals from qualified CEQA consultants. Staff rated each of the proposals and determined that three firms would be recommended for selection and to enter into PSAs. The attached PSAs (including the proposals) are recommended for approval. Each of the selected firms have local Orange County offices, are specialists in providing CEQA services for municipal clients, have excellent staffing, experience, and references, and have the demonstrated ability to meet the City's needs.

The On-Call CEQA Consultant scope of work designates that there is no guarantee of work being issued to any one consultant, the work will be issued by Task Order, there is an annual contract limit of \$500,000, the term of the PSAs is limited to five (5) years and the PSAs are non-exclusive. The proposed PSAs will be effective September 11, 2018, and will allow staff to continue to fulfill its assignments.

FISCAL IMPACT:

The On-Call CEQA Consultant's work efforts will be limited on an annual basis to the allocated funding in the Budget.

ATTACHMENTS:

- Attachment 1 - Draft Professional Services Agreement With Dudek
- Attachment 2 - Draft Professional Services Agreement With ICF
- Attachment 3 - Draft Professional Services Agreement With Placeworks

PROFESSIONAL SERVICES AGREEMENT
Dudek
On-Call Environmental Review Consulting Services

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 11th day of September 2018 by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and DUDEK, a California corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified on-call environmental review consulting services firm for the purpose of ensuring that the City complies with all aspects of the California Environmental Quality Act, as well to provide the City with other as-needed environmental review, compliance, and planning and support services that may be required on an as-needed, on-call basis (the "Project").

B. In response to City's consolidated Request for Qualifications (RFQ) and Request for Proposals (RFP) for On-Call CEQA Consulting Services, dated June 1, 2018, Consultant has submitted to City a formal written proposal, dated August 31, 2018, to provide professional on-call environmental review services, as well as a full range of other as-needed environmental review, compliance, and planning and support services that may be required on an on-call basis, to City for the Project pursuant to the terms of this Agreement.

C. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide these services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel or specialized technical expertise able to perform the work or services contracted for herein.

D. City desires to retain Consultant to provide such professional services for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the professional

environmental review consulting services to City for the Project as set forth in the Proposal/Scope of Work, dated August 31, 2018, which is attached hereto as Exhibit “A” and is incorporated herein by reference (hereinafter referred to as the “Scope of Services,” the “Services” or “Work”). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant’s Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Consultant’s signed, original Proposal/Scope of Work dated August 31, 2018 (“Consultant’s Proposal”) and submitted to City; and, (3) the City’s consolidated Request for Qualifications (RFQ) and Request for Proposals (RFP) dated June 1, 2018, which shall all be referred to collectively hereinafter as the “Contract Documents.” The Consultant’s Proposal and the City’s Request for Qualifications/Proposals, which are both attached hereto as Exhibits “A” and “B,” respectively, are hereby incorporated by reference and are made a part of this Agreement. All provisions of this Agreement, the Consultant’s Proposal, and the City’s Request for Proposals shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; (2nd) the provisions of the City’s Request for Qualifications/Proposals (Exhibit “B”); and (3rd) the provisions of the Consultant’s Proposal (Exhibit “A”).

1.3 Compliance with Law. Consultant shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. 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 Work and 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 performing the Work and Services. If Consultant performs any Work or Services in violation of such laws, rules, and regulations, Consultant shall be solely responsible for all penalties and costs arising therefrom. Consultant shall defend, indemnify, and hold City, its 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 such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services (Exhibit "A") or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Maximum Annual Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services

specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

1.9 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Consultant further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum annual contract amount of Five Hundred Thousand Dollars (\$500,000.00) (hereinafter referred to as the "Maximum Annual Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2. Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation/Fees (Exhibit "A"), in any month in which Consultant wishes to receive payment, no later than the tenth (10th) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Laguna Hills City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance.

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed, or on each task order, if applicable, and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit "A" and is incorporated herein by reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on September 11, 2018 and ending on September 10, 2023, unless extended by mutual written agreement of the Parties.

3.5 Task Orders. Consultant hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project task order by the City. Furthermore, Consultant hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first

having issued a project task order.

4. **COORDINATION OF WORK**

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and to make all decisions in connection therewith: *Rachel Struglia, Ph.D., AICP, Principal In Charge*. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

4.4 **Independent Contractor.**

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Consultant, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of any Work or Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, representatives, agents, or subconsultants or subcontractors, Consultant shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 **PERS Eligibility Indemnification.**

A. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be

the responsibility of the City.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

5.1 Compliance with Insurance Requirements. Consultant shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Consultant shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Consultant's existing insurance policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

5.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Consultant shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. 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. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

C. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive

and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least two million dollars (\$2,000,000.00). Covered professional services shall specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

1. The policy shall be endorsed to provide the following: Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

2. If the policy of insurance is written on a "claims-made" basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing the Work or Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

3. In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Work or Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Work or Services under the terms of this Agreement.

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the Work or Services to be

performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Insurance 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 written approval. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

A. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance 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; and

2. Additional Insured Endorsements: 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; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

3. Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant’s failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

B. For all policies of Commercial General Liability Insurance, Consultant shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

5.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance and shall protect the City, its officials, officers, employees, agents and volunteers, 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.

5.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees,

agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

5.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Consultant or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Consultant hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Consultant hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Consultant shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. 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 written approval. The certificates of insurance and original 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 and not replaced immediately so as to avoid a lapse in the required coverage, 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. Consultant shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

5.9 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

5.10 Enforcement of Agreement (Non-Estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5.11 Insurance for Subconsultants. Consultant shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for Consultant relating to this Agreement as additional named insureds under the Consultant's insurance policies; or (2) Consultant shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and

volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Consultant's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Consultant shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

5.12 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

A. Consultant shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

B. All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

C. None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Consultant agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

F. Consultant agrees to provide immediate written notice to City of any claim, demand or loss against Consultant arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. **INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the City, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the City.

7. **REPORTS AND RECORDS**

7.1 Accounting Records. Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall

not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Consultant thirty (30) days written notice. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. In addition, Consultant reserves the right to terminate this Agreement at any time upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

8.4 Default of Consultant.

A. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4(B), take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Annual Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

8.5 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and

complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

8.6 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.7 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of any state statute or regulation. Consultant represents and warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital

status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

A. To the fullest extent permitted by law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

<u>To City:</u>	City of Laguna Hills Attention: City Manager 24035 El Toro Road Laguna Hills, California 92653 Telephone: (949) 707-2600
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Facsimile: (949) 707-2633

To Consultant:

Dudek
Attention: Joe Monaco, AICP, President
605 Third Street
Encinitas, California 92024

10.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 Third Party Beneficiary. Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

10.9 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"). Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided

pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the City, its 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. The foregoing indemnity shall survive termination of this Agreement.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“CITY”
City of Laguna Hills,
 a California municipal corporation

 MELODY CARRUTH,
 Mayor

ATTEST:

 (SEAL)
 MELISSA AU-YEUNG,
 Assistant to the City Manager/ City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

“CONSULTANT”
Dudek, a California corporation

By: _____
 Name:
 Title/Corporate Officer:

By: _____
 Name:
 Title/Corporate Officer:

Attachment: Attachment 1 - Draft Professional Services Agreement With Dudek (1676 : PSA for On-Call CEQA Consultants)

EXHIBIT “A”**CONSULTANT’S PROPOSAL/ SCOPE OF WORK****DATED: August 31, 2018**

PROPOSAL/SCOPE OF SERVICES FOR PROJECT**INCLUDING,****SCHEDULE OF PERFORMANCE****AND****SCHEDULE OF COMPENSATION/ FEES**



Expanded Statement of Qualifications On-Call CEQA Consulting Services

PREPARED FOR

City of Laguna Hills

Community Development Department

August 31, 2018

Attachment: Attachment 1 - Draft Professional Services Agreement With Dudek (1676 : PSA for On-Call CEQA Consultants)

1. Cover Letter

August 31, 2018

Mr. Jay S. Wu, AICP, Senior Planner
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Subject: Expanded Statement of Qualifications for On-Call CEQA Consulting Services

Dear Mr. Wu,

Thank you for your review of our Statement of Qualifications for On-Call CEQA Consulting Services submitted to the City on June 29, 2018.

Pursuant to your recent request, we have expanded that Statement of Qualifications package to include a more in-depth overview of Dudek's in-house capabilities and expertise. Specifically, we have augmented Section 3 of the Statement of Qualifications to include further details in terms of preparing CEQA documentation, providing land use and planning services, and conducting various environmental technical studies. Other than this cover letter and the additional details in Section 3, our proposal is unchanged from our original submittal.

Principal in Charge Contact Information

Rachel Struglia, PhD, AICP
27372 Calle Arroyo
San Juan Capistrano, CA 92675
T – 949.373.8318
E – rstruglia@dudek.com

We look forward to continuing our productive working relationship with the City.

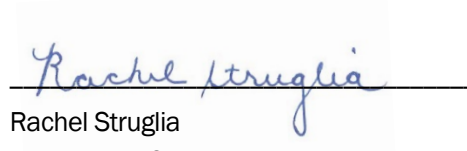
If you have any questions, please contact Ms. Struglia at 949.373.8318 or rstruglia@dudek.com. This proposal is valid for 180 days after submission and Dudek states that we are ready to execute the City's form Professional Services Agreement.

Sincerely,



Joe Monaco, AICP
President

Joe Monaco is authorized to sign on behalf of Dudek.



Rachel Struglia
Principal in Charge

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2. Key Personnel

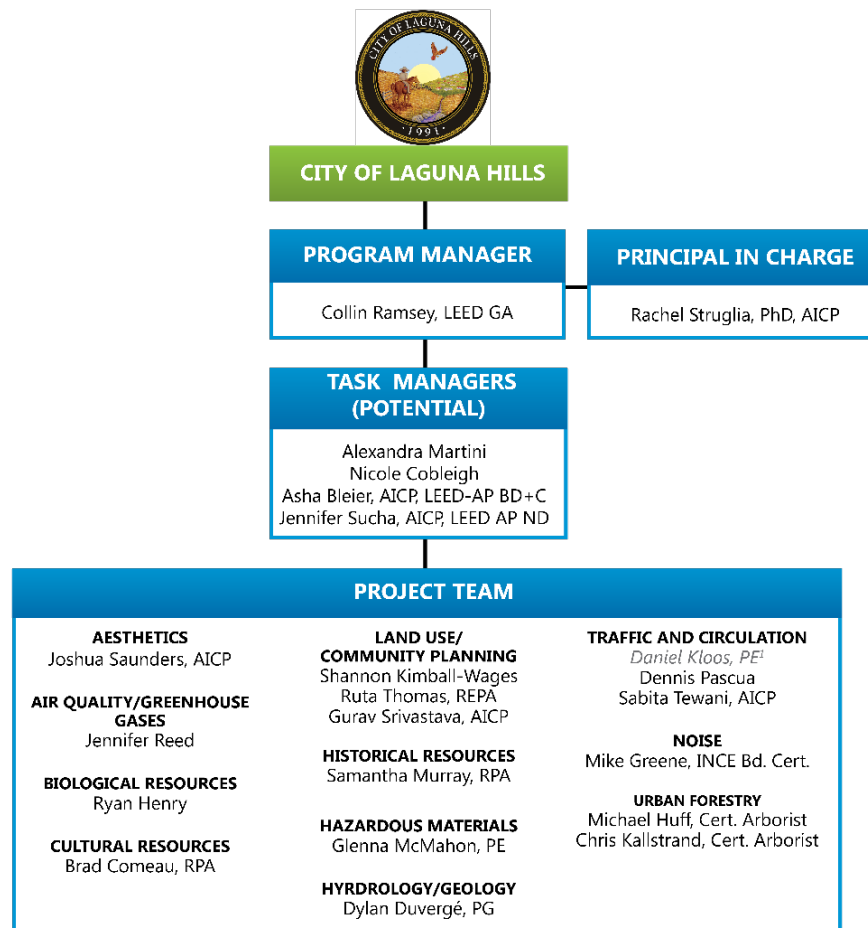
Project Team

Dudek has assembled a team of professionals with a distinguished record of producing environmental documents compliant with CEQA. We offer an outstanding team of urban and environmental planners supported by highly competent technical specialists and subconsultants.

We understand that no additions or substitutions of personnel may be made without prior written approval of the City.

The Dudek team provides the full range of technical skills required to prepare environmental documents and related tasks. Our team includes land use planners certified by the American Institute of Certified Planners (AICP), CEQA practitioners, certified environmental scientists, urban designers, land use specialists, transportation planners and engineers, infrastructure engineers, and public participation specialists. The key professionals who make up the Dudek team have experience in and direct knowledge of residential projects in communities similar to the City. **Figure 1** outlines Dudek's team organization. **Table 1** provides a list of the Dudek team's qualifications and roles.

Figure 1. Project Team Organizational Chart



¹ Linscott, Law & Greenspan, Engineers

Table 1. Dudek Key Personnel Qualifications

Name and Role	Education and Licenses	Qualifications
Rachel Struglia, PhD, AICP Principal in Charge	University of California, Irvine PhD, Environmental Analysis and Design Arizona State University MS, Justice Studies University of Connecticut BA, Anthropology AICP	CEQA/NEPA practitioner and principal with more than 20 years' experience preparing CEQA/NEPA documents in both the public and private sectors. Dr. Struglia is experienced in managing large infrastructure projects, such as the Clearwater Program Environmental Impact Report/ Environmental Impact Statement (EIR/EIS) (a large master facility plan update and new ocean discharge system) for Los Angeles County Sanitation Districts and the Port of Los Angeles' San Pedro Waterfront Project EIR/EIS, among other projects.
Collin Ramsey, LEED GA Program Manager	California State University, Fullerton MS, Environmental Studies, Policy and Planning Emphasis UC Santa Barbara BA, Film Studies LEED Green Associate (GA)	9 years' professional experience in environmental planning. Responsible for preparing numerous CEQA/NEPA documents, permit packages, and proposals for a variety of projects, including development, resource management, and energy. Mr. Ramsey has extensive experience interacting with clients, agencies, and the public; supervising staff; and overseeing all aspects of project management, including financial and policy-related components.
Alexandra Martini Task Manager	California State University, Long Beach BS, Geography, Environmental Concentration	Environmental analyst with 3 years' of experience in document preparation specializing in the management, research, and analysis of projects subject to compliance with CEQA/NEPA. She has served in project analyst roles on a variety of projects, including environmental impact reports (EIRs), mitigated negative declarations (MNDs), and specific plans.
Nicole Cobleigh Task Manager	California Polytechnic State University, San Luis Obispo MCRP, City and Regional Planning, University of California, Los Angeles BA, Geography/Env. Studies	18 years' professional experience in environmental planning and land use development. She manages all phases of the project planning and environmental review process, including presentations at hearings, and public outreach. She has produced numerous CEQA/NEPA documents, including EIRs; EISs; and technical reports.
Asha Bleier, AICP, LEED-AP BD+C Task Manager	University of California, Santa Barbara BA, Environmental Studies (Geography/Urban Planning emphasis) AICP LEED AP BD+C	13 years' experience in land use and environmental planning. Her diverse experience includes complicated zoning codes, permitting processes, and entitlements in various jurisdictions, and preparation and analysis of long-range planning documents. Facilitates community outreach workshops to address shareholder concerns.
Jennifer Sucha, AICP, LEED AP ND Task Manager	University of California, Los Angeles BA, International Development Studies, Environmental Concentration University of Southern California MPL, Planning, Sustainable Land Use AICP LEED AP ND	3 years' experience in various environmental planning, urban planning, and land development capacities, including environmental document preparation, general plans, strategic plans, habitat restoration, and land management. Through her work in environmental compliance and resource management, she has demonstrated a thorough understanding of federal, state, and local policies and procedures, including CEQA/NEPA

3. Firm Capabilities and References

Extending California Municipalities' Capabilities

Dudek assists municipalities on a broad range of projects that improve California's communities, infrastructure, and natural environment. From planning, design, and permitting through construction, we move projects through the complexities of regulatory compliance, budgetary and schedule constraints, and conflicting stakeholder interests. We have a long history of providing environmental services to municipalities in the County, and know the local environmental resources and agency policies pertaining to resource management, development impact assessment, and mitigation.

With more than 70 successful on-call Southern California municipal contracts, Dudek has built a reputation for providing exemplary supplementary environmental, planning, regulatory, engineering, construction management, operations, and funding expertise, offering municipalities a cost-effective way to accomplish short- and long-term goals. Dudek's project managers are empowered to make nimble decisions and quickly draw from our pool of technical experts, including:

- CEQA/NEPA specialists
- AICP-certified land use planners
- Community planning specialists
- CDFW- and U.S. Fish and Wildlife (USFWS)-certified biologists
- Registered professional archaeologists
- Registered landscape architects
- Certified arborists and foresters
- Noise and air quality specialists
- Certified geographic information system (GIS) professionals
- Certified hydrogeologists
- Licensed geologists
- Licensed professional engineers (PE)
- Licensed contractors

We will expand the City's ability to tackle more projects with our skilled staff, and will expedite complex project processing by leveraging our long-standing relationships with regulatory agencies. We will integrate into your team in the most seamless and productive way possible, mobilizing specialized technical professionals quickly to meet City project needs.

In addition to our own in-house transportation professionals, Dudek proposes to supplement our services with Linscott, Law & Greenspan Engineers (LLG) for transportation planning services support for projects. Dudek and LLG have a long history of successful municipal projects for cities throughout Southern California. This relationship results in communication and planning efficiencies for the City, with team members who share a similar commitment to high quality work. LLG provides transportation planning, traffic engineering, and parking consultation services, and is a well-respected firm composed of dedicated professionals who serve clients on a wide variety of traffic and transportation issues.

Table 2 provides a list of on-call environmental service contracts that Dudek has begun or completed within the past 5 years, including significant work with public agencies. Following the table, project descriptions detail selected work and list reference information. We welcome your contacting any of the references listed for verification of Dudek's experience and qualifications.

Table 2. Southern California Environmental and Technical Services Contracts

Client	Contract
City of Anaheim	As-Needed Environmental Services
City of Chula Vista	As-Needed Environmental Services
City of Corona	As-Needed Engineering and Environmental
City of Covina	As-Needed Environmental Services
City of Glendora	As-Needed Environmental Services
City of Irvine	As-Needed Professional Consulting Services
City of Los Angeles	As-Needed CEQA/NEPA Documentation and Environmental Services
City of Mission Viejo	As-Needed Environmental-Engineering
City of Mission Viejo	As-Needed Environmental-Engineering
City of Rancho Palos Verdes	On Call Professional/Technical Services
City of San Diego	As-Needed Environmental Services
City of San Diego	As-Needed Watershed and Resource Protection
City of Vista	As-Needed Environmental Consulting
County of Orange	As-Needed Restoration Services
County of Orange	On-Call Environmental Services, Planning, and Regulatory Permitting
County of Orange	On-Call Regulatory Permitting Services
County of San Bernardino	On-Call Environmental Services for O&M
County of San Bernardino	On-Call Biological Services
County of San Diego	As-Needed Biological and Cultural Resources Survey
County of San Diego	As-Needed Environmental Processing/Review Support Services
County of Ventura	Annual Consultant Services
Eastern Municipal Water District	On-Call Environmental
Goleta Water District	On Call CEQA Processing
Irvine Ranch Water District	On Call CEQA and NEPA Services
MWD of Southern California	Orange County and San Bernardino O&M EIR's
Port of San Diego	As-Needed Extension of Staff Services
Rancho Mission Viejo Company	Habitat Conservation Plan Implementation Development Support
Riverside County Flood Control and Water Conservation District	On-Call Environmental/Regulatory Services
San Diego Association of Governments (SANDAG)	As-Needed Environmental Support Services for SANDAG
Southern California Edison Company	Contingent Biological Services

Environmental Services

01. CEQA / NEPA
02. Land Use and Community Planning
03. Coastal Planning
04. Air Quality and Greenhouse Gases
05. Biology
06. Cultural
07. Paleontological Resources Management
08. Hazardous Materials Investigation
09. Phase I and 2 ESA
10. Groundwater
11. Stormwater
12. Stormwater Resources
13. Acoustics and Noise Control
14. Transportation Planning and Impact Assessment
15. Urban Forestry

CEQA/NEPA Compliance

We provide California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) services for a variety of development, restoration, conservation, and rule-making projects. Our success stems from our ability to conduct technically sound assessments and manage environmental review processes in a streamlined, compliant, and straightforward manner.

Our Approach

Dudek's environmental experts work collaboratively with clients, regulatory agencies, and the public to clearly define project objectives and appropriate processes. We apply practical knowledge of CEQA and NEPA to help ensure compliance with current laws, regulations, and case law.

Our team expedites complex project processing by designing and maintaining realistic document schedules, adhering to consistent communication protocol, leveraging our longstanding agency relationships, and anticipating potential issues as soon as possible. We analyze and mitigate the impacts of the following:

- Land development projects in environmentally constrained areas and/or within habitat conservation planning areas;
- High-profile coastal development projects in the California coastal zone;
- Major transmission line projects, renewable energy developments, and natural gas storage facilities;
- Public infrastructure for water, wastewater, and recycled water projects; road expansions; and rail lines; and
- K-12 districts and universities growth and infrastructure-planning.

Services Overview

- Scoping
- Notices of Preparation
- Notices of Intent
- Technical Studies and Data Collection
- Environmental Assessments / Initial Studies
- Mitigated Negative Declarations
- Environmental Impact Reports (EIRs) / Environmental Impact Statements (EISs)
- Mitigation Monitoring Programs
- Regulatory Agency Coordination
- Public Outreach Coordination
- Public Hearing Participation

Legally Defensible Documents

Dudek's environmental planners prepare practical and defensible analyses, maintain administrative records, and provide expert testimony on behalf of agencies and applicants. Dudek has prepared and processed more than 1,500 CEQA and NEPA documents to certification without any successful legal challenges.

Dudek's environmental planners help clients navigate the complexities of CEQA/NEPA laws, especially with controversial regional Habitat Conservation Plan (HCP) projects like the one completed for the South Sacramento HCP and the Yuba-Sutter HCP in northern California.



Client Benefits

- Time savings through concurrent preparation of environmental documentation and permitting process
- Consistent project momentum by developing and adhering to practical schedule projections
- Early coordination with resource agencies to identify potential issues and avoid undue delays
- Supported required findings of approval by preparing appropriate technical studies and policy findings
- Avoidance of potential legal challenge by thoroughly addressing each potential issue in a carefully reviewed document



Experience

Ocotillo Wind Energy Facility CEQA and Environmental Compliance

U.S. Bureau of Land Management

Los Angeles Renewable Energy Ordinance Program EIR

County of Los Angeles

Coastal Treatment Plant Sludge Force Main Replacement EIR

South Orange County Wastewater Authority

Foothill Trabuco HCP EIR/ EIS

Trabuco Canyon Company LLC

Riverside Mid-County Parkway Environmental Compliance

Jacobs Engineering

Sacramento Natural Gas Storage EIR

California Public Utilities Commission

South Sacramento HCP EIR

County of Sacramento

ECO Substation EIR/EIS

California Public Utilities Commission

Merriam Mountains Development EIR

NNP-Stonegate Merriam LLC

Scripps Memorial Hospital La Jolla Master Plan EIR

Childs Mascari Warner Architects

San Diego State University Campus Master Plan 2007 Technical Studies / EIR

Revision
Gatzke, Dillon and Ballance

Morro Bay–Cayucos Sanitary District (MBCSD) Wastewater Treatment Plant CEQA Compliance

City of Morro Bay

scwd² Regional Seawater Desalination Project EIR

City of Santa Cruz and Soquel Creek Water District

Yokohl Ranch EIR

Tulare
The Yokohl Ranch Company LLC



Dudek prepared the project EIR to construct and operate an approximately 50-million-gallons-per-day (mgd) seawater desalination plant in Carlsbad, California. The project is the largest seawater desalination plant in the Western Hemisphere.

For more information on CEQA/NEPA Compliance services, contact Dudek at 800.450.1818.

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Land Use and Community Planning

Cities and communities face opportunities and complex challenges in establishing their local land use plans and goals. Dudek's expert planners assist cities, counties, and developers with a wide range of planning activities that balance community interests and character, environmental resources, regulatory and permitting requirements, economic development goals, and infrastructure needs

Our Approach

Dudek understands that every plan is unique, and our professionals approach each project with a commitment to prepare a plan that is in the best interests of the clients and communities we serve. Incorporating up-to-date planning tools and trends, we provide innovative, cost-effective, planning programs, enhanced by our full-service environmental and engineering expertise. Our statewide network of staff combine extensive local understanding and relationships with in-depth knowledge of best practices in community planning as well as local, state, and federal environmental regulations.

Our expertise in environmental resources and regulation, community and stakeholder outreach, and planning and zoning laws takes the guesswork out of the planning process and allows our planning professionals to craft solutions that efficiently move planning projects forward in compliance with environmental regulations.

Our planners emphasize communication with residents, business owners, community leaders, organizations, department heads, regulatory agencies, and other valuable stakeholders in each planning process. Through written and oral communications, we actively involve and consider input from stakeholders to define a collective community vision. We communicate the results of a planning process or project analysis by preparing documents that are user-friendly and thorough.

Services Overview

Community-Wide Plans

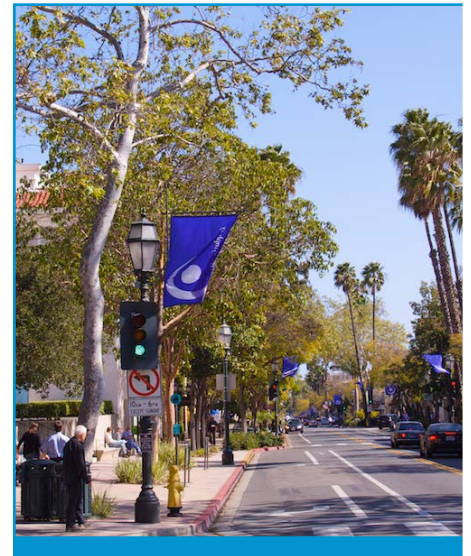
- General Plan Amendments and Updates
- Housing Element Updates
- Municipal Codes and Ordinances
- Zoning Code Amendments
- Form-Based Codes
- Local Coastal Programs

Area Planning

- Specific Plans
- Master Plans
- Corridor Plans
- Downtown Revitalization Plans
- Transit-Oriented Development
- Airport Land-Use Compatibility Plans
- Design Standards and Guidelines
- Habitat Restoration and Management Plans

Technical Services

- On-Call/Contract Planning
- Biological Resource Surveys and Management
- Cultural Resources Surveys and Management
- Sustainability Plans
- Hazardous Materials Management
- Urban Forestry
- Wildfire Protection Planning
- Community/Public Outreach



Client Benefits

- Planning processes and documents that reflect the community and environment
- Collaborative approach to assess and incorporate stakeholder concerns
- Plans that balance innovation and established community standards, meeting all regulatory requirements
- Streamlined permitting approvals and stakeholder negotiations based on strong rapport with local, state, and federal agencies
- Efficient project management with in-house environmental technical specialties

Experience

Downtown Special Treatment Area Plan

City of Lemon Grove

Santee Town Center Specific Plan and EIR

City of Santee

General Plan and EIR

County of Imperial

Comprehensive Plan

San Pascual Indian Reservation

Gaming Facility Plan

Tuolumne Rancheria Band of Mi-Wuk Indians

Water Resources Setback Ordinance

Sierra County

Parks Master Plan

El Dorado County

General Plan Update

City of Sierra Madre

Comprehensive Zoning Ordinance Update

City of Auburn

Placer Vineyards Specific Plan Implementation

Placer County

Riverside Community Hospital Expansion Project Specific Plan and EIR

City of Riverside

Henry Mayo Newhall Hospital Specific Plan

City of Santa Clarita

Grapevine Specific Plan and Special Plan

Tejon Ranch Corporation

Agua Hedionda South Shore Specific Plan

City of Carlsbad

Historic Downtown Upland Specific Plan and EIR

City of Upland

General Plan and Zoning Code Update, Airport Land Use Plan, and Climate Action Plan and EIR

City of Upland

Washington Boulevard Gold Line Corridor Study

Southern California Association of Governments (SCAG)

Date Palm Drive Corridor Connector Plan

SCAG/City of Cathedral City

Santa Clarita Concept Plan

SCAG

Desert Hot Springs Vision Plan

SCAG



The Grapevine Specific Plan and Special Plan include new land-use districts, development standards, design guidelines, and implementation procedures. The project site includes Williamson Act Contract lands, grazing land, and Important Farmland as identified by the Farmland Mapping and Monitoring Program.

For more information on Land Use and Community Planning services, contact Dudek at 800.450.1818.

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Coastal Planning

Development in California's coastal zone requires a nuanced approach and active collaboration with the California Coastal Commission and other agencies. Dudek's coastal planners are experts at coastal environmental planning, and utilize decades of experience to help clients successfully navigate the coastal permitting and planning process.

Our Approach

Dudek is a recognized expert in coastal planning and development permitting strategy. Our work on high-profile public works projects in California's coastal zone has established the firm's leadership role in the specialized area of coastal environmental planning in preparing public work plans (PVPs) and local coastal program (LCP) amendments for large regional projects.

Our experienced professionals facilitate project planning, resource agency approvals, environmental documentation, and public outreach, and represent projects at local government and California Coastal Commission (CCC) proceedings involving coastal development permits and appeals, LCP amendments, PVPs, and federal consistency reviews.

CCC Expertise

Dudek has an in-depth knowledge of all aspects of California coastal laws, regulations, procedures, and policy interpretation. Our consulting experience includes CCC actions dealing with coastal policy, including public access (traffic and parking issues), coastal-dependent development, visitor-serving uses, visual quality, environmentally sensitive habitat protection, water quality, greenhouse gas emissions, sea-level rise and shoreline processes, and neighborhood compatibility.

Our coastal planners have successfully prepared and processed dozens of governmental and non-governmental development entitlements throughout coastal California, facilitating CCC staff review of project applications.

With coastal planners that specialize full time in CCC policy and procedures, Dudek offers an extensive history of successful coastal planning, permitting, and permit appeals support before the CCC, and maintains a positive and effective working relationship with CCC staff throughout the coastal zone.

Services Overview

- LCP amendments
- Public works plans
- Coastal development permit applications and appeals
- Coastal development policy consistency analysis
- CCC enforcement actions
- Federal consistency reviews
- Habitat restoration
- Environmental documentation
- CCC coordination
- CCC hearing support



Client Benefits

- Full-time coastal planners that specialize in coastal policy and procedures provide cost-effective CCC and local government consultation
- Long-term working relationships with CCC professionals maintain positive and effective agency collaboration
- Proactive coastal resources issue resolution expedites CCC review



Experience

San Diego North Coast Corridor Public Works Plan and Transportation and Resource Enhancement Program
SANDAG/Caltrans

LCP Update and Biological Inventory
City of San Clemente

Malibu Parks Public Access Enhancement Plan
Mountains Recreation and Conservation Authority

Export Forcemain and San Juan Creek Ocean Outfall Junction Structure
South Orange County Wastewater Authority

Santa Barbara Airport and Goleta Slough LCP Amendment
City of Santa Barbara

LCP Development
City of Santa Monica

Green Heron Spring LCP Amendment and Residential Development
Scott Ellinwood

Caltrans Coastal Program Implementation
Caltrans Headquarters/ICF International



The award-winning PWP/Transportation and Resource Enhancement Program for proposed improvements to I-5 and the Los Angeles–San Diego–San Luis Obispo rail corridor addresses improvements to mobility, coastal access, and natural resources in San Diego's North County.

For more information on Coastal Planning services, contact Dudek at 800.450.1818.

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Air Quality and Greenhouse Gas Services

Dudek's air quality professionals offer in-depth expertise to cost-effectively navigate complex air quality and greenhouse gas (GHG) emissions requirements for projects throughout the Western United States. Our professionals conduct the necessary analysis and prepare accurate, legally defensible technical studies to help meet aggressive project deadlines. Our extensive project experience enables us to anticipate potential issue and address them in a timely, effective fashion.

Our Approach

We prepare air quality and GHG emissions impact analyses for all types of land use development projects including residential and commercial development, industrial operations, educational facilities, hospitals, utility-scale energy sites, transportation infrastructure improvements, and water/wastewater facilities. We identify project-specific emission sources, determine appropriate analysis assumptions, accurately estimate project-generated emissions, and evaluate associated potential impacts. We work with Dudek engineers and environmental planners to provide an integrated project approach.

Our air quality and GHG emissions assessment experience includes focused memorandums, stand-alone technical documents, and California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) environmental assessments. Analyses are conducted in accordance with federal (U.S. Environmental Protection Agency), state (California Air Resources Board (CARB), Office of Environmental Health Hazard Assessment), regional (Metropolitan Planning Organizations, air quality management districts (AQMDs), and air pollution control districts (APCDs), and local agencies (cities and counties) regulations, rules, and guidance.

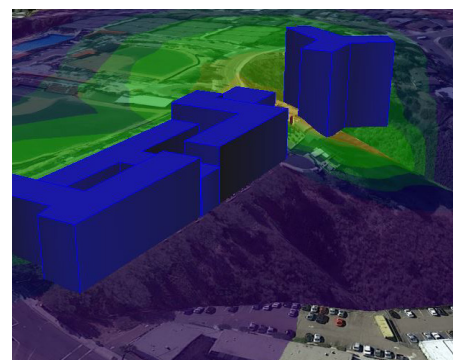
Our analyses use state-of-the-industry models, including the California Emissions Estimator Model (CalEEMod). See the full list of models used on the following page. We develop custom spreadsheets, when needed, to calculate emissions outside of constrained

models using industry-standard emission factors and data inputs to evaluate impacts (or benefits) of a project. This approach allows us to avoid overestimating emissions by evaluating activities on a daily (or further refined) level.

Each analysis is tailored consistent with the applicable regulatory environment and current recommended impact analysis approaches, as well as in accordance with applicable case law, so the analysis is on the forefront of evolving science and legal defensibility.

Air Quality Services

- CEQA/NEPA air quality assessments.
- Criteria air pollutant inventories and projections.
- Criteria air pollutant dispersion modeling and ambient air quality analyses, including:
 - Carbon monoxide hotspot assessments
 - South Coast AQMD's Localized Significance Thresholds (LST) analyses
- Construction and operational health risk assessments.
- Permitting and compliance auditing, including Title V permits and annual reports.
- Regulatory compliance assistance and regulatory feasibility analysis.
- Clean Air Act and General Conformity Analyses.
- Caltrans Air Quality Study Reports (AQSR), Air Quality Conformity Analyses (AQCA), and energy analyses consistent with Caltrans Standard Environmental Reference.
- Odor impact assessments and odor abatement/management plans.



Stationary source health risk isopleths

Client Benefits

We guide projects expertly and efficiently through the regulatory process while meeting project objectives and schedules through:

- Strong relationships with air districts and lead agencies, and up-to-date understanding of applicable guidance.
- Tailored analyses providing accurate emissions estimation and sustainable solutions that reduce project-generated emissions
- Effectively communicating complex analyses to decision makers and the public. We work closely with clients to ensure our methodology, assumptions, and results are understood and accurately reflect the project.
- Providing creative strategies based on broad project experience to evaluate impacts, especially when agency guidance is unavailable.

DUDEK

Greenhouse Gases & Climate Change Services

- CEQA/NEPA greenhouse gas emissions/ climate change assessments.
- Greenhouse gas emissions inventories and projections.
- Assistance for developing jurisdictionally- and geographically-specific numeric thresholds for lead agencies for CEQA analyses.
- Carbon sequestration calculations (loss and gain of sequestered carbon).
- Regional Transportation Plan/Sustainable Communities Strategy project consistency analyses per Senate Bill 375.
- Analysis of project compliance with applicable rules, regulations, policies, and plans that reduce GHG emissions.
- Assistance with carbon offsets.
- Climate action planning and climate adaptation planning.
- Sea level rise analyses working in tandem with in-house coastal planners and civil engineers.

Additional Services

- Constraints and capability analyses to assist in development and design of projects, and determination of the preferred project alternative, as well as due diligence investigations.
- Identification of sustainable development strategies to incorporate as project design features and development of feasible and effective emissions reduction mitigation measures.
- U.S. EPA required CEQA-Plus analyses for State Revolving Fund loans.
- Energy analyses (CEQA Appendix F).



Dudek is providing air quality and GHG emissions services for Los Angeles Department of Water and Power Scattergood Power Generating Station.

Models Used

Select models to conduct criteria air pollutant and GHG emissions inventories:

- California Air Pollution Control Officers Association CalEEMod
- CARB Mobile Source Emissions Inventory Model (EMFAC)
- CARB Off-Road Emissions Inventory Model (OFFROAD)
- EPA Motor Vehicle Emissions Simulator (MOVES)
- EPA Storage Tanks Emission Calculation Software (TANKS)
- Sacramento Metropolitan Air Quality Management District's Road Construction Model.
- Other CARB and EPA approved emission inventory models such as inventories for harbor craft, ocean going vessels, locomotives, and transport refrigeration units.

Select models to conduct dispersion modeling and prepare health risk assessments:

- American Meteorological Society/U.S. Environmental Protection Agency Regulatory Model (AERMOD) and AERSCREEN (screening version of AERMOD)
- CARB Hotspots Analysis and Reporting Program Version 2 (HARP2)
- California Line Source Dispersion Model (CALINE4).

Team Certifications

Our team includes staff certified by the United States Green Building Council's Leadership in Energy and Environmental Design (LEED), Qualified Environmental Professional (QEP), and American Institute of Certified Planners (AICP). We stay current through continued education and hold leadership roles at professional organization such as Air and Waste Management Association, American Planning Association, Association of Environmental Professionals, and the U.S. Green Building Council.

Biological Resources

Dudek biologists specialize in wildlife biology, botany, vegetation ecology, and wetlands science. We deliver thorough, defensible biological assessments and reports using our understanding of federal and state regulations and policies, knowledge of diverse species and habitats, and use of the latest survey protocols and technology.

Our Approach

Dudek's biologists conduct general and focused biological surveys, prepare constraints analyses, perform construction surveys, manage long-term biological monitoring, draft biological reports in support of CEQA/NEPA documents, and prepare small- to regional-scale Habitat Conservation Plans (HCPs) and Natural Community Conservation Plans (NCCPs).

Dudek staff maintains the necessary permits and expertise to conduct focused surveys and develop management plans for almost all special-status wildlife species within California. Our team conducts biological surveys in conformance with applicable local, state, and federal guidelines to determine the presence of state-listed and federally listed species.

We use survey data to characterize habitat values associated with a project site. Then, during project construction, we monitor construction activities to comply with environmental specifications, checklists, and the project Mitigation Monitoring and Reporting Programs (MMRP). We work with the California Department of Fish and Wildlife (CDFW) to develop and implement plans to passively relocate species.



Services Overview

- Aquatic and riparian studies
- Focused species surveys
- General botanical and wildlife surveys
- Regulatory agency permitting
- Vegetation community mapping
- Wetlands delineations
- Wetlands permitting and mitigation
- Wildlife corridor studies
- Wildlife management plans
- Wildlife population monitoring.

Regional Conservation Planning

We plan, permit, and implement programs involving hundreds of species across hundreds of thousands of acres of public and private land.

We have a statewide record of completing in-depth conservation planning studies and documents that result in successful endangered species permitting agreements.

We guide clients through the entire conservation planning process—from biological and geographic information system (GIS) database development and preserve design to plan implementation and adaptive management.



Client Benefits

- Streamlined permitting based on our understanding of and relationships with regional resource agency personnel, including USFWS, USFS, CDFW, and ACOE
- Immediate emergency response of a statewide staff of more than 50 biologists
- Cost-effective, state-of-the-art field equipment and innovative survey techniques to streamline data collection and interpretation
- Pragmatic approach to resource inventories and evaluations

Dudek is preparing the South Sacramento Habitat Conservation Plan and Aquatic Resources Plan, which together provide a regional approach to protection of 30 species of plants and wildlife, including 10 species that are threatened or endangered under state and federal Endangered Species

Experience

Newhall Ranch Surveys

Newhall Land and Farming Company

Tejon Mountain Village

Tejon Mountain Village LLC

Oceanside-Escondido Rail Line

Biological Survey

DMJM + Harris

Tehachapi Renewable Transmission

Segments 4-II Biological Resources

Execution Phase

Southern California Edison

Tejon Multiple Species Habitat Conservation Program (MSHCP)

Tejon Ranch Corporation

As-Needed Biological Resources Surveys

County of San Diego

Syphon Reservoir Environmental Planning

Irvine Ranch Water District

As-Needed Biological Services

Southern California Edison

Emergency Storm Drain Channel Maintenance Program

City of San Diego

South Sacramento HCP and ARP

County of Sacramento

Salton Sea Species Conservation Habitat

California State Parks

Foothill Trabuco Habitat Conservatio Plan

Trabuco Canyon Company LLC

On-Call Regulatory Permitting Services

County of Orange

Rancho Arroyo Seco Biological Assessment

Amador Ranch Associates

Dudek is managing the interagency coordination for the Desert Renewable Energy Conservation Plan (DRECP). This NCCP is being prepared through an unprecedented collaborative effort between the California Energy Commission, CDFW, the U.S. Bureau of Land Management (BLM), and the USFWS.



For more information on Biological Resources services, contact Dudek at 800.450.1818.

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Cultural Resources

Dudek's archeologists and architectural historians offer services from basic constraints studies to complex mitigation and preservation plans. We are recognized leaders in professional and community outreach, presenting study results in academic and public venues. Using innovative, thorough approaches, we respond quickly and appropriately to project tasks and discoveries.

Our Approach

Dudek specializes in bridging the gap between identification of resources as project constraints and understanding those resources' historical significance. Our team designs and implements significance assessment programs for projects administered at the local, state, and federal level. We are permitted to conduct cultural resources investigations on federal and state lands and are listed on local registers and with the Register of Professional Archaeologists.

Dudek uses resource recordation and condition assessment tools on multiple platforms (e.g., Trimble Global Positioning System (GPS) receivers, iPads/iPhones, and cloud data management).

These tools reduce field and lab efforts (i.e., cost) by as much as 30% and increase the accuracy and reliability of resource documentation. Real-time recording and reporting provides clients accurate information on discoveries as they occur, allowing appropriate responses to be formulated and implemented with minimal downtime.

Fast Track Performance

Throughout California, we have helped local, state, and federal agencies design creative programmatic approaches to evaluating historical significance of archaeological and historical resources. Our experience on fast-tracked projects pushed us to develop an approach to cultural resources with a core value of efficiency. Time savings in resource treatment is mutually beneficial to the resource requiring treatment, the developer incurring the cost, and the agency providing resource oversight.

Services Overview

- Archaeological and Historical (A & H) Surveys (Phase I)
- A & H Significance Assessments (Phase II)
- A & H Mitigation Programs (Phase III)
- Salvage of Cultural and Paleontological Resources
- Paleontological Resource Monitoring and Reporting
- Historic Resources Survey and Inventory
- Historic Context and Evaluation Reports
- Native American Consultation and Ethnography
- National Historic Preservation Act Documentation
- State of California Department of Parks and Recreation Documentation
- Third-Party Compliance Oversight and Review
- Literature Overviews and Archival Research
- Inventory/Database Compilation.



Client Benefits

- Address a range of archeological, historical, and paleontological tasks and issues with one seamless in-house team
- Streamlined data collection and interpretation through cost-effective and innovative technology, field equipment, and survey techniques
- Low costs and high-quality services from dozens of readily available as-needed professionals



Dudek's cultural resource specialists understand the importance and the legal implications of protecting California's cultural heritage. They combine industry-leading collection and preservation techniques with state-of-the-art geospatial technologies to document resource discoveries.

Experience

Newhall Ranch Surveys Project

Newhall Land and Farming Company

SANDAG / Caltrans Public Works Plan

San Diego Association of Governments

Tierra Del Sol Solar

LanWest Solar Farm LLC

Jewell Valley Wind Energy Project

San Diego

Enel Green Power North America Inc.

As-Needed Biological and Cultural Resources Surveys

County of San Diego

Syphon Reservoir Environmental Planning

Irvine Ranch Water District

4S Ranch Biological Studies; Wetlands and Rare Plant Programs

Newland Communities

Emergency Storm Drain Channel Maintenance Program

City of San Diego

Recycled Water System Expansion

City of San Clemente

As-Needed Environmental / Mitigation Monitoring

City of San Diego

SANDAG As-Needed Environmental Compliance

Simon Wong Engineering

Yokohl Ranch Phase I & II Cultural Resources Inventory and Significance Studies

The Yokohl Ranch Company LLC



The Dudek cultural resources team has surveyed project sites from one to 28,000 acres throughout California. We completed Phase I & II cultural resource assessments and significance evaluations for the Yokohl Ranch Company LLC on more than 100 prehistoric and historic archaeological sites across a 12,000 acre project area in foothills of the Sierra Nevada.

For more information on Cultural Resources services, contact Dudek at 800.450.1818.

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Paleontological Resources Management

Recovering paleontological resources requires efficient management between multiple stakeholders. Dudek's paleontological resources staff works collaboratively with designers, engineers, and planners to identify feasible, cost-effective project components that achieve project objectives and minimize the potential for impacts to scientifically significant paleontological resources.

Our Approach

Our staff provide a full range of paleontological resource services including surveys and assessments, monitoring, fossil recovery, and final reports. In compliance with conditions of approval, the Dudek team provides paleontological resources monitoring during construction related excavation activities.

With more than 50 years' combined experience working with public agencies, special districts, and private clients, our paleontological resource managers are expert at complying with local, state, and federal guidelines and protocols.

We are proud of our numerous ongoing relationships with public works departments, municipal utility districts, and engineering and architectural firms.

We also complete preliminary studies, including field surveys to address the potential for discovery of nonrenewable paleontological resources prior to the start of construction.

Our paleontological staff is complemented and supported by several specialists throughout California who provide as-needed, specific geographic expertise. These experts are committed to our collaborative design team philosophy, and help deliver clients a cohesive, integrated work product.

Preliminary studies address the potential for discovery of nonrenewable paleontological resources prior to the start of construction.

Planning for Unexpected Finds

Often, unexpected paleontological resources are discovered once a project is already underway. Our paleontological specialists have the experience and expertise to look ahead, and predict likely impacts, saving time and money if, and often when, these impacts come to fruition. Our experts evaluate the project area to determine areas where impacts are likely to occur, and then create sensitivity maps, which indicate potential issue areas. Then, if unexpected resources are discovered, a plan is already in place for dealing with them, and work can quickly and efficiently carry on, maintaining project momentum and saving money.

Services Overview

- Institutional records searches and assessments
- Paleontological resource planning
- Construction monitoring
- Technical reporting



Client Benefits

- Relationships with numerous museums streamlines fossil curation
- Recommendations on paleontological resource sensitivity and management considerations
- Efficient and effective resource recovery that saves time and money
- Cross-trained archaeological/paleontological specialists that streamline work processes



Experience

- Smoke Tree Wind Inventory**
Ogin Inc.

WCSS0011RI and WCS00012RI Inventory
FloDesign Wind Turbine Corporation

Draft Initial Studies and Paleontological Resource Surveys
County of Orange

McCoy Solar Energy
First Solar Electric Inc.

Rio Mesa Solar Electric Generating Facility CEQA Studies
BrightSource Energy Inc.
- Utility-Scale Solar Energy Development**
Bureau of Land Management

Desert Renewables Energy Conservation Plan
Aspen Environmental Group

Little Lake MDP Line B
Riverside County Flood Control and Water Conservation District

Huntington Beach Seawater Desalination Plant
Poseidon Water LLC

San Onofre to Pulgas Design Review
RailPros Inc.



Our staff provide a full range of paleontological resource services, including fossil recovery.

For more information on Paleontological Resources Management services, contact Dudek at 800.450.1818.

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Hazardous Materials Investigation and Remediation

Preparing for reuse or redevelopment projects on property that may contain hazardous waste and/or materials requires a team familiar with hazardous materials regulations. Dudek has extensive experience delivering environmental studies and remediation efforts that cost-effectively meet short-term requirements, while minimizing long-term cost and risk exposure on Brownfield sites.

Our Approach

Dudek's team of environmental engineers, geologists and scientists design, implement, and manage all aspects of environmental due diligence, cost/benefit analysis, environmental sampling, remediation, and environmental program management.

We work with private and public property owners to identify and manage environmental liabilities, mitigate risks, and make the best use of capital expenditures related to environmental projects.

Due Diligence

Dudek professionals are well versed in the unique and varying hazardous materials requirements, and conduct the proper due diligence to minimize the potential for project schedule delays and cost overruns. We identify and evaluate potential hazardous waste liabilities and prepare feasibility studies and cost benefit analyses for various redevelopment scenarios.

Investigation and Sampling

We identify, segregate, and properly dispose of hazardous materials on various sites including facilities contaminated with metals, chlorinated solvents, perchlorate, NDMA, fuel hydrocarbons, and pesticides. Our team provide demolition material and environmental media sampling, including subsurface investigations using geophysical methods, soil gas surveys, and a variety of soil and groundwater sampling techniques.

Remediation

Dudek's staff are well versed in various remediation technologies. We consider immediate and long-term impacts when determining suitable technologies, and have designed and implemented ground-water pump and treat systems, in-situ chemical oxidation, vapor extraction, and multiphase extraction systems. With a hands-on approach, we maintain the treatment technology and continually evaluate its effectiveness.

Human Health/Ecological Risk Assessment

Dudek's scientists prepare site-specific risk assessments to evaluate potential risks for current and future land use. These studies may be used to obtain risk-based closure for open hazardous waste sites, or used to support change-of-use applications, such as from industrial to commercial/residential.

Services Overview

- Phase I and 2 ESAs
- Environmental lien searches
- Soil, soil vapor, and groundwater sampling
- Asbestos and lead sampling
- Soil and groundwater remediation
- Remediation feasibility/costing
- Hazardous material and waste disposal
- Permitting



Client Benefits

- Deep understanding of hazardous materials regulations minimizes risk of budget/schedule overruns
- Comprehensive approach ensures continual monitoring and maintenance of remediation
- Permitting experts streamline regulatory approval process



For more information on Hazardous Materials Investigation and Remediation services, contact Dudek at 800.450.1818.

Phase I and Phase II Environmental Site Assessment

Dudek conducts Phase I and II environmental site assessments, evaluating potential environmental or hazardous waste liabilities on industrial, agricultural, residential, commercial, and undeveloped properties. We prepare reports to facilitate the purchase and sale of properties that formerly contained underground storage tanks and other hazardous materials impacts

Our Approach

Dudek's geologists, environmental engineers, and soil scientists provide public agencies and private landowners expert Phase I and Phase II environmental site assessments (ESAs) on a range of hydrogeology and hazardous waste projects.

Our team applies their extensive knowledge of regulatory standards and guidelines to provide thorough, cost-effective and timely investigations. We are well versed in unique and varying regulatory requirements, and our professional staff address agricultural, residential, undeveloped and commercial properties, as well as school siting challenges.

Dudek remediates sites by soil excavation and treatment or disposal, soil vapor extraction, bioremediation of groundwater, chemical oxidation of groundwater, and groundwater pump and treat, among other technologies.

ESA Process

Our phase I and II ESA process includes:

- Computerized database search of hazardous waste sites within a 1 mile radius of the target site;
- Review of historical aerial photographs, Sanborn Fire maps, historical phone book listings of the target site address;
- Submission of questionnaires to the current owner to determine current and historical operations; and

- Site inspection to observe current hazardous materials handling and indications of historical hazardous material management and disposal practices in order to identify recognized environmental conditions.

Based on results of the evaluation, our staff then recommended sampling to determine the presence of residual hazardous waste.

Services Overview

- Site reconnaissance
- Computerized database search of regulatory agency records
- Review of documents detailing historic use such as historical aerial photographs, Sanborn fire insurance maps, historical topographic maps, and city directories
- Previous environmental document review
- Owner interviews
- Sampling and analysis of soil, groundwater, surface water, soil vapor, and potential asbestos- or lead-containing material
- Sampling and analysis plan preparation
- Data evaluation and comparison to regulatory threshold values or risk-based clean-up levels

Our experts facilitate the rehabilitation of properties formerly subject to hazardous materials impacts, enabling sale and redevelopment.



Client Benefits

- Business-minded approach allows flexibility when hazards must be assessed for large areas with no property transaction.
- In-house hydrogeologists perform efficient sampling and analysis of soil, water, and other materials.
- Experience facilitating various resolutions, including site closure, rehabilitation, and preparation for sale.



Groundwater Services

Dudek guides cities and water districts through testing, evaluating, and planning for groundwater resources in a timely, cost-effective manner. Our hydrologists, engineers, and geologists understand the importance of maintaining healthy groundwater not only to preserve supply quality and quantity but also to prepare the surrounding ecosystem for successful recharge.

Our Approach

Dudek hydrogeologists understand and have worked in many major groundwater basins preparing groundwater plans, urban water management plans, and water supply assessments. We assess basins on a regional level to enable analysis of potential impacts from multiple projects. We synthesize data into practical, accurate models to allow for flexible basin management.

On a project level, we identify potential environmental constraints, including water resources, topography, habitat, and pipeline interconnection, early so you can develop dependable site plans and permitting strategies. Our team also supervises drilling operations in alluvial and fractured rock basins and constructs high-yielding wells in all types of formations.

We assess groundwater quality conditions and anticipate potential concerns prior to drilling or initiation of a project. This comprehensive approach to basin management keeps project momentum and avoids unnecessary time and cost.

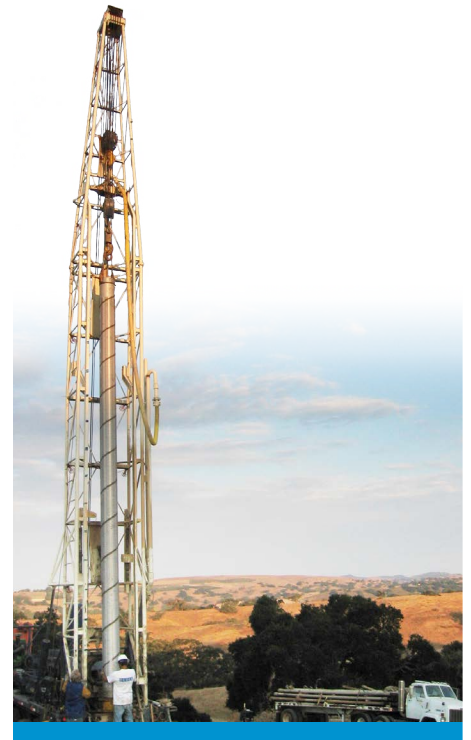
We offer an integrated geographic information system (GIS) approach to assist our field efforts through our internally developed Kerata™ web application. Kerata is a mobile data collection platform that enables real-time data saving to our network, as well as a “dashboard” for data management, planning, work tracking, and budgeting.

Services Overview

- Groundwater Contamination Investigation and Characterization
- Groundwater Management Plans
- Groundwater Monitoring and Sampling
- Groundwater Remediation
- Litigation Support
- Urban Water Management Plans
- Water Modeling and Forecasting
- Water Supply Assessment
- Well Design and Rehabilitation
- Well Site Evaluation and Inspection.

Assessing an Aquifer's Sustainable Yield

Providing a defensible estimate of the groundwater production based on sound scientific principles is essential to maintaining a sustainable water supply. These estimates are based on site-specific data from meteorological stations, soil moisture probes, transpiration sensors, stream gauges, and groundwater wells. By collecting and analyzing site-specific data, Dudek can provide clients an assessment of the sustainable yield that better matches the conditions at the project site than any general or modeled assessments can. While collecting local data cannot guarantee a larger estimate of sustainable yield, it is a good first step away from conservative assumptions of groundwater yield estimates.



Client Benefits

- Accurate data collection combined with real-time “dashboard” viewing in the field and the office through our exclusive mobile data collection platform
- Groundwater modeling that synthesizes regional data to enable simultaneous analysis of multiple projects
- Multifaceted project issues addressed by hydrologists, engineers, geologists, hazardous material specialists, and construction managers on one integrated team
- Ability to immediately respond to emergency situations with an accessible staff of over 300 professionals

Experience

Water Supply for Rams Hill Golf Course

Borrego Water District

Sewer Collection System Rehabilitation

Carpinteria Sanitary District

Hemet Well 17 Hydrogeologic Services

City of Hemet

Hydrogeology and Environmental Assessment for Maderas Golf Course

City of Poway

As-Needed Watershed and Resource Protection

City of San Diego

Mead Valley Government Center Sampling

County of Riverside

As-Needed Environmental

County of San Diego

Dyer Road Well Field California Environmental Quality Act (CEQA)

Irvine Ranch Water District

San Joaquin Reservoir Project

Irvine Ranch Water District

Water Supply Analysis for Joshua Tree Campground

Joshua Basin Water District

Suitability for Groundwater Development

Lee Lake Water District

Hydrogeologic Services

Live Oak Springs Water and Power Company

North Tijuana River Groundwater Production Feasibility Surface Project

Otay Water District

Hydrology, Flooding and Water Quality for Proposed Solar Project

Renewable Resources Group, Inc.

Canada Gobernadora Multi Basin Project

Santa Margarita Water District

Well Hexavalent Chromium Evaluation

Santa Ynez River Water Conservation District

Sweetwater Reservoir Storage and Habitat Management

Sweetwater Authority

Dudek's hydrologists and groundwater specialists provide water management planning, water yield assessments, water quality and hazardous materials testing of water supplies, and well design and rehabilitation for regulatory agencies, water districts, developers, and private citizens.



For more information on Groundwater services, contact Dudek at 800.450.1818.

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Water Quality Improvement Plans

Dudek's engineering and environmental specialists help meet regulatory standards compliance on projects ranging from on-site best management practices (BMPs) to large-scale projects involving multiple watersheds. We help clients identify and address the impacts surface waters can have on long-term environmental and operations and maintenance activities.

Our Approach

Dudek helps municipalities update and implement Water Quality Improvement Plans (WQIPs) within operational and budget capacities. Our stormwater management, engineering, and compliance experts begin by evaluating water resources and designing programs that manage these resources to maximize pollutant control and/or removal efficacy. We coordinate with stakeholders and negotiate with regulators to design best practices that meet regulatory objectives and operational capacity metrics.

Our engineers accurately model surface water flow for project and regional hydrology and hydraulics analysis, floodplains, channel/basin networks, runoff contaminant quality, and sediment transport. We use our modelling to develop a water surface profile and ultimately, a comprehensive design for infrastructure improvement projects that can meet short-term and long-term needs.

The Dudek team also develops Storm Water Pollution Prevention Plans (SWPPPs), provides SWPPP monitoring services, and conducts industrial site inspection, sampling, and reporting. We offer an integrated geographic information system (GIS) approach to assist our field data collection through our internally developed mobile platform that enables real-time data saving to our network, as well as a "dashboard" for data management, planning, work tracking, and budgeting.

Services Overview

- BMP Development and Engineering
- Facility Inspections and Reporting
- Federal Emergency Management Agency (FEMA) Floodplain Studies
- Hydraulic Modeling of Alluvial Fans, River, Channels, Washes, Creeks, Swales, etc.
- Mapping, Computer-Aided Drafting and Design (CADD), and GIS Services
- Pilot Study Design, Implementation, and Assessment
- Stormwater and Dry Weather Monitoring
- Stormwater Facility Construction Documents
- Stormwater Flooding Forensic Evaluations/Studies
- Stormwater Management Planning, Design, and Implementation
- SWPPP Compliance
- Water Quality Monitoring and Studies
- WQIP Development and Stakeholder Coordination

Key WQIP Components for Planning and Project Implementation

Planning ahead for integration of watershed-specific stormwater management strategies is a key to cost-effective project and program implementation throughout a region, including the following:



Client Benefits

- Broad capability that leverages 32 years of water focused engineering, environmental, construction management and operations expertise
- Watershed management approach to designing and building solutions that avoids risk and keeps project momentum while planning for long-term water resource success
- Streamlined permitting based on our understanding of and relationships with regional resource agency personnel
- Real-time data collection and "dashboard" viewing for data management, planning, work tracking, and budgeting through our exclusive mobile data collection platform

- Identify priority water quality conditions (incorporating stakeholder review) for each focal watershed using water quality monitoring and other data to identify key watershed pollutant issues.
- Use infrastructure inventories, inspection results, and other relevant data to identify and classify known and suspected sources of pollutants.
- Address the source(s) of highest-priority pollutants by designing structural and non-structural BMPs, existing development retrofits, and channel restoration project strategies.
- Using water quality conditions and selected strategies, establish numeric goals for measurable criteria and schedules to meet the goals based on strategy priority.
- Evaluate progress and modify watershed strategies through ongoing monitoring and iterative adaptive management steps that may ultimately reduce long-term monitoring needs and costs.

Experience

DFSP San Pedro Storm Water Evaluation Project

The Source Group Inc.

Montanoso Recreation Center Bioswale

City of Mission Viejo

Walnut Avenue Drainage Project

City of Placentia

Design Services for Lincoln Storm Drain

Orange County Water District

AWT Supply Enhancements and Urban Runoff Reuse

South Coast Water District

Stormwater BMP Plan for Coastal Treatment Plant Access Road Project

South Orange County Wastewater Authority

Calle Tampico Sidewalk and Drainage Improvements Project

City of La Quinta

Desert Willow GC Clubhouse Drainage Improvements

City of Palm Desert

As-Needed State Water Resources Control Board (SWRCB)

Construction General Permit Assistance

Rancho California Water District

City of Victorville Regional Drainage Facilities

County of San Bernardino

Emergency Storm Drain Channel Maintenance Program Project

City of San Diego

In developing a s stormwater management program, Dudek environmental planners and stormwater specialists look at all possible ways to mitigate polluted run-off, even analyzing natural treatment systems such as constructed wetlands.

Storm Water Management Facility Maintenance

City of San Marcos

Stormwater Pollution Prevention Plan

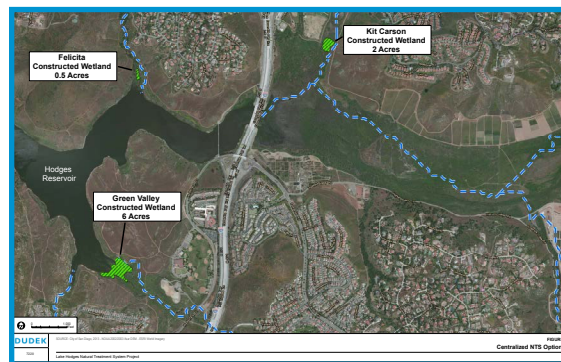
Mission Bay Yacht Club

Storm Water Management Program Administration

City of Carpinteria

Moorpark Studios – Stormwater Engineering Services

Los Angeles Avenue LLC



For more information on Water Quality Improvement Plan services, contact Dudek at 800.450.1818.

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Stormwater Resources

Dudek's stormwater experts help public and private clients achieve project goals, control costs, and comply with regulatory standards on a variety of projects ranging from a single stream to complex watershed-wide solutions.

Our Approach

Applying the appropriate project resources requires understanding each project's unique situation and objective. Our skilled stormwater specialists have a diverse mix of traditional, complex, and "green" related project experience to efficiently match resources to project needs.

Flood Control Planning and Design

Dudek's drainage experts are experienced in alternative advanced hydraulic modeling techniques, and provide optimized flood control solutions that identify the most feasible project options. We specialize in the preparation of construction documents, including design plans, specifications, cost estimates, permit applications, and construction support, for a variety of flood control projects.

- Regional, local & focused drainage studies
- Complex hydraulic & hydrologic analyses
- System-wide value engineering
- Stream scour and erosion evaluation
- Construction support
- Stormwater infiltration budget analysis
- FEMA flood mapping and processing
- 3-D flood result animation

Natural Drainage

Our industry-leading experts specialize in natural drainage system engineering for stream and channel erosion protection in multiple regions throughout the state. We are well equipped to handle increasing demands from the regulatory agencies for natural stream stabilization measures. In-house biologists, environmental specialists, and landscape architects complement our stream restoration design and construction expertise.

- Natural stream stabilization design
- Biotechnical engineering (green materials)
- Alternative stream protection measures
- Advanced stream hydraulic modeling
- Regulatory agency permit processing
- Natural stream system construction

Stormwater Quality

Our environmental and engineering professionals are adept at preparing MS4 permit applications, compliance, and water quality facilities design. We help municipal and private clients navigate the construction and post-construction permit requirements with a focus on compliance and minimal maintenance costs. Our

Client Benefits

- Watershed management that avoids risk and maintains schedule, for long-term water resource success
- Complex modeling solutions that reduce facility size and cost
- Streamlined permitting based on long-term relationships with regional resource agency personnel

stormwater experts integrate water quality and drainage design analysis into a single comprehensive model for both regional and local projects, and we tailor client-specific BMPs to targeted pollutant removal goals. We develop comprehensive, watershed-wide drainage models to quantify and verify targeted constituent removals.

- Site-specific custom BMP designs
- Pre- and post- construction MS4 NPDES permit compliance
- SWPPP development and monitoring
- Watershed treatment modeling
- LID modeling & design
- Groundwater analysis and quality (hydrogeology)
- Hydromodification assessment



Lee Lake Dam Analysis and Outlet Re-Design



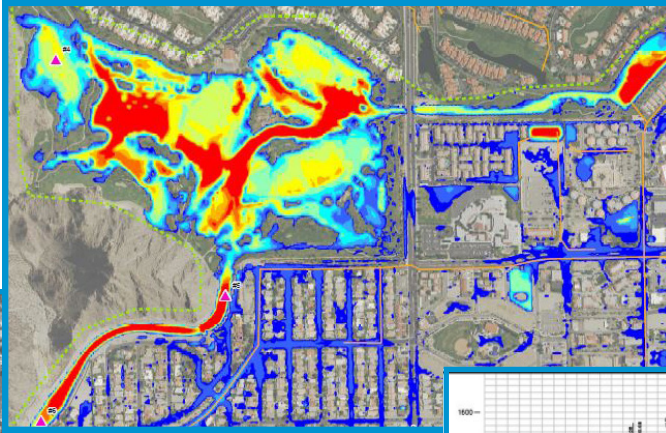
Ecosystem Restoration/"Green" Bank Protection



City of Mission Viejo

The Dudek Process

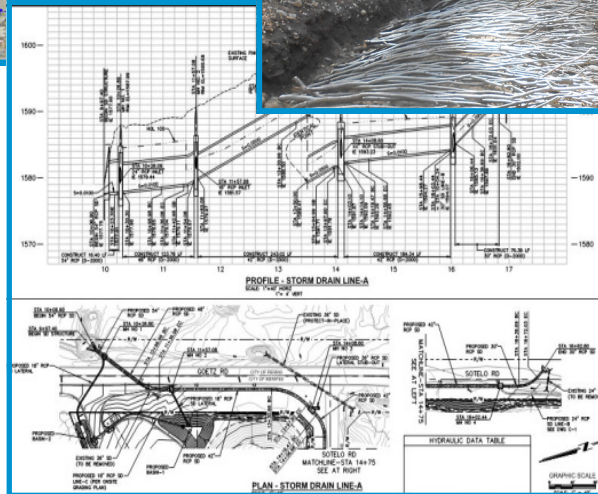
ANALYZE



BUILD



PLAN



DESIGN

For additional information on Stormwater Resources services, contact:

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Acoustics and Noise Control

Evaluating and mitigating noise impacts in increasingly dense communities requires accurate analysis by noise control experts. Dudek noise specialists have decades of experience assessing a variety of noise and vibration issues on projects ranging from large industrial noise control and transportation projects to smaller indoor performance and lecture spaces.

Our Approach

Dudek noise and acoustics professionals provide accurate and efficient noise control analyses and recommendations that meet regulatory standards for clients. We work with cities, counties, architects, and private developers to prepare legally defensible noise studies that accurately and thoroughly evaluate noise impacts on a project site, both during and after construction.

Our team includes dedicated noise experts, as well several additional project managers who are cross trained in noise services, offering clients a range of professionals statewide, who can provide the needed expertise and level of service to ensure a successful noise study.

Dudek noise experts have experience with applied acoustics engineering, including analysis of sound-generating sources, assessment of community noise levels, quantification of vibration levels from industrial sources, evaluation of structural noise attenuation (exterior to interior), and design of interior acoustics

Our experts assess the noise impacts associated with construction and operation of projects, and prepare comprehensive noise technical reports for defensible environmental documents. We understand environmental regulations and how to apply the relevant noise regulations and planning standards to determine significance thresholds by which to compare project impacts. If impacts are determined, our mitigation experts can design and implement the appropriate mitigation.

Transportation Noise

We specialize in conducting sound-level measurements with American National Standards Institute (ANSI) Type 1 and 2 sound level meters, modeling, and vibration monitoring for transportation noise sources including highways, railways, and airports to characterize community noise level and identify potential transportation noise impacts on noise-sensitive land uses.

Dudek noise specialists analyze noise conditions using CadnaA modeling software to produce noise models and the Federal Highway Administration's Roadway Construction Noise Model (RCNM) to assess construction-related impacts and the Traffic Noise Model (TNM) to model automobile noise on a variety of projects, including those that are federally funded.

Indoor Noise

Dudek noise specialists have extensive experience measuring noise in enclosed spaces. We are deeply knowledgeable on Sound Transmission Class (STC) and Impact Isolation Class (IIC) design and testing standards for walls, ceilings, floors, etc., enabling accurate measurement and ensuring compliance with noise regulations.

Our professionals and methods follow those published by ANSI and the American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) guidelines for heating, ventilation, and air conditioning unit noise control analysis.



Client Benefits

- Cross-trained staff who provide a single contact, streamlining measurement, analysis, and recommendation
- Acoustics designed in compliance with LEED to help achieve green certification
- Legally defensible noise studies that streamline the regulatory process, saving time and money

Services Overview

- CEQA/NEPA noise and vibration analysis
- Noise modeling and measurement
- Vibration modeling and measurement
- STC and IIC design and testing
- Speech privacy design
- LEED-compliant acoustics design
- Noise control method implementation

Representative Experience

Little Bear Solar Project

First Solar Electric Inc.

Trans Bay Cable Control Room

Elements Architecture Inc.

Solana Torrance Noise Study

City of Torrance

Environmental Noise Study

The Little Big Riding School

Delta Community College Soccer Field

San Joaquin Delta Community College

Carlsbad Desalination Plant

Poseidon Water LLC

Recycled Water Expansion

El Toro Water District

On-Call CEQA/NEPA Services

City of Los Angeles Harbor Department

Housing Noise Study

San Diego State University

UCSC Modular Housing

University of California, Santa Cruz

Pure Water Program Pipeline

City of San Diego

LADWP Distribution Station

City of Los Angeles

Cypress College Master Plan

North Orange County Community College District

Tahoe Lake Elementary School Noise Study

Tahoe Truckee Unified School District

Environmental Noise Assessment

Tahoe City Public Utility District

Master Plan Update

Santa Barbara Museum of Natural History

University Villages Project EIR

Otay Ranch New Homes



Dudek professionals have extensive experience measuring traffic noise using ANSI Type 1 and 2 sound level meters, and modeling using the FHWA's Traffic Noise Model. We take detailed site measurements to calibrate our traffic noise models, ensuring accurate and reliable analyses.

Transportation Planning and Impact Assessment

Successful transportation planning requires in-depth understanding of an ever-changing regulatory landscape. Dudek's certified transportation and air quality planners and professional engineers understand the latest transportation regulations, and implement best practices to help clients develop or adapt projects to minimize the potential for impacts.

Our Approach

Dudek provides technical transportation planning, traffic impact assessment, and California Environmental Quality Act (CEQA) expertise, quantifying the effects of a project using the appropriate metrics and methods for project-specific concerns.

Our multidisciplinary staff bring a holistic perspective with experience in both the public and private sector. Our in-house planners and engineers provide a range of project support, including facilitating project planning, agency approvals, environmental documentation, and public outreach, as well as representing projects at local and regional government meetings.

Dudek planners assist clients in tackling short- and long-term transportation challenges, whether they relate to capital projects, programs, or long range plans. Our professional civil engineers understand how to overcome technical challenges so design does not compromise the merit and longevity of the project.

Senate Bill 743 Compliance

Implementation of Senate Bill (SB) 743 drastically changes transportation analysis under CEQA. We have years of experience successfully quantifying the vehicle miles traveled (VMT)- and greenhouse gas (GHG)-related impacts of projects using various modeling software. We have developed customized spreadsheet tools that quantify reductions due to transportation demand management, land use, and other strategies to help clients reduce project impacts.

Our experienced air quality experts, transportation planners, and noise technicians work hand in hand to guide projects through VMT analysis under the new law, saving our clients time and money by providing multiple services under one roof.

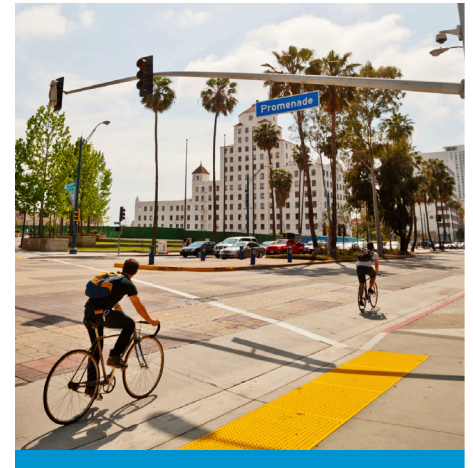
Operations Analysis

While SB 743 is slowly being implemented across the state, many agencies are still analyzing vehicle level of service (LOS). Though LOS will no longer be used as a CEQA threshold, it may continue to be applicable to local agency public works and engineering departments to determine potential operational impacts to their circulation network, and determine the appropriate sizing of roadway facilities.

Dudek can provide in-house level of service vehicle operations analysis services which helps our clients to modify projects for more efficient circulation, to reduce VMT or to understand implications for vehicle congestion.

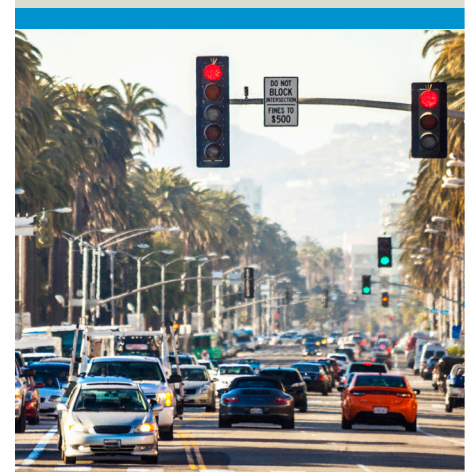
Services Overview

- Transportation impact analysis
- Access and circulation analysis
- Due diligence and project trip generation quantification
- VMT calculations and reductions
- SB 743 compliance
- Transportation demand management plans and implementation
- Complete streets and active transportation planning



Client Benefits

- Experience quantifying vehicle miles traveled and air quality impacts to aid in SB 743 compliance
- Integrated planning and engineering services ensure long-term project success
- Dozens of complementary services offered in house to cover all planning considerations



- Bicycle and pedestrian safety and planning
- Parking studies

Urban Forestry

Managing urban forests presents a significant challenge and requires a nuanced approach. Dudek has a diverse urban forestry practices with expertise in a variety of urban and wildland forestry specialties. Our certified and licensed forestry professionals bring valuable insight to urban forestry management issues, including creative approaches to difficult and controversial projects.

Our Approach

Healthy urban forests provide numerous benefits such as measureable values for carbon sequestration and climate change offsets, energy savings, erosion reduction, and water quality improvements. We provide services for a wide range of landscape-level disciplines, including trees, irrigation systems, soils, air, hardscape features, and fire protection planning. Our professionals maximize the benefits of urban forests, particularly underperforming forests in harsh environments with poor soils and air quality, too much or too little moisture, and other stressors. We have developed unique solutions to a wide variety of tree related issues, and draw upon this insight for project success.

Oak Woodland Management Plans

Our foresters have successfully completed CEQA-supporting oak management plans ranging from a few trees for a single family home to hundreds of thousands of oaks on sites designated for master planned communities. We focus on understanding the site, its trees, and potential constraints and opportunities. We conduct GIS-based impact analysis and then develop a strategic mitigation plan customized for the site that satisfies the varying state, local, and landowner interests. The anticipated net carbon footprint is calculated in some situations and the mitigation plan is designed to maximize carbon sequestration and minimize the project's carbon footprint.

Fire Protection Planning

Our fire protection planners are well-versed in fire ecology and in the various fuels occurring in natural landscapes. Additionally, we study fire codes and understand the relationship between wildland fuels and necessary ignition resistance for structures built in the wildland urban interface. Site constraints can present challenges to obtaining fuel modification, secondary access, and other code requirements. Our fire protection planners are well-versed in providing alternative materials and methods that provide equivalent protection, through a creative solution.

Services Overview

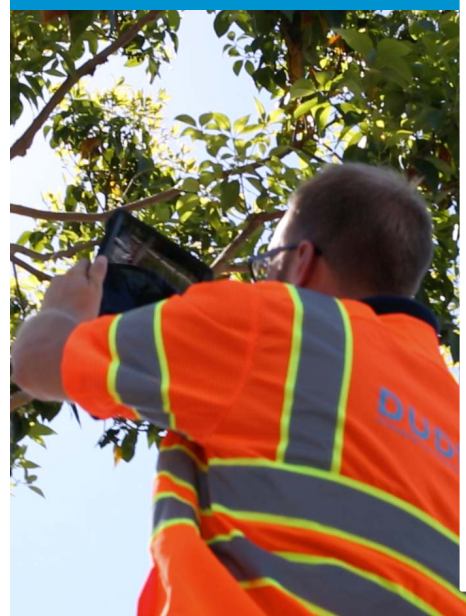
- Arboricultural studies
- Oak tree mitigation and management
- Landscape audits
- Carbon sequestration studies
- Wildfire protection planning
- Integrated pest management
- Pest and disease assessments
- Post-catastrophe insurance claim support
- Tree inventory, GPS mapping, and assessments
- Urban forestry assessments and management
- Community forest management plans
- Street tree master plans
- Arborist and forester extensions of staff
- Water conservation planning

Arboricultural Studies

Our arborists have successfully completed thousands of arboricultural projects focused on tree preservation, including tree decline studies, pest and disease assessments, internal and subterranean tree probing, sidewalk repair conflict resolution, tree appraisals, insurance case support, development/construction impact analysis, tree relocation studies and support, and tree protection plans.

Client Benefits

- Real time tree/forest inventory improves data collection and management
- Solutions to complex arboricultural issues using precise, accurate, and knowledgeable analysis
- Systems approach to problem solving provides valuable insight to urban forestry management



Experience

- Urban Forest Inventory & Management Plan**
City of Irvine

Tree Risk Assessment
City of Anaheim/Multiple Clients

Oak Woodland Rapid Health Assessment
Rancho Mission Viejo
- Long-Term Eucalyptus Windrow Monitoring**
Irvine Community Development Company

Urban Forest Management Plan
City of Pasadena

Oak Woodland Management Planning
Multiple Clients
- Street Tree Risk Assessments & Tree Replacement Planning**
City of San Diego

Pest and Disease Assessments
City of Irvine

Tree Appraisals
AIG Insurance/Multiple Clients



Dudek foresters are experts at developing oak woodlands management plans for small and large development projects. Our foresters work with the development plan to minimize impacts and provide ecologically suitable mitigation.

For more information on Urban Forestry services, contact Dudek at 800.450.1818.

OFFICES

Encinitas	Pasadena	San Francisco	Sacramento
San Juan Capistrano	Palm Desert	Larkspur	Santa Cruz
Santa Barbara	Riverside	Auburn	Honolulu

ONLINE

Dudek.com	info@dudek.com	blog.dudek.com	facebook.com/DudekNews	twitter.com/Dudek
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Attachment 1 - Draft Professional Services Agreement With Dudek (1676 : PSA for On-Call CEQA Consultants)

On-Call Environmental and Technical Services Contracts

As-Needed Professional Consulting Services

Client: City of Irvine
Client Reference: Stephanie Frady, Senior Planner, 949.724.6375, sdanner@ci.irvine.ca.us
Project Dates: 2016–Ongoing

Dudek is working with the City of Irvine to prepare ISs, MNDs, EIRs and addendums for a variety of private development projects through the city and its sphere of influence. In addition, we have been routinely tasked with conducting technical studies in support of these projects, including air quality, arborist, biological resources, archaeological and paleontological, and noise studies. Projects have included:

Blue Bay Condominium Project

Dudek prepared an Addendum to the Irvine Business Complex Vision Plan and Overlay Zoning Code EIR for the Blue Bay Condominium project. The proposed project includes a seven-story multifamily residential building consisting of 120 condominium units, three-story, partially subterranean parking garage, recreational facilities, pedestrian amenities, and ancillary utility and infrastructure improvements. The condominiums will be comprised of one-, two-, three-, and four-bedroom residential units. The dwelling units located on the ground floor will consist of two-story townhomes. In addition to the residential units, the proposed project would include several communal/recreation areas such as a dog run, swimming pool, multipurpose room, barbeque/outdoor dining areas, and courtyard/gathering areas.

The Landmark Mixed-Use Project

Dudek recently completed work on the CEQA document for The Landmark Mixed-Use project, which consists of proposed project includes the demolition of the existing on-site office and restaurant uses and the construction and operation of a 15-story, 448,200-square-foot office building; a 15-story, 323,415-square-foot, 386-room hotel; 13,665 square feet of retail and restaurant space; and a 2,089-space parking structure. The hotel building would be located on the northern portion of the project site, directly south of the intersection of MacArthur Boulevard and Douglas. In addition to the guest rooms, the hotel would include 21,445 square feet of meeting and conference space (8,127 square feet on the ground floor and 13,318 on the second floor), 5,043 square feet of restaurant and bar use on the ground floor, and 2,631 square feet of fitness center and spa area on the second floor. The meeting and conference space, restaurant and bar use, and fitness center and spa would facilitate business meetings and provide amenities and services for hotel guests.

On-Call Environmental Services

Client: City of Anaheim
Client Reference: Christine Saunders, Associate Planner, 714.765.5238, csaunders@anaheim.net
Project Dates: 2015–Ongoing

Since 2015, Dudek has been working with the City of Anaheim Irvine to prepare CEQA documents for various public infrastructure and private development projects. We also conduct technical studies in support of these projects, including air quality, arborist, biological resources, archaeological and paleontological, and noise studies. Projects have included:

Jefferson Stadium Mixed-Use Project

Dudek prepared an Addendum to Subsequent Environment Impact Report (EIR) No. 339 for the Jefferson Stadium Park project in the Platinum Triangle district. The project includes construction of 1,079 residential apartments, including 12 live/work units; 9,000 square feet of retail space; a new 1.11-acre public park; on-site parking, roadways, and pedestrian pathways; and associated infrastructure improvements. Mr. Ramsey worked with City staff to prepare the Addendum within an expedited timeframe in order to meet the project applicant's accelerated entitlements goals.

Euclid and Broadway Residential Project

The Euclid and Broadway Residential project includes construction of 39 attached and detached condominium units, along with associated on-site and site-adjacent improvements. The project also includes the demolition of the existing office, commercial, and restaurant buildings and parking lot areas located on the project site. The project constitutes an infill project, as the approximately 2.35-acre project site is entirely developed and contains a two-story office building, a one-story commercial building, and a one-story restaurant building, totaling 102,000 square feet of floor space.

As-Needed Environmental Services

Client: City of Fontana
Client Reference: Rina Leung, Associate Planner, 909.350.6566, rleung@fontana.org
Project Dates: 2012–Ongoing

The City of Fontana selected Dudek as one of a few environmental consulting firms to be on their on-call list of qualified, full-service environmental consulting firms that possess a comprehensive team of in-house technical specialists and trusted subconsultants that are equipped to assist the City in the preparation of CEQA and NEPA documents. These projects have included land development projects, capital improvement projects, and other City-initiated projects, including infrastructure projects, roadway improvement projects, and park and recreation projects. Project have included:

Sierra Family Apartments Project

Dudek recently completed an MND and NEPA EA for the Sierra Family Apartments project in the City of Fontana. The project consisted of construction of 69 affordable apartment units distributed within 6 buildings; recreational amenities such as a community room, swimming pool, and tot lots; parking areas; internal drive aisles; and secure site access. The apartments will range from 830-square-foot, two-bedroom townhomes to 1,000-square-foot, three-bedroom flats. Since the project planned to receive federal subsidies via the Department of Housing and Urban Development, NEPA documentation was also required.

Sierra Commerce Center I and II Projects

Dudek managed and participated in the preparation of EIRs for two tilt-up, high-cube logistics centers in the northern part of the City of Fontana. The projects included the construction and operation of two warehouse buildings, of 742,000 and 763,283 square feet, respectively. In addition to the buildings, the projects involved the implementation of various on- and off-site improvements. Because of the close proximity to adjacent residential receptors, environmental impact areas of special concern to the City included aesthetics, air quality, noise, and traffic. The EIR for the Sierra Commerce Center I was unanimously approved and certified by the Fontana City Council in January 2014, and the EIR for the Sierra Commerce Center II was unanimously approved and certified in January 2015.

On-Call Environmental Services

Client: City of Covina
Client Reference: Brian Lee, Director of Community Development, 626.384.5458, blee@covinaca.gov
Project Dates: 2014–Ongoing

Dudek provided on-call environmental services to the City of Covina for CEQA compliance. In addition to preparing EIRs, MNDs, and categorical exemptions, Dudek assisted the City with preparing related technical analyses such as air quality, historic resources, noise, and GHG emissions reports. Dudek also coordinated and participated in public outreach events and public hearings, and providing third-party review for reports and analyses prepared by other entities.

Tentative Tract Map and Site Plan Review

Dudek is processing a Tentative Tract Map and Site Plan Review for a development project **for eight residential units and 2,070 square feet of retail/office space** on a corner site in Covina's town center. Dudek is working with the applicant to address concerns related to the compatibility of the project with adjacent projects and ensure compliance with the city's Town Center Specific Plan. A historic structure built in 1931 is located on site, and is one of the last remaining historic structures contributing to the historic ambiance and character of downtown Covina. Therefore, Dudek and the city are working with the applicant to revise the plans to preserve and adaptively reuse the historic structure.



Site Plan Review

Dudek is processing a Site Plan Review for a three-story mixed-use development project with 2,330 square feet of retail space and 10 residential units on a corner site in Covina's town center. Dudek is working with the applicant to address design-related concerns associated with the mixed-use building. The applicant is being asked to incorporate plan-ahead design provisions such as sufficient ceiling height and a roof deck area for grease-hood installation, ventilation, and grease interceptors to ensure that the commercial space can accommodate restaurant uses. Such design installations will minimize the potential for the tenant space to remain vacant due to inadequate provisions for restaurant use.



On-Call Environmental and Document Review Services

Client: City of Glendora
Client Reference: Jeff Kugel, Director of Planning, 626.914.8215, jkugel@cityofglendora.org
Project Dates: 2014–Ongoing

Foothill 533 Project MND

Dudek prepared an MND for a proposed 144-townhouse residential infill redevelopment project in the City of Glendora. The proposed project would subdivide former industrial properties. The subject property is located adjacent to the Burlington Northern Santa Fe (BNSF) railroad right-of-way, which will accommodate the future extension of the Gold Line into San Bernardino County. Due to the project's proximity to the BNSF railroad right-of-way and to soil contamination, key issues of concern in the MND were transportation/traffic, noise/vibration, and hazards/hazardous materials. Dudek attended all public hearings before the Planning Commission and City Council.



Silent Ranch Project MND

Dudek is currently preparing an MND for development of a hillside subdivision known as Silent Ranch. Much of the area is undeveloped, but it was previously used as a vacation resort, a Girl Scout camp, and for various other outdoor uses. The project site includes several flood-control easements and structures intended to control debris flow from the hillside above. The project is anticipated to alter the drainage and debris-flow patterns across the project site and in the surrounding area. A major water pipeline operated by the Metropolitan Water District of Southern California also crosses the project site. Due to the project's location in the hillside area and the site's topography and hydrology, potential impacts to biological resources, geology/soils, and hydrology/water quality are areas of concern. Dudek is preparing a detailed biological resources assessment for this project.

Local Project Experience

Addendum to the City of Laguna Hills General Plan EIR for the Five Lagunas Project

Client: Merlone Geier Partners
Client Reference: Mr. David Chantarangsu, Community Development Director, 949.707.2670, dchantarangsu@lagunahillsca.gov
Project Dates: 2014–2016

Dudek prepared an Addendum to the City of Laguna Hills General Plan EIR for the Five Lagunas project. The project includes the redevelopment of the existing Laguna Hills Mall property through the demolition of approximately 449,000 square feet of the existing mall, renovation of the remaining portions of the mall, construction of approximately 410,000 square feet of new commercial space, construction of 988 multifamily dwelling units within three buildings, and construction of ancillary infrastructure, parking, utility, and landscaping improvements. An Addendum to the City of Laguna Hills General Plan Program EIR for the project has been prepared pursuant to CEQA Guidelines Section 15164. The project is within the scope of the previously certified General Plan Program EIR, which adequately describes the proposed uses, activities, and development intensity/density for the purposes of CEQA.



4. Attachments

As requested in the RFQ, we have included the following documents:

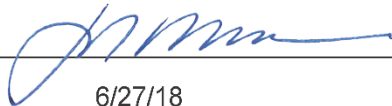
1. Disclosure of Employee Relationships and Financial Interests (Appendix A)
2. Certificate of Non-Discrimination – following this page
3. A statement that the Consultant is ready and willing to execute the City's form Professional Services Agreement. This statement is included in the cover letter under original signature of Joe Monaco, President of Dudek.

**CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION**

I hereby certify on behalf of Dudek
(Consultant) that all persons employed by this company are, and shall be treated fairly without regard to race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Civil Rights Act of 1964, the Unruh Civil Rights Acts, and the Americans with Disabilities Act.

Name: Joe Monaco, AICP

Title: President

Signature: 

Date: 6/27/18

5. Fee Proposal

As requested in the RFQ, we have provided a Master Fee Proposal with original signature and Dudek's 2018 Standard Schedule of Charges in a separate sealed envelope.

Appendix A

Disclosure of Employee Relationships and Financial Interests

**CITY OF LAGUNA HILLS
DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS**

NAME OF CONSULTANT: Dudek

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY EMPLOYEES:

N/A

DISCLOSURE - FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES IN THE ENTITY:

N/A

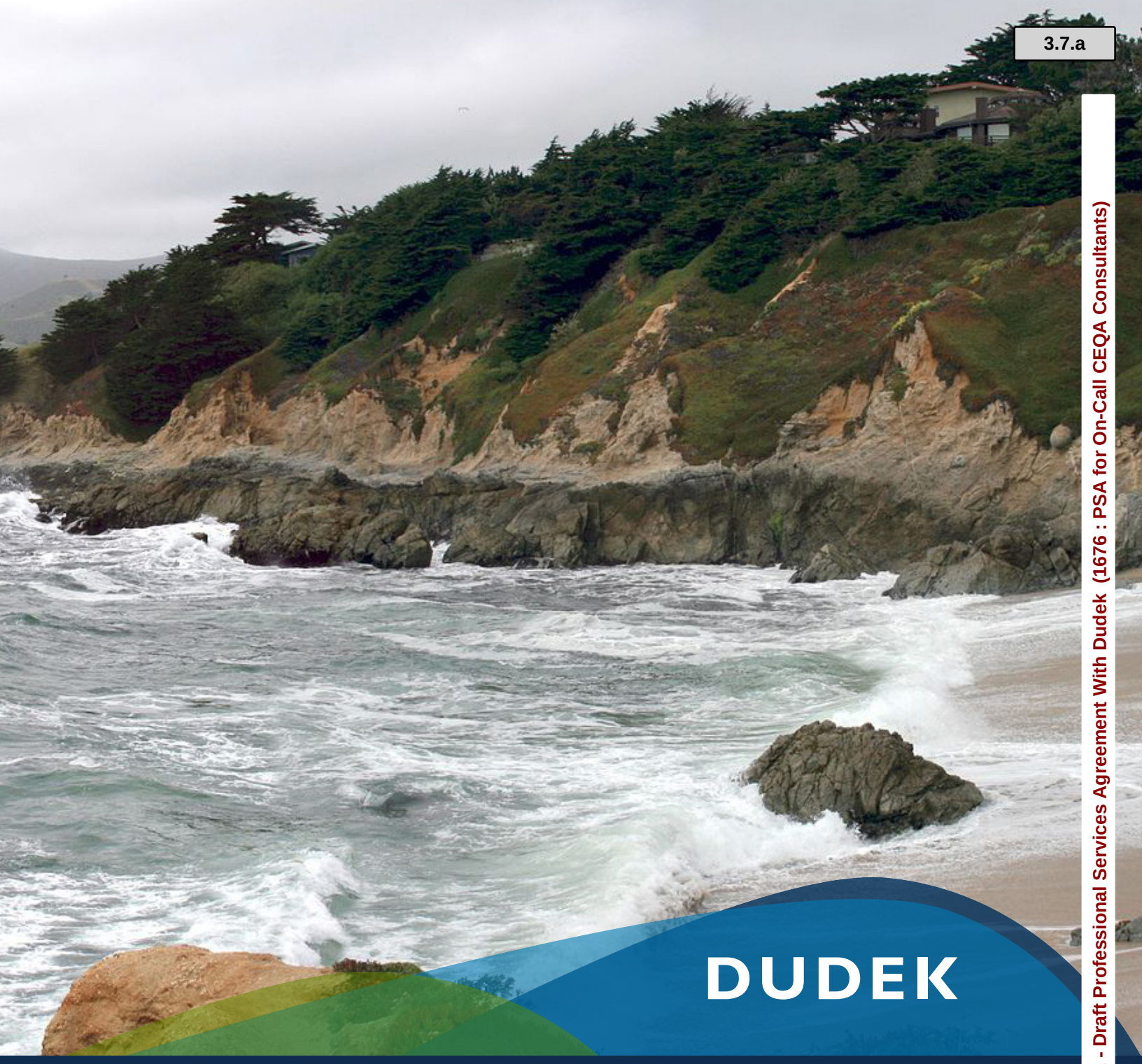
I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Signed this 27 day of June, 2018, at Encinitas
, California.

Name: Joe Monaco, AICP

Title: President

Signature: 



DUDEK

800.450.1818 | DUDEK.COM | HELLO@DUDEK.COM

SOUTHERN CALIFORNIA

Encinitas (Main)
La Quinta
Pasadena
Riverside
San Juan Capistrano

CENTRAL COAST

Santa Barbara
Santa Cruz

NORTHERN CALIFORNIA

Auburn
Oakland
Sacramento

HAWAII

Kailua

OREGON

Portland

HABITAT RESTORATION SCIENCES

A Dudek Subsidiary

Cover Letter

June 29, 2018 - original submission date

Mr. Jay S. Wu, AICP, Senior Planner
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Subject: Expanded Statement of Qualifications for On-Call CEQA Consulting Services

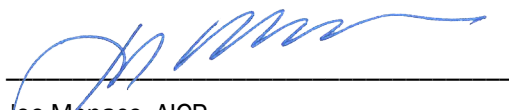
Dear Mr. Wu,

Enclosed is Dudek's 2018 Standard Schedule of Charges. We understand Consultant Fees and Hourly Rates shall remain unchanged from September 17, 2018 through September 30, 2023. Thereafter, a request to adjust the fees and rates may be submitted once per year and equal to the value of the change of the Consumer Price Index for the Los Angeles/Orange County area, not to exceed five percent per year, at the sole discretion of the City. Compensation for any particularly assigned scope of work will be determined on a task-order basis as agreed based upon the Consultant Fees and Hourly Rates.

Joe Monaco is authorized to bind the firm and designates Rachel Struglia, PhD, AICP, as the Principal in Charge for this contract. If you have any questions or wish to discuss our proposal, please contact Ms. Struglia at 949.373.8318 or rstruglia@dudek.com.

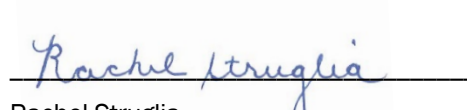
We are confident that our extensive local experience, coupled with our strategic team members, will provide outstanding service and value to the City and residents. We look forward to continuing our relationship and hope to speak with you soon.

Sincerely,



 Joe Monaco, AICP
President

Joe Monaco is authorized to sign on behalf of Dudek.



 Rachel Struglia
Principal in Charge

ENGINEERING SERVICES

Project Director.....	\$275.00/hr
Principal Engineer III.....	\$245.00/hr
Principal Engineer II.....	\$235.00/hr
Principal Engineer I.....	\$225.00/hr
Program Manager.....	\$215.00/hr
Senior Project Manager.....	\$215.00/hr
Project Manager.....	\$210.00/hr
Senior Engineer III.....	\$205.00/hr
Senior Engineer II.....	\$195.00/hr
Senior Engineer I.....	\$185.00/hr
Project Engineer IV/Technician IV.....	\$175.00/hr
Project Engineer III/Technician III.....	\$165.00/hr
Project Engineer II/Technician II.....	\$150.00/hr
Project Engineer I/Technician I.....	\$135.00/hr
Project Coordinator.....	\$105.00/hr
Engineering Assistant.....	\$100.00/hr

ENVIRONMENTAL SERVICES

Principal.....	\$240.00/hr
Senior Project Manager/Specialist II.....	\$225.00/hr
Senior Project Manager/Specialist I.....	\$215.00/hr
Environmental Specialist/Planner VI.....	\$195.00/hr
Environmental Specialist/Planner V.....	\$175.00/hr
Environmental Specialist/Planner IV.....	\$165.00/hr
Environmental Specialist/Planner III.....	\$155.00/hr
Environmental Specialist/Planner II.....	\$140.00/hr
Environmental Specialist/Planner I.....	\$125.00/hr
Analyst III.....	\$115.00/hr
Analyst II.....	\$105.00/hr
Analyst I.....	\$95.00/hr
Planning Assistant II.....	\$85.00/hr
Planning Assistant I.....	\$75.00/hr

COASTAL PLANNING/POLICY SERVICES

Senior Project Manager/Coastal Planner II.....	\$220.00/hr
Senior Project Manager/Coastal Planner I.....	\$210.00/hr
Environmental Specialist/Coastal Planner VI.....	\$200.00/hr
Environmental Specialist/Coastal Planner V.....	\$180.00/hr
Environmental Specialist/Coastal Planner IV.....	\$170.00/hr
Environmental Specialist/Coastal Planner III.....	\$160.00/hr
Environmental Specialist/Coastal Planner II.....	\$150.00/hr
Environmental Specialist/Coastal Planner I.....	\$140.00/hr

CULTURAL AND PALEONTOLOGICAL SERVICES

Senior Project Manager/Archaeologist II.....	\$215.00/hr
Senior Project Manager/Archaeologist I.....	\$205.00/hr
Environmental Specialist/Archaeologist V.....	\$185.00/hr
Environmental Specialist/Archaeologist IV.....	\$165.00/hr
Environmental Specialist/Archaeologist III.....	\$145.00/hr
Environmental Specialist/Archaeologist II.....	\$135.00/hr
Environmental Specialist/Archaeologist I.....	\$125.00/hr
Environmental Specialist/Architectural Historian II.....	\$150.00/hr
Environmental Specialist/Architectural Historian I.....	\$125.00/hr
Environmental Specialist/Paleontologist II.....	\$165.00/hr
Environmental Specialist/Paleontologist I.....	\$125.00/hr
Paleontological Technician III.....	\$85.00/hr
Paleontological Technician II.....	\$75.00/hr
Paleontological Technician I.....	\$55.00/hr
Cultural Resources Technician II.....	\$75.00/hr
Cultural Resources Technician I.....	\$55.00/hr

CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager.....	\$195.00/hr
Senior Construction Manager.....	\$180.00/hr
Senior Project Manager.....	\$160.00/hr
Construction Manager.....	\$150.00/hr
Project Manager.....	\$140.00/hr
Resident Engineer.....	\$140.00/hr
Construction Engineer.....	\$135.00/hr
On-site Owner's Representative.....	\$130.00/hr
Construction Inspector III.....	\$125.00/hr
Construction Inspector II.....	\$115.00/hr
Construction Inspector I.....	\$105.00/hr
Prevailing Wage Inspector.....	\$135.00/hr

COMPLIANCE SERVICES

Compliance Director.....	\$205.00/hr
Compliance Manager.....	\$145.00/hr
Compliance Project Coordinator.....	\$105.00/hr
Compliance Monitor.....	\$95.00/hr

HYDROGEOLOGICAL SERVICES

Principal.....	\$260.00/hr
Principal Hydrogeologist/Engineer.....	\$240.00/hr
Sr. Hydrogeologist IV/Engineer IV.....	\$225.00/hr
Sr. Hydrogeologist III/Engineer III.....	\$210.00/hr
Sr. Hydrogeologist II/Engineer II.....	\$195.00/hr
Sr. Hydrogeologist I/Engineer I.....	\$180.00/hr
Hydrogeologist VI/Engineer VI.....	\$160.00/hr
Hydrogeologist V/Engineer V.....	\$150.00/hr
Hydrogeologist IV/Engineer IV.....	\$140.00/hr
Hydrogeologist III/Engineer III.....	\$130.00/hr
Hydrogeologist II/Engineer II.....	\$120.00/hr
Hydrogeologist I/Engineer I.....	\$110.00/hr
Technician.....	\$100.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager.....	\$185.00/hr
District Engineer.....	\$175.00/hr
Operations Manager.....	\$150.00/hr
District Secretary/Accountant.....	\$100.00/hr
Collections System Manager.....	\$100.00/hr
Grade V Operator.....	\$100.00/hr
Grade IV Operator.....	\$90.00/hr
Grade III Operator.....	\$85.00/hr
Grade II Operator.....	\$63.00/hr
Grade I Operator.....	\$55.00/hr
Operator in Training.....	\$40.00/hr
Collection Maintenance Worker II.....	\$60.00/hr
Collection Maintenance Worker I.....	\$45.00/hr

OFFICE SERVICES

Technical/Drafting/CADD Services

3D Graphic Artist.....	\$165.00/hr
Senior Designer.....	\$155.00/hr
Designer.....	\$145.00/hr
Assistant Designer.....	\$140.00/hr
GIS Programmer I.....	\$180.00/hr
GIS Specialist IV.....	\$155.00/hr
GIS Specialist III.....	\$145.00/hr
GIS Specialist II.....	\$135.00/hr
GIS Specialist I.....	\$125.00/hr
CADD Operator III.....	\$135.00/hr
CADD Operator II.....	\$130.00/hr
CADD Operator I.....	\$115.00/hr
CADD Drafter.....	\$105.00/hr
CADD Technician.....	\$100.00/hr

SUPPORT SERVICES

Technical Editor III.....	\$145.00/hr
Technical Editor II.....	\$130.00/hr
Technical Editor I.....	\$115.00/hr
Publications Specialist III.....	\$105.00/hr
Publications Specialist II.....	\$95.00/hr
Publications Specialist I.....	\$85.00/hr
Clerical Administration II.....	\$90.00/hr
Clerical Administration I.....	\$85.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

EXHIBIT “B”

CITY OF LAGUNA HILLS
REQUEST FOR QUALIFICATIONS (RFQ) AND REQUEST FOR PROPOSALS (RFP)
FOR
ON-CALL CEQA CONSULTING SERVICES
DATED: June 1, 2018

CITY'S CONSOLIDATED RFQ AND RFP



Request for Qualifications for On-Call CEQA Consulting Services

City of Laguna Hills
Community Development Department

Issue Date: June 1, 2018
Response Deadline: June 29, 2018

24035 El Toro Road
Laguna Hills, CA 92653

www.lagunahillsca.gov

p. 949-707-2600
f. 949-707-2633

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Overview

June 1, 2018

**SUBJECT: Request for Qualifications
On-Call CEQA Consulting Services**

Dear Proposers:

You are invited to respond to this Request for Qualifications to provide on-call CEQA consulting services to the City of Laguna Hills. Several consulting firms will be selected to enter into five-year Professional Services Agreements with a tentative start date of September 17, 2018. Although the Agreements will not have any annual compensation limits, there is no guarantee of any compensation for any given firm as all work will be based upon the issuance of task orders as needed to fulfill the City's needs.

Please provide your Proposal along with a separate and sealed Fee Proposal by:

June 29, 2018, before 5:00 pm

Please refer to the following pages for Proposal requirements. Please contact me at (949) 707-2662 or jwu@lagunahillsca.gov if you have any questions about this Request for Qualifications.

Thank you for your interest.

Sincerely,

Jay S. Wu, AICP
Senior Planner
City of Laguna Hills

Attachment: Attachment 1 - Draft Professional Services Agreement With Dudek (1676 : PSA for On-Call CEQA Consultants)

Introduction

The City of Laguna Hills invites qualified environmental planning firms to submit written proposals for on-call California Environmental Quality Act (CEQA) consulting services. Should an award of contract be made, the selected Proposer(s) will enter into a Professional Services Agreement with the City of Laguna Hills to provide on-call CEQA consulting services, as identified in the Scope of Services section in this RFQ.

RFQ Schedule of Events

Event	Date
RFQ Issued	June 1, 2018
Deadline for Proposal Submission	June 29, 2018 (5:00 pm)
Consultant Interviews*	Week of July 9, 2018
Approval of Professional Services Agreement	Week of September 10, 2018
Expected Contract Start Date	Week of September 17, 2018

* The City will determine if any Consultant interviews will be held. An interview is not required in order to be selected to provide Consulting Services to the City.

RFQ Coordinator

The RFQ Coordinator will be the sole point of contact for this RFQ. All communications concerning this RFQ must be submitted via email to the RFQ Coordinator identified below:

Jay S. Wu, AICP, Senior Planner
Email: jwu@lagunahillsca.gov

Proposal Preparation Costs

The City will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

RFQ Amendment and Cancellation

This solicitation does not commit the City to award a contract. The City reserves the unilateral right to amend this RFQ in writing at any time. The City also reserves the right to cancel or reissue the RFQ at its sole discretion. If an amendment is issued, it will be provided to all Proposers. Proposers will respond to the final written RFQ and any exhibits, attachments, and amendments.

Proposal Response Requirements

Instructions and Procedures for Submittal

Proposers must submit two sealed sets. The first set includes one (1) original signed Master copy and one (1) electronic copy (a single .pdf file is required on CD or Flash Drive, which will not be returned) of the Proposal. The second set consists of one (1) original signed Master copy of the Fee Proposal.

The sets should be combined into a single proposal package, and should be clearly labeled as follows:

Mr. Jay S. Wu, Senior Planner
 Proposal for On-Call CEQA Consultant (Do Not Open)
 Name of Proposer
 Proposer's Address
 Proposer's Contact Person
 Proposer's Telephone Number

The proposal package should be mailed, couriered, or hand delivered to the City of Laguna Hills City Hall Front Desk, 24035 El Toro Road, Laguna Hills, CA 92653.

Proposals must be submitted no later than 5:00pm on the proposal deadline date detailed in the RFQ Schedule of Events. Proposals received after this time and date will be returned unopened.

Proposers are solely responsible for ensuring their submitted proposal is received by the City in accordance with the solicitation requirements, before the submittal deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic mail, facsimile, or telephonic proposals or modifications will be considered unless specified. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in this Request for Qualifications. Deliveries made before the submittal deadline, but to the wrong City office, will be considered non-responsive unless re-delivery is made to the office specified before the submittal deadline. All proposals shall become the property of the City.

Proposal Format

The City discourages lengthy and costly proposals. Proposals should be prepared simply and economically, and provide a concise description of the Proposer's company, qualifications, and capabilities to satisfy the requirements of this RFQ. Emphasis should be on completeness and clarity of content. Glossy sales and marketing brochures are not necessary or desired.

Proposals should be organized consistent with the outline provided in this section of the RFQ. Proposers must follow all formats and address all portions of the RFQ set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFQ for use in responding to the RFQ, provided that the proposal clearly addresses all of the City's information requirements.

Proposals must be no more than 20 pages (10 sheets of paper, including cover letter and any appendix), and must consist of the following:

1. Cover Letter

The cover letter will include general information about the consultant firm and a description of the consultant's understanding of the scope of services. Please identify a project manager(s), and provide address, telephone number, and email for the project manager(s). The Cover Letter must be signed by a corporate official that is designated to execute Professional Service Agreements.

2. Key Personnel (Project Managers)

The proposal shall include the names and resumes of all Project Managers who will be assigned to perform or coordinate services pursuant to the contract. If sub-contractors are to be used as part of this proposal, qualifications of the subcontractor and relevant experience is to be included. The City shall not allow any proposed additions or substitutions of personnel without prior written approval.

3. Relevant Experience & References

Provide a brief overview of your firm's experience, and a minimum of five relevant CEQA projects, including references for those projects. The projects identified should demonstrate the ability to perform the tasks listed in the Scope of Services section in this RFQ. The references should identify the client, a contact name, telephone number, and email address.

4. Attachments

The Proposal should include a Disclosure of Employee Relationships and Financial Interests, Certificate of Non-Discrimination, and a letter stating the Consultant is ready and willing to execute the City's form Professional Services Agreement. Samples of these documents are located in the Appendices of this RFQ.

5. Fee Proposal (Separate Set)

One copy of the Consultant Fees and Hourly Rate schedules shall be provided in a separate sealed envelope. The Consultant Fees and Hourly Rates shall remain unchanged from September 17, 2018 through September 30, 2020. Thereafter, a request to adjust the fees and rates may be submitted once per year and equal to the value of the change of the Consumer Price Index for the Los Angeles/ Orange County area, not to exceed five percent per year, at the sole discretion of the City. Compensation for any particularly assigned scope of work will be determined on a task-order basis as agreed based upon the Consultant Fees and Hourly Rates.

Proposal Notes

The Professional Services Agreement shall be a non-exclusive Agreement to provide consulting services to the City on a task-order basis. The City reserves the right to retain additional consultants as needed. The City reserves the right to reject any proposals and to negotiate with any consultants.

All costs incurred in the preparation of this Proposal and information to clarify the Proposal, prior to the award of a Professional Services Agreement, shall not be compensable.

Once the Consultant executes the Professional Services Agreement, the ability to provide services to any other public or private entities within the City of Laguna Hills for the duration of this Agreement will be considered on a case-by-case basis.

This Request for Qualifications and the Consultant Proposal shall be incorporated, by reference, as a part of the Professional Services Agreement.

Proposal Evaluation

An Evaluation Committee will review all proposals to determine which Proposers have qualified for consideration. The evaluation will include at least an initial review and a detailed review. The initial review will evaluate all submissions for conformance to stated specifications to eliminate all responses that deviate substantially from the basic intent and/or fail to satisfy the mandatory requirements. Only those proposals that meet or exceed the intent of the mandatory requirements will be further evaluated.

Submitted proposals will be evaluated on the following criteria:

- Quality, clarity, and responsiveness of proposal
- Ability to meet the needs of the City
- Proven technical ability
- Demonstrated ability to work in a cooperative and collaborative manner
- References for each application proposed
- Results of interviews, if necessary

The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and, if held, shall be after initial evaluation of Proposals is complete. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

Scope of Services

City Overview

The City of Laguna Hills is located in the San Joaquin Hills area of Orange County. The City is bounded by the Cities of Lake Forest and Irvine to the north, the City of Laguna Niguel to the south, Interstate 5 and the Cities of Mission Viejo and Lake Forest to the east, and the Cities of Aliso Viejo and Laguna Woods to the west.

The community is largely built-out, and predominantly residential in character. A number of neighborhood shopping centers are located throughout the City at the intersection of major roadways. Mixed use and light industrial areas are located in the northernmost portion of the community. The City's Urban Village Specific Plan area is a distinctive area that contains a mix of retail, office, financial, medical, residential, and transportation uses.

Division Overview

The City's Planning Division consists of a Community Development Director, Senior Planner, and Assistant Planner. The purpose of the On-Call CEQA Consulting Services contract is to ensure that sufficient resources are available should the need arise for CEQA-related matters. Although execution of any services will be administered through the Planning Division, the Consultant may need to collaborate with consultants that are under existing contracts with the Public Services Department.

Scope of Services

The Consultant may be asked to provide any number of services pertaining to the City's implementation of CEQA, including, but not limited to, the following:

- Conduct preliminary review of projects for CEQA purposes
- Prepare CEQA documents for the City, including, but not limited to:
 - Initial Studies in support of ND/MND/MMRP
 - Addendums to Environmental Impact Reports
 - Environmental Impact Reports
 - Notices of Intent/Preparation/Determination/Exemption
- Provide peer review of CEQA documents prepared by project applicants
- Conduct and/or support CEQA review for the following potential projects:
 - EIR for Urban Village Specific Plan Amendment
 - EIR for potential updates/amendments for the Five Lagunas project
 - EIR for potential projects within the Alicia Gateway Opportunity Area
 - Upcoming Housing Element Update (RHNA)
 - Potential updates/amendments to the General Plan
- Review CEQA/NEPA documents from neighboring jurisdictions/agencies
- Required consultations (i.e. NAHC)
- Conduct scoping meetings

The Consultant is invited to offer additional services at their discretion.

PROFESSIONAL SERVICES AGREEMENT
ICF Jones & Stokes, Inc.
On-Call Environmental Review Consulting Services

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter “Agreement”) is made and entered into, to be effective this 11th day of September 2018 by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as “City”) and ICF JONES & STOKES, INC., a Delaware corporation (hereinafter referred to as “Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified on-call environmental review consulting services firm for the purpose of ensuring that the City complies with all aspects of the California Environmental Quality Act, as well to provide the City with other as-needed environmental review, compliance, and planning and support services that may be required on an as-needed, on-call basis (the “Project”).

B. In response to City's consolidated Request for Qualifications (RFQ) and Request for Proposals (RFP) for On-Call CEQA Consulting Services, dated June 1, 2018, Consultant has submitted to City a formal written proposal, dated August 30, 2018, to provide professional on-call environmental review services, as well as a full range of other as-needed environmental review, compliance, and planning and support services that may be required on an on-call basis, to City for the Project pursuant to the terms of this Agreement.

C. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide these services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel or specialized technical expertise able to perform the work or services contracted for herein.

D. City desires to retain Consultant to provide such professional services for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the professional

environmental review consulting services to City for the Project as set forth in the Proposal/Scope of Work, dated August 30, 2018, which is attached hereto as Exhibit “A” and is incorporated herein by reference (hereinafter referred to as the “Scope of Services,” the “Services” or “Work”). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant’s Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Consultant’s signed, original Proposal/Scope of Work dated August 30, 2018 (“Consultant’s Proposal”) and submitted to City; and, (3) the City’s consolidated Request for Qualifications (RFQ) and Request for Proposals (RFP) dated June 1, 2018, which shall all be referred to collectively hereinafter as the “Contract Documents.” The Consultant’s Proposal and the City’s Request for Qualifications/Proposals, which are both attached hereto as Exhibits “A” and “B,” respectively, are hereby incorporated by reference and are made a part of this Agreement. All provisions of this Agreement, the Consultant’s Proposal, and the City’s Request for Proposals shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; (2nd) the provisions of the City’s Request for Qualifications/Proposals (Exhibit “B”); and (3rd) the provisions of the Consultant’s Proposal (Exhibit “A”).

1.3 Compliance with Law. Consultant shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. 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 Work and 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 performing the Work and Services. If Consultant performs any Work or Services in violation of such laws, rules, and regulations, Consultant shall be solely responsible for all penalties and costs arising therefrom. Consultant shall defend, indemnify, and hold City, its 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 such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services (Exhibit "A") or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Maximum Annual Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services

specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

1.9 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Consultant further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum annual contract amount of Five Hundred Thousand Dollars (\$500,000.00) (hereinafter referred to as the "Maximum Annual Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2. Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation/Fees (Exhibit "A"), in any month in which Consultant wishes to receive payment, no later than the tenth (10th) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Laguna Hills City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance.

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed, or on each task order, if applicable, and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit "A" and is incorporated herein by reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on September 11, 2018 and ending on September 10, 2023, unless extended by mutual written agreement of the Parties.

3.5 Task Orders. Consultant hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project task order by the City. Furthermore, Consultant hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first

having issued a project task order.

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and to make all decisions in connection therewith: Chad Beckstrom, Principal, AICP. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

4.4 **Independent Contractor.**

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Consultant, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of any Work or Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, representatives, agents, or subconsultants or subcontractors, Consultant shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 **PERS Eligibility Indemnification.**

A. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be

the responsibility of the City.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

5.1 Compliance with Insurance Requirements. Consultant shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Consultant shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Consultant's existing insurance policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

5.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Consultant shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. 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. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

C. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive

and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least two million dollars (\$2,000,000.00). Covered professional services shall specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

1. The policy shall be endorsed to provide the following: Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

2. If the policy of insurance is written on a "claims-made" basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing the Work or Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

3. In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Work or Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Work or Services under the terms of this Agreement.

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the Work or Services to be

performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Insurance 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 written approval. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

A. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance 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; and

2. Additional Insured Endorsements: 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; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

3. Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant’s failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

B. For all policies of Commercial General Liability Insurance, Consultant shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

5.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance and shall protect the City, its officials, officers, employees, agents and volunteers, 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.

5.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees,

agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

5.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Consultant or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Consultant hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Consultant hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Consultant shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. 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 written approval. The certificates of insurance and original 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 and not replaced immediately so as to avoid a lapse in the required coverage, 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. Consultant shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

5.9 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

5.10 Enforcement of Agreement (Non-Estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5.11 Insurance for Subconsultants. Consultant shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for Consultant relating to this Agreement as additional named insureds under the Consultant's insurance policies; or (2) Consultant shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and

volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Consultant's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Consultant shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

5.12 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

A. Consultant shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

B. All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

C. None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Consultant agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

F. Consultant agrees to provide immediate written notice to City of any claim, demand or loss against Consultant arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. **INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the City, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the City.

7. **REPORTS AND RECORDS**

7.1 Accounting Records. Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall

not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Consultant thirty (30) days written notice. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. In addition, Consultant reserves the right to terminate this Agreement at any time upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

8.4 Default of Consultant.

A. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4(B), take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Annual Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

8.5 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and

complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

8.6 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.7 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of any state statute or regulation. Consultant represents and warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital

status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

A. To the fullest extent permitted by law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

<u>To City:</u>	City of Laguna Hills Attention: City Manager 24035 El Toro Road Laguna Hills, California 92653 Telephone: (949) 707-2600
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Facsimile: (949) 707-2633

To Consultant:

ICF Jones & Stokes, Inc.
Attention: Chad Beckstrom, Principal, AICP
49 Discovery, Suite 250
Irvine, California

10.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 Third Party Beneficiary. Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

10.9 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"). Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided

pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the City, its 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. The foregoing indemnity shall survive termination of this Agreement.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“CITY”
City of Laguna Hills,
 a California municipal corporation

 MELODY CARRUTH,
 Mayor

ATTEST:

 (SEAL)
 MELISSA AU-YEUNG,
 Assistant to the City Manager/ City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

“CONSULTANT”
ICF Jones & Stokes, Inc., a Delaware
 corporation

By: _____
 Name:
 Title/Corporate Officer:

By: _____
 Name:
 Title/Corporate Officer:

Attachment: Attachment 2 - Draft Professional Services Agreement With ICF (1676 : PSA for On-Call CEQA Consultants)

EXHIBIT “A”**CONSULTANT’S PROPOSAL/ SCOPE OF WORK****DATED: August 30, 2018**

PROPOSAL/SCOPE OF SERVICES FOR PROJECT**INCLUDING,****SCHEDULE OF PERFORMANCE****AND****SCHEDULE OF COMPENSATION/ FEES**



On-Call CEQA Consulting Services

Proposal

August 31, 2018

Submitted to:

**City of Laguna Hills
Community Development
Department
24035 El Toro Road
Laguna Hills, CA 92653**



1. Cover Letter

August 30, 2018

Mr. Jay S. Wu, Senior Planner
City of Laguna Hills
Community Development Department
24035 El Toro Road
Laguna Hills, CA 92653

SUBJECT: Proposal for On-Call CEQA Consulting Services

Dear Mr. Wu,

ICF Jones & Stokes, Inc. ("ICF") previously submitted our Statement of Qualifications (SOQ) to provide on-call California Environmental Quality Act (CEQA) consulting services to the City of Laguna Hills (City) on June 29, 2018. This Proposal supplements the SOQ by providing additional details on our qualifications, key staff, capabilities, and scope of work.

We appreciate this opportunity to submit our proposal to the City and look forward to working with your staff in the coming years. Please contact Chad Beckstrom, at 949-333-6625 or via e-mail at chad.beckstrom@icf.com with any questions during the evaluation process.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chad Beckstrom", with a stylized flourish at the end.

Chad Beckstrom
Principal, AICP

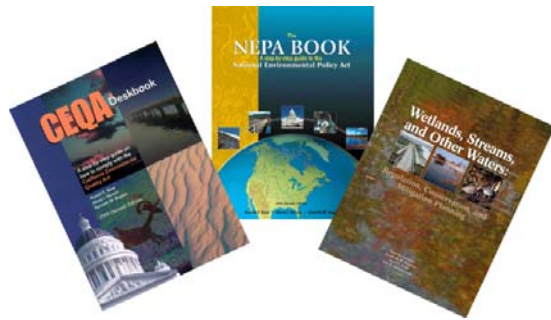
A handwritten signature in blue ink, appearing to read "Trina L. Fisher", with a stylized flourish at the end.

Trina L. Fisher
Contracts Administrator

2. Introduction and Firm Overview

Founded in 1969, ICF is a leading professional services firm that provides consulting and implementation services addressing today's most complex environmental challenges. ICF specializes in developing innovative and comprehensive regulatory compliance strategies that balance the needs of our clients with the requirements of state and federal regulatory agencies. Our firm has a high level of expertise in multidisciplinary sciences that help to support regulatory compliance. Our in-house environmental experts keep abreast of current legislation and court decisions affecting the implementation of the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), Clean Water Act (CWA), and other federal and state environmental laws to provide valuable and up-to-date information and strategies.

ICF has literally "written the book" on guidelines for complying with environmental laws and regulations. Many of our experienced specialists are also authors who have collaborated to write *The CEQA Deskbook: A Step-By-Step Guide on How to Comply with the California Environmental Quality Act*, *The NEPA Book*, and *Wetlands, Streams, and Other Waters*, which have become the industry standards for assisting planning and environmental professionals with compliance documentation and permitting. We have received many awards from clients and professional organizations for our outstanding environmental resource documents and services. Our work in developing and delivering training workshops for clients, through university programs and independent training organizations, has earned ICF a reputation as the leading



environmental consulting experts among our clients and industry peers.

As a contract city, Laguna Hills is seeking consultants that understand the City's needs and are able to represent the City's interests. Two qualities uniquely position ICF to serve the City's particular needs. First and foremost, ICF specializes in representing municipalities. We have elected, in large part, to align our firm's interests with municipal clients. Our long history of working for cities in Orange County includes work for the cities of Laguna Hills, Laguna Niguel, Lake Forest, Irvine, Rancho Santa Margarita, Orange, Newport Beach, Brea, Huntington Beach, and Anaheim as well as the County of Orange and Orange County Transportation Authority. Secondly, ICF brings a full-service environmental planning practice to support the City on this contract.

Our staff represent nearly every planning and environmental expertise that may be required during the life of this contract, including air quality and greenhouse gases, noise, biology, cultural resources, geology, GIS, hazardous materials, hydrology and water quality, land use and recreation, and regulatory permitting. ICF also includes environmental attorneys and legal experts specialized in analyzing project plans and mitigation measures to assist in informed decision making.

ICF is a full-service multi-disciplinary environmental consulting firm, with expertise in nearly all environmental technical disciplines in-house under one roof, which ensures a high level of consistency and minimizes impacts on schedule and cost.

Locally, ICF employs over 150 environmental professionals in 4 Southern California offices, including our Orange County office located near the Irvine Spectrum. This proximity provides a keen understanding of local issues and a high degree of responsiveness.

3. Key Personnel

ICF has a dedicated team made up of industry experts in CEQA compliance regulations, and environmental planners and project managers with extensive experience preparing CEQA documentation in Southern California. Brief profiles of our key personnel are included below, followed by a table summarizing qualifications of our supporting technical team members.

Chad Beckstrom, AICP, Principal Environmental Planner/Project Manager

Chad Beckstrom, AICP, is a principal environmental planner with more than 20 years of consulting experience and is a resident of South Orange County, having worked for a number of Orange County cities with issues similar to Laguna Hills'. He specializes in preparing, managing, and overseeing environmental documentation for a wide range of development projects, from small infill developments in cities that are largely built out, to large-scale master plans in new developing areas. Chad is intimately familiar with the local government planning and entitlement processes, dedicating the majority of his career to these types of projects, and understands how to thoughtfully address community concerns in public forums. He performs policy and analysis, prepares environmental constraints and feasibility studies, assists clients in entitlement planning, and develops mitigation programs to reduce and avoid environmental impacts. Chad also frequently teaches courses on CEQA environmental review processes. Chad earned a Masters of Urban and Regional Planning from Cal Poly Pomona and a BA in Environmental Analysis and Design from the University of California (UC), Irvine, and is an active member of the American Institute of Certified Planners (AICP).

Terry Rivasplata, AICP, Technical Director

Terry Rivasplata, AICP, prepares and reviews environmental analysis documents for compliance with CEQA and NEPA. He participates in land use planning projects, delivers seminars and courses on California's planning and environmental laws, and writes documents that interpret environmental regulations. Terry is experienced in environmental analysis at the state and local levels. He manages CEQA-related projects and contributes to the preparation of environmental assessment documents for urban and rural planning projects. Terry provides CEQA instruction through University of California Extension courses and specialized classes for clients.

Prior to joining ICF, Terry served as the deputy director of the Governor's Office of Planning and Research. In this role, he managed the Planning and State Clearinghouse units, providing technical assistance to cities and counties regarding California planning laws and distributing environmental analysis documents for state agency review. Terry wrote various CEQA- and planning-related technical assistance publications and served as primary researcher and author of several white papers prepared by the Governor's Strategic Growth Management Task Force. He prepared legislative analyses of planning and CEQA-related bills for the Governor's Office and drafted planning-related legislative proposals.

Terry drafted the 1998 and 1997 comprehensive updates of the State CEQA Guidelines. The guidelines are used by state, regional, and local agencies when analyzing the potential environmental effects of projects and permits. These revisions to the guidelines addressed

salient issues, including cumulative impact analysis and determination of significance, as well as statutory changes to CEQA. Terry also drafted the 1998 edition of the State General Plan Guidelines used by cities and counties to prepare and update their general plans. He is the editor of the Association of Environmental Professionals' quarterly "Environmental Assessor" that summarizes current CEQA case law.

Jonathan Higginson, Noise Specialist

Jonathan Higginson is a professional acoustical consultant with more than 12 years of experience. He has worked on over 400 noise and vibration measurement, analysis, modeling, and mitigation projects for transportation, industrial, and commercial projects; environmental impact reports; building noise insulation; room acoustics; mechanical noise and vibration; community noise; and construction noise and vibration. Jonathan earned a BEng in Acoustical Engineering from the University of Southampton, Institute of Sound and Vibration Research.

Greg Hoisington, Biology Team Leader

Greg Hoisington's technical experience includes a broad range of interdisciplinary projects in biological resource identification and assessment; aquatic resource delineation; biological permitting and compliance; and environmental document preparation. He has performed, led, and managed natural resource field surveys and wetlands and waters delineations for a wide range of projects in a diversity of habitats within California, Nevada, Arizona, and Utah. Greg's experience includes preparation of environmental documents for compliance with CEQA/NEPA, federal and California Endangered Species Acts, California Department of Transportation's Standard Environmental Reference, Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), Orange County Natural Community Conservation Plan/Habitat Conservation Plan, Coachella Valley MSHCP, California Energy Commission, and Federal Energy Regulatory Commission. He has acquired natural resource permits and led consultations and negotiations with regulating agencies including the U.S. Army Corps of Engineers, Regional Water Quality Control Boards, U.S. Fish and Wildlife Service, National Marine Fisheries Service, California Department of Fish and Wildlife, and California Coastal Commission.

Karen Crawford, Cultural Resources Team Leader

Karen Crawford is a cultural resources project manager and principal investigator and serves as technical leader on large, multidisciplinary projects. She is a cultural resources specialist with extensive experience in prehistoric and historical archaeological research, surveys, and excavation in California, the Great Basin, the United Kingdom, Ireland, and China. Karen has comprehensive experience preparing documentation to meet the requirements of Section 106 of the National Historic Preservation Act, NEPA, and CEQA and has written numerous cultural resources research designs, technical reports, consultation and agreement documents, findings of effect, and mitigation and monitoring plans. Karen meets the Secretary of the Interior's guidelines for a professional archaeologist. As a project manager, Karen interacts with clients and agencies, manages budgets and schedules, oversees collaboration between internal team members, and performs internal quality assurance review for technical reports and NEPA and CEQA sections.

Megan Jameson, Regulatory Permitting Team Leader

Megan Jameson has 12 years of overall project management experience and more than 8 years of experience in regulatory compliance under Sections 404 and 401 of the CWA, the Porter-Cologne Water Quality Control Act, and California Fish and Game Code Sections 1600–1616. Megan has experience conducting field wetland delineations and writing and reviewing regulatory permit applications, jurisdictional delineation reports, and mitigation and monitoring plans and has managed a wide variety of projects. Megan obtained a Regional General Permit for the Orange County Parks Ocean Outlets maintenance project, which included a field delineation, a CWA 401 Water Quality Certification from the San Diego RWQCB, and a Coastal Development Permit from CCC. She has also worked extensively to conduct wetland delineations and obtain permits for projects in Orange County, such as Orange County Parks' Boxcar Bridge Abutment Repair, Aliso and Wood Canyons Wilderness Park: Mathis Service Road/Trail Repair, and Orange County Public Works' Borrego Canyon Channel Maintenance. Megan has managed many restoration and mitigation projects, overseeing required maintenance, surveys, and reporting and ensuring compliance with permit requirements from the various regulatory agencies. She has a Wetland Delineator certification from the Wetland Training Institute and a Plant Identification for Coastal Southern California certification, also from the Wetland Training Institute. Megan earned an MS in Environmental Studies from California State University, Fullerton, and a BS in Conservation and Natural Resources from University of California, Berkeley.

Team Member	Years of Experience	Education	Related Work Experience
CEQA/Environmental Planning			
Donna McCormick, AICP	28	B.L.A., Landscape Architecture, California State Polytechnic University, Pomona, 1987	- Donna is a principal with ICF and has 28 years of experience in environmental analysis from a wide range of projects. - She has served as the project manager or project director for many projects in Orange County and throughout the region. - Donna brings to the project a thorough understanding of the environmental process, demonstrated by her numerous teaching assignments for University of California extension courses, environmental organizations, and agency clients. - She provides quality control and project oversight and works with resources throughout the company, allowing her to bring in the right person to address any issue that may arise.
Tanvi Lal	12	- Master of Public Affairs, Environmental Policy, Indiana University, School of Public and Environmental Affairs, 2008 - MS, Environmental Science (specialization in Environmental Conservation and Management), Indiana University, School of Public and Environmental Affairs, 2006 - BS, Life Sciences – Biotechnology, St. Xavier's College, Mumbai University, India, 2001	- Tanvi is a Manager at ICF with over 12 years of experience in the development and review of environmental documents pursuant to CEQA and NEPA. - Tanvi has served on the management and technical team of various CEQA projects for the City of Los Angeles Bureau of Engineering, County of Los Angeles Department of Public Works, Los Angeles Metropolitan Transportation Authority, Port of Los Angeles, County of Kern, and California High Speed Rail Authority, and on NEPA projects for numerous agencies including the Federal Aviation Administration, U.S. Department of Housing and Urban Development, and U.S. Department of Energy. - Tanvi has managed EAs and IS/MNDs, served as the Deputy Project Manager on large complex EIRs, led and supported QA/QC efforts, conducted technical reviews, and authored chapters of environmental documentation including EISs/EIRs/EAs.
Tanya Jones	13	B.A., Environmental Analysis and Design, University of California, Irvine, 2005	- Tanya has more than 13 years of experience in preparing and managing California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documents - She manages projects and provides assistance to project managers, coordinates between project managers and technical specialists, updates tasks to keep project managers organized and to track progress toward project deadlines, and researches and analyzes a full range of environmental issues. - Tanya is a generalist who is experienced with completing environmental analyses for a wide range of projects, including commercial, residential, redevelopment, infill development, solar, transportation, infrastructure, restoration, and utility projects. - She excels at collaboration and coordination with technical experts in a variety of disciplines, maintaining aggressive schedules, and ensuring high-quality products through her management and oversight skills.

Team Member	Years of Experience	Education	Related Work Experience
Air Quality/Greenhouse Gas Analysis			
Keith Cooper	16	- MA, Urban Planning, University of California, Los Angeles, 2012 - BS, Business Administration, California State University, Dominguez Hills, 1999	- Over 18 years of professional experience as an air quality specialist preparing documents to meet CEQA requirements. - Areas of expertise include criteria pollutant and GHG emissions inventories, air toxics health risk assessments, and conformity determinations. - Thorough understanding of state ambient air quality standards, general and transportation conformity requirements, rules and regulations adopted by local air districts (e.g., South Coast Air Quality Management District), and climate change/GHG emissions quantification and evaluation requirements.
Matthew McFalls	11	- M.S., Geography, San Diego State University, 2007 - B.A. (with distinction), Public Administration, San Diego State University, 2003	- Over 10 years of professional experience as an air quality and greenhouse gas specialist preparing documents to meet CEQA requirements. - Thorough understanding of air quality and GHG thresholds and mitigation, demonstrated by participation in helping clients and agencies develop thresholds in response to recent case law. - Areas of expertise include criteria pollutant and GHG emissions inventories, technical writing, air toxics health risk assessments, and conformity determinations.
Noise			
Peter Hardie	14	- MESM, Environmental Science and Management, University of California, Santa Barbara, 2004 - B.A., Environmental Science, Rollins College, 1999	- Experience in acoustical analysis for a wide array of projects, including transportation, residential development, master plan development, and rail projects throughout southern California. - Conducted and participated in noise and vibration analyses for numerous transportation, commercial, industrial, and residential development projects throughout California. - Experienced in modeling existing and future conditions to determine potential project-related noise impacts using the FHWA Traffic Noise Model (TNM®). - Conducts railroad noise modeling using the methods developed for the FTA and FRA.
Regulatory Permitting			
Stephanie Gasca	14	- MA, Environmental Studies (Law and Policy emphasis), University of Southern California, 2004 - BA, Biological Sciences, University of Southern California, 1996	- Over 14 years of experience as a regulatory specialist/environmental scientist. - Extensive knowledge of CWA Sections 401 and 404, Porter-Cologne Water Quality Control Act, and Fish and Game Code Section 1600 permitting processes. - Experienced with incidental take permits for both federal ESA Section 7 consultation and California ESA Section 2081 processes; prepared approximately 50 environmental regulatory permit applications and supplemental documentation associated with the USACE CWA Section 404 permit (Individual and Nationwide Permits), RWQCB CWA Section 401 Water Quality

Team Member	Years of Experience	Education	Related Work Experience
			Certification and Waste Discharge Requirements pursuant to the Porter-Cologne Water Quality Control Act, and CDFW Streambed Alteration Agreements. - Assists RWQCB representatives with preparing Staff Reports and Board Orders associated with the issuance of Waste Discharge Requirements, and drafted CWA Section 401 Water Quality Certification language and amendments. - Spent several years in close collaboration with representatives from USACE, CDFW, USFWS, and many of the nine California RWQCBs.
Lanika Cervantes	11	BA, Biology, Emphasis Ecology, California State University, San Marcos, 2009	- Formerly served 6 years as a project manager with the USACE Regulatory Division. - Experience with Section 404 of the CWA, Section 10 of the Rivers and Harbors Act, CWA Section 401, and CDFW Lake and Streambed Alteration Agreement program permitting. - Experience in assessing and evaluating project effects on aquatic resources, federally listed as threatened and endangered species, essential fish habitat, coastal zones, and historical properties to ensure project compliance with the federal ESA, the Magnuson-Stevens Fishery Conservation and Management Act, the Coastal Zone Management Act, and the NHPA. - Evaluates and reviews compensatory mitigation proposals, long-term management plans, and habitat mitigation and monitoring reports. - Experience conducting wetland delineations and other waters of the US, and is a Certified CRAM Practitioner for all Modules (except for vernal pool module).
Biological Resources			
Phil Richards	18	BA, Biological Science, California State University, Fullerton, 1997	- Over 18 years of experience working in the environmental consulting industry performing various environmental and biological tasks. - USFWS-permitted biologist to conduct presence/absence surveys for four listed species—Pacific pocket mouse, kangaroo rat, San Bernardino kangaroo rat, and coastal California gnatcatcher. - Has participated in projects that include vegetation mapping, habitat assessment for sensitive species, avian surveys, rare plant surveys, focused surveys for numerous listed and non-listed species, biological monitoring, and wetland delineations.
Paul Schwartz	15	B.A., Biology, Idaho State University, 2003	- Paul Schwartz has over 15 years of experience as a professional biologist, 8 of which have been as an environmental consultant in southern California. - Conducts habitat assessments/constraints analysis, focused and general botanical surveys, vegetation mapping, jurisdictional delineations, California Rapid Assessment Method (CRAM) assessments, and restoration analysis and mitigation monitoring. - Prepares a wide variety of reports to fulfill local, state, and federal environmental compliance.

Team Member	Years of Experience	Education	Related Work Experience
Cultural Resources			
Colleen Davis	12	- MA, History, California State University, Fullerton, 2010 - BA, English, University of California, Los Angeles, 1990	Serves as a project and task manager and helps with developing the skill sets of less experienced biologists.
Stephen Bryne	30	- MS, Anthropology, Florida State University, Tallahassee, 1986 - BA, Anthropology, Florida State University, Tallahassee, 1981	- Colleen Davis offers more than 12 years of historic consulting experience. - Familiar with local, state, and federal regulatory environments including compliance with Section 106 of the NHPA. Colleen's expertise includes evaluating and documenting potentially historic resources, developing appropriate treatments for historic buildings, preparing nominations to the NRHP, and interpreting the Secretary of the Interior's standards. - Meets the Secretary of the Interior's professional qualifications standards in history and architectural history. - Provides expertise in the full range of historic preservation planning services, including advising on historic building rehabilitations that achieve project goals and respect budget demands while simultaneously meeting the Secretary of Interior's standards.
Geology/Hazardous Materials			
Gary Clendenin, PG	30	- MS, Geology, Ohio University, 1990 - BS, Geology, Marietta College, 1984	- Over 20 years of experience in California archaeology and cultural resources management. - Experience encompasses all phases of archaeological fieldwork, including archaeological surveys, site significance and evaluation testing, data recovery mitigation programs, and archaeological monitoring projects. - Familiar with the regulatory context of cultural resources compliance including Section 106 of the National Historic Preservation Act (NHPA) and the California Environmental Quality Act (CEQA). - While employed with Caltrans, Stephen completed a temporary assignment in the Project Review Unit of the California State Historic Preservation Office (SHPO). - Meets the U.S. Secretary of the Interior's Historic Preservation Professional Qualification Standards for Archaeology, and is a Registered Professional Archaeologist (RPA), No. 28575869

Team Member	Years of Experience	Education	Related Work Experience
			Specific areas of expertise include environmental due diligence and liability assessments; hydrogeologic investigations (including groundwater modeling and aquifer testing); remedial investigation/feasibility studies; hazardous waste management, environmental site assessments; engineering evaluations; and oil field environmental assessments, restoration, and redevelopment.
Mario Barrera	12	BS, Engineering Technology, Environmental Technology; California State University, Long Beach, 2003	- Over 12 years of experience in the environmental consulting field. - Experience includes: remediation system operation and maintenance; collection of wastewater, groundwater, and soil samples; field data collection and management; National Pollutant Discharge Elimination System rules and regulations enforcement and implementation; Phase I and Phase II assessments; CEQA hazardous material impact analysis for EIRs, transportation agency sustainability; and stormwater and industrial waste site inspections and permitting
Hydrology/Water Quality			
Laura Rocha	12	- MS, Environmental Studies, California State University Fullerton, 2006. - BS, Environmental Studies and Psychology, University of California Santa Barbara, 2001.	- Over 12 years of experience preparing and managing CEQA documentation and providing water quality and water resource expertise for various types of land development projects. - Technical focus on water quality, water resources, and water infrastructure in California. - Certified Professional in Storm Water Quality (CPSWQ) and a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer/Practitioner (QSD/QSP). - Provides expertise related to the stormwater discharges from Municipal Separate Storm Sewer Systems (MS4), construction, and industrial sites.

4. Relevant Experience & References

ICF has successfully completed numerous CEQA analyses for a wide range of projects in Southern California, including residential, commercial, mixed-use, institutional, and transportation projects. Brief examples of our relevant CEQA experience are provided below.

CEQA Document Peer Review of Moulton Niguel Water District Operations Center and Site Consolidation Project—City of Laguna Hills

ICF has been providing peer review and advisory services to the City of Laguna Hills for the Moulton Niguel Water District (MNWD) Operations Center and Site Consolidation Project. The MNWD proposes to consolidate administrative and operational functions currently located at 27500 La Paz Road to the Gordon Road site. The project includes development of new office buildings, shop building, fleet services building, and other improvements to the site that would improve the functionality and efficiency of existing uses on the site. The City is a responsible agency under CEQA and would need to make findings on the document in order to process entitlement applications (i.e., Conditional Use Permit, Site Development Permit, Zone Text Amendment, Zoning Variance). The City's primary goal is to ensure the document sufficiently addresses their issues, mitigates impacts caused by the project, and addresses the concerns of a vocal and involved community that surrounds the project. ICF conducted peer reviews of the Initial Study/Mitigated Negative Declaration, as well as associated technical studies, that were prepared by MNWD's consulting team. ICF worked closely with City staff and their outside legal counsel to focus our reviews on technical accuracy, methodologies, and defensibility. Our work included multiple reviews of the IS/MND, as well as public/agency comments, and draft responses to comments.

Reference:

David Chantarangsu, Community Development Director
(949) 707-2675
dchantarangsu@lagunahillsca.gov

SunPointe Residential Project EIR—City of Laguna Niguel

ICF recently completed an EIR for a 71-unit single family hillside subdivision on approximately 19.5 acres. The project requires a General Plan Amendment, Zone Change, Tentative Tract Map, and Site Development Permit. The site presents some serious environmental constraints, such as biological resources, geotechnical concerns, and construction impacts from massive grading, as well as community concerns, such as land use density, visual impacts, noise, and traffic due to the single access point through an existing established neighborhood. ICF prepared a series of technical studies in support of the environmental document, and our team has been working with the City to sure the document addresses the community members' concerns.

Reference:

Jonathan Orduna, Planning Manager
949.362.4357
JOrdunda@cityoflagunaniguel.org

Plano Trabuco Townhomes IS/MND—City of Rancho Santa Margarita

ICF prepared an IS/MND for the development of 36 townhomes on a 1.84-acre site in Rancho Santa Margarita. The in-fill development was bordered by apartments to the north, single-family residential to the east, and commercial uses to the south. The project required a General Plan Amendment, Zone Change, and Specific Plan that sought to modify the land use and development standards for the particular project. ICF provided peer reviews of several critical studies, including a water quality management plan, air quality and greenhouse gas study, and noise study. Our team worked closely with the City to ensure the environmental document address some vital concerns from surrounding property owners, such as impacts on views, noise, and traffic. ICF prepared the environmental document on a fast-track schedule to meet crucial Planning Commission scheduled meetings.

Reference:

Nate Farnsworth, Principal Planner (currently with the City of Yorba Linda)
(714) 961-7100
NFarnsworth@yorba-linda.org

Lake Forest Sports Park and Community Center/Rancho Parkway Extension EIR—City of Lake Forest

ICF completed an EIR, under the management of Chad Beckstrom, evaluating the potential environmental impacts related to the development of the sports park and community center on approximately 90 acres in the northeastern portion of the City of Lake Forest near the intersection of Portola Parkway and El Toro Road. The project also included the extension of Rancho Parkway between Portola Parkway and Lake Forest Drive. The project involved a land exchange of the Glass Creek property with the County, which operated the site as a natural open space area. As part of the terms of the land exchange, approximately 20 acres were to be encumbered with a permanent open space/trail easement. There were 14 environmental issue areas determined to be potentially significant, and ICF worked closely with the City of Lake Forest's Development Services Department, Planning Department, Parks and Recreation Department, and Public Works Department to ensure that they were all addressed sufficiently. ICF prepared visual simulations and topography grading maps to demonstrate the potential impacts on visual conditions of the property during construction and long-term operations. ICF completed the project on schedule and under budget. Following certification of the EIR and approval of the project, ICF provided permitting services to obtain agency permits required by USACE, CDFW, and RWQCB to comply with the CWA. The Lake Forest Sports Park opened to the public in November 2014.

Reference:

Cheryl Kuta, Planning Manager (now with City of Rancho Santa Margarita)
(949) 635-1800
CKuta@cityofrsm.org

Parkside at Baker Ranch IS/MND—City of Lake Forest

ICF completed an IS/MND for the development of up to 250 single-family and multifamily attached and detached residential units on an approximately 30-acre project site in the Foothill Ranch community of Lake Forest. The project site was formerly operated as a sand and gravel mine, which ceased operations

Reference:

Carrie Tai
Senior Planner
(949) 461-3466
CTai@lakeforestca.gov



after 20 years, and was a remnant parcel following the acquisition of a portion of the property from the City for the extension of a new roadway. The project involved closure and reclamation of the existing surface mine, and required a General Plan Amendment, a Zone Change to amend the Baker Ranch Planned Community Development Plan and Supplemental Text, a Tentative Tract Map, and a Development Agreement. The primary environmental issues involved air quality, biological resources, land use and planning, mineral resources, and transportation. The project was hotly contested by many residents citing land use incompatibility and density issues. Because the project site was zoned for commercial use and was located adjacent to the SR-261 toll road and the new city sports park, a faction of the community and decision-makers felt that residential use was not appropriate for the site. ICF worked closely with the City to address the concerns of the citizens as well as the Planning Commission and City Council. The MND was adopted and the project approved in May 2015.

Milani Apartments Residential Development—City of Irvine

ICF prepared an IS and Addendum to the IBC Vision Plan and Mixed Use Zoning Code for the redevelopment of a 3.6-acre site with a 287-unit condominium development. The site was previously approved for the development of an 82-unit condominium unit, and the City of Irvine had identified the 82-unit residential condominium project as a pending project in the 2010 IBV Vision Plan and Mixed Use Zoning Code Final EIR. Modifications to the previous project design constituted the proposed project, representing an increase of 205 units from the previous approval and demolition of an existing four-story office building on the site. Key environmental issues included traffic, air quality, noise, aesthetics, land use and planning, and public infrastructure.

Reference:

Bill Rodrigues, Principal Planner
(949) 724-6359
BRodrigues@ci.irvine.ca.us

360° Fusion Apartments Addendum—City of Irvine

ICF prepared an Initial Study and Addendum to the IBC Vision Plan and Mixed Use Zoning Code for the redevelopment of an approximately 3.6-acre parcel for 280 multifamily residential units. The project site was developed with three industrial buildings occupied by a church, and surrounded by existing low-rise offices, light industrial, and residential properties. The proposed project involved demolition of the existing three industrial buildings—approximately 64,000 square feet—and redevelopment of the site with a 280-unit residential complex. The entitlement process included application of State Density Bonus provisions and State-adopted parking rates, a Conditional Use Permit, a Transfer of Development Rights, an Affordable Housing Plan, a Park Plan, and a Vesting Tentative Tract Map. As part of the project, ICF also prepared a residential compatibility analysis and a health risk assessment. Key environmental issues included air quality, hazards and hazardous materials, land use and planning, public infrastructure, noise, and traffic.

Reference:

Stacy Tran, Senior Planner
(949) 724-6316
STran@ci.irvine.ca.us

Pistoia Apartments Addendum—City of Irvine

ICF prepared an Initial Study and Addendum to the IBC Vision Plan and Mixed Use Zoning Code for the redevelopment of an approximately 4.7-acre parcel for 371 multifamily residential units. The project site was developed with two single-story light industrial buildings and associated parking, and is surrounded by office, manufacturing, industrial, and residential uses. The proposed project involved demolition of the existing buildings—approximately 97,766 square feet—and redevelopment of the site with a 371-unit residential complex. The entitlement process included application of State Density Bonus provisions and State-adopted parking rates, a Conditional Use Permit, a Transfer of Development Rights, an Affordable Housing Plan, a Park Plan, and a Vesting Tentative Tract Map. As part of the project, ICF also prepared a residential compatibility analysis and peer-reviewed the noise, air quality, and health risk assessment technical studies. Key environmental issues included air quality, hazards and hazardous materials, land use and planning, public infrastructure, noise, and traffic.

Reference:

Bill Rodrigues, Principal Planner
(949) 724-6359
BRodrigues@ci.irvine.ca.us

Concordia University EIR Peer Review—City of Irvine

ICF is working with City staff to provide staff support for overseeing the applicant's consultant in preparing the EIR on behalf of Concordia University. The project involves a proposal by Concordia University to carry out a campus update plan on approximately 71 acres in Planning Area 21, which includes demolition of eight buildings, construction of 11 new buildings, addition of a residential dormitory, addition to and relocation of athletic facilities, road and parking realignments, and other minor improvements. ICF is peer reviewing the document sections being prepared by the applicant's consultant, and providing assistance with participation in the EIR scoping session, public meetings and hearings, meetings with the applicant and its consultant team, and community outreach, if necessary.

Reference:

Melissa Chao, Senior Planner
(949) 724-6359
Mchao@ci.irvine.ca.us

Metro East Mixed-Use Overlay Zone Expansion and Elan Projects Supplemental EIR—City of Santa Ana

ICF is preparing a Supplemental EIR for expansion of the City's Metro East Mixed-Use Overlay Zone and Elan Development projects. The Overlay Zone is intended to encourage a more active commercial and residential community, provide an expanded economic base, maximize property sales tax revenues, improve the jobs/housing balance within the City, and provide for a range of housing options identified in the 2014 Housing Element. An EIR was completed for the MEMU in 2007 and the City is now looking to expand the Overlay Zone boundaries by an additional approximately 33 acres, modify some of the development standards and districts, and concurrently process an approximately 600-unit mixed-use development project with ground-floor commercial uses. The project also includes an amendment to the existing General Plan, and an amendment to the existing Zoning Code. Development limits would not change within the overall zone district. The Elan project includes a significant historic

Reference:

Ali Pezeshkapour, Senior Planner
(714) 647-5882
APezeshkapour@santa-ana.org

resources, a former Elks Lodge, which would be removed to accommodate the proposed project. Significant issues include traffic, air quality, health risk, cultural resources, and noise.

The Met at South Coast Multifamily Residential Project IS/MND—City of Santa Ana

ICF prepared an IS/MND, along with the necessary technical studies, for an infill multifamily residential project. The project consisted of 303 multifamily residential units on a 3.1-acre site in the MacArthur Place District Center and required a zoning ordinance amendment and variances to modify parking requirements. The project included five stories of multifamily rental units in three buildings, all constructed over a two-level subterranean parking structure that spans beneath all three buildings. Our team prepared technical studies (a traffic study, cultural study, noise study, biological resources evaluation, jurisdictional delineation, and an air quality/greenhouse gas study) and the draft environmental documentation. Major environmental issues were related to biology, traffic, noise, aesthetics, and air quality emissions. The MND was adopted by the City of Santa Ana in 2012.

Reference:

Sergio Klotz
(now with City of San Juan
Capistrano)
(949) 443-6334
SKlotz@sanjuancapistrano.org

Bat Nha Meditation Center IS/MND—City of Santa Ana

ICF prepared the IS/MND for the Bat Nha Meditation Center on behalf of the City of Santa Ana. The proposed project consisted of the demolition and replacement of existing buildings on approximately 1.46 acres at 719 and 803 South Sullivan Street in the central portion of the City of Santa Ana with a new Meditation Center. Implementation of the proposed project required a Conditional Use Permit (CUP) to allow a religious facility on a parcel with a Single-Family Residential (R-1) zoning designation, variances to allow a reduction in parking and to exceed allowable building height, a voluntary lot merger to consolidate the two parcels of land, and approval of the site plan. The proposed approximately 25,000-square-foot meditation center would be developed as a podium structure over the parking facilities, and would be 35 feet high, with towers up to 48 feet high, with traditional Vietnamese design elements. The primary environmental issues involved include: aesthetics, traffic, parking, cultural resources, air quality, and noise.

Reference:

Vince Fregoso, Principal
Planner
(714) 667-2700
VFregoso@santa-ana.org

Yorba Linda Estates IS/MND—City of Yorba Linda

ICF prepared an IS/MND for a 22-lot semi-custom residential project on a 12.5-acre site. The site is largely surrounded by other single-family residential neighborhoods, and abuts the Yorba Linda Lakebed Park on one side, owned by the Orange County Flood Control District. The site was formerly occupied by a commercial nursery with multiple wood frame nursery/greenhouse structures covering the majority of the site, which resulted in significant hazardous materials concerns. Other issues included traffic, noise, and

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biological resources associated with the adjacent lakebed. The project was ultimately approved and is under development.

5. Scope of Services and Approach

Understanding of City's Needs

ICF understands that the City is seeking to establish a shortlist of qualified environmental consulting firms to provide on-call environmental review services on behalf of the City. As part of the planning and entitlement process for any new development or planning for future capital improvements, the City must consider the environmental implications of their actions and comply with state and local laws and regulations.

As one of Orange County's youngest cities, incorporated in 2000, the City relies heavily on contract services. Hence, the Planning Department has limited in-house resources to conduct environmental reviews and prepare environmental impact analysis documents in compliance with CEQA. Successfully navigating CEQA and other regulatory processes will be critical to receiving environmental clearance to proceed with project implementation in a timely manner.

We understand that most of the projects that will require our services will likely require preparation of IS/NDs or MNDs for small development projects or capital improvement projects. We are also available to prepare categorical exemption paperwork if the City so desires. The City also may need assistance in the preliminary review of projects to determine the appropriate form of CEQA documentation, or peer reviewing documents prepared by applicants or other jurisdictions. ICF is prepared to assist the City with any project needs that may arise. From providing advice to City staff on an as-needed basis, to preparing a complex EIR for a large controversial development project—no project is too big or too small. The following sections describe our general approach to the scope of work that may be required under this contract.

Management Approach

Our management style is based on a proven philosophy of open and regular communication during a project. As a benefit of this commitment, our responses and approaches to project issues are well coordinated. Our project managers will coordinate with the City frequently, which helps both parties identify potential revisions to the project at the earliest possible stage and allows maximum time to adjust and refocus the project to maintain both cost and schedule. No out-of-scope work will be completed without prior authorization from the City.

Oftentimes, resolution of problems during the course of project development can alleviate much larger difficulties later. As such, our team will communicate problems as soon as they are discovered. For instance, if we find deficiencies in data or technical reports that we have been provided, we will inform the City immediately and help to develop a solution, either using our team to supplement the gaps or having the applicant or their consultants provide the missing pieces. We will work with the City to come to a resolution on the issue and will offer our objective advice, while honoring the City's ultimate decision.

We are committed to excellence in our work products and have developed QA/QC procedures that effectively and economically maintain a high standard of technical quality in the preparation

of environmental surveys, studies, reports, and clearance documents. This translates to work products that meet both the City's standards as well as our own internal standards for technical excellence, legal defensibility, and consistency with CEQA and other regulatory requirements.

Regardless of the type of environmental document that will be produced for any single project, ICF's objective is to communicate analytical findings in a clear, concise, and easily understood document. Our documents are written from the mindset that the reader may include detail-oriented interest groups, political representatives, and the general public. ICF prides itself on the quality and clarity of its environmental documents, as it is the purpose of environmental documents to disclose potential impacts, not to obscure them.

Because ICF is able to use a large proportion of in-house staff with minimal use of subconsultants, we can implement a high degree of quality control and efficient coordination between various authors, technical leads, and editing staff. This also allows us to staff each project with those best suited for the project at hand. Our methodology to providing expertise in specialty areas is to determine the "best fit" of staff resources for a specific project. "Best fit" may be defined differently depending on the project, and many factors are taken into account, including:

- Local geographic experience (i.e., South Orange County);
- Experience with a similar type of project (i.e., residential master plan, commercial);
- Level of expertise with a given resource (i.e., years of experience, intimate understanding of air quality related to industrial facilities); and
- Specific expertise related to biological species (i.e., California gnatcatcher) or other possible factors.

Our policy is to assign senior-level task leaders for all technical disciplines, which gives us the ability to maintain a high level of quality and logistical efficiency in our work efforts. Task leaders complete technical reviews prior to delivering work products to the project management team for review.

ICF employs a team of technical editors, well versed in CEQA, and graphic artists to prepare reports that are readable, concise, and visually appealing. Our administrative procedures require that all deliverables are thoroughly edited before submittal to the client. Our graphic artists create graphs, maps, diagrams, and other illustrations to amplify text discussions.

Our project managers are trained to stay on top of the project financials on a weekly basis. ICF uses the Deltek Vision Accounting System, which gives access to current project financials 24 hours a day, 7 days a week. This software provides our project managers with the necessary information to manage the project's financial progress, such as total labor costs and expenses to date for the reporting period, available budget remaining, and staff hours used in the reporting

Our approach is based on the following key principles. We will:

- Serve as an extension of City staff to produce unbiased, objective evaluations of environmental impacts.
- Identify problems as they arise and then find answers, making for a more efficient process.
- Provide consulting assistance that will allow for successful and timely production of the required environmental documents.
- Be available when needed to offer counsel on resolution of various technical issues.
- Prepare legally defensible and easily understandable documents that will enable the City and the public to make informed decisions.
- Develop mitigation measures to reduce potential environmental impacts to the extent feasible.
- Control quality, budget, and schedule through regular communication with City staff.



period. We do not wait until month-end to review the status of our budgets. Having this training and access to information helps our project managers to verify whether individual team members are working toward the internal schedule and helps us anticipate potential budget constraints early, before they become a problem for our clients.

CEQA Technical Approach

ICF is equipped to provide a full range of CEQA environmental services to the City, as well as serving as an extension of City staff. The ICF team will work with City staff to help filter information at key decision points from the routine to the most complex issues that may arise on any given project. From the initial stages of determining whether an activity is subject to CEQA, to determining whether a project may be exempt, helping with a decision to prepare an ND or EIR, or preparing the environmental impact analysis document, we can be available at any or every step of the way. The following sections describe our general approach to various CEQA services that may be required under this contract.

Conduct Preliminary Reviews

Many applications that may be received by the City may be exempt from CEQA, while others may require a more in-depth series of studies prior to making a determination. ICF will work with City staff during the preliminary review of discretionary project applications to help determine the most appropriate environmental clearance process. Our team brings the applied knowledge of CEQA and the breadth of expertise to help the City weigh the potential risks and rewards associated with the various approaches that could be pursued. Often times this decision can be made by professional judgment and instinct, but occasionally requires a more objective approach.

ICF understands that most CEs will likely be prepared and processed by City staff. However, there may be times when the City may request that the on-call consultant prepare a CE. More likely, staff will seek advice on whether a project is subject to CEQA, whether a project can fit within the limitations of a CE, or determine the appropriate level of environmental review. We will work with the City to review the statutory and CE to determine if a project fits within the definition and parameters of an exemption. Prepare CEQA Documents

Initial Studies in Support of ND/MND/MMRP

ICF will prepare ISs for projects that are determined to be subject to CEQA, but are not statutorily or categorically exempt. The ISs will be based on Appendix G of the CEQA Guidelines (Environmental Checklist), and will include a description of the environmental setting for each environmental discipline and will substantiate impact conclusions with factual data and scientific results. Technical reports may be prepared and attached as appropriate to address specialized issues. Mitigation measures will be developed for all significant impacts to reduce impacts to less than significant levels. We will work through administrative drafts with the City prior to publishing a public draft for circulation and distribution. Following the public review period, we will prepare a final IS to accompany a ND or MND for adoption by the City Planning Commission and/or City Council. While not required under CEQA, responses to comments may be prepared at the City's request.

Following the preparation of an IS, ICF will prepare an ND or MND if it can be determined that the project will not result in potentially significant environmental impacts. The ND or MND will be accompanied by an IS that substantiates the significance conclusions.

If necessary, ICF will prepare a Mitigation Monitoring and Reporting Program (MMRP) that will identify mitigation measures, timing, responsibility for implementation, and monitoring methods. We will work with City staff to identify appropriate responsible parties, methods, and timing.

Addendums to Environmental Impact Reports

There may be times when the City is faced with having to prepare an Addendum to a previous EIR. These situations occur when minor changes to a project occur, which don't trigger the need to prepare a subsequent or supplemental EIR, but nevertheless need to be documented appropriately. Section 15164 of the CEQA Guidelines would apply, which outlines the requirements for Addendum to an EIR or Negative Declaration. The first step in determining the level of subsequent environmental documentation required would involve the preparation of an environmental analysis that compares the anticipated environmental effects of the proposed project with those disclosed in the prior EIR. This will help to determine whether any of the conditions set forth in Section 15162 of the State CEQA Guidelines requiring preparation of a subsequent EIR are met. The determination as to whether an addendum can be prepared versus a supplemental EIR will involve whether or not the changes are classified as minor changes, or whether new significant impacts or mitigation measures are required. ICF has used an Environmental Checklist Form, as suggested in Section 15063 (d)(3) of the State CEQA Guidelines, as well as a narrative discussion to indicate whether the conditions set forth in Section 15162 of the State CEQA Guidelines that would require a subsequent or supplemental EIR are met, and whether there are new significant impacts resulting from the project.

Environmental Impact Reports

We understand that the City may need support with CEQA reviews for several upcoming potential projects, including an EIR for Urban Village Specific Plan Amendment, an EIR for potential updates/amendments for the Five Lagunas project, an EIR for potential projects within the Alicia Gateway Opportunity Area, Upcoming Housing Element Update (RHNA), and Potential updates/amendments to the General Plan.

As a lead agency, the City may elect to move forward with an EIR. However, generally the first step in determining whether an EIR is appropriate is to prepare an Initial Study to determine the potentially significant impacts. This also helps to narrow the scope of the EIR on potentially significant impacts, and avoid unnecessary documentation and analysis.

Our team will conduct field surveys of the project areas and surrounding areas and document the existing environmental setting, which will serve as the baseline for environmental impact analysis. The EIR will include a discussion of the existing conditions/affected environment, environmental impacts, levels of significance of the impacts, and appropriate mitigation measures for each environmental discipline, as needed. ICF's technical specialists will prepare a series of technical studies to support the EIR analysis, as appropriate. As required, the documents will include a discussion of direct, indirect, growth-inducing, and cumulative impacts. Impact analyses will be accomplished using the most up-to-date and state-of-the-art methodologies. ICF will work closely with the City to identify and screen a reasonable range of alternatives for analysis in the EIR. These alternatives will be based on their ability to feasibly

attain most of the project objectives, while avoiding or substantially lessening any of the significant environmental impacts of the proposed project.

ICF will prepare administrative drafts of the EIR prior to publishing and circulating a public review document. The draft EIR will include all of the required components as outlined in the CEQA Statutes and Guidelines, as well as relevant case law and recent legislation. ICF will also consult with responsible agencies, review available information, and prepare the appropriate analysis for the respective issues.

ICF will collect comments received during the public review period and evaluate comments to identify issues relative to the adequacy of the draft EIR. After all comments are received, ICF will work closely with City staff to strategize appropriate responses. We will prepare responses to individual comments within each of the comment letters received during the public review period, and address issues relative to the adequacy of the draft EIR.

Notices of Intent/Preparation/Determination/Exemption

ICF can assist the City in preparation of required notices for various environmental review processes. A Notice of Intent (NOI) to Adopt a Negative Declaration or Mitigated Negative Declaration is prepared when an agency distributes an Initial Study for public review. The NOI includes information about the project, the review period, public meetings, location where documents are available for review, presence of hazardous materials, and other information that may be appropriate. The NOI must be published in one of three ways: 1) publication in a newspaper of general circulation in the affected area; 2) posting on and offsite in the area where the project is located; or 3) direct mail to owners and occupants of property contiguous to the project.

A Notice of Preparation (NOP) is prepared as part of the scoping process for an EIR. The NOP informs agencies and the public of the lead agency's intent to prepare an EIR and solicits comments on the scope of the EIR. Often times an Initial Study accompanies an NOP to help narrow down or focus the EIR on potentially significant impacts, and avoid unnecessary documentation and analysis.

A Notice of Determination (NOD) is prepared only once an ND/MND is adopted or an EIR is certified and the corresponding project is approved by the lead agency. The NOD informs the public and other agencies of the Lead Agency's approval of the project and the environmental determination that has been made. The NOD is posted at the County Clerk, and sometimes sent to the State Clearinghouse. The California Department of Fish and Wildlife collects a fee when posting the NOD as well.

A Notice of Exemption (NOE) is filed when a lead agency determines that a Statutory or Categorical Exemption is prepared. While an NOE is optional, preparing and filing the NOE would reduce the statute of limitations from 180 days to 30 days. The NOE must include a brief description of the project, a finding that the project is exempt, citations to the applicable exemption in the law or CEQA Guidelines, and a brief statement of reasons supporting the finding.

Provide Peer Review of CEQA Documents Prepared by Project Applicants

The City may be in need of expertise to assist in peer reviewing environmental documents prepared by project applicants. This may occur when an applicant retains another consultant to conduct the work, yet the City is required to make independent findings and ensure the document meets its needs. ICF is commonly retained to provide peer review of technical studies on behalf of our municipal clients, as most do not have the necessary expertise in house. ICF will review these environmental documents prepared by other consultants with a focus on whether impacts have been appropriately substantiated and disclosed, and appropriate methodologies have been used. ICF has the capabilities in-house to review all types of technical studies in-house as well (with the exception of traffic engineering studies). We will ensure that the City's interests and concerns are taken into account and will advise the City on whether the document contains any flaws, omissions, errors, and/or generally poor CEQA practices.

Review CEQA/NEPA Documents from Neighboring Jurisdictions/Agencies

The City may be in need of expertise to assist in peer reviewing environmental documents from outside agencies. This may occur when adjacent cities are proposing new development or infrastructure projects that could result in direct or indirect impacts on the residents and businesses located in the City. Similar to the peer reviews of documents prepared by project applicants, ICF will review these environmental documents prepared by other agencies with a focus on whether impacts have been appropriately substantiated and disclosed, and appropriate methodologies have been used. We will ensure that the City's interests and concerns are taken into account and will advise the City on whether the document contains any flaws, omissions, errors, and/or generally poor CEQA practices. ICF recently provides these services to the City for the Moulton Niguel Water District Operations Center Project.

Required Consultations (i.e. NAHC)

ICF has the experts in-house that can assist the City with required consultations. Our staff have established relationships with permitting agencies, such as the California Department of Fish and Wildlife, Regional Water Quality Control Board, U.S. Army Corps of Engineers, and many others. We commonly represent our clients in permitting negotiations, and have a good working relationship to come to win-win compromises. We also have relationships with certain Native American Tribes, and commonly conduct outreach to tribal representatives as part of preparation of EIRs and cultural resources studies. As part of the AB52 consultation process, typically consultation is an agency-to-agency process. However, ICF cultural resources specialists can help the City navigate through the process, and work with the City during the consultation as necessary.

Conduct Scoping Meetings

Scoping meetings are generally required as part of most EIR processes. The format of scoping meetings can take different forms, from a standard presentation and solicitation of comments, to more of an open house informal gathering. ICF can help the City to determine the most appropriate outreach methods, and assist in planning, logistics, implementation, and facilitation of the meeting. For more complex matters, ICF has community outreach specialists that can assist throughout the processes.



Additional, Unique Services

Many firms provide the minimum qualifications and have a basic understanding of CEQA, or provide CEQA services as an “add-on” to an existing core business focus like General Plan or Specific Plan policy work. In contrast, ICF is a full-service environmental firm with a focused and longstanding commitment to the preparation of CEQA documentation. As such, we bring several uniquely relevant benefits to the City for this on-call contract, discussed below.

CEQA Advisory Support Services: Instant Access to Our Experts

We understand that the City may require advisory support services on an as-needed basis. Under this contract, ICF is prepared to provide environmental consultation, advisory, and review services for City staff as an extension of staff. Chad Beckstrom will be the main point of contact, with the potential for additional consultation with ICF’s legal counsel and/or technical experts, as needed.

ICF will work with City staff during the preliminary review of discretionary project applications to help determine the most appropriate environmental clearance process. Our team brings the applied knowledge of CEQA and the breadth of expertise to help the City weigh the potential risks and rewards associated with the various approaches that could be pursued. Often times this decision can be made by professional judgment and instinct, but occasionally requires a more objective approach.

Environmental Education Program: Expertise Beyond the Project Environment

ICF’s Environmental Education Program offers a formal training ground for clients and other consultants to learn from recognized CEQA/NEPA experts. In the history of the program, we have conducted more than 200 workshops, seminars, and training programs covering CEQA compliance, environmental impact assessment, mitigation measure development and monitoring, and regulatory compliance. We bring this same passion and enthusiasm for teaching and coaching to our own staff, which results in a solid understanding of CEQA issues and high quality work products across the board. Chad and Terry frequently teach CEQA and NEPA courses both internal and to our clients.

Legal Counsel: Defensibility to Prevent or Overcome Litigation Challenges

We recognize that preparing legally defensible and compliant environmental documents can depend significantly on the expertise and knowledge of the environmental consultant, and ICF is dedicated to providing our clients with the means to help avoid and better defend against legal challenges. Not only do we have environmental attorneys on staff, we also have some of the authors of the CEQA Deskbook (Ron Bass, JD and Terry Rivasplata) in our firm to advise our clients on the difficult CEQA questions that may arise during preparation of an environmental document. Successful preparation of a high-quality document involves a thorough understanding of environmental regulations. Our attorneys and planners keep abreast of the most current CEQA guidelines and court decisions. We are particularly proud of one of our successes—the EIR that our firm prepared on behalf of the City of Orange for The Irvine

Company's Santiago Hills II and East Orange Planned Communities was upheld by the courts after being litigated by the Sierra Club.

Up-to-Date Knowledge of CEQA Guidelines: Reliable Information All the Time

Our project managers and technical staff stay well versed on all of the latest updates to the CEQA Guidelines, recent legislation, as well as the latest case law decisions. We proactively seek out opportunities to help our clients navigate the tough issues.

Prepare Full Range of Technical Studies In-House

In addition to providing a full range of CEQA services, ICF has extensive capabilities in-house to address nearly all of the multidisciplinary topics covered by CEQA. These services may be part of a CEQA document, or may be stand-alone studies when specific expertise is desired. A description of our capabilities in the respective technical disciplines follows.

Noise

ICF conducts environmental noise analyses related to a wide variety of development projects, including vibration, which can be an issue with infill development. Our noise experts are well versed in the technical aspects of environmental noise analysis and their application to CEQA and NEPA documents. We identify and evaluate potential noise impacts associated with development projects, conduct acoustical studies to identify potential impacts, and develop cost-effective mitigation measures (such as sound walls, noise-attenuating building construction, and site planning) that can be incorporated into project designs. ICF's noise specialists are skilled in a variety of tools used to assess noise and vibration impacts, including conducting noise monitoring using sound level meters to measure a variety of noise source levels and several computer-based models to analyze noise from construction, motor vehicles, trains, aircraft, and blasting.

Air Quality/Greenhouse Gas Emissions/Climate Change

Air quality analysis is an integral part of the environmental impact analysis and environmental permitting processes. We provide air emissions inventories and forecasts; Clean Air Act compliance; air modeling of stationary, area, and mobile sources; air permitting, including Prevention of Significant Deterioration, New Source Review, Title V, and Best Available Control Technology evaluations; air quality management plans; air toxics emissions inventories and regulatory support, including health risk assessments; emission reduction credits and trading; odor and visibility impact assessments; and transportation and general conformity determinations.

Biology

ICF biologists are well trained in conducting focused surveys for sensitive species, resource mapping, impact analyses, development of feasible and acceptable mitigation, and monitoring of mitigation measures during and following construction. We have conducted Natural Community Conservation Plan consistency analyses, habitat assessments, and focused surveys in the area. Our biologists have extensive experience with species in the region,



including coastal California gnatcatcher, least Bell's vireo, southwestern willow flycatcher, fairy shrimp, and sensitive plant species including intermediate mariposa lily, many-stemmed dudleya, and southern tarplant.

Cultural Resources

With eight in-house archaeologists based in southern California, we bring expertise in most aspects of prehistoric and historic archeological resources. We are experienced in performing numerous archaeological surveys and excavations, preparing impact evaluation and recordation reports, and providing laboratory analysis and curation of prehistoric and historical materials. We provide a full range of services related to archaeological investigations, including Phase I surveys, archaeological excavation for Phase II testing and evaluation, Phase III data recovery, and cultural resources monitoring. Our cultural resources management experience also includes Native American resources and consultation, implementation of state and federal regulations pertaining to the management of archaeological resources, preparation of cultural resources management and mitigation plans, and State Historic Preservation Officer (SHPO) consultation.

Geology and Soils

ICF offers in-house capabilities with substantial experience identifying and mitigating geotechnical and geologic hazards. Additional capabilities include analyzing the geologic setting, anticipated earth units, soil conditions, faulting and seismicity, seismic parameters, liquefaction, potential geologic hazards, erodible soils, unstable slopes, and unique geological or physical features. Registered geologists also review geologic maps, geotechnical reports, soil surveys, fault hazard maps, topographic maps, and historical aerial photographs, and develop appropriate mitigation measures.

Hazardous Materials

ICF offers expertise in the evaluation of potential impacts related to hazards and hazardous materials associated with any project, including analyzing the handling, storage, or transport of hazardous materials; the presence of and potential exposure to any existing hazardous materials; potential hazardous emissions caused by a project, or exposure of populations to existing harmful emissions; a project's proximity to potential wildland fire hazard zones that could represent hazards; and any conflict associated with existing emergency response or evacuation plans. ICF also provides Phase I and Phase II environmental site assessments, environmental liability assessments, site investigation, agency consultation, remediation planning strategies, and site remediation support.

Hydrology and Water Resources

ICF maintains expertise in a broad range of water resources disciplines. Our services include hydrology and hydraulics (surface and groundwater modeling, floodplain modeling and mapping, dam and levee failure analysis, water supply and allocation studies, geomorphology, and sediment transport), water resources management, National Pollutant Discharge Elimination System and Clean Water Act compliance, constructed wetlands design assistance and mitigation monitoring, aquatic ecology and fisheries studies, and habitat restoration studies.

Regulatory Permitting

Our regulatory compliance staff brings a deep familiarity with applicable state and federal laws and permits, including the requirements of Section 401 and 404 of the Clean Water Act (including National Pollutant Discharge Elimination System and urban runoff discharge permit requirements), Section 1602 of the California Fish and Game Code, Sections 7 and 10 of the federal Endangered Species Act, California Endangered Species Act, and State Porter-Cologne Act. Our regulatory permitting team can provide the full suite of services needed to address federal and state jurisdictional waters and wetlands, including delineations, permit applications, agency consultations, and habitat mitigation monitoring plans.

Visual/Aesthetics

ICF offers expertise in visual/aesthetic resources, including visual resource management and digital terrain modeling (DTM). Our capabilities include 3-D modeling that substantiates the accuracy of design visualizations, extensive use of GPS and GIS technologies, accurate and dramatic portrayals of post-project conditions, and mitigation visualizations that demonstrate commitments to visual resource management. Additional capabilities include DTM generated in a CAD environment to combine existing ground and proposed grading and improvements, thereby visually illustrating the extent of landform alteration. These surface models incorporate grading plans and DTM-generated existing ground, correction to 3-D views from any observation point, and viewshed delineation.

Restoration/Mitigation

ICF has an expert team of hydrologists, geomorphologists, restoration ecologists, botanists, and landscape architects who provide restoration and mitigation planning, conceptual and detailed restoration designs, construction oversight, contractor training, monitoring and adaptive management, and public access and recreation planning. Our staff includes individuals who have completed and provided trainings on the requirements of the 2008 U.S. Environmental Protection Agency (EPA)/USFWS Mitigation Rule and that helped author the USACE South Pacific Divisions 2015 Mitigation and Monitoring Guidelines, 2014 Uniform Performance Standards, and 2013 Mitigation Ratio Checklist. By incorporating innovative, cost-effective measures in all project designs while meeting the agencies' requirements, we effectively help clients achieve desired project goals and targeted benefits within realistic timeframes. We have worked as both the contractor and the designer on projects and constantly improve our methodologies to maintain a realistic approach to restoration.

Construction Monitoring

ICF brings proven experience and expertise in construction monitoring, compliance support, and agency coordination for small- and large-scale infrastructure, stormwater, and maintenance projects in the western United States. ICF's monitoring specialists offer expertise in biological resources, cultural and historic resources, and noise and vibration impact assessments and associated regulatory compliance, and serve to ensure that project construction deadlines are met in a way that meets permit requirements and mitigation plans. Our experts effectively translate resource issues and regulatory requirements into practical field-ready protocols, and regularly train construction crews to recognize and avert potential compliance violations related to prehistoric artifacts, wetlands and streams, and endangered plants and animals.



ICF monitoring specialists are experienced in developing custom tools and programs to facilitate data collection and reporting outputs for large, complex projects. Our compliance monitors bring a strong understanding of navigating the complex processes of local, state, and federal regulatory requirements and have established relationships with regulatory agencies that allow them to manage potential resource conflicts and impacts quickly, minimizing construction delays.

Our monitoring services include the following:

- Pre- and post-construction monitoring
- Biological monitoring
- Compliance monitoring
- Cultural resources monitoring
- Noise and vibration monitoring
- Hydroacoustic monitoring
- Paleontological monitoring
- Water quality monitoring

GIS

Our Irvine office is the home base to our southern California GIS Team. We have extensive experience in GIS implementation planning and needs assessment; GPS surveys and field data collection; geodatabase design, compilation, and quality control; cartographic design and production; geospatial analyses and decision-support systems; application and model development; and integration with advanced visual simulation and animation tools. We maintain state-of-the-art computing and networking equipment, GIS and imagery analysis software, and a library of geospatial databases to support our application of GIS on a variety of projects.

Technical Editing

As a preparer of environmental documents for nearly 40 years, ICF offers the resources of a full-time, in-house technical editing/publications staff that assumes complete editorial responsibility for all documents prepared by our firm. They are skilled at reviewing and editing draft and final documents for proper grammar, spelling, style, tone, and completeness. Our staff of eight editors works closely with technical personnel to ensure that all components are smoothly integrated into a timely, effective, and literate publication. Our editing staff develops templates and style guides to assist clients who need their documents to follow a particular style or organization. All documents are edited by professional editors and formatted by publications specialists.

6. Attachments

The following attachments are provided:

- A. Disclosure of Employee Relationships and Financial Interests
- B. Certificate of Non-Discrimination
- C. Acceptance of Professional Services Agreement
- D. Resumes of Key Staff



Attachment A. Disclosure of Employee Relationships and Financial Interests

Attachment: Attachment 2 - Draft Professional Services Agreement With ICF (1676 : PSA for On-Call CEQA Consultants)



**CITY OF LAGUNA HILLS
DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS**

NAME OF CONSULTANT: ICF Jones & Stokes, Inc.

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY EMPLOYEES:

None

DISCLOSURE - FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES IN THE ENTITY:

None

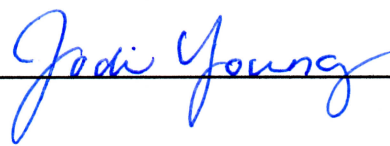
I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Signed this 28th day of June, at Sonoma County

 , California.

Name: Jodi Young

Title: Contracts Manager

Signature: 

Attachment: Attachment 2 - Draft Professional Services Agreement With ICF (1676 : PSA for On-Call CEQA Consultants)

Attachment B. Certificate of Non-Discrimination

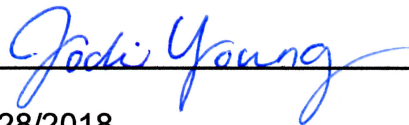


**CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION**

I hereby certify on behalf of ICF Jones & Stokes, Inc.
(Consultant) that all persons employed by this company are, and shall be treated fairly without regard to race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Civil Rights Act of 1964, the Unruh Civil Rights Acts, and the Americans with Disabilities Act.

Name: Jodi Young

Title: Contracts Manager

Signature: 

Date: 06/28/2018

Attachment: Attachment 2 - Draft Professional Services Agreement With ICF (1676 : PSA for On-Call CEQA Consultants)

Attachment C. Acceptance of Professional Services Agreement

Attachment: Attachment 2 - Draft Professional Services Agreement With ICF (1676 : PSA for On-Call CEQA Consultants)





August 31, 2018

Mr. Jay S. Wu, AICP, Senior Planner
City of Laguna Hills
24035 El Toro Road
Laguna Hills, California 92653

**Subject: City of Laguna Hills Professional Services Agreement
On-Call CEQA Consulting Services**

Dear Mr. Wu:

ICF Jones & Stokes, Inc. (ICF) is ready and willing to execute the City of Laguna Hills' (City's) Professional Services Agreement, as provided in the City's Request for Qualifications for On-Call CEQA Consulting Services, dated June 1, 2018.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chad Beckstrom", with a stylized flourish at the end.

Chad Beckstrom, AICP
Principal

A handwritten signature in blue ink, appearing to read "Trina L. Fisher", with a stylized flourish at the end.

Trina L. Fisher
Contracts Administrator

EXHIBIT “B”

CITY OF LAGUNA HILLS
REQUEST FOR QUALIFICATIONS (RFQ) AND REQUEST FOR PROPOSALS (RFP)
FOR
ON-CALL CEQA CONSULTING SERVICES
DATED: June 1, 2018

CITY'S CONSOLIDATED RFQ AND RFP



Request for Qualifications for On-Call CEQA Consulting Services

City of Laguna Hills
Community Development Department

Issue Date: June 1, 2018
Response Deadline: June 29, 2018

24035 El Toro Road
Laguna Hills, CA 92653

www.lagunahillsca.gov

p. 949-707-2600
f. 949-707-2633

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Overview

June 1, 2018

**SUBJECT: Request for Qualifications
On-Call CEQA Consulting Services**

Dear Proposers:

You are invited to respond to this Request for Qualifications to provide on-call CEQA consulting services to the City of Laguna Hills. Several consulting firms will be selected to enter into five-year Professional Services Agreements with a tentative start date of September 17, 2018. Although the Agreements will not have any annual compensation limits, there is no guarantee of any compensation for any given firm as all work will be based upon the issuance of task orders as needed to fulfill the City's needs.

Please provide your Proposal along with a separate and sealed Fee Proposal by:

June 29, 2018, before 5:00 pm

Please refer to the following pages for Proposal requirements. Please contact me at (949) 707-2662 or jwu@lagunahillsca.gov if you have any questions about this Request for Qualifications.

Thank you for your interest.

Sincerely,

Jay S. Wu, AICP
Senior Planner
City of Laguna Hills

Introduction

The City of Laguna Hills invites qualified environmental planning firms to submit written proposals for on-call California Environmental Quality Act (CEQA) consulting services. Should an award of contract be made, the selected Proposer(s) will enter into a Professional Services Agreement with the City of Laguna Hills to provide on-call CEQA consulting services, as identified in the Scope of Services section in this RFQ.

RFQ Schedule of Events

Event	Date
RFQ Issued	June 1, 2018
Deadline for Proposal Submission	June 29, 2018 (5:00 pm)
Consultant Interviews*	Week of July 9, 2018
Approval of Professional Services Agreement	Week of September 10, 2018
Expected Contract Start Date	Week of September 17, 2018

* The City will determine if any Consultant interviews will be held. An interview is not required in order to be selected to provide Consulting Services to the City.

RFQ Coordinator

The RFQ Coordinator will be the sole point of contact for this RFQ. All communications concerning this RFQ must be submitted via email to the RFQ Coordinator identified below:

Jay S. Wu, AICP, Senior Planner
Email: jwu@lagunahillsca.gov

Proposal Preparation Costs

The City will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

RFQ Amendment and Cancellation

This solicitation does not commit the City to award a contract. The City reserves the unilateral right to amend this RFQ in writing at any time. The City also reserves the right to cancel or reissue the RFQ at its sole discretion. If an amendment is issued, it will be provided to all Proposers. Proposers will respond to the final written RFQ and any exhibits, attachments, and amendments.

Proposal Response Requirements

Instructions and Procedures for Submittal

Proposers must submit two sealed sets. The first set includes one (1) original signed Master copy and one (1) electronic copy (a single .pdf file is required on CD or Flash Drive, which will not be returned) of the Proposal. The second set consists of one (1) original signed Master copy of the Fee Proposal.

The sets should be combined into a single proposal package, and should be clearly labeled as follows:

Mr. Jay S. Wu, Senior Planner
 Proposal for On-Call CEQA Consultant (Do Not Open)
 Name of Proposer
 Proposer's Address
 Proposer's Contact Person
 Proposer's Telephone Number

The proposal package should be mailed, couriered, or hand delivered to the City of Laguna Hills City Hall Front Desk, 24035 El Toro Road, Laguna Hills, CA 92653.

Proposals must be submitted no later than 5:00pm on the proposal deadline date detailed in the RFQ Schedule of Events. Proposals received after this time and date will be returned unopened.

Proposers are solely responsible for ensuring their submitted proposal is received by the City in accordance with the solicitation requirements, before the submittal deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic mail, facsimile, or telephonic proposals or modifications will be considered unless specified. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in this Request for Qualifications. Deliveries made before the submittal deadline, but to the wrong City office, will be considered non-responsive unless re-delivery is made to the office specified before the submittal deadline. All proposals shall become the property of the City.

Proposal Format

The City discourages lengthy and costly proposals. Proposals should be prepared simply and economically, and provide a concise description of the Proposer's company, qualifications, and capabilities to satisfy the requirements of this RFQ. Emphasis should be on completeness and clarity of content. Glossy sales and marketing brochures are not necessary or desired.

Proposals should be organized consistent with the outline provided in this section of the RFQ. Proposers must follow all formats and address all portions of the RFQ set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFQ for use in responding to the RFQ, provided that the proposal clearly addresses all of the City's information requirements.

Proposals must be no more than 20 pages (10 sheets of paper, including cover letter and any appendix), and must consist of the following:

1. Cover Letter

The cover letter will include general information about the consultant firm and a description of the consultant's understanding of the scope of services. Please identify a project manager(s), and provide address, telephone number, and email for the project manager(s). The Cover Letter must be signed by a corporate official that is designated to execute Professional Service Agreements.

2. Key Personnel (Project Managers)

The proposal shall include the names and resumes of all Project Managers who will be assigned to perform or coordinate services pursuant to the contract. If sub-contractors are to be used as part of this proposal, qualifications of the subcontractor and relevant experience is to be included. The City shall not allow any proposed additions or substitutions of personnel without prior written approval.

3. Relevant Experience & References

Provide a brief overview of your firm's experience, and a minimum of five relevant CEQA projects, including references for those projects. The projects identified should demonstrate the ability to perform the tasks listed in the Scope of Services section in this RFQ. The references should identify the client, a contact name, telephone number, and email address.

4. Attachments

The Proposal should include a Disclosure of Employee Relationships and Financial Interests, Certificate of Non-Discrimination, and a letter stating the Consultant is ready and willing to execute the City's form Professional Services Agreement. Samples of these documents are located in the Appendices of this RFQ.

5. Fee Proposal (Separate Set)

One copy of the Consultant Fees and Hourly Rate schedules shall be provided in a separate sealed envelope. The Consultant Fees and Hourly Rates shall remain unchanged from September 17, 2018 through September 30, 2020. Thereafter, a request to adjust the fees and rates may be submitted once per year and equal to the value of the change of the Consumer Price Index for the Los Angeles/ Orange County area, not to exceed five percent per year, at the sole discretion of the City. Compensation for any particularly assigned scope of work will be determined on a task-order basis as agreed based upon the Consultant Fees and Hourly Rates.

Proposal Notes

The Professional Services Agreement shall be a non-exclusive Agreement to provide consulting services to the City on a task-order basis. The City reserves the right to retain additional consultants as needed. The City reserves the right to reject any proposals and to negotiate with any consultants.

All costs incurred in the preparation of this Proposal and information to clarify the Proposal, prior to the award of a Professional Services Agreement, shall not be compensable.

Once the Consultant executes the Professional Services Agreement, the ability to provide services to any other public or private entities within the City of Laguna Hills for the duration of this Agreement will be considered on a case-by-case basis.

This Request for Qualifications and the Consultant Proposal shall be incorporated, by reference, as a part of the Professional Services Agreement.

Proposal Evaluation

An Evaluation Committee will review all proposals to determine which Proposers have qualified for consideration. The evaluation will include at least an initial review and a detailed review. The initial review will evaluate all submissions for conformance to stated specifications to eliminate all responses that deviate substantially from the basic intent and/or fail to satisfy the mandatory requirements. Only those proposals that meet or exceed the intent of the mandatory requirements will be further evaluated.

Submitted proposals will be evaluated on the following criteria:

- Quality, clarity, and responsiveness of proposal
- Ability to meet the needs of the City
- Proven technical ability
- Demonstrated ability to work in a cooperative and collaborative manner
- References for each application proposed
- Results of interviews, if necessary

The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and, if held, shall be after initial evaluation of Proposals is complete. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

Scope of Services

City Overview

The City of Laguna Hills is located in the San Joaquin Hills area of Orange County. The City is bounded by the Cities of Lake Forest and Irvine to the north, the City of Laguna Niguel to the south, Interstate 5 and the Cities of Mission Viejo and Lake Forest to the east, and the Cities of Aliso Viejo and Laguna Woods to the west.

The community is largely built-out, and predominantly residential in character. A number of neighborhood shopping centers are located throughout the City at the intersection of major roadways. Mixed use and light industrial areas are located in the northernmost portion of the community. The City's Urban Village Specific Plan area is a distinctive area that contains a mix of retail, office, financial, medical, residential, and transportation uses.

Division Overview

The City's Planning Division consists of a Community Development Director, Senior Planner, and Assistant Planner. The purpose of the On-Call CEQA Consulting Services contract is to ensure that sufficient resources are available should the need arise for CEQA-related matters. Although execution of any services will be administered through the Planning Division, the Consultant may need to collaborate with consultants that are under existing contracts with the Public Services Department.

Scope of Services

The Consultant may be asked to provide any number of services pertaining to the City's implementation of CEQA, including, but not limited to, the following:

- Conduct preliminary review of projects for CEQA purposes
- Prepare CEQA documents for the City, including, but not limited to:
 - Initial Studies in support of ND/MND/MMRP
 - Addendums to Environmental Impact Reports
 - Environmental Impact Reports
 - Notices of Intent/Preparation/Determination/Exemption
- Provide peer review of CEQA documents prepared by project applicants
- Conduct and/or support CEQA review for the following potential projects:
 - EIR for Urban Village Specific Plan Amendment
 - EIR for potential updates/amendments for the Five Lagunas project
 - EIR for potential projects within the Alicia Gateway Opportunity Area
 - Upcoming Housing Element Update (RHNA)
 - Potential updates/amendments to the General Plan
- Review CEQA/NEPA documents from neighboring jurisdictions/agencies
- Required consultations (i.e. NAHC)
- Conduct scoping meetings

The Consultant is invited to offer additional services at their discretion.

PROFESSIONAL SERVICES AGREEMENT
Placeworks, Inc.
On-Call Environmental Review Consulting Services

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 11th day of September 2018 by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California, (hereinafter referred to as "City") and PLACEWORKS, INC., a California corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified on-call environmental review consulting services firm for the purpose of ensuring that the City complies with all aspects of the California Environmental Quality Act, as well to provide the City with other as-needed environmental review, compliance, and planning and support services that may be required on an as-needed, on-call basis (the "Project").

B. In response to City's consolidated Request for Qualifications (RFQ) and Request for Proposals (RFP) for On-Call CEQA Consulting Services, dated June 1, 2018, Consultant has submitted to City a formal written proposal, dated August 31, 2018, to provide professional on-call environmental review services, as well as a full range of other as-needed environmental review, compliance, and planning and support services that may be required on an on-call basis, to City for the Project pursuant to the terms of this Agreement.

C. Consultant represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and expertise to provide these services to City for the Project and has agreed to provide such services as provided herein. City does not have the personnel or specialized technical expertise able to perform the work or services contracted for herein.

D. City desires to retain Consultant to provide such professional services for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the professional

environmental review consulting services to City for the Project as set forth in the Proposal/Scope of Work, dated August 31, 2018, which is attached hereto as Exhibit “A” and is incorporated herein by reference (hereinafter referred to as the “Scope of Services,” the “Services” or “Work”). As a material inducement to the City entering into this Agreement, Consultant acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, Consultant’s Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. Consultant represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Consultant’s signed, original Proposal/Scope of Work dated August 31, 2018 (“Consultant’s Proposal”) and submitted to City; and, (3) the City’s consolidated Request for Qualifications (RFQ) and Request for Proposals (RFP) dated June 1, 2018, which shall all be referred to collectively hereinafter as the “Contract Documents.” The Consultant’s Proposal and the City’s Request for Qualifications/Proposals, which are both attached hereto as Exhibits “A” and “B,” respectively, are hereby incorporated by reference and are made a part of this Agreement. All provisions of this Agreement, the Consultant’s Proposal, and the City’s Request for Proposals shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; (2nd) the provisions of the City’s Request for Qualifications/Proposals (Exhibit “B”); and (3rd) the provisions of the Consultant’s Proposal (Exhibit “A”).

1.3 Compliance with Law. Consultant shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. 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 Work and 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 performing the Work and Services. If Consultant performs any Work or Services in violation of such laws, rules, and regulations, Consultant shall be solely responsible for all penalties and costs arising therefrom. Consultant shall defend, indemnify, and hold City, its 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 such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services (Exhibit "A") or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Maximum Annual Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services

specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

1.9 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Consultant further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum annual contract amount of Five Hundred Thousand Dollars (\$500,000.00) (hereinafter referred to as the "Maximum Annual Contract Amount"), except as may be provided pursuant to Section 1.8 above. The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2. Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation/Fees (Exhibit "A"), in any month in which Consultant wishes to receive payment, no later than the tenth (10th) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Laguna Hills City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance.

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed, or on each task order, if applicable, and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit "A" and is incorporated herein by reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on September 11, 2018 and ending on September 10, 2023, unless extended by mutual written agreement of the Parties.

3.5 Task Orders. Consultant hereby agrees and acknowledges that any and all Services or Work performed pursuant to this Agreement shall be based upon the prior issuance of a written project task order by the City. Furthermore, Consultant hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first

having issued a project task order.

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and to make all decisions in connection therewith: *JoAnn C. Hadfield, Principal, Environmental Services*. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City, and is subject to change by the City Manager. It shall be the Consultant's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

4.4 **Independent Contractor.**

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Consultant, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of any Work or Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, representatives, agents, or subconsultants or subcontractors, Consultant shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 **PERS Eligibility Indemnification.**

A. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be

the responsibility of the City.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. **INSURANCE**

5.1 **Compliance with Insurance Requirements.** Consultant shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Consultant shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. If Consultant's existing insurance policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

5.2 **Types of Insurance Required.** As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Consultant shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. **Commercial General Liability Insurance.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. 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.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

C. **Workers' Compensation Insurance.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers' Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive

and obtain endorsements from its workers' compensation insurer waiving all subrogation rights under its workers' compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers' compensation insurance policies. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer's Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

D. Professional Liability (Errors & Omissions) Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, a policy of Professional Liability or Errors and Omissions Insurance appropriate to Consultant's profession with limits of at least two million dollars (\$2,000,000.00). Covered professional services shall specifically include all Work or Services to be performed under the Agreement and delete any exclusions that may potentially affect the Work or Services to be performed under this Agreement.

1. The policy shall be endorsed to provide the following: Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

2. If the policy of insurance is written on a "claims-made" basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing the Work or Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

3. In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Work or Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Work or Services under the terms of this Agreement.

5.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List of Approved Surplus Lines Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the Work or Services to be

performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

5.4 Insurance 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 written approval. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

A. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance 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; and

2. Additional Insured Endorsements: 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; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

3. Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant’s failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

B. For all policies of Commercial General Liability Insurance, Consultant shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

5.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance and shall protect the City, its officials, officers, employees, agents and volunteers, 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.

5.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees,

agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

5.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Consultant or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Consultant hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Consultant hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

5.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Consultant shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. 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 written approval. The certificates of insurance and original 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 and not replaced immediately so as to avoid a lapse in the required coverage, 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. Consultant shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

5.9 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

5.10 Enforcement of Agreement (Non-Estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

5.11 Insurance for Subconsultants. Consultant shall either: (1) include all subconsultants or subcontractors engaged in any Work or Services for Consultant relating to this Agreement as additional named insureds under the Consultant's insurance policies; or (2) Consultant shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including adding the City, its officials, officers, employees, agents and

volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Consultant's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Consultant shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section.

5.12 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

A. Consultant shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

B. All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

C. None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Consultant agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

F. Consultant agrees to provide immediate written notice to City of any claim, demand or loss against Consultant arising out of the Work or Services performed under this Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6. **INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged negligent acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and reasonable attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the City, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the City.

7. **REPORTS AND RECORDS**

7.1 Accounting Records. Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Work or Services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of such fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. Consultant shall ensure that all of its subconsultants and subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall

not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Consultant thirty (30) days written notice. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. In addition, Consultant reserves the right to terminate this Agreement at any time upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

8.4 Default of Consultant.

A. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

B. If the City Manager, or City Manager's designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's right to terminate this Agreement without cause pursuant to Section 8.3.

C. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.4(B), take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Annual Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided herein.

8.5 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and

complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

8.6 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.7 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees, expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of any state statute or regulation. Consultant represents and warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital

status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement.

A. To the fullest extent permitted by law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the alleged negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof, Consultant shall not be obligated to indemnify City under any settlement made without Consultant's consent or in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

<u>To City:</u>	City of Laguna Hills Attention: City Manager 24035 El Toro Road Laguna Hills, California 92653 Telephone: (949) 707-2600
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Facsimile: (949) 707-2633

To Consultant:

Placeworks, Inc.
Attention: JoAnn C. Hadfield, Principal
3 MacArthur Place, Suite 1100
Santa Ana, California 92707

10.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 Third Party Beneficiary. Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

10.9 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"). Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided

pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the City, its 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. The foregoing indemnity shall survive termination of this Agreement.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“CITY”
City of Laguna Hills,
 a California municipal corporation

 MELODY CARRUTH,
 Mayor

ATTEST:

 (SEAL)
 MELISSA AU-YEUNG,
 Assistant to the City Manager/ City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

“CONSULTANT”
Placeworks, Inc., a California corporation

By: _____
 Name:
 Title/Corporate Officer:

By: _____
 Name:
 Title/Corporate Officer:

EXHIBIT “A”**CONSULTANT’S PROPOSAL/ SCOPE OF WORK****DATED: August 31, 2018**

PROPOSAL/SCOPE OF SERVICES FOR PROJECT**INCLUDING,****SCHEDULE OF PERFORMANCE****AND****SCHEDULE OF COMPENSATION/ FEES**



Proposal to Provide On-Call Environmental Services to the City of Laguna Hills

CITY OF LAGUNA HILLS | REVISED AUGUST 31, 2018

Cover Letter



August 31, 2018

Jay S. Wu, Senior Planner
CITY OF LAGUNA HILLS
Planning Division
24035 El Toro Road
Laguna Hills, CA 92595

Subject: Comprehensive Statement of Qualifications to Provide On-Call CEQA Consulting Services

Dear Mr. Wu:

PlaceWorks is thrilled to have been selected as one of three final consultants to be considered for On-Call CEQA Consulting Services. We sincerely appreciate the City's patience and effort in negotiating specific language for a future service agreement, and we anticipate that this will lead to a long-term, successful working relationship.

As requested, we are happy to supplement the statement of qualifications that we submitted on June 29, 2018. We believe this submittal will provide the City with a more robust and in-depth understanding of PlaceWorks and its subconsultants. But please do not hesitate to ask for any additional information or specific work examples.

This comprehensive statement of qualifications is organized per instructions from the City and provides:

- **In-depth description of services provided.** PlaceWorks has an extensive team that offers integrated environmental, planning, and design services. Our scope of services was described in the previous SOQ and will be detailed further in this comprehensive SOQ. This document will also provide a more detailed understanding of the scope of services provided by our subconsultants.
- **CEQA staff resumes.** Our original SOQ included resumes of key environmental staff members and an organizational chart providing a more comprehensive view of the entire PlaceWorks team. In this document, we provide resumes of all team members as well as additional resumes for subconsultant staff.
- **Extensive project descriptions.** PlaceWorks has a large portfolio of projects, including repeat/ongoing master on-call services contracts with jurisdictions, general plans, specific plans, housing elements, and mixed use projects. A number of these projects were briefly described in the initial SOQ. This document will include a wider range of relevant projects described in depth. In-depth descriptions of subconsultant projects will also be included.

As shown in the Organization Chart, we are proud to team with the following highly respected subconsultants for this project:

- **IBI Group**, Transportation and Traffic
- **Stantec**, Transportation and Traffic
- **Glenn Lukos Associates**, Biological Resources
- **Cadre Environmental**, Biological Resources
- **Cogstone Resource Management**, Cultural and Paleontological Resources

We have long-standing working relationships with each of these consultants and many, many others. If a particular expertise be required, we will happily work with any subconsultant the City desires.

SCOPE OF SERVICES

From the RFQ, PlaceWorks understands that the City's future CEQA consulting needs will be potentially varied and comprehensive. We have experience with all types of CEQA documents—and with our large team of both CEQA generalists



and specialists (locally in Santa Ana), we are prepared to consult on any of the items listed in your proposed scope of services below. Note also, as substantiated in this qualifications submittal, PlaceWorks is a recognized firm in the preparation and processing of general plans, including individual elements (e.g., housing elements). Typically, our CEQA team works hand-in-hand with our planning team to concurrently prepare and process the required document (Program EIR) for these plans. The scope of services requested in the RFQ includes, but is not limited to:

- Conduct preliminary review of projects for CEQA purposes
- Prepare CEQA documents for the City, including, but not limited to:
 - Initial Studies in support of ND/MND/MMRP
 - Addendums to Environmental Impact Reports
 - Environmental Impact Reports
 - Notices of Intent/Preparation/Determination/Exemption
 - Provide peer review of CEQA documents prepared by project applicants
- Conduct and/or support CEQA review for the following potential projects:
 - EIR for Urban Village Specific Plan Amendment
 - EIR for potential updates/amendments for the Five Lagunas project
 - EIR for potential projects within the Alicia Gateway Opportunity Area
 - Upcoming Housing Element Update (RHNA)
 - Potential updates/amendments to the General Plan
- Review CEQA/NEPA documents from neighboring jurisdictions/agencies
- Required consultations (i.e., NAHC)
- Conduct scoping meetings

To demonstrate our approach on a specific project, Appendix B provides a copy of our proposed scope of work, cost estimate, and schedule for the Museum House Residential Project in the City of Newport Beach. This example is included to reflect PlaceWorks' diligent research to understand a project before starting any work. The critical path schedule is prepared to ensure that all team members are committed in order to achieve the lead agency's objectives.

JoAnn Hadfield, will serve as Principal-in-Charge/Project Manager, ensuring highest levels of quality control both of project work and client service. JoAnn has over 30 years of public and private planning experience and an extensive background in environmental planning and processing. Her contact information is provided below.

JoAnn C. Hadfield | Principal, Environmental Services

PlaceWorks, Inc.

3 MacArthur Place, Suite 1100 | Santa Ana, CA 92707

714.966.9220 x2319 | 714.966.9221 (fax) | jhadfield@placeworks.com

We look forward to growing our relationship with the City of Laguna Hills. This proposal shall remain valid for 90 days from the time of submittal. As a Principal, I am authorized to bind PlaceWorks to the contents of this submittal and to negotiate contracts on behalf of the firm. We look forward to an opportunity to speak with City staff about our qualifications and how we may assist the City in achieving its goals. Please contact me at 714.966.9220 or jhadfield@placeworks.com with any questions.

Respectfully submitted,

PLACEWORKS

JoAnn C. Hadfield

Principal, Environmental Services



Proposal to Provide On-Call Environmental Services to the City of Laguna Hills

CITY OF LAGUNA HILLS | REVISED AUGUST 31, 2018

SUBMITTED TO:

CITY OF LAGUNA HILLS

Planning Division

Jay S. Wu, Senior Planner

24035 El Toro Road

Laguna Hills CA 92653

949.707.2662 | jwu@lagunahillsca.org

SUBMITTED BY:

PLACEWORKS

JoAnn C. Hadfield

Principal, Environmental Services

3 MacArthur Place Suite 1100

Santa Ana CA 92707

714.966.9220 | jhadfield@placeworks.com

WITH:

IBI GROUP

STANTEC

CADRE ENVIRONMENTAL

GLENN LUKOS ASSOCIATES

COGSTONE RESOURCE MANAGEMENT

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APPENDIX: SAMPLE SCOPE OF WORK A-1

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1. KEY PERSONNEL

1. Key Personnel

STAFF ASSIGNMENTS

Name Title Role on Project	Education and Required Professional Licenses	Experience
PLACEWORKS		
JOANN C. HADFIELD Principal, Environmental Services <i>Principal in Charge</i>	■ BS, Urban Planning, University of Utah ■ Civil Engineering, California State University, San Diego (all engineering coursework for BS degree completed)	JoAnn specializes in managing CEQA/NEPA projects, CEQA peer review, and CEQA training/teaching. Current on CEQA legislation and a recognized CEQA/NEPA expert, she conducts environmental training for public sector clients and the AEP.
WILLIAM HALLIGAN, ESQ. Principal <i>Legal Defensibility</i>	■ JD, Chapman University School of Law (Special Emphasis: Environmental, Land Use and Real Estate Law) ■ BA, Social Ecology, University of California, UC Irvine (Special Emphasis: Environmental Analysis and Design)	Manages complex program and project EIRs, including general plans and community/specific plans; conducts CEQA/legal adequacy review; provides CEQA training/ teaching. Licensed attorney specializing in environmental and land use law.
NICOLE MORSE, ESQ. Associate Principal <i>Legal Defensibility</i>	■ JD, Business Law, Whittier Law School, Costa Mesa ■ BS, Applied Ecology, University of California, Irvine	Management of complex program and project EIRs, general plan EIRs, community plan/specific plan EIRs; CEQA/legal adequacy review; CEQA thresholds/ guidelines. Experience in downtown redevelopment, large master planned communities, urban infill, high-rise commercial-office, industrial, and mixed use projects.
JORGE ESTRADA Senior Associate <i>CEQA Project Manager/ Planner</i>	■ BS, Urban & Regional Planning, California Polytechnic State University, Pomona ■ Certificate in Engineering/ Architectural AutoCAD, California State University, Long Beach	Specializes in both environmental and community planning and design. Prepares and manages environmental documents and specific plans; entitlement services. Manages general plan and specific plan EIRs and MNDs.
ELIZABETH KIM Senior Associate <i>CEQA Project Manager/ Planner</i>	■ Master of Urban & Regional Planning, University of California, Irvine ■ BA, Environmental Analysis & Design, University of California, Irvine	Skilled in environmental analysis, policy analysis, and municipal planning; manages environmental documentation and constraints mapping; provides research and analysis for EIRs/MNDs.
ALICE HOUSEWORTH, AICP, LEED AP Senior Associate <i>CEQA Project Manager/ Planner</i>	■ BS, Urban & Regional Planning, California State Polytechnic University, Pomona ■ Certificate in Education Facilities Planning, University of California, Riverside ■ Certificate in Watershed Management, Chapman University	Management of program and project EIRs; CEQA/NEPA compliance; and mitigation monitoring. Certificates in Watershed Management and School Facilities Planning.
RYAN POTTER, AICP Associate <i>CEQA Project Manager/ Planner</i>	■ Master of Urban and Regional Planning, University of California, Irvine ■ BS, City and Regional Planning, California Polytechnic State University, San Luis Obispo	Experienced in CEQA analysis, project management, code compliance, designing urban infill and mixed use developments, and writing design guidelines for master-planned communities.

1. Key Personnel

Name Title Role on Project	Education and Required Professional Licenses	Experience
MICHAEL MILROY ASSOCIATE <i>CEQA Planner</i>	■ MS, Interdisciplinary Studies/ Neuroscience, California State University, Long Beach ■ BS, Biological Science, California State University, Long Beach ■ Certificate in Environmental Management, University of California, Irvine	Michael provides effective, to-the-point analyses—both as project manager for mitigated negative declarations and negative declarations and as a team member for numerous EIRs. He has experience preparing CEQA/NEPA documents and providing project management assistance and specializes in biological resources, hydrology and water quality, and GIS.
NICOLE VERMILION Associate Principal <i>Air Quality/GHG Lead</i>	■ Master of Urban & Regional Planning, University of California, Irvine ■ BS with Honors, Ecology & Evolutionary Biology, University of California, Santa Cruz ■ BA with Honors, Environmental Studies, University of California, Santa Cruz	Expert in air quality/GHG CEQA analysis and a SCAQMD CalEEMod beta tester. Prepares air quality/GHG technical studies for general/specific plans, and virtually all PlaceWorks CEQA documents. Provides air quality/GHG training/workshops and participates in the AEP Climate Change Committee and San Joaquin Valley Air Pollution Control District's CEQA GHG significance thresholds working group.
JOHN VANG, JD Associate <i>Air Quality/GHG Analysis/ Study</i>	■ Master of Urban Planning, Design, & Development, Cleveland State University ■ Juris Doctor, Cleveland-Marshall College of Law, Cleveland State University ■ BA, Anthropology, University of California, Los Angeles	John is a specialist on the air quality, greenhouse gas, and noise assessment team. His background and experience give him a solid foundation in quantitative and qualitative analysis—a valuable asset and indispensable to the assessment of environmental impacts. He completes and assists with technical analyses for a wide variety of projects—general plans and specific plans; schools; and developments with commercial, industrial, residential, and mixed uses.
JOSHUA CARMAN Senior Associate <i>Noise and Vibration Lead</i>	■ BA, Environmental Studies, University of California, Santa Cruz	Experience includes complex project- and program-level analyses of mixed-use development, traffic, transit, and transportation, community health risk assessments, vibration, industrial, infrastructure and utilities, telecommunications, hydroacoustics, and construction projects. Certified in the use of the FHWA's Traffic Noise Prediction Model (TNM) and the US EPA AERMOD air dispersion model.
ALEXIS WHITAKER, LEED AP Project Scientist <i>Noise Analysis</i>	■ BS, Environmental Science, University of California, Los Angeles	Brings a strong scientific background and deep understanding of environmental systems and a background in scientific research with technical skills in CalEEMod, GIS, and data management to the environmental planning team.
ISABEL GARCIA Project Planner <i>Noise Analysis</i>	■ BS, Acoustics, Columbia College, Chicago	Measures and analyzes noise data and assists with the preparation of stand-alone technical studies to support CEQA/NEPA compliance documents for projects such as residential, commercial, mixed-use, industrial, schools, and transportation.
FERNANDO SOTELO, PE, PTP Senior Engineer <i>Traffic/Parking Lead</i>	■ MS, Civil Engineering (Transportation), University of Southern California, Los Angeles ■ BS, Naval Engineering, University of Sao Paulo, Brazil	Professional traffic engineer with extensive CEQA experience and technical knowledge of transportation planning, including travel demand forecasting, traffic impact analyses, and parking demand studies. Up to date on recent CEQA legislation related to transportation planning.
KENNY PHAM, EIT Engineer <i>Traffic/Parking Analysis</i>	■ BS, Civil Engineering, Transportation Specialization, University of California, Irvine	Assists with gathering, analyzing, and modeling data for traffic, transportation, and parking studies, as well as assisting with the preparation of environmental analyses and documentation per CEQA and NEPA in the areas of transportation and traffic.

1. Key Personnel

Name Title Role on Project	Education and Required Professional Licenses	Experience
SCOTT ASHLOCK, ASLA Senior Associate <i>Shade/Shadow Analysis, Visual Simulations</i>	■ BS, Landscape Architecture, California State Polytechnic University, Pomona	Uses advanced skills in Adobe Creative Suite, ArcGIS, AutoCAD, 3DS Max, and SketchUp, tackles a wide range of aesthetic issues for a wide range of the most often complex of projects.
YUE ZHANG Designer <i>Shade/Shadow Analysis</i>	■ Master of Landscape Architecture, Utah State University ■ BEng. in Landscape Architecture, Southwest Jiaotong University	Specializes in graphic, document design, and illustrations that include maps, 3D models, and renderings. Proficient with graphics programs such as Adobe Suite, AutoCAD, SketchUp, GIS, and 3D max.
ALEX REYES Designer <i>Shade/Shadow Analysis, Visual Simulation</i>	■ BS, Landscape Architecture, California State Polytechnic University, Pomona	Prepares visual simulations, lighting studies, and shade/shadow analyses for environmental documents using his diverse knowledge of computer programs to quickly create a working product and adapt it to individual client needs.
MICHAEL G. WATSON, PG Associate Geologist <i>Geology/Geohazards Assessments</i>	■ BS, Geology, University of California, Riverside	Proficient in conducting site assessments, geohazard studies, air quality and industrial hygiene assessments, groundwater investigations, and remedial actions.
STEVE BUSH, PE Senior Engineer <i>Water Quality, Health Risk Assessment Lead</i>	■ MS, Chemical Engineering, UC Los Angeles ■ BS, Chemical Engineering, UC Santa Barbara	Registered Civil Engineer. Conducts air quality/GHG analyses and health risk assessments for various projects, including stormwater outlets/marsh areas. Proficient in different air quality modeling software such as CalEEMod2011, BREEZE7.
DINA EL CHAMMAS GASS, EIT Project Engineer <i>Hydrology/Water Quality, Health Risk Assessment</i>	■ Master of Engineering, Environmental and Water Resources Engineer, American University of Beirut, Lebanon ■ Bachelor of Engineering, Civil Engineering, American University of Beirut, Lebanon ■ MA, East Asian Studies, Maharishi University of Management, Fairfield, Iowa	Experience in the fields of sustainability, environmental engineering, and sustainable watershed management; has helped prepare environmental impact statements for large construction sites and performed field baseline studies and data modeling and assessment, working with EPA, EU, and WHO environmental legislation and regulations.
ROBYN CHACONAS, EIT Project Engineer <i>Role</i>	■ BS, Mechanical Engineering, Colorado School of Mines, Golden	Practical experience in engineering, construction, permitting, and community development. She is versed in oil and gas permitting, regulatory compliance, underground injection control, and oilfield waste management.
DENISE CLENDENING, PhD Associate Principal <i>Role</i>	■ PhD, Soil Physics, University of California, Riverside, 1988 ■ MS, Soil Science, University of California, Riverside, 1985 ■ BS, Geology, University of California, Riverside	Expertise in human health risk assessments, site assessments, and investigations of chemical waste, including at Resource Conservation & Recovery Act (RCRA) and Superfund sites.
KARL RODENBAUGH, DEnv Senior Scientist <i>Role</i>	■ DEnv, Environmental Science and Engineering, University of California, Los Angeles ■ MPH, Environmental Health Sciences, University of California, Los Angeles ■ BS, Biology, University of California, Riverside	Technical liaison between public and private entities in the areas of water quality, public health, risk assessment, air quality, ecology, and hazardous waste management, and has been responsible for environmental assessment and field projects worldwide.

1. Key Personnel

Name Title Role on Project	Education and Required Professional Licenses	Experience
ROBERT KAIN GeoSpatial Services Leader <i>GIS Lead</i>	■ BS, Urban and Regional Planning, California Polytechnic University, Pomona ■ AA, Architecture, Palomar College, San Marcos, CA	Robert is well versed in advanced and current planning practices in both the public and private sectors with expertise in processing complex discretionary applications—such as coastal development permits, variances, conditional uses permit, parcel maps, and tract maps. Robert’s experience includes GIS services for the following general plan updates: San Bernardino County, Newport Beach, Temple City, and San Clemente.
KIM HERKEWITZ Gis Manager <i>GIS</i>	■ BS, Geography, California State University, Long Beach	Significant experience combining and analyzing information from a variety of perspectives combining GIS with other applications such as Rhino 3D/RhinoTerrain, Mapbox/TileMill, and JavaScript/ HTML5 to highlight crucial information and make it more accessible.
HALLEY GRUNDY Project Planner <i>GIS/Visual Simulation</i>	■ BA, Architecture, Carnegie Mellon University	Strong graphics skills help to communicate in a user-friendly manner that resonates with a broad audience ideas informed by a background in architecture and real estate development that are well grounded in the ins and outs of design as well as the reality of market constraints and opportunities.
SUBCONSULTANTS		
IBI Group		
WILLIAM DELO, AICP Principal <i>Principal Traffic Engineer</i>	■ BA (Environmental Analysis and Design), University of California, Irvine	Experienced project manager, responsible for the successful completion of numerous projects ranging from traffic and parking studies to regional multi-modal transportation studies.
MIKE ARIZABEL Senior Transportation Planner <i>Traffic Project Manager</i>	■ BS (Civil Engineering) Specialization in Transportation Information Control Systems University of California, Irvine, CA	Leads the technical work for transportation planning, traffic engineering, and parking projects in Southern California, and is an expert on all traffic analysis software and tools.
KAREN M. SUJATA, PE Transportation Engineer <i>Traffic Analysis</i>	■ BS, (Civil Engineering), University of California, Irvine ■ MS, (Civil Engineering), University of California, Irvine	Experience in preparation of roadway striping plans, bike path plan and profile sheets, surface parking lot and parking structure plans, comprehensive evaluations and reports, multimodal level of service analyses, and traffic impact analyses for various transportation projects in California.
YONATHAN ESQUIVEL, EIT Transportation Engineer <i>Traffic Analysis</i>	■ BS, Civil Engineering – Transportation Systems, University of California, Irvine	Experience includes projects such as traffic impact analyses, circulation studies, transit feasibility studies, traffic control plans, and traffic signal design and modifications.
Stantec		
DARYL ZERFASS, PE, PTP Title <i>Principal Traffic Engineer</i>	■ BS, Civil Engineering, University of California, Irvine	Specializes in managing traffic studies for projects such as large-scale development projects, transportation studies for Specific Plans and General Plan updates, large-area transportation studies, corridor studies, transportation nexus fee studies, traffic model development, freeway facility and interchange studies for PSRs and PRs, and land-use related circulation studies.
MARIA MORRIS, AICP, PTP Senior Transportation Planner <i>Traffic Project Manager/ Planner</i>	■ BA, Environmental Analysis and Design, University of California, Irvine	Specializes in traffic studies in support of environmental impact reports, development projects, major highway improvement projects, Specific Plans, roadway improvement projects, circulation elements, and transit projects. Strong working relationships with various agencies, including Orange County Transportation Authority, Caltrans, and the City of Irvine.

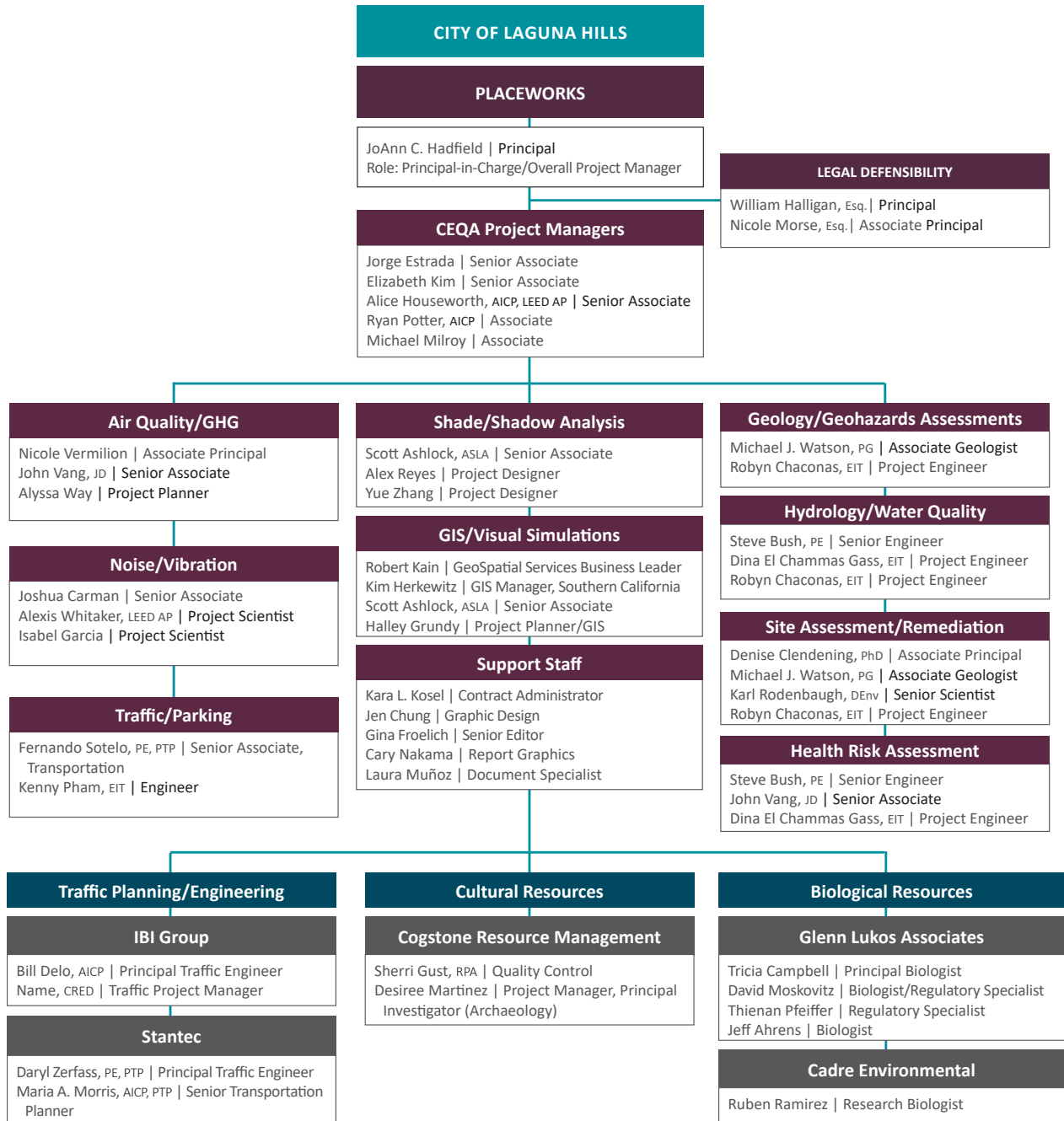
1. Key Personnel

Name Title Role on Project	Education and Required Professional Licenses	Experience
CATHERINE LAWRENCE, TE Transportation Engineer <i>Traffic/Transportation Analysis</i>	■ BS, Engineering, University of California, Irvine	Specializes in traffic studies in support of environmental impact reports, development projects, parking analyses, signal progression analyses, and freeway operations analyses. Strong working relationships with various agencies, including Caltrans, and the Cities of Irvine and Newport Beach.
Cadre Environmental		
RUBEN RAMIREZ Research Biologist <i>Biological Resources</i>	■ MS Biological Sciences, Cal Poly Pomona ■ BA Biological Sciences, Cal State Fullerton	Experience conducting focused habitat assessments, surveys and natural history research for federal and state listed flora and fauna for over 20 years throughout California.
Glenn Lukos Associates		
TRICIA CAMPBELL Principal <i>Principal Biologist</i>	■ BA, Biology, Cal State Long Beach	expertise is management of projects that are complex due to a combination of factors including types of federally- and/or state-listed resources present, regulatory and legal framework, multiple agency involvements, and/or large-sized projects. She is experienced with private development, transportation, government (local and state), and utility projects
DAVID MOSKOVITZ Principal <i>Senior Biologist/ Regulatory Specialist</i>	■ MS, Biology, California State University, Fullerton ■ BA, Biology, California State University, Fullerton	Conducts biological field investigations and reporting for CEQA and NEPA documents requiring detailed impact analyses including general habitat assessments, focused surveys for sensitive plants, animals, and nesting birds and wildlife movement and raptor foraging studies.
THIENAN PFEIFFER Principal <i>Senior Regulatory Specialist</i>	■ MS, Environmental Studies, California State University, Fullerton ■ BA, Environmental Analysis & Design, University of California, Irvine	Regulatory Specialist with experience in environmental science, environmental planning, project management, regulatory permitting, and mitigation design. She has participated in numerous wetland delineations, prepared several mitigation plans, assisted in preparing several CEQA documents.
JEFF AHRENS Senior Biologist <i>Wildlife Biologist</i>	■ MS, Environmental Studies, California State University, Fullerton ■ BS, Wildlife with Minor in Fisheries, California State University, Humboldt	Extensive background in wildlife ecology with expertise in biological investigations throughout Southern California. He also has conducted tree and sensitive plant surveys, vegetation mapping, heronry monitoring, and various wildlife movement studies using infrared cameras and track stations.
Cogstone Resource Management		
SHERRI GUST, RPA Program Manager <i>Cultural Resources Principal</i>	■ MS Anatomy (Evolutionary Morphology), University of Southern California ■ BS Anthropology (Physical), UC Davis	Has extensive experience conducting cultural and paleontological studies for a wide variety of land development and public works projects.
DESIREE MARTINEZ Vice President <i>Principal Investigator for Archaeology</i>	■ BA, Anthropology, University of Pennsylvania, Philadelphia ■ MA, Anthropology (Archaeology), Harvard University	Expertise prehistoric and historical archaeology, lithic analysis, and project planning, implementation, and completion of all phases of archaeological work. Experience includes compliance with CEQA, NEPA, NHPA Sec. 106, NAGPRA, SB 18, AB 52, and Native American consultation.
KIMBERLY SCOTT Vice President <i>Principal Investigator for Paleontology</i>	■ BS, Geology (Paleontology emphasis), California State University San Bernardino ■ MS, Biology (Paleontology emphasis), University of California, Los Angeles	Expertise in geoarchaeology, geology, paleontology and geomorphology as well development of management plans, mitigation implementation, fossil identification and analysis.

1. Key Personnel

TEAM ORGANIZATION

PlaceWorks has an exceptional team of passionate, innovative, and experienced staff and consultants, represented in the organization chart below, and the key personnel matrix on the following pages. Resumes are provided in the appendix.





JoANN C. HADFIELD

Principal, Environmental Services

JoAnn has 30 years of experience focusing on CEQA and NEPA compliance services. She has been responsible for document preparation and processing for hundreds of projects, including rail and highway improvement projects, water/wastewater projects, big-box commercial developments, downtown redevelopment projects, a waste-by-rail “mega” landfill, a heap-leach gold mine, sensitive coastal and hillside development projects, and large-scale mixed-use communities. JoAnn is well versed in the entire environmental process, particularly project scoping, environmental documentation, public noticing and participation, and resource permitting. She has a working knowledge of and ongoing relationships with a myriad of federal, state, regional, and local agencies.

JoAnn’s experience also encompasses policy planning; site-specific, community, and regional land use planning; and entitlement and regulatory permit processing. Her public sector work has included the preparation of housing plans, transportation and air quality studies, and Local Coastal Plans, while her private sector experience has included specific plan preparation and general plan amendments, zone changes, conditional use permit entitlement processing, and coastal development permits. JoAnn’s experience includes coordination and processing of regulatory permits, including US Army Corps of Engineers Section 404 Permits, California Department of Fish and Game Streambed Alteration Permits, RWQCB Section 401 Water Quality Certifications, and National Pollutant Discharge Elimination System permits.

HIGHLIGHTS OF EXPERIENCE

- » Irvine CEQA Manual | Irvine CA
- » Uptown Newport EIR | Newport Beach CA
- » Newport Beach Land Use Element EIR | Newport Beach CA
- » Hyatt Regency Expansion EIR | Newport Beach CA
- » Highland General Plan Update EIR | Highland CA
- » El Monte General Plan Update EIR | El Monte CA
- » Santa Ana Circulation Element Update EIR | Santa Ana CA
- » Santa Ana Housing Element Update EIR | Santa Ana CA
- » Industry Housing Element EIR | Industry CA

ENVIRONMENTAL SERVICES

- » Amtrak, Los Angeles Union Station Run-Through Tracks EIS/EIR | Los Angeles CA
- » Canyon Park Specific Plan | Los Angeles County CA
- » North Lake Specific Plan | Los Angeles County CA
- » Rancho Malibu Project | Los Angeles County CA
- » Environmental/Regulatory Permitting for Public Works projects and County staff training in CEQA/NEPA/Regulatory Permitting | Orange County CA
- » Greenspot Village & Marketplace Specific Plan EIR | Highland CA
- » Fresno El Paseo EIR | Fresno CA
- » Cimarron Valley Estates EIR | Riverside County CA
- » Saddle Creek/Saddle Crest Final EIR & Mitigation Monitoring Plan | Trabuco Canyon CA
- » OCSD Supplemental Full Secondary Treatment CEQA Documentation for Collection System Improvements | Orange County CA
- » East Lake Specific Plan Supplemental EIR | Lake Elsinore CA

EDUCATION

- » BS, Urban Planning, University of Utah
- » Civil Engineering, California State University, San Diego (all engineering coursework for BS degree completed)

AFFILIATIONS

- » ULI Orange County/Inland Empire, Infrastructure Council, Assistant Vice Chair
- » Association of Environmental Professionals, former Vice President of Programs

Team member since 2004

JoANN C. HADFIELD

Principal

jhadfield@placeworks.com

- » Mountain View Avenue Bridge Widening | Loma Linda CA
- » Hemet Stockfarm EIR | Hemet CA
- » Garrett Ranch Specific Plan EIR | Hemet CA
- » North Main Street District Specific Plan, Environmental Compliance | Corona CA
- » Crest View/Wal-Mart General Plan Amendment, Zone Change, and CUP Project EIR | Huntington Beach CA
- » Crown Valley Elementary Ball Field Lighting Project | Laguna Niguel CA
- » Barbadanes Park Master Plan | Mission Viejo CA
- » El Sobrante Landfill Project EIR | Riverside County CA
- » Chula Vista Urban Core Specific Plan EIR Third-Party Review | Chula Vista CA
- » Bolo Station/RailCycle Landfill Project | San Bernardino County CA
- » Port of Long Beach Liquified Natural Gas Import and Distribution Terminal Third-Party Review | Long Beach USD

SPEAKING ENGAGEMENTS

- » “Examining Potential Consequences and Solutions: Diverse Perspectives on SB 743” | 2015 AEP CA State Conference, Santa Barbara CA
- » CEQA Advanced Workshop | AEP Orange County, CA, 2011–2015
- » “Against All Odds: Infill Land Use Compatibility for the Uptown Newport Mixed-Use Project” | 2014 AEP CA State Conference, Huntington Beach CA
- » CEQA Basics Workshop | AEP Orange County, CA, 2008, 2009, 2013
- » CEQA Basics Guest Lecture | CSU Fullerton, UC Irvine, Chapman University
- » Individualized CEQA Training | Shopoff Group, OC Public Works, Building Industry Association, Urban Land Institute
- » “Urban Decay Analysis: Are You Serious?” | 2010 AEP CA State Conference, Palm Springs CA
- » “Defensible, Not Gold Plated: Preparing Cost-Effective, Comprehensive and Meaningful EIRs” | 2009 AEP CA State Conference, San Francisco CA



WILLIAM HALLIGAN, Esq.

Principal, Environmental Services

In over 25 years of both public and private sector planning experience, Bill has prepared environmental documents for a diverse range of projects, including small-scale residential and large planned communities, high-rise commercial office, industrial, and mixed use. Specific key projects include the The Ontario Plan EIR, Anaheim General Plan and Zoning Code Update, General Plan Amendment and Zone Change EIR for the Northern Sphere Area in Irvine, and the LA County General Plan Update EIR. In addition, Bill was involved in extensive discussions and negotiations with the State Attorney General's office regarding the analysis of greenhouse gas emissions in project EIRs.

Bill earned a Juris Doctor degree specializing in environmental and land use law from the Chapman University School of Law. He is an active member of the American Bar Association and the Orange County Bar Association, and served as Chapter President of the Orange County Chapter of the Association of Environmental Professionals (AEP). He is a frequent guest lecturer on the California Environmental Quality Act (CEQA) and associated case law for AEP's CEQA Workshop Series, UC Irvine's Graduate School of Management Program, UC Riverside, and Cal Poly, Pomona. In addition to CEQA documentation, Bill also provides third-party review for legal adequacy of EIRs prepared by other consultants. His diverse background provides him with a unique understanding of planning and zoning law, CEQA, and the National Environmental Policy Act (NEPA).

As a member (and former chair) of AEP's Legislative Review Committee, Bill works directly with AEP's lobbyist and the State Legislature on proposed legislation related to CEQA. The committee provides analysis, prepares comment letters, and conducts direct lobbying on legislative bills relating to CEQA. This includes meetings with Sacramento legislators and staff, major regulatory officials, and the Governor's Office of Planning and Research. He recently taught a "CEQA Basics" class at the capitol for legislators and staffers.

With Bill's input, environmental documents prepared by PlaceWorks can continually withstand legal challenge.

HIGHLIGHTS OF EXPERIENCE

GENERAL PLAN EIRs

Bill has overseen and/or managed general plan EIRs for:

- » Anaheim
- » Downey
- » El Monte
- » La Habra
- » Ontario
- » Palm Springs
- » San Bernardino
- » Torrance
- » Los Angeles County
- » San Bernardino County

CEQA ENVIRONMENTAL SERVICES

- » Antelope Valley Area Plan EIR | Los Angeles County CA
- » Anaheim Canyon Specific Plan EIR | Anaheim CA
- » Plaza Hotel EIR Addenda | Anaheim CA
- » Honda Center EIR | Anaheim CA

EDUCATION

- » JD, Chapman University School of Law (Special Emphasis: Environmental, Land Use and Real Estate Law)
- » BA, Social Ecology, University of California, Irvine (Special Emphasis: Environmental Analysis and Design)

REGISTRATIONS

- » State Bar of California No. 213680

AFFILIATIONS

- » Association of Environmental Professionals, Legislative Review Committee
- » American Bar Association
- » Orange County Bar Association

Team member since 2004

WILLIAM HALLIGAN

Principal

whalligan@placeworks.com

- » Beach Boulevard Corridor Specific Plan EIR | Anaheim CA
- » Anabella Hotel EIR Addendum | Anaheim CA
- » The Platinum Triangle Subsequent EIR | Anaheim CA
- » A-Town Metro EIR Addendum | Anaheim CA
- » Olson Company Housing Opportunities SEIR | Anaheim CA
- » AERA Master Planned Community EIR | Diamond Bar CA
- » Hampton Inn & Suites Specific Plan and IS/MND | Claremont CA
- » NFL Stadium CEQA Review | Industry CA
- » Orange County Great Park EIR Addendums, Third-Party Review, and Tree Permit | Orange County CA
- » Irvine Technology Center/Greenlaw Partners Project EIR | Irvine CA
- » Great Park Neighborhoods Supplemental EIR | Irvine CA
- » Irvine Business Complex Program EIR | Irvine CA
- » Gene Autry Experience EIR | Anaheim CA
- » Vila Borba Program EIR | Chino Hills CA
- » UC Irvine Cal (IT)2 Research Facility Tiered IS/MND | Irvine CA
- » Shell Master Planned Community EIR | Yorba Linda CA
- » Yorba Linda Town Center EIR | Yorba Linda CA
- » The Westfield Shoppingtown Expansion EIR | Arcadia CA
- » Corona and Valley View Street Extensions EIR | Norco CA
- » Messiah Lutheran Church Expansion | Yorba Linda CA
- » Adventure City Specific Plan MND | Stanton CA
- » Bake Parkway/Marine Way Realignment Addendum | Irvine CA
- » Orange Coast Memorial Hospital EIR | Fountain Valley CA
- » Los Caballeros Sports Club MND | Fountain Valley CA

THIRD-PARTY CEQA/NEPA REVIEW

- » Foothill South Supplemental EIR | San Clemente CA
- » Ridgeline Equestrian Estates | Orange CA
- » Stadium Lofts MND | Anaheim CA
- » Canyon Hills Manor Wedding Chapel EIR | Anaheim CA
- » Stonegate EIR | Anaheim CA
- » Excelaron Oil Conditional Use Permit Draft EIR | San Luis Obispo County CA
- » Wilshire Specific Plan and EIR | Los Angeles CA
- » Mountain Park Specific Plan Amendment EIR | Anaheim CA
- » CenterLine Light Rail EIR/EIS | Santa Ana CA
- » The Ranch Plan Program EIR | Rancho Mission Viejo CA
- » Spectrum Housing EIR Addendum | Irvine CA
- » Audie Murphy Ranch Specific Plan EIR | Anaheim CA
- » Birch Hills Specific Plan EIR | Brea CA
- » Lake Forest Opportunity Areas | Lake Forest CA

SPEAKING ENGAGEMENTS

- » CEQA Basics and Legislative Update | California State Legislature | Sacramento CA
- » CEQA Basics Training | Southern California Planning Commissioners, OC Public Works, City of Irvine, Orange County Building Industry Association
- » CEQA Advanced Workshop | Chapman University School of Law | Orange CA
- » Basic and Advanced CEQA Training Workshops | AEP Annual Training | Various Locations
- » Guest Lecturer | University of California, Irvine, Graduate School of Management; UC Riverside; and Cal Poly, Pomona
- » “Defensible—Not Gold Plated: Preparing Cost-Effective, Comprehensive, and Meaningful EIRs” | 2009 AEP CA State Conference | San Francisco CA
- » “CEQA Basics” | 2009 ULI Young Leaders Workshop | Costa Mesa CA
- » “Environmental Protection or Smart Growth? Conflicts between Infill Development and Local Environmental Regulation” | 2006 AEP CA State Conference | Newport Beach CA



NICOLE MORSE, Esq.

Associate Principal

Nicole has nearly 20 years of environmental planning experience. With her background as both an attorney and a planner, she thoroughly understands planning and zoning law, the California Environmental Quality Act (CEQA), SB 743, the California Global Warming Solutions Act of 2006 (AB 32), and the Sustainable Communities and Climate Protection Act of 2008 (SB 375). Nicole manages and coordinates environmental documents to withstand legal scrutiny. She reviews EIRs, negative declarations, and various technical reports for compliance with CEQA, NEPA, the Endangered Species Act (ESA), and various other regulatory requirements. She also conducts third-party review and litigation support for controversial projects.

Nicole has a broad spectrum of experience for public- and private-sector clients. She has prepared and managed environmental and planning documents for transit oriented development (TOD) projects, downtown and corridor redevelopment programs, urban infill (residential, mixed-use and high-rise), master planned communities, and general plans. For over 10 years, Nicole provided CEQA and ESA policy guidance as a representative on AEP's Legislative Review Committee—including on CEQA reform efforts, streamlining, and SB 743. She also speaks regularly on CEQA and related case law.

HIGHLIGHTS OF EXPERIENCE

CEQA DOCUMENTATION

- » General Plan EIRs | Pasadena, San Clemente, Westminster, Temple City, La Habra, CA
- » Southeast Area Specific Plan (SEASP) and Local Coastal Plan Amendment EIR | Long Beach CA
- » Lincoln Avenue Specific Plan EIR | Pasadena CA
- » Crown City Medical Center EIR | Pasadena CA
- » Hotel Capistrano Addendum | San Juan Capistrano CA
- » San Juan Hotel and Villas MND | San Juan Capistrano CA
- » Tustin Legacy Specific Plan SEIR | Tustin CA
- » Valley Boulevard Corridor Specific Plan EIR | San Bernardino County CA
- » Harbor Boulevard Mixed Use Transit Corridor Plan | Santa Ana CA
- » Addendum to the San Bernardino General Plan Update and Associated Specific Plans EIR (Transit Overlay District, Development Standards and Design Guidelines for Transit Stations) | San Bernardino CA
- » Ocean Outlets Maintenance Manual MND | Orange County CA
- » Del Amo Fashion Center Expansion Addendum | Torrance CA
- » Covington Homes: Addendum to the Yorba Linda 2008-2014 Housing Element and Implementation Programs EIR | Yorba Linda CA
- » Lakeview Apartments: Addendum to the Yorba Linda 2008-2014 Housing Element and Implementation Programs EIR | Yorba Linda CA

THIRD-PARTY REVIEW & LITIGATION SUPPORT

- » Addendum to the Hollywood Park Redevelopment Project EIR | Inglewood CA
- » First Nandina Logistics Center EIR | Moreno Valley CA
- » World Logistics Center EIR (on behalf of MVUSD) | Moreno Valley CA
- » Litigation Support for Eastridge Shopping Center, LLC | San Jose CA
- » Church of the Woods Final EIR | San Bernardino County CA

EDUCATION

- » JD, Business Law, Whittier Law School, Costa Mesa
- » BS, Applied Ecology, University of California, Irvine

REGISTRATIONS

- » State Bar of California No. 262013

AFFILIATIONS

- » Association of Environmental Professionals (AEP)

Team member since 2011



NICOLE MORSE
Associate Principal
nmorse@placeworks.com

- » Planning Area 33 (Lots 105 and 107/108) General Plan Amendment and Zone Change | Irvine CA
- » Rio Santiago Project EIR | Orange CA

PRIOR EXPERIENCE

- » Historic Town Center Master Plan EIR | San Juan Capistrano CA
- » Northern Sphere Area EIR | Irvine CA
- » Planning Area 40/12 EIR | Irvine CA (EIR upheld in *Defend the Bay v. City of Irvine* (2004) 119 Cal.App.4th 1261)
- » Friends Christian High School EIR | Yorba Linda CA
- » Irvine Business Complex EIRs and Addendums (Kilroy, 2802 Kelvin, Central Park, The Plaza, Campus Center Apartments) | Irvine CA
- » Westside Lofts MND | Costa Mesa CA
- » Planning Area 17 (Quail Hill) EIR | Irvine CA
- » Friends Christian High School EIR | Yorba Linda CA
- » Culver Drive Realignment EA/MND | Irvine CA
- » California Institute for Telecommunications and Information Technology Cal Research Facility IS/MND (UCI) | Irvine CA

TEACHING

- » “Legal Challenges: Working with your Attorney” | Guest speaker, Environmental, Health & Safety Clearance for School Facilities course, UC Riverside Extension | 2014
- » “CEQA Basics” | Guest speaker, UC Irvine Extension | 2010

SPEAKING ENGAGEMENTS

- » “Bursting into Tiers: Getting the Most out of General Plan EIRs” | 2014 AEP CA State Conference | Huntington Beach, California
- » CEQA Basics and Legislative Update | California State Legislature | Sacramento CA
- » “Updates and Challenges to CEQA” | 2013 CASH Workshop: Charting the Legal Course: Navigating Potential Pitfalls for Your Local Bond Program | Costa Mesa CA
- » “Nuts & Bolts Panel: Cultural Resources Assessments in California” | 2012 OCAEP Luncheon | Tustin CA

LEADERSHIP AND COMMUNITY

- » OC Chapter Representative, AEP Legislative Committee | 2003–2013
- » Executive Vice President and Newsletter Editor | AEP Orange County Chapter | 2000–2003



JORGE ESTRADA

Senior Associate

Jorge is an exceptionally diverse planner with a reputation for quality work and client satisfaction, experience with project management, and facility with both environmental and community planning and design. At PlaceWorks, Jorge focuses mostly on work for the Environmental team, but also spends a portion of his time on work for the Community Planning & Design team, demonstrating a breadth of perspective that is an asset to both. In addition to preparing and managing environmental documents and specific plans, Jorge also provides entitlement services for the public and private sectors. Jorge also provides in-house Spanish translations for an array of environmental and planning-related documents and materials. His confidence, high energy, and experience make him an invaluable team member and builder. A natural communicator, he is in demand for his client service skills.

HIGHLIGHTS OF EXPERIENCE

URBAN/COMPREHENSIVE PLANNING

- » Desert Hot Springs Specific Plan | Desert Hot Springs CA
- » Specific Plan No. 12 (Hampton Inn & Suites) | Claremont CA
- » Temple City General Plan Update Technical Background Report | Temple City CA
- » Centennial Specific Plan Green Program | Los Angeles County CA
- » Eastvale Specific Plan Parking Analysis | Eastvale CA
- » Sierra Madre GP Update Technical Background Report | Sierra Madre CA
- » Ravenswood/4 Corners TOD Specific Plan | East Palo Alto CA
- » Renaissance Specific Plan | Rialto CA
- » Oak Springs Ranch Specific Plan | Wildomar CA
- » Third-Party Land Use Consistency Analysis for Meridian Mountain Specific Plan EIR | San Diego County CA
- » University Heights Specific Plan | San Marcos CA
- » Ferber Ranch Specific Plan Amendment | Orange County CA
- » Garrett Ranch Specific Plan | Wildomar CA
- » Westminster Zoning Code Update | Westminster CA

CEQA ENVIRONMENTAL SERVICES

- » General Plan EIRs for: the cities of Temple City, Sierra Madre, Industry, Los Alamitos, San Clemente, Yucca Valley, and Clovis | Various Cities CA
- » City Plaza Apartments and Hotel EIR Addendum | Orange CA
- » Specific Plan No. 12 (Hampton Inn & Suites) MND | Claremont CA
- » Hyatt Regency Expansion EIR | Newport Beach CA
- » San Juan Hotel and Villas EIR | San Juan Capistrano CA
- » Chapman Apartments MND | Orange CA
- » City Parkway Apartments MND | Orange CA
- » Temple City Crossroads Specific Plan EIR | Temple City CA
- » City of Hope Campus Specific Plan EIR | Duarte CA
- » Midtown Specific Plan EIR | Long Beach CA
- » Yorba Linda Gardens Residential Project MND | Yorba Linda CA
- » San Juan Hills High School Campus Improvements MND | San Juan Capistrano CA
- » San Clemente High School Campus Improvements MND | San Clemente CA

EDUCATION

- » BS, Urban & Regional Planning, California Polytechnic State University, Pomona
- » Certificate in Engineering/ Architectural AutoCAD, California State University, Long Beach

AFFILIATIONS

- » American Planning Association

Team member since 2005

JORGE ESTRADA

Senior Associate

jestrada@placeworks.com

- » Wow Media Inc. Billboard Agreement MND | Inglewood CA
- » Westside Gateway MND | Costa Mesa CA
- » Specific Plan No. 3 MND | Walnut CA
- » ETCO Homes' Lakeview Apartments EIR | Yorba Linda CA
- » The Olson Company Townhomes on Washington Avenue MND | Orange CA
- » Covington Townhomes EIR Addendum | Yorba Linda CA
- » CollegeTown Specific Plan EIR | Fullerton CA
- » Uptown Newport EIR | Newport Beach CA
- » Harbor Corridor Specific Plan EIR | Santa Ana CA
- » Magnolia Residential Project EIR | Upland CA
- » Cash 4 Cans + Recycling Center CEQA Exemption | Westminster CA
- » San Bernardino TOD Overlay District EIR Addendum | San Bernardino CA
- » Industry Housing Element ND | Industry CA
- » Valley Boulevard Widening MND | Industry CA
- » Wenzlaff Elementary School Conversion MND | Desert Hot Springs CA
- » Meridian Specific Plan MND | Claremont CA
- » Serrano I and II Residential Project MND | Claremont CA
- » City Ventures Residential Project MND | Claremont CA
- » Western Christian Schools Campus Improvements MND | Claremont CA
- » Taylor Morrison Residential Project MND Addendum | Claremont CA
- » Olson Company Residential Project MND | Claremont CA
- » Frontier Enterprises, The Colony EIR Addendum | San Bernardino CA
- » Baldwin Park Industrial MND | Industry CA
- » Oakbrook Village EIR Addendum | Laguna Hills CA
- » Courts at Monte Vista MND Addendum | Claremont CA
- » Ravenswood/4 Corners TOD Specific Plan EIR | East Palo Alto CA
- » Police and Public Works Facilities EIR | San Gabriel CA
- » Irvine CEQA Guidelines | Irvine CA
- » Great Park Neighborhoods Supplemental EIR | Irvine CA
- » Section 19 Specific Plan EIR | Rancho Mirage CA

ENTITLEMENT SERVICES

- » Christ Cathedral Framework Plan and Entitlements | Garden Grove CA
- » Temecula Valley Charter School Public Use Permit | Winchester CA
- » Third-Party Review of Recyclable Content Construction Materials Documentation for Various Development Projects in the Irvine Business Complex | Irvine CA
- » Glenarm Power Plant Repowering Project CUP and Variance | Pasadena CA
- » Stanton Homes Eastvale Residential Project GPA and Zone Change | Eastvale CA
- » Earl Scheib Paint and Body CUP | Canoga Park CA
- » CNG Bus Fueling Facility CUP | Capistrano USD
- » Coast Line Beauty College Variance | Fountain Valley CA
- » South Coast Collection Sign Program | Costa Mesa CA
- » Lyon Homes Residential Master Plan and Tract Map | Irvine CA
- » Stanton Plaza Specific Plan Phase II | Stanton CA



ELIZABETH KIM

Senior Associate

With more than 15 years of professional experience, Elizabeth has steadily developed her skills in environmental analysis, policy analysis, and municipal planning. Her position as a planning intern for the City of Glendale gave Elizabeth a hands-on knowledge of land use regulations and municipal policy implementation. She has worked extensively with school districts, managing environmental documentation and constraints mapping. Her responsibilities also include research, analysis, and report preparation for a variety of environmental and public policy efforts.

At PlaceWorks, Elizabeth worked on the Platinum Triangle Subsequent EIR for the City of Anaheim, a mixed-use project that required compliance with previously adopted documents and the integration of many technical studies into a consistent, easy-to-read public document. She assisted the Imperial Unified School District, which was dealing with new growth and development, to understand urban planning concepts and the environmental review process, and compiled information for a constraints map showing various environmental, health, and safety concerns. As project manager for an early education center and child development center, she navigated successfully through community opposition and frequent project changes.

HIGHLIGHTS OF EXPERIENCE

CEQA ENVIRONMENTAL SERVICES

- » Anaheim Canyon Specific Plan EIR | Anaheim CA
- » The Platinum Triangle Subsequent EIR | Anaheim CA
- » The Gene Autry Experience EIR | Anaheim CA
- » A-Town Stadium and Orangewood Condominium Project | Anaheim CA
- » Amendment to The Platinum Triangle Master Land Use Plan EIR | Anaheim CA
- » Southeast Urban Center | Clovis CA
- » Hemet Stock Farm Specific Plan EIR | Hemet CA
- » Patriotic Hall Rehabilitation EIR | Los Angeles County CA
- » Town Center EIR | Yorba Linda CA
- » Olson Company Residential Projects | Westminster CA
- » Vortex Specific Plan & EIR | Desert Hot Springs CA
- » Continental Marketing Services Industrial Warehouses | Industry CA
- » Harrison Avenue Business Park | Industry CA
- » Valley Boulevard Improvements | Industry CA
- » Liu Company Warehouse Additions | Industry CA
- » Valley/7th Avenue Widening | Industry CA
- » Sign Ordinance Amendment | Industry CA
- » 2nd Street & E Street Mixed Use Project EIR | San Bernardino CA
- » Seashore Village | Newport Beach CA
- » Kaiser Permanente Noise Assessment | Ontario CA
- » Lewis Retail Centers | Pomona CA

SCHOOL FACILITIES PLANNING

- » Fontana High School No. 4 EIR | Fontana USD
- » Lincoln II South Elementary School EIR | San Bernardino City USD
- » New High School EIR | Placentia-Yorba Linda USD

EDUCATION

- » Master of Urban & Regional Planning, University of California, Irvine
- » BA, Environmental Analysis & Design, University of California, Irvine

AFFILIATIONS

- » Association of Environmental Professionals

Team member since 1999



ELIZABETH KIM

Senior Associate

ekim@placeworks.com

- » Review of Port of Los Angeles Southern California International Gateway EIR for school-related issues | Long Beach USD
- » Constraints Mapping and School Master Plan | Imperial USD
- » Colton High School Modernization & Improvement Mitigated Negative Declaration (MND) | Colton Joint USD
- » Elementary School No. 26 MND | Moreno Valley USD
- » La Jolla Elementary School MND | Moreno Valley USD
- » Education Center Conversion | Pomona USD
- » High School No. 4 MND | Alvord USD
- » Middle School No. 5 MND | Colton Joint USD
- » Temecula Valley High School Modernization & Improvement MND | Temecula Valley USD
- » New Gratts Primary Center & Early Childhood Education Center MND | Los Angeles USD
- » Fontana Elementary School No. 31 MND | Fontana USD
- » New K-8 School in the Lake Hills Development MND | Alvord USD
- » Quinta De Lago Elementary School MND | Temecula Valley USD
- » Long Beach Airport Terminal Improvement Project | Long Beach USD
- » Yorba Linda High School EIR | Placentia-Yorba Linda USD
- » K-8 School at Brea Sports Park | Brea-Olinda USD
- » High School No. 5 EIR and Rail Risk Study | Fontana USD



ALICE HOUSEWORTH, AICP, LEED AP

Senior Associate

Alice's focus on CEQA and NEPA compliance spans over 15 years and covers a variety of public and private sector projects. Her clear understanding and solid working knowledge of the environmental regulatory process and principles have been broadened by the complex and challenging projects she has managed. She has been responsible for document preparation and processing for projects involving transit, water facilities, coastal access, commercial, residential, shipping and ports, hillside development, large-scale mixed use, infrastructure (roads, railways), and schools. Her thorough, intelligible documents reflect her eye for consistency and detail and her commitment to quality. Alice also provides third-party review of EIRs prepared by other consultants.

A highly respected project manager, Alice directs the preparation of multidisciplinary environmental studies and analyses. She has prepared CEQA documents for development projects in the counties of Kern, Los Angeles, Riverside, San Bernardino, San Diego, and Orange, from a specific plan for a 7,110-acre planning area to a 14-unit condominium project. Alice has also completed nearly 60 environmental documents for new and expanded schools in 16 school districts.

HIGHLIGHTS OF EXPERIENCE

CEQA ENVIRONMENTAL SERVICES

- » 1802 Santa Monica Boulevard Mixed Use Project EIR | Santa Monica CA
- » Menifee General Plan EIR | Menifee CA
- » Orange Coast Memorial Medical Center EIR | Fountain Valley CA
- » Harvest Landing Specific Plan EIR | Perris CA
- » Little Saigon - Moran Street Specific Plan EIR | Westminster CA
- » Eastside Christian Church MND | Anaheim CA
- » East Orange General Plan and Santiago Hills II EIR | Orange CA
- » Brea Highlands Specific Plan EIR | Brea CA
- » Yorba Linda Friends Church Expansion EIR | Yorba Linda CA
- » Los Angeles Equestrian Center Events MND | Los Angeles CA
- » Frazier Park Estates EIR | Los Angeles and Kern Counties CA
- » Gosford Village EIR | Bakersfield CA
- » CenterLine Light Rail SDEIS/RDEIR and FEIS/EIR, Orange County Transportation Authority | Orange County CA
- » Bridge-to-Breakwater EIR, Port of Los Angeles | Los Angeles (San Pedro) CA
- » Port Police Headquarters, Maritime Studies Center, and Charter School EIR, Port of Los Angeles | Los Angeles (San Pedro) CA
- » Carbon-La Costa Beach Accessway MND, California State Coastal Conservancy | Malibu CA
- » Menifee 2013-2021 Housing Element EIR Addendum | Menifee CA
- » Cabrillo Way Marina Development Recirculated Supplemental EIR, Port of Los Angeles | Los Angeles (San Pedro) CA
- » Berth 240Y and 262 Auto Terminal Relocation MND, Port of Los Angeles | Los Angeles (San Pedro) CA
- » Fisherman's Village (Berths 87-90) Redevelopment MND, Port of Los Angeles | Los Angeles (San Pedro) CA

EDUCATION

- » BS, Urban & Regional Planning, California State Polytechnic University, Pomona
- » Certificate in Watershed Management, Chapman University
- » Certificate in Educational Facilities Planning, University of California, Riverside

CERTIFICATIONS

- » American Institute of Certified Planners
- » Leadership in Energy and Environmental Design (LEED®) Accredited Professional, US Green Building Council

AFFILIATIONS

- » American Planning Association
- » Association of Environmental Professionals, former Administrative Vice President
- » US Green Building Council, Orange County Chapter

Team member since 2005



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Alice Houseworth

Senior Associate

ahouseworth@placeworks.com

- » Malibu Road Beach Accessway MND, California State Coastal Conservancy | Malibu CA
- » Walnut Grove Specific Plan MND | Walnut CA
- » Moran/Bishop Senior Housing Complex (Saigon Villas) MND and Recirculated MND | Westminster CA
- » Lemongrass Residential Development MND | Fountain Valley CA
- » Summerstone Villas Residential Development MND | Fountain Valley CA
- » Habitat for Humanity Housing Development MND | Westminster CA
- » CenterStone at Towncenter Subdivision MND | Westminster CA
- » Snow Creek Village Specific Plan MND | Walnut CA
- » 45-Lot Jao Property Subdivision MND | Westminster CA
- » Planning Area 27 Zone Change and Master Plan EIR | Irvine CA
- » Occidental College MND & EA/FONSI | Los Angeles (Eagle Rock) CA
- » F3 Milestone for the Rio Salado Oeste and Va Shly'ay Akimel EIS, US Army Corps of Engineers | Phoenix AZ

NEPA COMPLIANCE

- » Occidental College MND & EA/FONSI | Eagle Rock CA
- » CenterLine Light Rail SDEIS/RDEIR and FEIS/EIR, Orange County Transportation Authority | Orange County CA
- » F3 Milestone for the Rio Salado Oeste and Va Shly'ay Akimel EIS, US Army Corps of Engineers | Phoenix AZ

INFRASTRUCTURE

- » Fairhaven/Lincoln and Santa Clara/ Lincoln Intersection Modifications- Supplement to the Santa Ana Second Main Track EIR | Santa Ana CA
- » Assessment District No. 161-Murrieta Hot Springs Road Extension MND, Riverside County Transportation and Land Management Agency | Murrieta CA
- » Robert B. Diemer Filtration Plant Improvements EIR, Metropolitan Water District of Southern California | Yorba Linda CA
- » El Chimisal Reservoir No. 3 MND, Rancho California Water District | Temecula CA
- » East Garden Grove-Wintersburg Flood Control Improvement EIR, OC Public Works | Orange County CA
- » Palos Verdes Road East / Bronco Drive Storm Drain Improvement Project MND | Rancho Palos Verdes CA
- » Hollywood Water Quality Improvement Project EIR, County of Los Angeles | Los Angeles CA

TECHNICAL STUDIES

- » South Region High School No. 8 Athletic Field Lighting Study | Los Angeles USD
- » Troy High School Parking Study | Fullerton Joint Union High School District
- » Pier 400 Maersk Sealand Shipping Gantry Cranes Visual Analysis Report, Port of Los Angeles | San Pedro CA
- » Evergreen Shipping Gantry Cranes Visual Analysis Report, Port of Los Angeles | San Pedro CA
- » Mammoth Orange Business Viability Study, California Department of Transportation District 6 | Madera County (Fairmead) CA

THIRD PARTY REVIEW

- » Ponte Vista DEIR Third-Party Review | Los Angeles USD
- » Wilshire Grand Redevelopment Project DEIR | Los Angeles CA

SCHOOL FACILITIES PLANNING

- » Environmental documentation for over 60 schools in 15 school districts

SPEAKING ENGAGEMENTS

- » "Green Teams and Garden Gnomes" | 2016 C.A.S.H. Conference | Sacramento CA



RYAN POTTER, AICP

Associate

Ryan has a talent for understanding the complexity of a project or community and responding to that complexity with a multidisciplinary approach and an eye for detail. He performs a variety of tasks that revolve around ensuring that the environmental team's work is internally consistent and sensitive to external factors. Ryan draws from a diverse background that includes performing code compliance activities for municipal governments, designing urban infill and mixed use developments, and writing design guidelines for master-planned communities. This background has informed Ryan's work at PlaceWorks, where he has assisted with CEQA documents for major sporting facilities and specific plans in Southern California.

Ryan's greatest strength is his understanding of the relationship between regulation and project design. His skills related to AutoCAD, Adobe Suite software, hand-sketching, research, technical writing, and reading architectural plans make him a well-rounded member of the environmental team and allow him to be responsive to the special needs of clients.

HIGHLIGHTS OF EXPERIENCE

ENVIRONMENTAL PLANNING

- » Los Angeles County General Plan Update EIR | Los Angeles County CA
- » Antelope Valley Program EIR | Los Angeles County CA
- » CollegeTown Specific Plan EIR | Fullerton CA
- » Heritage Fields Supplemental EIR | Irvine CA
- » Honda Center Enhancement Project EIR | Anaheim CA
- » La Habra General Plan Update EIR | La Habra CA
- » Lincoln Avenue Specific Plan EIR | Pasadena CA
- » Pasadena General Plan Update EIR | Pasadena CA
- » San Clemente General Plan EIR | San Clemente CA
- » San Juan Hotel & Villas MND | San Juan Capistrano CA
- » Yucca Valley General Plan Update EIR | Yucca Valley CA

COMMUNITY PLANNING

- » Base Line Corridor VMT to BRT, SCAG Compass Blueprint Demonstration Project | Highland CA
- » Sierra Madre Technical Background Report | Sierra Madre CA
- » Yucca Valley Community Profile | Yucca Valley CA

DESIGN

- » WRCOG Subregional Sustainability Plan Framework | Riverside County CA

SPEAKING ENGAGEMENTS

- » "Avoiding the Unequal Burdens of the Past: The Future Role of Environmental Justice in CEQA" (Moderator) | 2018 State AEP Conference, Rancho Mirage, CA
- » "Bolstering Legal Defensibility: Case Law and Common Vulnerabilities to Challenges" (Online Course Guest Lecturer) | UC San Diego Extension, 2017
- » CEQA Essentials Workshop | Orange County AEP, 2014

EDUCATION

- » Master of Urban and Regional Planning, University of California, Irvine
- » BS, City and Regional Planning, California Polytechnic State University, San Luis Obispo

CERTIFICATIONS

- » American Institute of Certified Planners

AFFILIATIONS

- » American Planning Association
- » Association of Environmental Professionals

Team member since 2011

RYAN POTTER

Associate

rpotter@placeworks.com

AWARDS

- » 2011 Hagman Scholar, UCLA Extension | 2011 Land Use Law and Planning Conference
- » 2011 Outstanding Professional Report, Department of Planning, Policy, and Design, UC Irvine
- » 2006 Outstanding Academic Award (project contributor and submission organizer), APACA | Templeton 2030 Community Plan and Downtown Vision
- » 2005 Service to Department Award, City and Regional Planning, Cal Poly San Luis Obispo

ACTIVITIES

- » Student Representative, APACA Orange County Section Board of Directors | 2010
- » President, Cal Poly Associated Students in Planning, Cal Poly San Luis Obispo | 2004 to 2005

LEADERSHIP AND COMMUNITY

- » Board Member, AEP Orange County, 2012 to 2016
- » Co-editor, Bank of America Low Income Housing Challenge, UC Irvine Submission, 2011
- » Conference Committee Member, 2014 State AEP Conference



MICHAEL MILROY

Associate

Michael is known for his versatility and his in-depth understanding of environmental and planning issues. He is particularly knowledgeable about issues surrounding biological resources and is an important contributor to many of our projects. Michael provides effective, to-the-point analyses—both as project manager for mitigated negative declarations and negative declarations and as a team member for numerous EIRs. His projects cover a wide range, from large mixed-use projects to schools to residential, commercial, and industrial projects. Michael was involved with The Ontario Plan EIR, the City of Torrance General Plan EIR, and the Los Angeles County General Plan EIR.

HIGHLIGHTS OF EXPERIENCE

CEQA ENVIRONMENTAL SERVICES

- » Westminster 2006–2014 Housing Element IS/ND | Westminster CA
- » Garrett Ranch Specific Plan EIR | Hemet CA
- » Puente Hills Intermodal Facility EIR | Industry CA
- » Village Green Specific Plan EIR | Santa Ana CA
- » Harvest Landing Specific Plan EIR | Perris CA
- » Orange Coast Memorial Medical Center EIR | Fountain Valley CA
- » Greenspot Village & Marketplace Specific Plan EIR | Highland CA
- » Harry Sheppard Residential Project MND | San Bernardino CA
- » Los Altos Foods MND | Industry CA
- » FedEx Diesel Fuel Facility ND | Industry CA
- » Section 19 Specific Plan IS | Rancho Mirage CA
- » Bethsaida Senior Living Project | Tustin CA
- » Hemet Stock Farm Specific Plan EIR | Hemet CA
- » 6722 Rugby Avenue IS/MND | Huntington Park CA
- » 16901 Jamboree Residential Project EIR | Irvine CA
- » Great Park Supplemental EIR | Irvine CA
- » Irvine Technology Center/Greenlaw Partners EIR | Irvine CA
- » 109th Street Pool & Bathhouse Replacement EIR | Los Angeles CA

GENERAL PLAN EIRS

- » Torrance General Plan Update EIR | Torrance CA
- » Los Angeles County General Plan Update EIR | Los Angeles County CA
- » Ontario General Plan Update EIR | Ontario CA
- » El Monte General Plan & Zoning Code Update EIR | El Monte CA

SCHOOL FACILITIES PLANNING

- » South Region High School No. 14 EIR | Los Angeles USD
- » Valley Region Elementary School No. 10 EIR | Los Angeles USD
- » New 7–12 School | Coachella Valley USD
- » High School No. 5 EIR | Moreno Valley USD
- » Elementary School No. 24 and Middle School No. 7 EIR | Moreno Valley USD
- » Arcadia High School Modernization IS | Arcadia USD
- » Exemption review for multiple schools | Arcadia USD
- » Feasibility Study for New High School on Midway Drive | Escondido Union High School District

EDUCATION

- » MS, Interdisciplinary Studies/Neuroscience, California State University, Long Beach
- » BS, Biological Science, California State University, Long Beach
- » Certificate in Environmental Management, University of California, Irvine

AFFILIATIONS

- » Association of Environmental Professionals

Team member since 2006



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NICOLE VERMILION

Associate Principal, Air Quality/GHG & Noise

As Director of Air Quality, GHG & Noise Services, Nicole oversees project staffing and timing for the air quality, GHG, and noise technical team's impact evaluations under CEQA. She is responsible for expanding and fine-tuning the team based on changes in technology, legislation, and client needs and for ensuring that PlaceWorks air quality and GHG studies are defensible and consistent with recent case law. She closely follows the rapid changes in requirements and the latest information on CEQA thresholds and analysis methodology. She has performed numerous greenhouse gas emissions inventories for individual projects as well as citywide emissions inventories for general plans.

Nicole frequently presents at conferences, including the APA California State Conference and the AEP California State Conference. She participated in the San Joaquin Valley Air Pollution Control District's CEQA GHG significance thresholds working group for development projects and beta-tested the South Coast Air Quality Management District's new CalEEMod program. As a member of AEP's Climate Change Committee, Nicole has contributed to white papers addressing GHG emissions inventories for climate action plans and general plans, and she is working with the committee on a new white paper about post-2020 GHG thresholds.

HIGHLIGHTS OF EXPERIENCE

AIR QUALITY AND GREENHOUSE GAS ANALYSES

- » Valley Corridor Specific Plan EIR | County of San Bernardino CA
- » San Leandro Shoreline Development EIR | San Leandro CA
- » Air Quality and GHG Emissions Technical Report for the Town Center Marketplace (Rich Development Enterprises, LLC) | Menifee CA
- » Air Quality and GHG Emissions Technical Report for the Del Amo Financial Center Expansion (Muller Company) | Torrance CA
- » City of Industry Climate Action Plan | City of Industry CA
- » Butcher's Corner EIR | Sunnyvale CA
- » Hotel Project Sonoma EIR | City of Sonoma CA
- » Del Avenue Specific Plan EIR | Campbell CA
- » Millbrae Station Area Specific Plan EIR | Millbrae CA
- » Midtown Specific Plan EIR | Long Beach CA
- » Serramonte Shopping Center Expansion EIR | Daly City CA
- » Atherton Civic Center EIR | Atherton CA
- » Walnut Creek Downtown Specific Plan EIR | Walnut Creek CA
- » Antelope Valley Area Plan EIR | County of Los Angeles CA

CEQA ANALYSES

- » CollegeTown Specific Plan EIR | Fullerton CA
- » City of Irvine CEQA Manual | Irvine CA
- » Puente Hills Intermodal Facility EIR | Industry CA
- » Irvine Business Complex EIR and GHG Inventory | Irvine CA
- » UDR Los Alisos Apartments Mitigated Negative Declaration | Mission Viejo CA
- » North Hemet Specific Plan EIR | Hemet CA
- » City Ventures LLC Townhome Mitigated Negative Declaration | Claremont CA

EDUCATION

- » Master of Urban & Regional Planning, University of California, Irvine
- » BS with Honors, Ecology & Evolutionary Biology, University of California, Santa Cruz
- » BA with Honors, Environmental Studies, University of California, Santa Cruz

AFFILIATIONS

- » American Planning Association
- » Association of Environmental Professionals

Team member since 2004



PLACEWORKS

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NICOLE VERMILION
Associate Principal
nvermilion@placeworks.com

GENERAL PLAN EIRS

- » Los Alamitos General Plan EIR | Los Alamitos CA
- » Yucaipa General Plan EIR | Yucaipa CA
- » Yucca Valley General Plan EIR and GHG Inventory | Yucca Valley
- » The Ontario Plan EIR and GHG Inventory | Ontario CA
- » Torrance General Plan Update EIR and GHG Inventory | Torrance CA
- » Palm Springs General Plan Update EIR and GHG Inventory | Palm Springs CA
- » San Bernardino General Plan and Arrowhead Springs Specific Plan EIR | San Bernardino CA
- » Highland General Plan Update EIR | Highland CA
- » Rancho Mirage General Plan Update EIR | Rancho Mirage CA

ACTIVITIES

- » Climate Change Committee | California Association of Environmental Professionals
- » GHG Significance Thresholds Working Group | San Joaquin Valley Air Pollution Control District
- » CalEEMod Emissions Inventory Model Beta-Testing | South Coast Air Quality Management District

SPEAKING ENGAGEMENTS

- » “CEQA and Post-2020 GHG Emissions Reduction Planning,” 2015 California Climate Action Planning Conference | Cal Poly San Luis Obispo
- » “Post-2020 Reduction Targets in Climate Action Plans,” AEP Climate Change Committee | 2015 AEP CA State Conference | Santa Barbara CA
- » “Health Risk Challenges of Siting Housing near High-Volume Roadways” | 2014 APACA State Conference | Anaheim CA
- » “California Supplement to the US Protocol for Accounting and Reporting GHG Emissions” | 2014 AEP CA State Conference | Huntington Beach CA
- » “Climate Action Plans That Comply with CEQA” | 2014 AEP CA State Conference
- » “AEP’s Climate Change Committee Presents ‘The Idiot’s Guide to Climate Action Planning’” | 2013 AEP CA State Conference | Los Angeles CA
- » “CEQA Basics Training” | OC Public Works, 2013
- » “Global Warming and Greenhouse Gases” | One-day course (ENSC 174), UC Riverside, Fall 2012
- » “Forecasting Community-Wide GHG Emissions and Setting Reduction Targets” | 2012 APACA State Conference | Rancho Mirage CA
- » “Community-Wide GHG Baseline Inventories” | 2011 APACA State Conference | Santa Barbara CA
- » “Innovations in Sustainability” Workshop | APACA Inland Empire Section, 2011
- » “The Baseline Inventory: What You Should Know before Preparing a GHG Reduction Plan” | 2011 AEP CA State Conference | Monterey CA

ARTICLES AND PUBLICATIONS

AEP CLIMATE CHANGE COMMITTEE WHITE PAPERS

- » “Beyond 2020: The Challenge of Greenhouse Gas Reduction Planning by Local Governments in California,” March 2015
- » “Forecasting Community-Wide Greenhouse Gas Emissions and Setting Reduction Targets,” May 2012
- » “California Community-Wide Greenhouse Gas Baseline Inventory Protocol,” June 2011
- » “Tiering Off Climate Action Plans: Potential Advantages to Jurisdictions under the Proposed CEQA Guidelines,” *Environmental Monitor* (AEP), Fall 2009
- » “Getting Serious on Global Warming,” *Green Home Builder*, October 2007



JOHN VANG, JD

Senior Associate

John is a specialist on the air quality, greenhouse gas, and noise assessment team. His background and experience give him a solid foundation in quantitative and qualitative analysis—a valuable asset and indispensable to the assessment of environmental impacts. He completes and assists with technical analyses for a wide variety of projects—general plans and specific plans; schools; and developments with commercial, industrial, residential, and mixed uses.

John was a beta-tester for CalEEMod 2013, and he is proficient in the various modeling software for air quality, health risk, and noise technical studies, such as EMFAC, AERMOD, SCREEN3, CALINE4, and the Federal Highway Administration's Traffic Noise Model. He also has experience preparing traffic and other sections for CEQA documents.

EDUCATION

- » Master of Urban Planning, Design, & Development, Cleveland State University
- » Juris Doctor, Cleveland-Marshall College of Law, Cleveland State University
- » BA, Anthropology, University of California, Los Angeles

Team member since 2008

HIGHLIGHTS OF EXPERIENCE

CEQA ANALYSIS

- » Landmark Hotel EIR | San Carlos CA
- » San Juan Hotel & Villas MND | San Juan Capistrano CA
- » Los Angeles County General Plan Update EIR | Los Angeles County CA
- » Clovis General Plan and Development Code Update EIR | Clovis CA
- » Pasadena General Plan EIR | Pasadena CA
- » San Clemente General Plan EIR | San Clemente CA
- » Harbor Corridor Specific Plan EIR | Santa Ana CA
- » Greenspot Village & Marketplace Specific Plan EIR | Highland CA
- » Magnolia Residential Project EIR | Upland CA
- » Temple Industrial Warehouse/Office IS | Industry CA
- » Logistics Terminals, Inc., Development Plan & Zone Exception IS | Industry CA
- » Crummer Site Subdivision EIR | Malibu CA
- » Puente Hills Intermodal Facility EIR | Industry CA
- » The Platinum Triangle Subsequent EIRs | Anaheim CA
- » Fresno El Paseo Master Plan EIR | Fresno CA

TECHNICAL STUDIES

- » Landmark Hotel, Construction Health Risk Assessment Technical Report | San Carlos CA
- » Rancho Cucamonga Fire Protection District Fire Training Center, Air Quality and Greenhouse Gas Emissions Technical Study | Rancho Cucamonga CA
- » Sycamore Academy at 23151 Palomar Street, Greenhouse Gas Emissions Technical Memorandum | Wildomar CA
- » Serramonte Shopping Center Expansion Project, Construction Health Risk Assessment Technical Report | Daly City CA
- » Torrance Memorial Medical Center | Torrance CA
- » Coca-Cola Warehouse Expansion, Air Quality Memorandum | Orange CA
- » Potential Noise Impacts from Carlsbad New High School No. 2 on the Least Bell's Vireo and California Gnatcatcher Habitat, Technical Noise Memorandum | Carlsbad USD

ACTIVITIES

- » CalEEMod Emissions Inventory Model Beta-Testing | South Coast Air Quality Management District, 2012



PLACEWORKS

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JOSHUA CARMAN

Senior Associate

Joshua Carman has 17 years of experience in the field of acoustics and air quality and has participated in the environmental review process for many diverse projects in California, Washington, Nevada, and New York. Joshua prepares noise and air quality/greenhouse gas assessments for environmental impact studies (CEQA/NEPA) and technical noise studies for transportation projects using federal, state, regional, and local guidelines and methodology. His experience includes complex project- and program-level analyses of mixed-use development, traffic, transit, and transportation, community health risk assessments, vibration, industrial, infrastructure and utilities, telecommunications, hydroacoustics, and construction projects. He is certified in the use of the FHWA's Traffic Noise Prediction Model (TNM) and the US EPA AERMOD air dispersion model.

Joshua's project experience includes conducting the noise modeling, analysis and preparation of the noise study report for the Mid-County Parkway EIR/EIS, a 16-mile transportation corridor in Riverside County; the air quality study for the Cordes Ranch Specific Plan in Tracy; noise measurements for the Harry Tracy Water Treatment Plant in San Bruno; on-site vibration monitoring for the BART Rock Blanket Project in San Francisco; and noise and vibration measurements for a New York City Transit Authority subway extension.

PRIOR EXPERIENCE

- » Aperture Cellars Winery and Tasting Room GHG Assessment, Healdsburg CA
- » The Block Temporary Residence Project Community Risk and Noise Assessment, Santa Rosa CA
- » Dougherty Road Improvement Project Noise Assessment, Dublin CA
- » East Bay Municipal Utility District Summit Reservoir Noise & Vibration Monitoring, Berkeley CA
- » East Palo Alto Arts and Music Center Air Quality/GHG Assessment, East Palo Alto CA
- » East Palo Alto General Plan Update EIR, East Palo Alto CA
- » Forestville Town Park Ambient Noise Measurements, Forestville CA
- » Hattesen Solar Generation Facility Air Quality/GHG Assessment, Kings County CA
- » Kaiser Los Gatos Medical Office Building Air Quality/GHG Assessment, San Rafael CA
- » Lawrence Station Area Plan Air Quality/GHG Assessment, Santa Clara CA
- » Martinez General Plan Update EIR, Martinez CA
- » Mill District Mixed-Use Project Air Quality/GHG Assessment and Ambient Noise Measurements, Healdsburg CA
- » Modesto General Plan Update EIR, Modesto CA
- » Naval Base Kitsap at Bangor, Hydroacoustic and Construction Noise Monitoring, Silverdale WA
- » North Bayshore Precise Plan Air Quality/GHG Assessment, Mountain View CA
- » Route 101/De La Cruz Boulevard/Trimble Road Reconstruction Project Noise Study Report, Santa Clara County CA
- » Saint Mary's College Campus Master Plan Air Quality/GHG Assessment, Moraga CA

EDUCATION

- » BA, Environmental Studies
University of California, Santa Cruz

Team member since 2018



JOSHUA CARMAN

Senior Associate

jcarman@placeworks.com

- » San Carlos Tierra Linda School Air Quality/GHG Assessment, San Carlos CA
- » San Francisco Public Utilities Commission Regional Groundwater Storage and Recovery Project, Bay Area CA
- » Santa Clara County Civic Center Master Plan Air Quality/GHG Assessment, San Jose CA
- » Santa Rosa Junior College Science and Math Replacement Project Community Risk Assessment, Santa Rosa CA
- » Silicon Sage Mixed-Use Project Air Quality/GHG Assessment, Fremont CA
- » So Hay Mixed-Use Project Air Quality/GHG Assessment, Hayward CA
- » Solstice Sonoma Rural Lodging, Recreation and Event Facility GHG Assessment, Sonoma County CA
- » Stonegate Subdivision Air Quality/GHG Assessment, Chico CA
- » Southern Humboldt Park Air Quality/GHG Assessment, Humboldt County CA
- » SVCW Wastewater Treatment Plan Improvements Phase 2 Air Quality Assessment, Redwood City CA
- » Topgolf Entertainment Complex and Hotel Air Quality Assessment, San Jose CA
- » West Sacramento Corporation Yard Air Quality/GHG Assessment, Sacramento CA



ALEXIS WHITAKER, LEED AP

Project Scientist

Alexis brings a strong scientific background and deep understanding of environmental systems to the environmental planning team. Alexis is passionate about the interplay between environmental systems and society. With a background in scientific research, Alexis contributes her technical skills in CalEEMod, GIS, and data management to any project she works on. Her work has focused on how science can inform environmental planning and policymaking. Alexis has completed air quality, greenhouse gas, and noise analyses for commercial, residential, and park projects. Additionally, she has applied her quantitative skill set to school projects, contributing to rail safety studies and air toxics health risk assessments. She is passionate about sustainability, and she is committed to producing high-quality results.

HIGHLIGHTS OF EXPERIENCE

AIR QUALITY & GHG ASSESSMENT

- » Muroc Unified School District Edwards AFB Campus MND, Rosamond CA
- » Olson East Street Townhomes EIR Addendum, Anaheim CA
- » Alviso Park Master Plan IS/MND, San Jose CA
- » The Forum at Rancho San Antonio EIR, Cupertino CA
- » Wiseburn Charter School EIR Addendum, El Segundo CA
- » The Marina Plaza Project IS/MND, Cupertino CA
- » Midcoast Multimodal Trail IS/MND, San Mateo County CA
- » Fire Station 57 & Public Safety Center IS/MND, San Rafael CA
- » San Juan Capistrano Hotel EIR Addendum, San Juan Capistrano CA
- » Heritage Middle School IS/MND, Oakland CA
- » Caliber Charter School IS/MND, Vallejo CA

NOISE ASSESSMENT

- » 1091 Industrial Road Project EIR, San Carlos CA
- » 500 Oregon Street Charter School IS/MND, Vallejo CA
- » Public Safety Building IS/MND, San Rafael CA
- » Scenic Boulevard Subdivision IS/MND, Cupertino CA
- » KIPP/Heritage Charter Middle School IS/MND, San Jose, CA

RISK ASSESSMENT

- » Hayward Unified School District Measure L Bond Program, Hayward CA
- » Ocean Charter Schools CEQA Services for Proposed New School at 12870 Panama Street, Los Angeles CA
- » Santa Rosa Southeast Greenway Phase I, Santa Rosa CA

PRIOR EXPERIENCE

PROGRAM ASSOCIATE AT THE ALLIANCE TO SAVE ENERGY

- » Partnered with K-12 schools and utilities to reduce energy consumption on school campuses. Conducted energy audits, led student workshops, and managed the program's social media presence.

EDUCATION

- » BS, Environmental Science, University of California, Los Angeles

CERTIFICATIONS

- » Leadership in Energy and Environmental Design Accredited Professional

AFFILIATIONS

- » Association of Environmental Professionals

Team member since 2016



INTERN AT THE US ENVIRONMENTAL PROTECTION AGENCY

- » Supported three independent, congressionally-mandated Federal Advisory Committees that provide scientific and technical guidance to the EPA Administrator. Developed an outreach strategy to increase the engagement and participation of scientific associations, universities, and professional organizations in the committee creation process.

**ALEXIS WHITAKER**

Project Scientist

awhitaker@placeworks.com



ISABEL GARCIA

Project Planner

Isabel Garcia is a planner with experience in industrial, urban, and remote outdoor noise environments across the US and Mexico. She has performed noise surveys, environmental and urban noise data collection, and has worked directly with industrial plant managers, including facility managers at Amazon, General Motors, and Ford. She has assisted senior staff in environmental projects such as monitoring urban noise levels and analyzing the data from games and concerts at a major league baseball team's stadium.

As a member of PlaceWorks' Noise & Vibration Group, Isabel measures and analyzes noise data and assists with the preparation of stand-alone technical studies to support CEQA/NEPA compliance documents for projects such as residential, commercial, mixed-use, industrial, schools, and transportation.

Prior to joining PlaceWorks, Isabel worked with another firm conducting environmental noise assessments and EHS/Industrial Hygiene noise-exposure assessments, as well as performing on-site use and calibration of sound level meters. Her technical software experience includes INSUL, Acoustic Information Model, Google SketchUp, and Bluebeam Revu.

EDUCATION

BS, Acoustics, Columbia College,
Chicago

Team member since 2018

HIGHLIGHTS OF EXPERIENCE

- » Mercury Residential | Brea CA
- » Brea Mercury Residential | Brea CA
- » Brea Downtown Hotel | Brea CA
- » Point Dume Elementary School | Malibu CA
- » Val Verde USD Office Master Plan | Perris CA
- » Redondo Beach General Plan EIR & Noise Element | Redondo CA

PRIOR EXPERIENCE

- » Amazon Fulfillment Center PHX8 Noise Survey | Phoenix AZ
- » Amazon Fulfillment Center LAS6 Noise Survey | Las Vegas NV
- » Amazon Fulfillment Center IND4 Noise Survey Update | Indianapolis IN
- » Amazon Distribution Center ABE8 Noise Survey | Florence NJ
- » Amazon Fulfillment Center SAT1 Noise Survey | San Antonio TX
- » Amazon Fulfillment Center CLT2 Baseline Noise Survey | Charlotte NC
- » Amazon Fulfillment Center CLT 2 Expansion Noise Survey Update | Charlotte NC
- » Amazon Fulfillment Center SDF6 Noise Survey | Shepherdsville KY
- » Chicago Cubs Perimeter Noise Monitoring | Chicago IL
- » Chicago Cubs Stadium Concert Noise Monitoring – Luke Brian | Chicago IL
- » Filer Charter Township Noise Monitoring | Filer Charter Township MI
- » Ford Kentucky Truck Assembly Noise Survey | Louisville KY
- » Ford Ohio Assembly Plant Noise Survey | Avon Lake OH
- » Ford Chicago Assembly Plant Noise Survey | Chicago IL
- » Ford Michigan Assembly Plant Noise Survey | Wayne MI
- » Ford Cuautitlan Stamping and Assembly Plant Noise Survey | Cuautitlan, Mexico
- » General Motors Global Propulsion Systems Noise Survey | Pontiac MI
- » General Motors Lake Orion Assembly Plant Noise Survey | Orion Township MI

- » General Motors Lansing Grand River Assembly Noise Survey | Lansing MI
- » General Motors Powertrain Noise Survey | Toledo OH
- » General Motors Flint Assembly Plant Noise Survey | Flint MI
- » General Motors Flint Engine Noise Study | Flint MI
- » General Motors Romulus Powertrain Plant Noise Survey | Romulus MI
- » John Deere Foundry Operations Noise Study | Waterloo IA
- » John Deere Product Engineering Center Noise Survey | Waterloo IA

**ISABEL GARCIA**

Project Planner

igarcia@placeworks.com



FERNANDO SOTELO, PE, PTP

Senior Engineer

Fernando is a registered professional traffic engineer in California and a certified transportation planner, with a master's degree in transportation engineering. He has extensive experience in CEQA and the technical aspects of transportation planning, including travel demand forecasting, traffic impact analyses, and parking demand studies. His professional experience with traffic and parking analyses includes several schools and a variety of land development uses, such as warehousing, mixed use, commercial, and recreation projects in southern and northern California. Fernando understands the complexities of transportation planning and plays a large role coordinating with subconsultants, often reviewing transportation studies and preparing transportation sections for EIRs for major projects such as general plan updates and specific plans. He focuses particular attention on issues such as vehicular circulation, site access, queuing, and pedestrian routes to school and safety. In addition to his experience in traffic, Fernando has prepared hundreds of technical studies for noise and air quality analyses on a variety of projects.

HIGHLIGHTS OF EXPERIENCE

TRAFFIC AND PARKING STUDIES

- » Mokler Elementary School Circulation and Parking Assessment | Paramount CA
- » Traffic and Parking Study for Parking Lot Addition and New Access Point | Tustin CA
- » Ball Fields Project Pedestrian Safety Study | Riverside CA
- » Wilson Middle School Multipurpose Field Traffic Impact Analysis and Parking Study | Glendale CA
- » Claremont Hampton Inn Traffic Impact Analysis | Claremont CA
- » San Clemente High School Traffic Impact Analysis | San Clemente CA
- » Norwalk Fitness Village Shared Parking Analysis | Norwalk CA
- » Anaheim Digester Traffic and Parking Analysis | Anaheim CA
- » Crossroads Office Building Traffic Impact Analysis | Industry CA
- » Murray Middle School Traffic Impact Analysis | Ridgecrest CA
- » Industry Business Center Trip Generation Analysis | Industry CA
- » Transportation Analysis, San Joaquin River Recreational Area Master Plan | Fresno CA
- » Peer Review, City of Industry Traffic Impact Analysis | Industry CA
- » Summit Leadership Academy High Desert | Hesperia CA
- » Traffic Study for the Sycamore Academy | Wildomar CA
- » Traffic Study for the Orange County Educational Arts Academy | Santa Ana CA
- » Traffic Study for Community Library | Novato CA
- » Greenville/Banning Channel Improvements Traffic Analysis | Orange County CA
- » Walnut Drive South Roadway Improvements Traffic Analysis | Industry CA
- » Platinum Triangle Gateway Trip Generation Analysis | Anaheim CA
- » Glorietta Bay Boat Launch and Dock Improvements Traffic Analysis | Coronado CA
- » Telegraph Mixed-Use Project Trip Generation Study | Berkeley CA
- » Loudon Industrial Warehouse Traffic Impact Analysis | Industry CA
- » Don Julian Warehouse Traffic Impact Analysis | Industry CA
- » Solana Beach Dog Access and Parking Study | Solana Beach CA
- » Merit Academy Expansion Traffic Impact Analysis | El Cajon CA
- » Torrey Pines High School Traffic Impact Analysis | San Diego CA

EDUCATION

- » MS, Civil Engineering (Transportation), University of Southern California
- » BS, Naval Engineering, University of Sao Paulo, Brazil

REGISTRATION

- » California Registered Professional Traffic Engineer No. TR 2770

CERTIFICATIONS

- » Professional Transportation Planner No. 502

AFFILIATIONS

- » Institute of Transportation Engineers
- » Orange County Traffic Engineers Council
- » Institute of Noise Control Engineers

Team member since 2011

PRIOR EXPERIENCE

TRAFFIC AND PARKING STUDIES

- » Plummer Parking Structure Expansion | Fullerton CA
- » Tustin Avenue and La Palma Avenue Roadway Improvements | Anaheim CA
- » Fullerton Maintenance Services Parking Addition | Fullerton CA
- » Fresh and Easy Traffic Impact Analysis | Moreno Valley CA
- » Seacliff Laguna Inn Hotel Traffic Impact Analysis | Laguna Beach CA
- » Traffic Modeling Support | San Juan Capistrano CA
- » Holiday Inn Traffic and Parking Impact Analysis | Lake Forest CA
- » La Quinta Motorcoach Traffic Impact Analysis | La Quinta CA
- » Backbay Center Parking Study | Orange County, CA
- » Laguna Beach Downtown Retail Parking Study | Laguna Beach, CA
- » Portola Avenue Improvement Project | Palm Desert CA
- » Monterey Avenue Widening Improvement Project | Rancho Mirage CA
- » Fullerton Transportation Center Specific Plan | Fullerton CA
- » Aviation Station Transit-Oriented Development | Los Angeles CA



FERNANDO SOTELO

Senior Engineer

fsotelo@placeworks.com



KENNY PHAM, EIT

Engineer/Planner

Kenny Pham joined PlaceWorks as a planning engineer after completing his undergraduate degree and after a five-month internship with the Environmental team. He works closely with the firm's transportation engineer, assisting with gathering, analyzing, and modeling data for traffic, transportation, and parking studies. He also assists with the preparation of environmental analyses and documentation for the California Environmental Quality Act and the National Environmental Policy Act in the areas of transportation and traffic.

Kenny is proficient with transportation planning and traffic simulation software such as the Highway Capacity Software (HCS), Vistro, Transmodeler, and Synchro, and he is familiar with the HCM and ICU methodologies to evaluate traffic conditions.

HIGHLIGHTS OF EXPERIENCE

- » Traffic Impact Study for Christ's Church of the Valley | Etiwanda, CA
- » Traffic Analysis Technical Memorandum for Rancho Cucamonga New Fire Station | Rancho Cucamonga, CA
- » Existing Traffic Conditions Assessment for Val Verde School District | Perris, CA
- » Traffic Analysis for Santa Monica High School Expansion EIR Addendum for Santa Monica-Malibu USD | Santa Monica, CA

AWARDS

- » 2nd Place, 2018 ITE SoCal Student Competition
- » 3rd Place, 2017 ITE SoCal Student Competition

LEADERSHIP & COMMUNITY

- » President, ITE Student Chapter | UCI 2017—2018

EDUCATION

- » BS, Civil Engineering, Transportation Specialization
University of California, Irvine

AFFILIATIONS

- » Institute of Transportation Engineers (ITE)

Team member since 2018



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SCOTT ASHLOCK, ASLA

Senior Associate

Scott's background in architecture and landscape architecture and his savvy technological skills make him well versed in the nuts and bolts of design. His vigorous desire to expand his knowledge and his extensive travels make his approach to any project exciting and remarkable.

Scott is adept at tackling a variety of complex issues, but his passion is landscape architecture and how to address the natural and built environment, from large master-planned communities to specific sites. He incorporates principles of Asian landscape design; drought-tolerant landscapes; California native plantings; and demonstration, educational, and healing gardens. He also has extensive experience with construction documents, planting plans, and site designs and has worked with contractors and crews to ensure that the design intent and vision of a project are captured. Scott can develop creative design solutions and carry them forward from concept to project completion.

HIGHLIGHTS OF EXPERIENCE

SPECIFIC PLANS AND OTHER PLANNING SERVICES

- » De Anza Park Revitalization Plan | San Diego CA
- » Tesoro Viejo | Madera CA
- » Greenspot Specific Plan | Highland CA
- » CollegeTown Specific Plan | Fullerton CA
- » French Valley Specific Plan | County of Riverside CA
- » Garrett Ranch Specific Plan | Hemet CA
- » Mill Creek Specific Plan | Chino CA
- » Arbor Vista Specific Plan | Temecula CA
- » Seven Oaks Business Park Design Guidelines | Bakersfield CA
- » Carmenita Truck Center Planning Services | Santa Fe Springs CA

CORRIDOR PLANNING AND TRANSIT-ORIENTED DEVELOPMENT

- » San Bernardino Transportation-Oriented Development | San Bernardino CA
- » Beach Boulevard Corridor Fly-through Model | Buena Park CA
- » Highland Baseline Corridor Fly-through Model | Highland CA
- » Harbor Boulevard Corridor Plan and Vision | Santa Ana CA

MASTER PLANS

- » Mission Bay Park Master Plan Amendment | San Diego CA
- » Centennial New Town Master Plan | County of Los Angeles CA
- » Newhall Ranch Master Plan | County of Los Angeles CA
- » Calimesa Creek Master Plan | Calimesa CA

LIGHTING AND VIEWSHED ANALYSIS

- » Yorba Linda High School Pool Lighting | Yorba Linda CA
- » The Forum Lighting and View Shed Analysis | Inglewood CA

AWARDS

- » 2010 Water Feature Design Competition | Aquatic Technologies

EDUCATION

- » BS, Landscape Architecture, California State Polytechnic University, Pomona

REGISTRATIONS

- » Licensed Landscape Architect in California, No. 6177

AFFILIATIONS

- » Urban Land Institute
- » American Society of Landscape Architects

Team member since 2011



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YUE ZHANG

Project Designer

Yue has more than 5 years' experience in site planning and residential design. Her projects range from large-scale city planning to specific site plan and landscape design. Yue is passionate about site planning and how she can help clients and residents create a sustainable living environment. As a designer at PlaceWorks, Yue is involved in site analysis, design, production, coordination, and submittal processes. She specializes in landscape design, graphics, document design, 3D modeling and rendering, and lighting analyses.

Yue was the major research assistant in 2012 Landscape Architecture Foundation Case Study Investigation Program, in which she evaluated the performance benefits of four streetscape projects. During her master program, she presented a feasibility analysis for using constructed wetland system to treat and reclaim wastewater in City of Mount Pleasant, UT. This study will guide the construction of Mount Pleasant city wastewater treatment facilities.

HIGHLIGHTS OF EXPERIENCE

- » PA 61 Otay Mesa Landscape Plan | San Diego CA
- » THE GROVES at Loma Linda Specific Plan | Loma Linda CA
- » Solar Array View Simulation | Capistrano Unified School District
- » Water Tank Shadow Study | Woodside CA
- » Newhall Ranch Master Plan | County of Los Angeles CA
- » CollegeTown Specific Plan | Fullerton CA
- » Natomas Residential Design | Sacramento CA
- » Skyline Ranch Master Plan | Santa Clarita CA
- » Harbor Boulevard Corridor Plan and Vision | Santa Ana CA
- » Harmony Specific Plan EIR | Highland CA
- » Mill Creek Specific Plan | Chino CA
- » Ramona Creek Specific Plan | Hemet CA
- » Renaissance Rialto Specific Plan | Rialto CA
- » Tesoro Viejo Master Plan | Madera County CA
- » Tesoro Del Valle Master Plan | Santa Clarita CA
- » Oxford Place Development | Toronto CA
- » Glenwood Housing Foundation Landscape Design | Laguna Beach CA
- » Santa Ana High School Lighting Study | Santa Ana CA
- » Garey High School Lighting Study | Pomona CA
- » Pomona High School Lighting Study | Pomona CA
- » Westlake Village Site Plan | Westlake Village CA

PUBLICATIONS

- » "On the Research Front: 2012 Landscape Architecture Foundation Case Study Investigation and the Case of the Streetscape," Conference Notes for *Council of Educators in Landscape Architecture*, 2012.

SPEAKING ENGAGEMENTS

- » "Design of a Constructed Wetland for Wastewater Treatment and Reuse in Mount Pleasant, Utah" | 2012 Spring Runoff Conference | Logan UT

EDUCATION

- » MA, Landscape Architecture, Utah State University
- » BEng., Landscape Architecture, Southwest Jiaotong University

AFFILIATIONS

- » American Society of Landscape Architects

Team member since 2012

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ALEX REYES

Project Designer

Alex's passion is for creating spaces that people enjoy. His keen observations of how people of all ages interact with spaces allow him to put together the individual pieces that create a great community. Working with the planning and design team, he prepares graphics and models to convey design concepts to clients and the public. His diverse knowledge of computer programs allows him to quickly create a working product and adapt it to individual client needs. Alex also contributes to PlaceWorks' environmental team by preparing visual simulations, lighting studies, and shade/shadow analyses for environmental documents.

EDUCATION

- » BS, Landscape Architecture, California State Polytechnic University, Pomona

Team member since 2016

HIGHLIGHTS OF EXPERIENCE

LIGHTING ANALYSES AND VISUAL SIMULATIONS

- » Corona Del Mar High School Stadium EIR | Corona Del Mar CA
- » Wilson Middle School Multi-Purpose Field EIR | Glendale CA
- » Estancia High School New 50-Meter Pool Facility | Costa Mesa CA
- » Norwalk High School | Norwalk CA
- » Las Palmas Park and Pioneer Park Lighting Analysis | San Fernando CA
- » River Street Market Place MND/EIR | San Juan Capistrano CA

DESIGN AND PLANNING

- » Butterfield Specific Plan | Banning CA
- » Skyline Ranch Specific Plan | Los Angeles County CA
- » North Lake Specific Plan | Castaic CA
- » Tesoro Del Valle Specific Plan | Santa Clarita CA
- » Tesoro Viejo Master Plan | Madera CA
- » De Anza Revitalization Plan | San Diego CA
- » The Brookside | Walnut CA
- » Downtown Livermore Facilitation Services | Livermore CA
- » West Carson TOD Specific Plan and EIR | Los Angeles County CA
- » Hawk Ridge Community Planning | Kings County WA
- » Meadowood Community Design | Fallbrook CA
- » South Otay Mesa Specific Plan | San Diego CA
- » North Lake Site Planning | Santa Clarita CA
- » Palm Desert Property at Gerald Ford Drive Site Planning | Palm Desert CA



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MICHAEL WATSON, PG

Associate Geologist

With over a decade in the environmental consulting industry, Mike is proficient in providing field and office support to project managers performing site assessment and remediation. He performs site assessments, geohazard studies, air quality and industrial hygiene assessments, groundwater investigations, and remedial actions. Mike also manages materials acquisition, field equipment maintenance, and subcontractor coordination on large field investigations and monitoring programs.

A dedicated geologist, Mike continually strives to refine his knowledge, methods, and efficacy. He is especially committed to his current work for numerous school districts throughout California, where he assists in site assessment services and the Department of Toxic Substances Control's school site approval process. He performs Phase I ESAs, PEAs, geohazard studies, supplemental site investigations, remedial investigation reports, removal action documents, feasibility study reports, Title 5 Constraints Studies, and fill testing reports. In addition, he assists with the management and implementation of field investigations, assembles project data, and arranges methodical and comprehensive procedures to attain the client's goals.

HIGHLIGHTS OF EXPERIENCE

SITE ASSESSMENTS

- » PEAs, Phase I ESAs, Geohazards Study Reports, and Title 5 Studies for various schools | Moreno Valley USD
- » PEAs and Fill Testing for various schools | Clovis USD
- » PEA for Proposed Castaic High School | William S. Hart Union High School District
- » Phase I ESA for Proposed K-8 Parker Dam School | Needles USD
- » Removal Action, Fill Testing, and Quarterly Groundwater Sampling for Central Region High School No. 13 | Los Angeles USD
- » Removal Actions for Chaffey West Community Day School and Chino Early Education Center | San Bernardino County Superintendent of Schools
- » Phase I ESA for Citrus Creek Residential Development | Upland CA
- » Phase I ESA for the Arrowhead Springs Resort | San Bernardino CA
- » Phase I/II ESAs for Former Gas Station | Los Angeles CA
- » Quarterly Groundwater Sampling, Remedial Investigation and Remedial Action for Santa Fe Springs Athletic Fields | Little Lake City School District/Santa Fe Springs CA
- » Environmental Services for various schools | Hayward USD

REGULATORY COMPLIANCE & STRATEGIC PLANNING

- » Environmental Auditing for General Motors Railroad Locomotive Service Facility | Commerce CA
- » Construction Site Review Implementation, RAW, and Methane Mitigation System Inspection for Hull Middle School | Torrance USD
- » Underground Storage Tank Closure Report and Construction Response – Removal of Six Hydraulic Lifts for Central Region Elementary School No. 13 | Los Angeles USD
- » Removal Action, Oil Well Reabandonment, Crude Oil Pipeline Removal, Construction Response Services, and Construction Site Review Implementation for Harry Bridges Span K-8 | Los Angeles USD

EDUCATION

- » BS, Geology, University of California, Riverside

REGISTRATIONS

- » California Professional Geologist No. 8177

CERTIFICATIONS

- » 40-Hour Hazardous Waste Workers (HAZWOPER) Certification
- » 24-Hour First Responders Certification
- » 8-Hour HAZWOPER Refresher Certification
- » CPR/First Aid Certification
- » NITON X-ray Fluorescence (XRF) Analyzer Certification

AFFILIATIONS

- » Geological Society of America
- » Association of Environmental and Engineering Geologists
- » Seismological Society of America
- » Inland Geological Society
- » South Coast Geological Society

Team member since 2005

MICHAEL WATSON

Associate Geologist

mwatson@placeworks.com

- » Operations and Maintenance Inspection and Monitoring Reports, Five-Year Review Report, and Decommissioning of Methane Mitigation System at Woodcrest Jr. High and Liberty Elementary | Chino Valley USD
- » Corrective Measures Study and Quarterly Groundwater Monitoring for Raymond A. Villa Fundamental Intermediate School | Santa Ana USD
- » Soil Vapor and Groundwater Monitoring, Soil Vapor Extraction System Monitoring and AQMD compliance for Former Sargent Industries Facility | Huntington Park CA

CEQA/TITLE 5 ASSESSMENTS

- » CollegeTown Specific Plan EIR | Fullerton CA
- » Anaheim Canyon Specific Plan EIR | Anaheim CA
- » Title 5 studies for various schools in Westminster and Huntington Beach | Westminster School District
- » City of El Monte General Plan | El Monte CA
- » City of Industry General Plan | Industry CA
- » Irvine Business Center | Irvine CA

PUBLICATIONS

- » Watson, M. J., and S. Jorgensen, 2001. Geologic Map of the Margarita Peak 7.5 Minute Quadrangle, San Diego County, California: A Digital Database, Version 1.0. Mapping by S. S. Tan. California Division of Mines and Geology, Preliminary Geologic Map.
- » Watson, M. J. and others, 2003. Quaternary Geologic Materials Map of Part of the Juniper Hills 7.5 Minute Quadrangle, California. In Seismic Hazard Zone Report for the Juniper Hills 7.5-Minute Quadrangle, Los Angeles County, California. Mapping by A. G. Barrows, D. J. Beeby, D. B. Burke, T. W. Dibblee Jr., J. E. Kahle, and D. J. Ponti. California Geological Survey Seismic Hazard Zone Report 102.
- » Watson, M.J., K.R. Bovard, R.M. Alvarez, and C.I. Gutierrez, 2007, Geologic Map of the Oceanside 30' X 60' Quadrangle, California, Mapping by M.P. Kennedy and S.S. Tan. California Geological Survey Regional Geologic Map Series, Map No. 2: Scale 1:100,000.



STEVEN BUSH, PE

Senior Associate

A member of both the Environmental Sciences and the CEQA teams, Steve's eclectic skill set covers a wide range of technical services. He applies his knowledge and skills to field sampling for remediation projects and data analysis for health risk assessments, rail studies, and pipeline safety assessments. He also has extensive stormwater analysis and management experience, which is used to focus and clarify hydrology and water quality sections for CEQA documentation. As a member of the CEQA team's air quality and greenhouse gas assessment group, Steve has completed air quality and GHG analyses for a variety of projects, including residential development, stormwater outlets, and marsh areas. Additionally, Steve is proficient in different air quality modeling software such as CalEEMod2013 and AERMOD.

HIGHLIGHTS OF EXPERIENCE

ENVIRONMENTAL AND HEALTH RISK ASSESSMENTS

- » Clayton Valley Charter High School Preliminary Fatal Flaw Analysis, Concord CA
- » Tracy Learning Center (Charter School) HRA/Title 5 Review, Tracy CA
- » Wiseburn New High School EIR, Hawthorne CA
- » Health Risk Assessment and Railroad Safety Study for Martin Luther King Jr Middle School, Hayward CA
- » Health Risk Assessment, Pipeline Safety Hazard Assessment, and Railroad Safety Study for Pioneer High School, Whittier CA
- » Health Risk Assessments for Central Region Elementary School and South Region Span K-8 #1, Los Angeles CA
- » Rail and Pipeline Safety Studies, San Luis Coastal USD
- » Aboveground Water Tank Safety Hazard Assessment, Waterstone Environmental, Inc.
- » Health Risk Assessment for Irvine Technology Center, Irvine CA
- » Pipeline Safety Hazard Assessment, Manteca CA
- » CNG and Propane Risk Assessment for Ramona Elementary, Moreno Valley CA

AIR QUALITY/GHG AND CEQA

- » Valhalla Inn by the Bay Initial Study, Sausalito CA
- » The Landing at Walnut Creek Apartments EIR, Walnut Creek CA
- » Air Quality and Greenhouse Gas Analyses for Ocean Outlets Maintenance Manual, Orange County Flood Control District
- » Air Quality and Greenhouse Gas Analyses for Breuner Marsh Restoration, Richmond CA

SITE INVESTIGATION

- » Environmental Oversight of Remedial Action Plan for LAUSD Central Region Elementary School No. 20, Los Angeles CA
- » Site Remediation for former Sargent Industries Property, Huntington Park CA
- » Phase I Environmental Site Assessments for City Recreation and Parks, Los Angeles CA
- » Fontana USD High School Site No. 5, Fontana CA
- » Alessandro Boulevard and Kitching Street Alternative High School Site, Moreno Valley CA
- » High School No. 5 Alternate Sites EIR, Moreno Valley CA

EDUCATION

- » MS, Chemical Engineering, University of California, Los Angeles
- » BS, Chemical Engineering, University of California, Santa Barbara CA

REGISTRATION

- » State of California Professional Engineer No. 83997

CERTIFICATIONS

- » 40 Hour HAZWOPER
- » CPR and First Aid

Team member since 2007

- » Citrus Heritage Middle School IS/MND, Riverside USD
- » Tri-City Community Day School IS/MND, San Bernardino County Superintendent of Schools
- » AZ Winter Mesa Towing Site Subdivision EIR, Malibu CA
- » Crummer Site Subdivision EIR, Malibu CA

PUBLICATIONS

- » With J. Curren, S. Ha, M. Stenstrom, S. Lau, and I.H. Suffet, "Identification of subwatershed sources for chlorinated pesticides and polychlorinated biphenyls in the Ballona Creek watershed," Science of The Total Environment 403, no. 13 (2011): 2525–33
- » With M. Philibert, F. L. Rosario-Ortiz, and I. H. Suffet, "Advances in the characterization of the polarity of DOM under ambient water quality conditions using the polarity rapid assessment method," Water Science & Technology: Water Supply 8, no. 6 (2008): 725–733

AWARDS

- » Engineering Honor Society, Tau Beta Pi, 2002

STEVEN BUSH

Senior Associate

sbush@placeworks.com



DINA EL CHAMMAS GASS, EIT

Project Engineer/Planner

Dina comes to PlaceWorks with eclectic experience in the fields of sustainability, environmental engineering, and sustainable watershed management. She has been an assistant professor of sustainability and an environmental engineer in the Gulf and Caspian regions, where she prepared and implemented environmental management plans; pollution prevention plans; and management plans for waste, water, and wastewater.

Dina helped prepare environmental impact statements for large construction sites and performed field baseline studies and data modeling and assessment, working with EPA, EU, and WHO environmental legislation and regulations. As environmental team leader for an engineering contractor, she built an environmental management system that earned the company ISO 14001 certification. She also did research at the American University of Beirut on industrial waste management, water and wastewater treatment and reclamation, alternative fuels, and development of natural resources within an economically sustainable framework.

At PlaceWorks, Dina will perform air quality dispersion modelling, quantitative risk assessments, and assist with environmental and water resource engineering. She will also assist with general environmental analysis, contributing research, analysis, and review and preparing CEQA and NEPA compliance documents, including environmental impact report.

HIGHLIGHTS OF EXPERIENCE

- » Etiwanda Avenue/Country Village Road Truck Restriction Ordinance Health Risk Assessment | Jurupa Valley CA
- » Agua Mansa Commerce Park Specific Plan EIR | Jurupa Valley CA
- » Temecula Valley Charter School Health Risk Assessment | County of Riverside CA
- » Villa Park High School Modernization Pipeline Risk Assessment | Orange CA
- » Solana Vista Elementary School Reconstruction Pipeline Risk Assessment | Solana Beach CA
- » Brownwell Middle School Project Pipeline Risk Assessment | Gilroy CA
- » Aliso Niguel High School and Newhart Middle School STEM Projects Geologic and Environmental Hazards Assessment | San Juan Capistrano CA
- » Eastside School Site Geologic and Environmental Hazards Assessment | Riverside CA
- » Newport Crossings Mixed Use Project EIR | Newport Beach CA
- » Christ's Church of the Valley Campus Expansion and Improvements Initial Study | Rancho Cucamonga CA
- » New Public Safety Facility Initial Study | Rancho Cucamonga CA
- » Plaza Mexico Residences & Lynwood Transit Area Specific Plan EIR | Lynwood CA
- » San Bernardino Countywide Plan EIR | San Bernardino County CA
- » River Street Marketplace EIR | San Juan Capistrano CA

EDUCATION

- » Master of Engineering, Environmental and Water Resources Engineer, American University of Beirut, Lebanon
- » Bachelor of Engineering, Civil Engineering, American University of Beirut, Lebanon
- » MA, East Asian Studies, Maharishi University of Management, Fairfield, Iowa

CERTIFICATIONS

- » Engineer in Training, #163247

AFFILIATIONS

- » Association of Environmental Professionals (AEP)

Team member since 2018



DINA EL CHAMMAS GASS**Project Engineer/Planner**

delchammas@placeworks.com

PRIOR EXPERIENCE

- » Crowe Creek State Revolving Fund Project | Fairfield IA
- » Baku Tbilisi Cheyhan Pipeline | Republic of Georgia
- » Crescent New Gas Processing Plant | United Arab Emirates
- » Mitigation of NGL Plants Flares and RAG Utilization Project | Qatar
- » Dorood Project Onshore Facilities | Iran
- » Expansion and Development of the Harweel Miscible Gas Injection Enhanced Oil Recovery Project | Oman
- » Kashagan Field Development Project | Kazakhstan

PUBLICATIONS

- » "Immerse in Your Watershed: Problem Based, Service Learning for Undergraduate Sustainability Education," The Journal of Sustainability Education, January 2017.
- » "Potentiality of Wastewater Reclamation and Reuse in the Lebanon. A Case Study," Master's Thesis, American University of Beirut, Beirut, Lebanon, 2003.

AWARDS

- » 2002 Abd El Aal Research Award for the Advancement of Water Resource Engineering Research



ROBYN CHACONAS, EIT, LEED GA

Project Engineer/Planner

Robyn's collaborative and creative approach is anchored by a strong foundation of technical and leadership skills. Her practical experience in engineering, construction, permitting, and community development includes international and nonprofit projects. Robyn has also worked in the oil and gas industry, where she helped develop and implement technical designs and specifications in support of well abandonment and remediation programs. She is well versed in oil and gas permitting, regulatory compliance, and community outreach to inform stakeholders and foster public support.

At PlaceWorks, Robyn monitors construction sites for quality assurance and health and safety compliance, performs environmental site assessments, prepares environmental planning documents, and assists with community outreach and engagement.

HIGHLIGHTS OF EXPERIENCE

URBAN PLANNING AND DESIGN

- » Measure A Implementation | Los Angeles County CA
- » LA Countywide Voting Systems Assessment | Los Angeles County CA
- » Los Angeles River Ranger Establishment Program | Los Angeles County CA

ENVIRONMENTAL PLANNING

- » Santa Monica High School Expansion EIR Addendum | Santa Monica CA
- » Cerritos Elementary School Multi-Purpose Field Project MND | Glendale CA
- » Rancho Cucamonga Middle School NOE | Rancho Cucamonga CA
- » Helen Keller Elementary School CEQA Services | Riverside CA
- » Beswick Elementary School NOE | Tustin CA
- » San Jacinto High School NOE | San Jacinto CA
- » Polytechnic High School Initial Study | Sun Valley CA
- » Wilson Middle School Multipurpose Field Project Initial Study and EIR | Glendale CA
- » Alamitos Avenue Complete Streets Traffic Impact Review | Long Beach CA
- » Butcher-Solana Development Initial Study and EIR | Torrance CA
- » I-710 Realignment EIR Peer Review | South Gate CA
- » Fox Luggage Warehouse Development MND | City of Industry CA
- » Chevron Facility Upgrades MND | City of Industry CA
- » Estancia High School Pool Replacement NOE | Costa Mesa CA
- » Tustin Unified School District Solar Array NOEs | Orange County CA
- » Costa Mesa High School Field Netting NOE | Costa Mesa CA

ENVIRONMENTAL SCIENCE AND ENGINEERING

- » Men's Central Jail Replacement Health Risk Assessment Technical Studies | Los Angeles County CA
- » 3947 Vermont Ave. New School Phase I ESA and UST Removal | Los Angeles CA
- » 1241 S. Soto St. Phase I ESA Update | Los Angeles CA
- » Lincoln Middle School Noise Monitoring | Santa Monica CA
- » Valor High School Outdoor Area Phase I ESA | North Hills CA
- » Taft High School Phase I ESA | Woodland Hills CA
- » Lennox High School Phase I ESA and Focused Phase II | Inglewood CA

EDUCATION

- » BS, Mechanical Engineering, Colorado School of Mines, Golden
- » OSHA 40-Hr HAZWOPER
- » OSHA 10-Hr Construction

CERTIFICATIONS

- » Engineer in Training #163062
- » Leadership in Energy and Environmental Design, Green Associate

AFFILIATIONS

- » Engineers without Borders
- » American Planning Association: Young Planner Committee
- » Association of Environmental Professionals

Team member since 2017

ROBYN CHACONAS**Project Engineer/Planner**

rchaconas@placeworks.com

- » Dymally High School Remediation Analysis | Los Angeles CA
- » Mira Costa High School Gymnasium Phase I ESA | Manhattan Beach CA
- » David Starr Jordan High School Supplemental Site Investigation Workplan | Los Angeles CA
- » Western Avenue Elementary School Environmental Studies | Los Angeles CA
- » Legacy High School Environmental Studies | South Gate CA
- » Jefferson High School Soil Sampling | Los Angeles CA
- » Pacific Charter School Development 4360 Dozier St. Phase I ESA | Los Angeles CA
- » 1214 S Record Ave New School Soil Sampling and Excavation | Los Angeles CA
- » Methane Probe Testing | Los Angeles CA
- » Ocean Charter 12870 Panama St Proposed School Environmental Studies | Los Angeles CA
- » Wiseburn High School Gas Mitigation System Design and Installation Oversight | El Segundo CA
- » Central Region Elementary School #20 Groundwater Monitoring | Los Angeles CA

PRIOR EXPERIENCE

- » Community Center Skatepark Design and Construction | Addis Ababa, Ethiopia
- » Pedestrian Suspension Bridge Construction | Rancheria, Nicaragua
- » Oil and Gas Permitting and Diagramming | Long Beach CA
- » Oil and Gas Remedial Action and Abandonment | Denver CO
- » Cogeneration Wastewater Facility Improvements | Boulder CO



DENISE CLENDENING, PhD

Associate Principal, Site Assessment Services

Denise has over 27 years of experience providing technical oversight and performing human health risk assessments, site assessments, and investigations of chemical waste at multiple sites including Resource Conservation & Recovery Act (RCRA) and Superfund sites. She is adept at applying alternatives that are economical yet protective of human health and the environment. She conducts realistic assessments and calculates target cleanup levels based on site-specific exposure scenarios. Her work has involved pesticides, heavy metals, solvents, and petroleum-contaminated soils. She assists multiple school districts in California with site assessment, public relations, and the Department of Toxic Substance Control (DTSC) school site approval process. She participates in public hearings and school board meetings and coordinates her projects with the CEQA process.

Before joining PlaceWorks, Denise managed large divestiture environmental due diligence projects for the electric power industry and was involved in numerous environmental projects for oil field operation. Her experience also includes the development and testing of risk assessment software and teaching training courses in risk assessment using different software programs.

Denise has established a very good reputation with regulatory agencies and negotiates risk-related issues on behalf of her clients. She is a member of the Los Angeles Regional Water Quality Control Board Underground Storage Tank Advisory Board and has extensive experience with site closure activities with the DTSC, Environmental Protection Agency, Regional Water Quality Control Boards, and local oversight agencies throughout California.

HIGHLIGHTS OF EXPERIENCE

ENVIRONMENTAL & HEALTH RISK ASSESSMENTS

- » Xerox Corporation Preliminary Environmental Assessment and Health Risk Assessment | Santa Ana CA
- » Human Health Risk Evaluation, Literature Research for American Petroleum Institute
- » City of Redlands Health Risk Assessment | Redlands CA
- » Caltrans Risk Assessment and Groundwater Impact Analysis | California
- » Risk Assessments and Indoor Air Sampling for Confidential Client(s) | Various Locations
- » Human Health & Ecological Risk Assessment – Technical Review | Various Locations
- » Landfill Risk Assessments | Various Locations
- » Risk Assessments for Pesticide Contaminated Soil | Various Locations
- » Human Health Risk Assessment for Confidential Mineral Resources Client | Arizona
- » Human Health Risk Assessment at Whites Point Nike Missile Site | Los Angeles County CA
- » Human Health Risk Assessment at Fort MacArthur | Los Angeles County CA

EDUCATION

- » PhD, Soil Physics, University of California, Riverside
- » MS, Soil Science, University of California, Riverside
- » BS, Geology, University of California, Riverside

CERTIFICATIONS

- » Oil Spill Response Training

AFFILIATIONS

- » Soil Science Society of America
- » American Geophysical Union
- » American Chemical Society
- » Society of Risk Analysis
- » Coalition of Adequate School Housing

Team member since 2005

DENISE CLENDENING

Associate Principal

dclendening@placeworks.com

SITE ASSESSMENTS

- » Site Remediation for Hull Middle School | Torrance CA
- » PEA for New High School, William S. Hart UHSD | Castaic CA
- » Phase I for Property at East Briar Drive | San Bernardino County CA
- » PEA for Stella Academy Middle School | Los Angeles CA
- » Phase I for Valley Boulevard Widening | City of Industry CA
- » Oil Field Preliminary Environmental Assessment | Culver City CA
- » Lead-Based Paint Evaluations | Various Locations
- » Cogeneration Facilities Permit Applications | Various Locations throughout California
- » NRG Energy Environmental Due Diligence Investigations | California
- » AES Environmental Due Diligence Work Plans | California
- » Remedial Investigation and Remedial Action for Jersey Avenue Elementary School Site (Congresswomen Grace Napolitano presented award for special congressional recognition for project), Little Lake City School District | City of Santa Fe Springs CA
- » Preliminary Environmental Assessments for over 100 school sites throughout California
- » Phase I ESA and PEAs for four school sites, Moreno Valley USD
- » Phase I ESAs, PEAs, SSIs and RAWs for eight school sites, San Bernardino County Superintendent of Schools
- » Phase I ESA for Elementary School No. 19, Rialto USD
- » PEA and SSI for the New High School No. 3 Site, Colton Joint USD
- » Phase I ESA and PEAs for four school sites, Lynwood USD
- » Phase I ESA for the Proposed Elementary School No. 8, San Ysidro School District
- » Phase I ESA for the Proposed K–8 Parker Dam School, Needles USD
- » PEAs for three school sites and environmental and legislative support services, Santa Ana USD
- » Phase I ESA, PSHA, and PEA for Community Day School, Eastside USD
- » PEAs for five school sites in Clovis | Clovis CA
- » PEA for redevelopment project for the City of South Gate | South Gate CA
- » Phase I ESA for Arrowhead Springs Resort I | San Bernardino CA
- » Phase I ESA for two Charter Schools for Green Dot Public Schools | Los Angeles CA
- » Phase I and Phase II ESA for Former Service Station | Los Angeles CA
- » Phase I ESAs, PEA, SSIs, and fill testing for multiple school sites, Pomona USD
- » PEA and methane gas testing, Encinitas USD
- » Phase I ESA and lead testing for multiple sites, Fontana USD
- » Proponent's Environmental Assessment for PUC | Long Beach CA
- » Initial Site Assessments for Street Widening Projects | Santa Ana CA
- » Phase I ESAs for Renaissance Community Fund | Corona CA

TITLE 5/CDE RISK ASSESSMENTS

- » Geohazard Assessment for Inglewood Site, Today's Fresh Start Charter School
- » PEAs and Title 5 Assessments for three school sites, Redlands USD
- » Title 5 Compliance Study Reports for four sites, Whittier Union High School District
- » Prairie Vista Lead Testing, Hawthorne USD
- » Environmental Support and Risk Assessment for school sites, San Dieguito Union High School District
- » Human Health Risk Assessment School Site, Pomona USD
- » Title 5 Hazard and Constraints Analysis for four school sites, Irvine USD
- » Title 5 Hazard and Constraints Analysis for school site, Rialto USD



KARL H. RODENBAUGH, DEnv

Senior Scientist

Karl's professional experience and education during the past 32 years have stressed a broad, interdisciplinary understanding of environmental science, natural resources, and regulatory compliance issues. He has been a technical liaison between public and private entities in the areas of water quality, public health, risk assessment, air quality, ecology, and hazardous waste management, and has been responsible for environmental assessment and field projects in the United States, Mexico, South America, Asia, and Europe. Karl has overseen assessments for groundwater, surface water, air, asbestos, and soil contamination. He has prepared Preliminary Environmental Assessments and Remedial Action Work Plans for numerous proposed school sites. He has also analyzed and developed plans and regulations for assessment and mitigation of air pollution impacts, classification of solid waste facility sites, and siting electric power plants and transmission lines.

Karl assessed the regulatory requirements, operational controls and health risk concerns of a proposal to reuse treated wastewater at school sites. He presented his findings to the school board for their consideration and approval of the proposal. He also recently completed a three-year project for a national electric co-op association that culminated in a comprehensive guidebook. This guide helps utility managers and staff to efficiently navigate the federal, state, and local regulatory requirements for siting electric power generation, transmission, and substation facilities. Karl also recently prepared the Utilities sections of various California Environmental Quality Assessment (CEQA) documents (EIRs) for city General Plan Updates and Special Plans.

HIGHLIGHTS OF EXPERIENCE

REGULATORY COMPLIANCE & STRATEGIC PLANNING

- » Evaluated regulatory requirements, operational controls, and health risks of a proposal to irrigate school sites with recycled water | Fillmore CA
- » Authored a guidebook to help electric co-ops navigate the siting process, avoid barriers and delays, and secure federal, state, and local approvals for siting electric facilities; prepared for a national association of co-op electric utilities | Arlington VA
- » Prepared over 50 radio frequency exposure assessments for proposed cell tower sites | California
- » Surveyed and evaluated all 50 state regulatory programs for siting/certification of electric transmission lines; a series of three studies from 1985 through 1990 prepared for a national association of investor-owned electric utilities | Washington DC
- » Managed a global compliance program for over 100 USTs, including agency interactions, site assessment, system upgrades, closure, remediation, and/or replacement with ASTs | Worldwide
- » Developed NPDES permit conditions for surface water discharges, hazardous waste treatment and Superfund facilities | Louisiana and Texas
- » Electric power plant and solid waste landfill, Storm Water Pollution Prevention Plans (SWPPPs) | Los Angeles County CA
- » Concord Tech Center SPCC Update and Regulatory Review, Bank of America
- » SPCC Plan for the Los Angeles Data Center, Bank of America

EDUCATION

- » DEnv, Environmental Science and Engineering, University of California, Los Angeles
- » MPH, Environmental Health Sciences, University of California, Los Angeles
- » BS, Biology, University of California, Riverside

CERTIFICATIONS

- » CA DPH Water Distribution Operator D2 (No. 41252)
- » CA DPH Water Treatment Operator T2 (No. 34781)

AFFILIATIONS

- » American Water Works Association
- » Environmental Science & Engineering Society
- » American Association for the Advancement of Science

Team member since 1983

KARL H. RODENBAUGH

Senior Scientist

krodenbaugh@placeworks.com

- » NPDES Permitting Assistance, Fillmore, Griffin Industries
- » Groundwater Sampling and Analysis for Construction Dewatering Permit Application, Griffin Industries
- » NPDES Monitoring and Reporting, Griffin Industries

SITE INVESTIGATION

- » Proposed sedimentation basin near a Superfund site, groundwater quality assessment | Ventura County CA
- » Soil gas survey and correlated soil boring program to characterize subsurface solvent contamination | Los Angeles County CA
- » Site Contamination and Indoor Air Investigation, Mykotronx, Inc. | Los Angeles CA
- » Site contamination investigation, closure-in-place and conversion of diesel USTs to emergency water storage for data center | San Francisco CA

ENVIRONMENTAL & HEALTH RISK ASSESSMENTS

- » 300-acre development, human health risk assessment, diesel exhaust particulate matter (PM10) construction emissions | Ventura County CA
- » Evaluation of pollutants in water supply wells, private water company | California and Missoula MT
- » Spill prevention control and countermeasure plans for aboveground storage tanks | California and Arizona
- » Crude oil processing facility, air quality health risk assessment and site environmental evaluation | Orange County CA
- » SCAQMD Emissions Report, Los Angeles Data Center, Bank of America
- » UST Well Decommissioning Research, San Francisco Data Center, Bank of America

SCHOOL FACILITIES PLANNING

- » Rio Vistas Elementary School DTSC SSI Report | Fillmore USD
- » Review Proposal to Discharge Recycled Wastewater to FUSD Athletic Fields | Fillmore CA
- » Review of LNG Plant Project on behalf of Long Beach USD
- » Review of Long Beach Airport Expansion on behalf of Long Beach USD
- » Camp Hi Hill NEPA Reports for USFS Permit Renewal on behalf of Long Beach USD
- » On-Call services for the Mountainview Power Plant Expansion and Airport Expansion | Redlands USD
- » On-Call services for Cell Tower Radiation Assessment | Santa Ana USD

ARTICLES & PUBLICATIONS

- » 2007. Siting Electric Generation and Transmission Facilities: A Guide to Securing Federal, State and Local Approvals. Prepared for the National Rural Electric Cooperative Association, Arlington, Virginia.
- » 1995. Environmental Compliance Manual. Submitted to Bank of America, Corporate Real Estate, San Francisco, California.
- » 1991. Regulatory, technical, and practical considerations for setting enforceable limits in surface water discharge (NPDES) permits. Issue paper prepared for NPC Services, Inc., Baton Rouge, Louisiana. Submitted to the US EPA, Washington, D.C.
- » 1990. Review of State-Level Electric Power Transmission Line Siting Programs. Prepared for the Edison Electric Institute (EEI), Washington, DC. One of a series of nationwide surveys of state regulations governing electric power transmission facility siting processes, including EMF rules, performed by Dr. Rodenbaugh.
- » 1986. Subsurface NAPLs [non-aqueous phase liquids] transport at the CSSI Arlington, Oregon, hazardous waste site. Discussion paper submitted to the US EPA Region X, Seattle, Washington.
- » 1983. Merifield, P. M., W. D. Dritschilo, D. A. Bailey, K. H. Rodenbaugh, V. M. J. Ryden, and P. B. Schumann. Enhancement of habitats for the Yuma clapper rail and desert pupfish, Salton Sea, California. UCLA Environmental Science and Engineering Report No. 83-52.



ROBERT KAIN

GeoSpatial Services Business Leader

Robert has over 15 years of planning experience, including 10 years of municipal planning experience with the Cities of Newport Beach and Dana Point. He is well-versed in advanced and current planning practices in both the public and private sector, and has an excellent understanding of the relationship between data management and its importance in achieving service delivery standards for the work of community development and public works departments.

Before joining PlaceWorks, Robert served as the manager of Community Design and GIS at Hogle-Ireland, where he managed and directed a team of professional urban designers, graphic artists, and GIS analysts in the production of a multitude of planning projects. Projects included the development of specific plans, design guidelines, place making and city identity building, economic development marketing collateral, website development, GIS land use analysis, policy map updates, and database integration.

HIGHLIGHTS OF EXPERIENCE

- » Century High School Athletic Field Improvements | Santa Ana CA
- » Diamond Ranch High School Remodel | Diamond Bar CA
- » DR Horton Residential Project | Claremont CA
- » Transit Loop Feasibility Study | Fullerton CA
- » Garey High School Remodel EIR | Pomona CA
- » Clovis General Plan Phases 4 and 5 | Clovis CA
- » City of Industry General Plan Update | Industry CA
- » Irvine Spectrum Strategic Planning | Irvine CA
- » Trail Assessment and GIS Mapping | Los Angeles County CA
- » La Habra General Plan Update | La Habra CA
- » Los Alamitos General Plan and EIR | Los Alamitos CA
- » Menifee New General Plan and EIR | Menifee CA
- » Pomona High School Remodel EIR | Pomona CA
- » San Bernardino County Housing Element | San Bernardino County CA
- » Town of Yucca Valley General Plan Update | Yucca Valley CA
- » Upland General Plan | Upland CA
- » Yucaipa 2035 General Plan Update and EIR | Yucaipa CA

PRIOR EXPERIENCE

- » Zoning Map Update | Rialto CA
- » City of Yorba Linda General Plan Land Use & Zoning Map Update | Yorba Linda CA
- » City of Hesperia General Plan Land Use & Zoning Map Update | Hesperia CA
- » Zoning Map Update | Nye County NV
- » Fire Mitigation Zone Mapping | Laguna Beach CA
- » Fire Station Response Zones Mapping | Laguna Beach CA
- » Marine Safety Zone Mapping | Laguna Beach CA
- » City of Riverside Sustainability Database | Riverside CA

AWARDS

- » 2014 SCAG Sustainability Excellence in Green Region | Lynwood Residential Design Guidelines

EDUCATION

- » BS, Urban and Regional Planning, California Polytechnic University, Pomona
- » AA, Architecture, Palomar College, San Marcos, CA

AFFILIATIONS

- » American Planning Association
- » Orange County GIS Users Group

Team member since 2012



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KIM HERKEWITZ

GIS Manager, Southern California

As GIS Manager, Kim participates in nearly every PlaceWorks project. She has significant experience combining and analyzing information from a variety of perspectives, and she is adept at mapping and analyzing that data for planning projects. She combines GIS with other applications such as Rhino 3D/RhinoTerrain, Mapbox/TileMill, and Javascript/HTML5 to highlight crucial information and make it more accessible. With a strong sense of logic, she creates elegant GIS protocols for a certain project or a type of project so that the same analysis can be repeated with variables—without losing its integrity.

Kim's design work is deceptively simple and always unique, distinguished by the accuracy of her eye and her rigorous aesthetic logic. Her meticulous attention to detail and balance are particularly evident in her theming work for projects and presentation graphics. She has worked on site and grading plans, illustrative and land use plans, 3D visualization and modeling, web design, and various types of presentations. She is proficient with CAD, SketchUp, Google Earth, Photoshop, InDesign, Illustrator, Dreamweaver, and Flash.

EDUCATION

» BS, Geography, California State University, Long Beach

Team member since 2006

HIGHLIGHTS OF EXPERIENCE

URBAN PLANNING

- » La Mesa Downtown Village Specific Plan | La Mesa CA
- » Rialto Airport Land Use Study | Rialto CA
- » Mammoth Crossings Planning Study and Specific Plan | Mammoth Lakes CA
- » Palm Springs General Plan Update and Downtown Urban Design Program | Palm Springs CA
- » Shafter-Lerdo Specific Plan | Bakersfield CA
- » Winchester Crossroads Specific Plan | Riverside County CA
- » Ferber Ranch Field Investigation | Orange County CA
- » Rio Bravo Ranch Site Plan Review | Bakersfield CA
- » Greenspot Village and Marketplace Specific Plan EIR | Highland CA
- » Hemet Stock Farm Specific Plan | Hemet CA

PROJECT BRANDING AND CREATIVE MEDIA

- » The Arboretum Specific Plan Project Branding and Graphics Package | Fontana CA
- » Artesia Corridor Specific Plan, Project Branding | Gardena CA
- » SCAG 2% Compass Blueprint Strategy Implementation Demonstration Projects:
3D Modeling and Visualization | Southern California

GRAPHIC DESIGN AND PACKAGING

- » Clovis General Plan Update and EIR | Clovis CA
- » El Monte General Plan / Development Code Update Graphics Package | El Monte CA
- » Centennial Specific Plan Graphics Package, Tejon Ranch | Los Angeles County CA
- » The Meadows at Cummings Valley Master Plan Graphics Package | Tehachapi CA
- » Renaissance Rialto Specific Plan Graphics Package | Rialto CA
- » Valley Trails Specific Plan Graphics Package | Fontana CA
- » Santa Ana General Plan Housing Element Update Graphics Package | Santa Ana CA
- » University Heights Specific Plan / Annexation Graphics Package | San Marcos CA



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HALLEY GRUNDY

Project Planner

Halley has a passion for creating livable communities that are grounded by realistic design and thoughtful analysis. Her background in architecture and real estate development make her well versed in the ins and outs of design, the reality of market constraints and opportunities, and the analysis that informs development decisions. All are reflected in her inventive problem-solving approach. Her strong skills in GIS, spatial analytics, and graphics help to distill information into user-friendly resources that resonate with a broad audience.

Before joining PlaceWorks, Halley gained valuable experience in private retail development. She worked with national corporate retailers, including CVS Pharmacy, Sprouts Farmers Market, and Chipotle to strategically inform site selection. Her work included statistical analysis of demographic, traffic, and competitor information, data gathering via web-crawlers, data preparation and management, database development and maintenance, predictive modeling, and spatial visualization that were all used to provide insights during the site selection process.

EDUCATION

» BA, Architecture, Carnegie Mellon University

Team member since 2016

HIGHLIGHTS OF EXPERIENCE

- » Web-Based Countywide Plan | San Bernardino County CA
- » Bloomington Community Plan Update | San Bernardino County CA
- » Valley Boulevard Corridor Specific Plan | San Bernardino County CA
- » Desert Horizons Owners Association Pool Needs Assessment | Indian Wells CA
- » Corona General Plan Update | Corona CA
- » Brea Central City Core and General Plan Market Analysis and Phase 1 Design Overlay | Brea CA
- » Floriani Ranch Visioning Plan | San Benito County CA
- » Public Outreach Graphics and Workshops for Laguna Beach Local Hazard Mitigation Plan | Laguna Beach CA
- » Beach Boulevard Corridor Plan | Anaheim CA
- » City of Hope Cancer Research Center Specific Plan | Duarte CA
- » Redondo Beach Focused General Plan Update | Redondo Beach CA
- » Westminster General Plan Update | Westminster CA
- » Mapping and Graphics for Santa Ana Circulation Element and EIR | Santa Ana CA
- » East Lake Action Sports Master Plan Visioning | Lake Elsinore CA
- » Inyo County Multi-jurisdictional Hazard Mitigation Plan | Inyo County CA
- » Menifee Town Center Specific Plan Consistency Analysis | Menifee CA
- » Silver Wings Commerce Center Design Guidelines, Drive-Time Mapping, Site-Benefit Analysis | Bakersfield CA
- » Tustin Legacy Revisioning Specific Plan | Tustin CA
- » Tesoro Viejo Master Plan Basic Retail Market Analysis, Mapping | Madera County CA
- » CAD-Based Mapping for Renaissance Specific Plan Amendment | Rialto, CA
- » Southeast Area Specific Plan including Community Workshops | Long Beach, CA
- » Quay Valley Master Plan | Kings County, CA
- » De Anza Cove Revitalization Plan | San Diego, CA
- » City of Carson Vision Plan | Carson, CA
- » Seal Beach Tennis Center / Bluebell Park Preliminary Site Plan | Seal Beach, CA



PLACEWORKS

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William Delo AICP Project Manager/Transportation Planning

Mr. Delo is a Managing Principal of IBI Group's Irvine office and a Transportation Planner with over 17 years of experience in transportation planning and traffic engineering. Mr. Delo is an experienced project manager, responsible for the successful completion of numerous projects ranging from traffic and parking studies to regional multi-modal transportation studies. His active transportation, safe routes to school, and complete streets planning experience includes the preparation of master plans, policies, corridor studies, and conceptual design efforts.

Representative Experience

Wilshire Avenue Bicycle Boulevard, Fullerton, CA – Mr. Delo is IBI Group's project manager for this feasibility study examining the implementation of a bicycle boulevard on Wilshire Avenue east of Downtown Fullerton. Strategies being evaluated include traffic calming, neighborhood traffic circles, wayfinding, and other bike improvements. The corridor connected to an elementary school, a junior high school, and a community college. Coordination with all three schools, including administration and PTA, was crucial to the success of the project.

Coast Highway Corridor Analysis, Oceanside, CA – Project Manager for this study of 3.5 miles of Coast Highway to examine the feasibility of reducing the number of travel lanes and implementing roundabouts to create a complete street and improve bicycle and pedestrian safety. Project has included extensive community outreach, as well as detailed traffic analysis involving LOS, MMLOS, and VMT.

Michigan Avenue Neighborhood Greenway, Santa Monica, CA – Task lead for the conceptual design element for this project, which focused on the implementation of a neighborhood greenway along Michigan Avenue. A key element of the Greenway was to make improved safe routes to school connections to Santa Monica High School at the western end of the corridor.

Figueroa Corridor Streetscape Plan, Los Angeles, CA – This project recreates the streetscape along Figueroa Street in Los Angeles between the Financial District/Staples Center and Exposition Park/USC. Primary project elements include a separated and protected bike lane, pedestrian improvements, and streetscape improvements. Mr. Delo was the task leader for the traffic analysis and traffic design portions of the work.

OCTA Active Transportation Plan, Orange County, CA – Project Manager for IBI Group's effort to prepare the first ATP for Orange County. Project elements include identification of pedestrian priority areas, regional bikeways, and pedestrian and bikeway design toolboxes. Outreach efforts include the creation of a Chalk, Walk, and Roll school pedestrian and bicycle education contest, as well as identification of pedestrian and bicycle needs for school access throughout Orange County.

Education

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

Experience

2001-Present

IBI Group, Irvine, CA, Transportation Planner/
Associate

2000-2001

Civic Solutions, Inc. (City of Santa Monica, City of
Ontario, City of Rancho Santa Margarita),
Assistant Planner

1999-2000

Orange County Transportation Authority, Orange,
CA, Assistant Transportation Analyst

Memberships

American Planning Association

Association of Pedestrian and Bicycle
Professionals

Registrations

Certified Planner, American Institute of Certified
Planners #019993



Agua Caliente Section 14 Complete Streets Plan, Palm Springs, CA – Mr. Delo was the project manager for this study focused on the development of a Complete Streets plan and vision for the Section 14 Master Plan. IBI's role includes the development of the Complete Streets chapter for the Master Plan and the completion of associated traffic and parking studies for proposed land use changes.

Orem State Street Corridor Master Plan, Orem, UT – Transportation task lead, examining the feasibility of implementing a multi-way boulevard with high capacity transit along State Street in the heart of Orem. Current roadway is controlled by UDOT and oriented towards automobile traffic. Study focused on transforming the corridor to a complete street.

Arroyo Seco Parkway National Scenic Byway Corridor Management Plan – Mr. Delo was Deputy Project Manager and task lead for the transportation analysis for this project that involved the preparation of the Arroyo Seco Parkway Corridor Management Plan for Caltrans District 7. The Historic Arroyo Seco Parkway extends from US-101 in Los Angeles to Pasadena, and is typically cited as one of the first examples of a modern freeway. The traffic analysis completed in support of the CMP includes regional travel demand modeling, traffic impact analysis, and microsimulation of traffic conditions in the corridor to evaluate potential traffic operation and safety improvements proposed by the design team. The microsimulation effort was being completed by IBI Group using VISSIM.

Broadway Streetscape Traffic Analysis, Los Angeles, CA – Mr. Delo led the preparation of a traffic analysis for the Broadway corridor in Downtown Los Angeles. The Streetscape Plan examined the potential for reducing the number of traffic lanes on Broadway in order to improve pedestrian facilities and accommodate the future implementation of streetcar service in the corridor. The analysis looked at two concepts for lane reductions, one assuming the elimination of one traffic lane and second concept that would remove two traffic lanes.

Metro First and Last Mile Study, Los Angeles, CA – Mr. Delo was the deputy project manager for this study effort focused on developing a set of guidelines and policies for Metro and SCAG to follow in planning for first and last mile access to regional transit stations in Los Angeles County. The study includes examining conditions for bicycle and pedestrian access at 12 current Metro stations, and the development of design guidelines for future improvements.

Santa Ana General Plan Circulation Element, Santa Ana, CA – Mr. Delo is the deputy project manager of this current IBI Group effort to assist the City of Santa Ana in updating their General Plan Circulation Element. The update is being conducted to incorporate Complete Streets policies into the Element and to reflect current planning efforts for Streetcar in the city. The update is focused on rethinking the city's transportation network, focusing on moving people rather than cars, and making city streets safer for all users of the transportation system.

Yucaipa General Plan Update, Yucaipa, CA – IBI Group is responsible for updating the City's Circulation Element as part of the larger General Plan Update. Mr. Delo is the task lead for the Circulation Element update. Project elements include traffic modeling, Complete Streets planning, evaluating future roadway capacity needs, and updating planned bicycle facilities.

Evaluation of Pasadena Road Diets, Pasadena, CA – Project Manager of this study evaluating the performance of completed and planned road diet projects in the City of Pasadena. The analysis for the project includes the completion of a multi-modal level of service analysis for each corridor, a SimTraffic simulation, and a comprehensive report.



Mike Arizabal

Senior Transportation Planner

Michael Arizabal is a senior transportation planner with practical analysis and management experience. He has led the technical work for numerous transportation planning and traffic engineering projects in Southern California, and is an expert on all traffic analysis software and tools. Mr. Arizabal has a broad background of professional experience, focusing on transportation planning and traffic engineering, and specializing in site access/circulation, transit planning, parking management plans, data collection, active transportation application, technical reports in support of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation, and traffic impact analysis.

Representative Experience

City of Burbank, Clybourn Avenue Grade Separation and Configuration Project, Burbank, CA – Prepared a traffic memorandum to determine the change in traffic volumes in the study area due to the reconfiguration of the Clybourn Avenue grade crossing. Existing, future year 2035, and future year 2035 with project conditions were evaluated. Level of service, signal warrants/timing plans, queuing, and gate-crossing safety analyses were performed as part of the scope of work. Coordinated with city staff to obtain and analyze future model data with and without the improvements to the streets.

Mount San Jacinto College Meniffee Campus Master Plan Traffic Impact Analysis, Meniffee, CA – Served as lead technical analyst for the preparation of a Traffic Impact Study in support of an Environmental Impact Report for the proposed community college in Meniffee. The TIA conducted level of service analysis at study area intersections and roadway segments, consistent with County and City guidelines, along with a vehicle miles traveled (VMT) analysis required by SB 743. Tasks included trip generation, trip distribution/assignment, queuing, internal circulation, and sight distance analysis. Scenarios analyzed included existing, existing with project, build out with ambient growth and cumulative projects, and build out with project conditions. Appropriate mitigation measures were recommended, which reflected the policies outlined by County, City, and Caltrans criterion.

Century Boulevard Reconstruction Project, Inglewood, CA – Mr. Arizabal served as the primary technical analyst on the Century Boulevard Reconstruction Project on behalf of the City of Inglewood and the Los Angeles County Metropolitan Authority. The purpose of the project was to enhance flow of traffic and increase level of safety for motorized vehicles and pedestrians alike. The City proposed to reduce the number of travel lanes for a 5 mile stretch of Century Boulevard from 6 lanes to 4 lanes. Mr. Arizabal led the impact analysis (roadway capacity, intersection operations, traffic diversion due to a raised median, and interconnected signal analysis.) Other benefits included improved security enforcement as a result of the improved lighting illumination in the area, reduction of excess fuel emissions, which improves air quality, and calmer traffic flows. The traffic analysis

Education

B.S. (Civil Engineering)
Specialization in Transportation Information
Control Systems
University of California, Irvine, CA, 2004

Experience

2015–Present

IBI Group, Irvine, CA, Senior Transportation
Planner

2009–2015

AECOM, Orange CA, Senior Transportation
Planner

2004–2009

LSA Associates, Inc.,
Irvine, CA, Transportation Engineer

Memberships

Institute of Transportation Engineers (ITE)

American Society of Civil Engineers (ASCE)

Orange County Traffic Engineering Council
(OCTEC)

References

City of Costa Mesa SR-55 Access Analysis, Pritam
Deshmuk, 714-754-5183

Century Boulevard Reconstruction, Keith Lockard,
310-412-5383

Tehachapi City-Wide Traffic Model, Jay Schlosser,
661-822-2200

investigated opportunities and constraints to provide a corridor that was consistent with the City's "Complete Streets" objective and vision - streets that intertwine all modes of traffic (vehicular, bicycle, pedestrian) while promoting enhanced mobility and safety.

Wildomar College Traffic Study, Wildomar, CA – The proposed project involves the development of a community college with up to 10,000 full-time equivalent (FTE) students and up to 400 faculty and staff. This scope of work assumes analysis of three future year conditions 1) at project opening (phase 1), with a 2,800 FTE students upon opening of the college in 2019, 2) phase 2, corresponding to 2025 with 7,000 FTE students, and 3) at build-out, which is assumed to be by 2035 with the full complement of 10,000 FTE. The proposed study will be conducted consistent with the requirements of the City of Wildomar, and we have assumed use of the Riverside Traffic Analysis Model (RivTAM) to assist in the development of future forecasts with and without the project. Scenarios included existing, project opening year, interim year (with cumulative projects), and future build out (general plan). The corresponding traffic analysis focused on major roadways and intersections adjacent to the proposed boundaries of the project site.

City of Orange Parking Zoning Standards Update, Orange, CA – The City of Orange recently selected IBI Group, with Mr. Arizabal as the Project Manager, to prepare a parking study that examines parking standards for their effectiveness at meeting the parking demands of the variety of land uses and development contexts across the City. IBI Group's role in this current project includes a comprehensive review of parking demand for specific land uses within the City and in comparably sized and located jurisdictions and industry standards. IBI is also leading the outreach component which will provide valuable project information to the public, minimize community issues, and offer opportunities for community feedback.

Laguna Beach Downtown Specific Plan Actual Parking Demand Study, Laguna Beach, CA – Served as the Project Manager for the Laguna Beach Downtown Specific Plan Actual Parking Demand Study, which formed the basis for minimum parking requirements relative to land use (built and occupied). The parking study includes inventory and utilization of all off-street and on-street parking within the Laguna Beach Downtown area, which encompassed approximately 115 acres, including 272 parcels and 62 distinct land uses. Specific parking management recommendations such as blended parking rates, shared parking, ridesharing partnerships, dynamic metered pricing, and time restrictions were made.

Orange County Transportation Authority Transit Center Parking Management Study, Orange County, CA – Led comprehensive parking management study as the Project Manager for OCTA's two park and ride facilities and five transportation centers. The objective was to develop a parking management plan that offers parking to a variety of transit users to promote ridership. Key study elements included a review of best practices and parking management tools, followed by parking counts, surveys, outreach, and existing site assessments.

Hermosa Beach Parking Management Plan, Hermosa Beach, CA – Currently serving as the Project Manager to identify and address parking issues in the downtown area as it pertains to valet, metered on-street, public off-street, and private off-street parking conditions in the Coastal Zone of Hermosa Beach. The IBI team is tasked with providing a comprehensive review of parking demand for specific land uses such as hotels, offices, and retail and to compare them to industry-wide standards and best practices.

Coast Highway Development Incentive Overlay Zone – Reformed Parking Standards, Oceanside, CA – Led a team as Deputy Project Manager to prepare a technical memorandum to inform and recommend reformed parking standards to be included in the Coast Highway Overlay as an incentive for encouraging development and redevelopment within the corridor. Mr. Arizabal developed and justified reformed parking standards that were based on an assessment of parking demand, current requirements, and potential opportunities for new parking areas.



Karen M. Sujata PE Transportation Engineer

Ms. Sujata is a Transportation Engineer at IBI Group with experience in comprehensive evaluations and reports, as well as preparation of roadway striping plans, bike path plan and profile sheets, surface parking lot and parking structure conceptual plans, multimodal level of service analyses, and traffic impact analyses for various transportation projects throughout California. Ms. Sujata is adept in a range of software including AutoCAD, MicroStation, TransCAD, TransModeler, Synchro, Traffix, and the full suite of Microsoft Office programs. She previously worked on the TRIPS Centennial Corridor project in Bakersfield, CA to prepare street improvement plans which included a new Class 1 multi-use path. Her work on a wide variety of transportation projects shows a versatility in skill sets she strives to expand.

Representative Experience

TRIPS Centennial Corridor, Bakersfield, CA – This project will construct a new alignment to connect State Route 58 to Interstate 5 freeway in Bakersfield, CA. The Thomas Roads Improvement Program (TRIP) is interested in utilizing the remnant parcels of land along both sides of the freeway to create a Class I multi-use path. Ms. Sujata worked on various aspects and stages of this project, starting with the Centennial Corridor Pedestrian and Bicycle Path Planning and Feasibility Study to identify the best route for the proposed bicycle path. Ms. Sujata then assisted in the creation of the bike path plan and profile sheets. She also worked on preparing local street improvement plans, which involved an extensive redesign of street profiles, sidewalks, signing and striping, and ADA curb ramps.

Wilshire Avenue Bicycle Boulevard, Fullerton, CA – IBI Group was tasked with a feasibility study examining the implementation of a bicycle boulevard on Wilshire Avenue east of Downtown Fullerton. Strategies such as neighborhood traffic circles, diverters, and curb extensions were explored in order to lower vehicle speeds and emphasize pedestrian and bicycle safety along the road. Ms. Sujata provided design support for the live mock-up installation of the bike boulevard, in which temporary neighborhood traffic circles are being assessed for effectiveness.

CRA/LA Figueroa Streetscape, Los Angeles, CA – This project proposed the recreation of streetscape along Figueroa Street in Los Angeles between the Financial District/Staples Center and Exposition Park/USC with extensive restriping and resigning to better serve the mix of pedestrians, bicycles, vehicles, transit and businesses that utilize the corridor. Primary project elements included a separated and protected bike lane, pedestrian improvements, and streetscape improvement. Ms. Sujata assisted in the QA/QC procedure.

Metro Gold Line Foothill Extension Parking Facility Conceptual Design, Los Angeles County, CA – Phase II of the Metro Gold Line Foothill Extension extends the existing Los Angeles Metropolitan Transportation Authority rail line from its current planned terminus in Azusa to the cities of Glendora, San Dimas, La Verne, Pomona,

Education

B.S. (Civil Engineering)
University of California, Irvine, CA, 2014

M.S. (Civil Engineering)
University of California, Irvine, CA, 2015

Experience

2015–Present

IBI Group, Irvine, CA
Transportation Engineer

Memberships & Registrations

Institute of Transportation Engineers (ITE)

American Society of Civil Engineers (ASCE)

Chi Epsilon National Civil Engineering Honors Society

Licensed Professional Engineer (Civil), California
Board of Professional Engineers and Land Surveyors, CA No. 88791



Claremont, and Montclair. Ms. Sujata assists in the development of the conceptual parking facility designs for each of the stations. Elements of the work include preliminary site plans with access/egress locations, parking layout and internal circulation, cross sections showing internal garage ramping systems, elevation views, and identification of aesthetic enhancement. Pedestrian paths from the station to the parking garages are also studied at each station location in order to maximize pedestrian comfort and access.

Irwindale Gold Line Station Transit Oriented Development (TOD) Specific Plan – The City of Irwindale is developing a TOD Specific Plan in response to the opening of the Irwindale Metro Gold Line Station. The document will provide the tools to create a vibrant, healthy, and sustainable transit-oriented community. IBI was tasked with the Mobility and Infrastructure elements of the Plan. Ms. Sujata is working on evaluating the existing conditions of streets, bikeways, and transit systems and will also be working on the traffic impact analysis for baseline and future conditions. She is also working on the Infrastructure element to assess existing conditions of water, sewer, and storm water services and creating a sewer model using as-built plans to evaluate the impacts any items proposed in the Plan may have on the sewer system.

Uptown Bikeways Phase 3, San Diego, CA – SANDAG is investing in active transportation as part of its regional plan to mitigate traffic congestion, advance climate goals, and emphasizes the health benefits of these modes of travel for individuals and communities. Phase 3 of the Uptown Bikeways consists of adding bicycle and pedestrian facilities to multiple roadways in the Mission Valley and Hillcrest communities. Ms. Sujata has assisted in alternatives design and the development of drawings in preparation of 30% design.

District 4 / District 6 ITS Improvements, Massachusetts DOT, Multiple Locations – Closely following the District 3 and District 5 improvements, this project is designing new CCTV and dynamic message signs along multiple corridors throughout the state. IBI Group is leading the design for ITS, power service, and communications design. Ms. Sujata worked on evaluating each location for need of highway and local streets guardrail to protect from new fixtures, and designed and prepared drawings as necessary.

West Carson Transit Oriented Development (TOD) Specific Plan – The Los Angeles County Department of Regional Planning is developing a TOD Specific Plan to improve transportation and mobility for the community. IBI Group has been tasked with developing the mobility element of the Specific Plan, which will focus on leveraging the community's assets and connecting uses and activities to attract future investment in the community. Ms. Sujata worked on the traffic impact analysis for baseline and future conditions.

Laguna Hills Transit Center Joint Development Study, Laguna Hills, CA – IBI Group was tasked to develop joint development options for the Laguna Hills Transportation Center by the Orange County Transportation Authority that would lead to the creation of a multi-modal hub that meets the needs of all of its users. Ms. Sujata aided in refining the goals and objectives for the site to guide the planning and analysis efforts, as well as researching existing transit-based joint development ventures. Primary project elements include a site assessment, transit operations review, development of site plans, and a financial assessment of each proposed alternative.

OCTA Bikeshare Evaluation, Fullerton, CA – Orange County's multimodal transportation agency, Orange County Transportation Authority (OCTA), conducted a pilot bike sharing program in 2014 in order to improve mobility and first and last mile connections for its Metrolink rail service. Due to low ridership and high costs, however, the pilot program was cancelled in 2015. Ms. Sujata assessed the cooperation between OCTA and the operator, surveyed other national bike sharing programs, and discussed the challenges and lessons learned from this pilot program.



Yonathan Esquivel E.I.T. Transportation Engineer

Mr. Esquivel is a Junior Transportation Engineer at IBI Group who has been involved in a variety of traffic/transportation engineering and transportation planning projects. His experience includes projects such as traffic impact analyses, circulation studies, transit feasibility studies, traffic control plans, and traffic signal design and modifications.

Representative Experience

Coast Highway Corridor Study, Oceanside, CA – Traffic engineer assisting in the traffic impact and VMT analyses. IBI Group was tasked with conducting a corridor analysis of Coast Highway from State Route 76 to the southern city limits. The objective of the study is to examine the operational feasibility of roundabouts and changes in lane configuration to transition the corridor to a Complete Streets configuration featuring bike lanes and other pedestrian amenities.

West Carson TOD Specific Plan, West Carson, CA – Traffic engineer assisting in the traffic impact and VMT analyses. The analyses considered the effects of project traffic in relation to the existing and proposed land use zoning adopted in the City of West Carson Specific Plan. The impact on study intersections was assessed, and mitigation measures proposed.

Section 14 Circulation and Streetscape Plan, Palm Springs, CA – Traffic engineer assisting in the development of the circulation and streetscape component for the Section 14 Specific Plan. The plan provided Complete Street designations and concept plans for the lane configuration of the city network. Conceptual plans for bike facility striping and angled parking were provided; cost estimates for concept alternatives were developed as well.

Irvine Unified School District Traffic Study, Irvine, CA – Traffic engineer assisting in the preparation of a traffic study for a proposed K-8 school in Irvine, California. The study was to assess the traffic impacts of the school in the future year conditions using ITAM-15 generated traffic. The study provided an intersection, queue, and link analysis of the study area.

Wilshire Avenue Bike Boulevard, Los Angeles, CA – Traffic engineer assisting in the development of concept plans and cost estimates for a bike boulevard. The City of Fullerton is proposing to construct a bicycle boulevard along Wilshire Avenue near downtown Fullerton. The goal of the project is to improve bicycling conditions along the corridor and create an environment that allows for the safe and efficient movement of bicycle and vehicular traffic. The project also involved developing a bicycle boulevard handbook that will serve as a design reference for any future bicycle boulevard projects. As a part of the project, temporary traffic calming measures were implemented along the corridor to study their impacts on traffic volumes and speed

I-805/47th Street BRT/LRT Station PEAR and PSR-PDS, Los Angeles, CA – Technical analyst assisting in the preparation of transit ridership and transfer data. The project proposes to evaluate three

Education

B.S. Civil Engineering – Transportation Systems,
University of California – Irvine, Irvine, CA, 2016

Experience

July 2016 – Present

IBI Group, Irvine, CA, Junior Transportation Engineer

June 2014 – July 2016

IBI Group, Irvine, CA, Transportation Engineering Intern

June 2012 – September 2012

City of Riverside, Riverside, CA, Traffic Engineering Intern

Memberships

Institute of Transportation Engineers (ITE)

American Society of Civil Engineers (ASCE)

Engineer-In-Training (EIT), California Board of Professional Engineers and Land Surveyors, CA No. 160061



alternatives (one in-line and two off-line station alternatives with their accompanying bus priority lane) to provide the BRT operation with a stop at the Orange Line 47th Street Trolley Station. The project purpose is to provide the nearby community with access to the new BRT service on the future I-805 Express Lanes to improve access to regional transit services, facilitate regional system connectivity between the Orange Line Trolley and I-805 BRT services, enhance community mobility, and improve access to jobs inside and outside of the community. As part of the project, IBI Group prepared conceptual station plans for the three alternatives with a level of detail sufficient to support the PSR-PDS to determine costs, right-of-way, transit and traffic impacts, and environmental impacts.

4th & Hill Preliminary Traffic Study, Los Angeles, CA – Traffic engineer assisting in the preparation of traffic impact analysis. The goal of the 4th & Hill study is to assess the potential traffic impact as a result of the construction of a new high-rise residential project in Downtown Los Angeles. The preliminary study is to estimate the magnitude and location of impacts to be expected with the construction of the project, as well as identify potential mitigation measures.

TRIP Centennial Corridor, Bakersfield, CA – Transportation engineer assisting in the preparation of design plans for several elements of the local streets improvement package. The project involves an extension of State Route 58 beyond State Route 99 to provide a continuous route to the Interstate 5 freeway in Bakersfield, CA. The extension requires improvements to the local streets in order to accommodate the additional use of right-of-way for freeway mainline and ramp construction. Additionally, the Thomas Roads Improvement Program (TRIP), a cooperative effort between the City of Bakersfield, County of Kern, Caltrans and the Kern Council of Governments, is interested in re-purposing the remnant parcels of land along both sides of the freeway to create a Class I multi-use path. The Centennial Corridor Pedestrian and Bicycle Path Planning and Feasibility Study aimed to identify the best route for the proposed bicycle path. The local streets improvement plans involve extensive design of the new street profiles, sidewalks, ADA curb ramps, signing and striping, and tie-ins to existing ground.

Metro Gold Line Foothill Extension Phase I, Los Angeles, CA – Transportation engineer assisting in the preparation of conceptual design for parking garages for the Metro Gold Line Foothill Extension. The project extended the rail line from its previous terminus in Pasadena through the cities of Arcadia, Duarte, Irwindale, Monrovia and Azusa. Several alternative designs were developed to improve operational and cost efficiencies, garage location, orientation and design features. Elements of the work included preliminary site plans with access/egress locations, parking layout and internal circulation for both surface and garage facilities, rough order of magnitude (ROM) cost estimates, and for the garages – cross sections showing internal ramping system, elevation view, and identification of aesthetic enhancement features for the garages. All six facilities and their alternatives were designed to Los Angeles Metropolitan Transportation Authority (METRO) specifications and design criteria.

VTA Bus Facility Conceptual Plans, Santa Clara, CA – Traffic engineer assisting in the development of conceptual plans for transit facilities following the initial preparation for the Santa Clara Valley Transportation Authority (VTA) 2010 Facilities Master Plan by IBI Group, which examined the existing conditions at the bus maintenance, light rail maintenance, paratransit, and administrative facilities owned and operated by VTA. Concepts were to provide adequate facilities for VTA's future needs given plans for service expansion, changes to vehicle fleet mix, and changes to service patterns. Conceptual plans also quantified the facility improvements in order to provide cost estimates for the concept alternatives.

Figueroa Corridor Streetscape Project, Los Angeles, CA – Transportation engineer assisting with development of traffic signal modification plans in addition to signing and striping plans. The Figueroa Corridor Streetscape Project explores streetscape opportunities along Figueroa Street between 7th Street and 41st Street. The project considered a range of improvements such as sidewalk widening, pedestrian plazas, landscaped parkways with street trees and pedestrian lighting, bike lanes, cycle tracks buffered by on-street parking, storm water infiltration, new transit stops, street furniture, and district signage.



Daryl Zerfass PE, PTP

Principal, Transportation Planning & Traffic Engineering



Daryl is a California registered traffic engineer and a certified professional transportation planner with more than 27 years of experience in multiple aspects of traffic engineering and transportation planning. He has a proven record of managing large-scale traffic studies efficiently and effectively. His projects include freeway facility and interchange studies for PSRs and PRs, traffic impact studies for large-scale development projects, transportation studies for Specific Plans and General Plan updates, large-area transportation studies, corridor studies, transportation nexus fee studies, traffic model development, and land-use related circulation studies.

EDUCATION

BS, Civil Engineering, University of California, Irvine, California, 1990

REGISTRATIONS

Professional Engineer #TR1824 (Traffic), State of California

Professional Transportation Planner #454, Transportation Professional Certification Board Inc.

MEMBERSHIPS

Member, Orange County Traffic Engineers Council

Member, Institute of Transportation Engineers

Associate Member, American Society of Civil Engineers

PROJECT EXPERIENCE

Northlake Traffic Impact Study, Castaic, California (Project Manager)

Daryl is project manager for the preparation of a traffic studies in support of this project site in the Castaic area north of the City of Santa Clarita. A Specific Plan allowing for the development of 3,600 homes was approved in 1992. In the subsequent years, the project has changed ownership multiple times and Daryl has provided assistance in due diligence efforts, alternatives analysis, and is working with the current owners with the preparation of a traffic impact analysis in support of the project's supplemental environmental impact report and first vesting tentative tract map.

Planning Area 39 - Orchard Hills, Irvine, California (Project Manager)

Daryl managed the traffic study for the PA 39 VTTM 17759 project in the City of Irvine. It is a tract map traffic study conducted for 1,950 apartment homes, an elementary school, a day care facility and a community facility, in the southern half of City of Irvine Planning Area 39. As part of this work effort, Stantec utilized ITAM Version 12.4 to prepare traffic forecasts for Interim Year 2017 conditions, 2035 conditions, and Post-2035 conditions, with and without the proposed development project. The traffic model forecasts provide the basis for a comprehensive traffic impact analysis developed in accordance with the City's guidelines. The traffic study was used by the City to evaluate the impacts of the proposed project and for site specific analysis data for the proposed VTTM.

Santa Clarita Sheriff Station Traffic Study, Santa Clarita, California (Project Manager)

Daryl managed the traffic study for the Santa Clarita Sheriff Station on Golden Valley Road in the City of Santa Clarita. For this effort, research Daryl prepared previously for the County of Los Angeles was used to develop trip generation rates specifically applicable to a County Sheriff Station. These specialized trip rates, together with traffic model forecasts from the City's travel demand model provide the basis for a comprehensive traffic impact analysis developed in accordance with the City's guidelines. The traffic study was used by the City to evaluate the impacts of the proposed Sheriff Station and included a site specific analysis to determine special treatments for the station driveways, which included an emergency vehicle traffic signal.

Sand Canyon Plaza Traffic Impact Analysis, Santa Clarita, California (Project Manager)

Daryl is project manager for the preparation of the traffic impact analysis that evaluated the proposed development of 580 residential units and a retail and assisted living facility. The project effort includes the design of two modern roundabouts for project access and an impact analysis for the project's EIR.

* denotes projects completed with other firms

Design with community in mind

Daryl Zerfass PE, PTP

Principal, Transportation Planning & Traffic Engineering

The Keystone (Five Knolls) Traffic Impact Study*, Santa Clarita, California (Project Manager)

Daryl is project manager for the preparation of traffic studies in support of this development of 979 single family homes and a YMCA and school site in the City of Santa Clarita. A comprehensive traffic impact analysis was prepared for use in the project's EIR, and supplemental traffic studies and traffic design efforts have been prepared in support of the project development.

Skyline Ranch Traffic Impact Study*, Santa Clarita, California (Project Manager)

Daryl was project manager for the preparation of the traffic impact analysis that evaluated the development of approximately 1,200 single family homes and an elementary school site just northeast of the City of Santa Clarita. The study effort facilitated a modification to the County's Highway Plan to replace a planned highway with an alternative alignment in a less environmentally sensitive location. The traffic study provided the impact analysis used for the project's EIR.

Via Princessa Extension Traffic Study*, Santa Clarita, California (Project Manager)

Daryl was project manager for this project effort that included the circulation system analysis and the traffic impact analysis for the proposed extension of Via Princessa in the City of Santa Clarita. The study included the development of travel demand model forecasts and an operational analysis of the planned configuration. A key link in the City's roadway network, the Via Princessa extension will provide an important east/west connection between the eastern portion of the City and Golden Valley Road. The effect of the new roadway segment on adjacent and parallel facilities was evaluated and provided the traffic and circulation material for the project's environmental document.

Castaic High School Traffic Impact Study*, Castaic, California (Project Manager)

Daryl was project manager for the preparation of the traffic impact analysis that evaluated the development of a High School in the Castaic area north of the City of Santa Clarita. The study effort included analysis of three potential sites and facilitated the selection of a preferred site location. The traffic study provided the impact analysis used for the project's environmental document.

The Masters University Master Plan Traffic Studies, Santa Clarita, California (Project Manager)

Daryl is the project manager for the preparation of a traffic impact analysis for the proposed revision to the Master Plan for The Masters College. Daryl prepared the traffic study for the Master Plan in 2008, and is currently responsible for the EIR traffic study addressing the first phase of development and phasing of the planned roadway improvements. The traffic study also addressed supplemental issues such as the Dockweiler Drive extension. For the current analysis, various circulation system and site access alternatives are being evaluated.

Anaheim Rapid Connection (ARC), Anaheim, California (Traffic Task Manager)

Daryl is managing the traffic analysis for the ARC streetcar project. The streetcar is proposed to provide service to a 3.2-mile-long corridor within the Anaheim Resort, Convention Center, and Platinum Triangle areas, and will connect with regional rail systems such as Metrolink, Amtrak, and future High Speed Rail at the Anaheim Regional Transportation Intermodal Center (ARTIC). The project's traffic analysis provides the resource material needed for the project's EIR and NEPA documentation by addressing traffic performance changes to the local street system as a result of traffic lanes and intersections being shared with the ARC fixed rail vehicles. The traffic study includes operational analysis for the roadways and intersections along the streetcar route, an assessment of construction related impacts, and a special events analysis due to the area's unique characteristics as a resort and sporting event destination.

City of Costa Mesa General Plan Traffic Study, Costa Mesa, California (Project Manager)

Daryl was responsible for the traffic analysis prepared as part of the City of Costa Mesa's 2004 and 2016 General Plan updates. These projects included close coordination between the project team to implement a coordinated land use and transportation planning effort. The traffic studies serve as a resource document for the project's environmental documentation as well as the new General Plan Circulation Element.

* denotes projects completed with other firms

Maria has been involved in Transportation Planning for more than ten years. She is well-rounded in the profession with experience in short and long-range transportation planning, travel demand modeling and forecasting, land use impact analysis, transportation system evaluation, highway corridor planning, transportation demand management strategies, transportation management plans, traffic simulation models, roundabouts, bicycle and pedestrian plans, SB 375 and SB 743, GHG and VMT reduction strategies, and GIS applications. She has prepared numerous traffic studies in support of environmental impact reports, development projects, major highway improvement projects, Specific Plans, roadway improvement projects, circulation elements, and transit projects. Maria supports the project manager as the lead technical manager on numerous projects. She has developed great working relationships with various agencies, including Orange County Transportation Authority, Caltrans, and County of Los Angeles.

EDUCATION

BA, Environmental Analysis and Design, University of California, Irvine, California, 2007

REGISTRATIONS

Certified Planner #028708, American Institute of Certified Planners

Professional Transportation Planner #419,
Transportation Professional Certification Board Inc.

MEMBERSHIPS

Member, Young Professionals in Transportation

President - Local Club Dialogue by Design, Irvine CA, Toastmasters International

Member, American Planning Association

PROJECT EXPERIENCE

Traffic Impact Assessments

Santa Clarita Valley Sheriff Station Traffic Study, Santa Clarita, California (Transportation Planner)

Maria was the transportation planner for a traffic study conducted for a proposed 56,900 SF Sheriff Station in the City of Santa Clarita. The document was prepared in support of the project's environmental compliance documentation under CEQA. Maria prepared the trip generation, trip distribution, and evaluated the potential impacts of the project on the local roadway system for short-range and interim year conditions. Maria also provided a site access evaluation that evaluated the intersection control options for the 3 site driveways

Entrada South (VTM 053295) TDM Strategies, Los Angeles County, California (Transportation Planner)

Maria worked on the preparation of transportation demand management strategies for the Entrada South Project's EIR. The Mission Village project includes construction of 1,574 dwelling units, approximately 295,200 square feet of commercial retail development, 435,000 square feet of general office, and one elementary school. Maria prepared analyses and documentation that illustrated the Project's compliance with Senate Bill 375 and Senate Bill 743. This involved preparing VMT data using the SCAG travel demand model and SCVCTM travel demand model. Maria also conducted analyses of TDM strategies from California Air Pollution Control Officers Association (CAPCOA) to estimate CO2 and VMT reductions.

Portola Parkway Gap Closure Sensitivity Analysis, Lake Forest, California (Transportation Planner)

Maria prepared the Portola Parkway Gap Closure Sensitivity Analysis. The proposed gap closure would connect Portola Parkway between the State Route 241 toll road to just west of Alton Parkway in the City of Lake Forest. The proposed gap closure is a planned arterial link contained in the OC MPAH as a four-lane primary arterial. Maria assisted with the traffic modeling and prepared the impact analysis.

The Irvine Spectrum Center (Spectrum 1), Irvine, California (Traffic Analyst)

Maria supported the project team overseeing the engineering and construction services for The Irvine Spectrum Center (Spectrum 1) in Irvine, California. Maria provided existing peak-time volume data for the parking areas and roadways adjacent to the parking. Maria also prepared volume exhibits that was used in a presentation to the client.

* denotes projects completed with other firms

Design with community in mind

Maria A. Manalili AICP, PTP

Transportation Planner

Tustin Downtown Commercial Core Specific Plan Traffic Study, Tustin, California (Traffic Analyst)

Maria was a traffic analyst supporting the project manager in the preparation of a traffic study for the Downtown Commercial Core Specific Plan. The proposed project would allow for the addition of up to 887 dwelling units to the downtown area based on specific allocations to six "development areas". Furthermore, transfer of units between Das would be allowed up to a maximum increase of 25 percent for any give DA. The traffics study was prepared for inclusion in the project's Environmental Impact Report (EIR). Maria prepared future forecast intersection volumes, conducted an impact analysis using the intersection capacity utilization (ICU) methodology, and created a GIS database.

Huntington Beach Gun Range Remediation and Reuse Project Traffic Analysis, Huntington Beach, California (Assistant Planner)

Maria assisted the transportation planner in the preparation of the traffic analysis for the proposed Gun Range Remediation and Reuse project in the City of Huntington Beach. The propose project would occupy 4.9 acres in Huntington Central Park and a range of recreational uses may be implemented after site remediation, including a park area, a dog park, four outdoor basketball courts, four outdoor tennis courts, and parking spaces. In lieu of the basketball and tennis courts, the City may implement 30,000 square feet skating area. The traffic analysis provided existing year, short-range and long-range impact analyses of the proposed project. Maria assisted by preparing the intersection analysis and prepared the drawings for the report.

Mesa Court Expansion Project Traffic Study, Irvine, California (Transportation Planner)

Maria prepared the traffic assessment for the Mesa Court Expansion Project at the University of California, Irvine campus. The project involved redeveloping the Mesa Court dining hall and the addition of 570 student beds. Maria prepared trip generation estimates, conducted a parking analysis, and identified project impacts.

The Masters College Master Plan Revision Traffic Study, Santa Clarita, California (Assistant Project Planner)

Maria assisted the project manager for the preparation of a traffic study for the proposed revision to the Master Plan for The Masters College. In 2008, a traffic study was prepared for the Master Plan and this revision evaluated potential short-range access alternatives to the extension of Dockweiler Drive to serve the incremental expansion of The Master's College.

Entrada South Traffic Impact Analysis, Los Angeles County, California (Transportation Planner)

Maria was the lead technical manager for preparation of the traffic impact analysis that evaluated the Entrada South (VTTM 053295) project located in the Santa Clarita Valley. The project consists of 1,574 dwelling units, approximately 295,200 square feet of commercial retail development, 435,000 square feet of general office, and one elementary school. The project also includes 5.6 acres of public park, 2.9 acres of recreation centers to serve the residents, 27.2 acres spineflower preserve, and 106.8 acres of open space. The study provided the traffic and circulation material for the project's EIR. Maria evaluated multiple project phases, short-range and long range scenarios, incorporated a master roadway infrastructure phasing plan, and included a detailed design evaluation for the on-site roadway system. Maria also evaluated potential project impacts on the I-5, SR-14, I-405, SR-170, and I-210. Maria also conducted other analyses including: traffic signal warrant analysis, CMP analysis, construction impact analysis, and TDM measures.

Homestead South (VTTM 060678) Traffic Impact Analysis, Los Angeles County, California (Transportation Planner)

Maria supported the project manager in the preparation of the traffic impact analysis that evaluated the Homestead South (VTTM 060678) project located in the Santa Clarita Valley. The project consists of 3,617 residential units and approximately 66,400 square feet of commercial retail development, as well as one elementary school, one junior high, and one high school. The study provided the traffic and circulation material for the project's EIR. Maria evaluated multiple project phases, short-range and long range scenarios, incorporated a master roadway infrastructure phasing plan, and included a detailed design evaluation for the on-site roadway system. Maria also evaluated potential project impacts on the regional freeway system. Maria conducted other analyses including: traffic signal warrant analysis, CMP analysis, construction impact analysis, and TDM measures.

Planning Area 39 - Orchard Hills, Irvine, California (Project Planner)

Maria worked for the PA 39 VTTM 17759 project is a tract map traffic study conducted for 1,950 apartment homes, an elementary school, a day care facility, and a community facility in the southern half of City of Irvine Planning Area 39.

* denotes projects completed with other firms

Cathy is a transportation engineer with more than 30 years of experience in traffic and transportation studies. Her capabilities include land use/circulation impact analysis, traffic forecasting, capacity analysis, site plan and parking analysis, signal progression analysis, and freeway operations analysis. She has been responsible for a variety of traffic impact studies and traffic engineering evaluation projects throughout Southern California, and has overseen traffic flow simulation models in many cities, including Camarillo, Tustin, and San Clemente.

EDUCATION

Bachelor of Science, Engineering, University of California, Irvine, Irvine, California, 1986

REGISTRATIONS

Licensed Traffic Engineer #1635, State of California

PROJECT EXPERIENCE

Oso Parkway Bridge Improvement Project – SR 241/Los Patrones Parkway Traffic Study, Orange County, California

The southern end of the SR 241 Toll Road terminates at Oso Parkway in the County of Orange. Los Patrones Parkway, an arterial roadway, was originally proposed to continue south of the current SR 241 terminus assuming at-grade connections of SR 241 and Los Patrones Parkway. This study evaluated a grade-separated interchange at Oso Parkway for the project's environmental documentation and provided the traffic operations details of the grade separated interchange to aid in the project's design.

Anaheim Marriott, Anaheim, California
(Transportation Engineer)

The Anaheim Marriott project consists of 221 hotel rooms located on Manchester Avenue across Harbor Boulevard from Disneyland Resort. The project will share a parking lot with the existing Mimi's Café on the corner of Harbor Boulevard and Manchester Avenue. The study analyzed the proposed hotel short-range traffic impacts at four intersections in the area, as well as the parking required for both the proposed hotel and the existing restaurant. The study found that the proposed hotel would have no significant traffic impacts on the surrounding circulation system, and the parking provided would be sufficient to accommodate both the hotel and restaurant.

Marina Park TPO Traffic Study*, Newport Beach, CA (Traffic Engineer)

Cathy performed a Traffic Phasing Ordinance (TPO) traffic analysis for the Marina Park development in the City of Newport Beach. The project consisted of a community center, sailing center, marina, and recreational park uses on approximately six acres. The analysis included 10 intersections under summer and off-peak seasons.

* denotes projects completed with other firms

Catherine Lawrence TE

Transportation Engineer

Los Coyotes Country Club Development Plan Traffic Impact Analysis, Buena Park, California
Cathy conducted a traffic impact analysis prepared in support of the environmental impact report for the Los Coyotes Country Club Development Plan. The project consisted of 125 residences located within the existing Los Coyotes Country Club property. The analysis focused on the trip generation, distribution, and assignment of peak hour and daily trips, and the potential impacts on 15 intersections in the surrounding community and arterial network under near-term and long-term conditions.

Various Specialty Use Parking Studies*, Laguna Niguel, California (Project Manager and/or Project Engineer)

Cathy has worked extensively with the staff of the City of Laguna Niguel and has prepared various parking studies throughout the City, typically for unique uses with seasonal and specialty needs. Some of the projects she has prepared parking analyses for include an elementary/middle schools ballfield expansion, the new skate park and soccer park, and a proposed dog park.

Laguna Beach Engineering and Traffic Study, Laguna Beach, California (Transportation Engineer)

Cathy is collecting data and performing an analysis on 14 speed limits throughout the City of Laguna Beach. If radar or other electronic device is used to enforce the speed limit on a road, an engineering and traffic survey must be conducted to justify that speed limit. This Engineering and Traffic Survey report presented field radar speed samples and data analysis for updating of speed zones as required by the California Vehicle Code.

OC Parks, County of Orange, California (Traffic Engineer)

Cathy is serving as the lead traffic engineer for all projects as a part of an on-call contract to the OC Parks Department. She has analyzed the entrance of the Irvine Regional Park, including two nearby intersections and traffic at the gate access. She also prepared alternatives for improvements to traffic circulation, along with improvements to bicycle and pedestrian circulation. She is also reviewing traffic conditions along Jamboree Road to determine the traffic levels and feasibility of improvements in the Peters Canyon Regional Park area.

Coto de Caza Lyon Subdivision Traffic Study, Orange County, California

Cathy performed a traffic analysis for the residential project located within the private Coto de Caza community in support of the environmental documentation prepared for the project. The project consisted of 40 single family homes, and potential impacts on 12 intersections within the gated community and surrounding arterial network were analyzed.

UCI University Hills Planning Area 11, Irvine, California (Transportation Engineer)

Cathy is assisting with the preparation of a traffic study for the development of a 300 unit staff and faculty housing near the campus of University of California, Irvine. The analysis includes 13 intersections and evaluating the current traffic conditions. A model is then run with the additional housing units and possible occupants to determine if any impact will occur on the surrounding streets and if the development should then proceed.

* denotes projects completed with other firms



Ruben Ramirez

Research Biologist

Summary of Qualifications

Mr. Ramirez has experience conducting focused habitat assessments, surveys and natural history research for federal and state listed flora and fauna for over 20 years throughout California. Research studies include arroyo toad upland habitat radio tracking and movement pattern characterization, population monitoring for the San Bernardino kangaroo rat and Pacific pocket mouse, and population, post-fire studies, nest monitoring for the coastal California gnatcatcher.

As Owner/Research Biologist for Cadre Environmental for 14 years, Mr. Ramirez is responsible for all aspects of the business. These responsibilities include business development, client/agency interaction and coordination, project initiation and research, documentation, and mapping. In addition to conducting sensitive species research, Mr. Ramirez is also responsible for developing Geographic Information System (GIS) databases including creation, database development, and map production.

Mr. Ramirez also served as a member of the Los Angeles County Significant Ecological Areas Technical Advisory Committee (SEATAC) from 2004-2006.

Selected Project Experience

- Santa Clara River Watershed Amphibian Macroinvertebrate Bioassessment Project, Los Angeles & Ventura Counties
- Lower Piru Creek Herpetological Monitoring Plan, UWCD FERC No. 2153 – Article 404
- Belle Terre, County of Riverside
- Pechanga Indian Reservation, County of Riverside
- University Highlands, County of Riverside
- Santa Rosa Academy, City of Murrieta
- MSHCP Reserve Design, City of Hemet
- Gnatcatcher Post-Fire Research – CPMCB
- Arroyo Toad Upland Habitat Research – RMV
- Biological Monitoring – Caltrans District 11
- Ramona Band of Cahuilla Indians, County of Riverside
- Shearwater Creek, City of Temecula
- Arbor Vista, City of Temecula
- Wilson Creek Business Park, City of Yucaipa
- Lamb Canyon Landfill, County of Riverside
- Center for Natural Lands Management, County of Riverside
- Dripping Springs, County of Riverside

Education

M.S., California State Polytechnic University, Pomona Biological Sciences, 2000

B.A., California State University, Fullerton Biological Sciences, 1993

Registration/Certifications

United States Fish and Wildlife Service Endangered and Threatened Wildlife Species Permit 780566-13.

Coastal California Gnatcatcher

Pacific Pocket Mouse

San Bernardino Kangaroo Rat

Arroyo Toad

California Red-legged Frog

California Department of Fish and Wildlife General Scientific Collecting Permit

County of Riverside - Approved Biological Consultant. 2004.

County of San Bernardino - Approved Biological Consultant. 2004.

Marine Corps Base Camp Pendleton Approved Biological Monitor. 2016.

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TRICIA CAMPBELL
Principal/
Senior Biologist

GLENN LUKOS ASSOCIATES



YEARS OF EXPERIENCE

Professional start date: 1990

Years at GLA: 4

EDUCATION

BA, Biology, California
State University, Long Beach, 1989

PERMIT

USFWS 10(a)(1)(A) Recovery
Permit, #TE789266-10
(re-initiating) for Southwestern
Willow Flycatcher and Coastal
California Gnatcatcher

TEACHING EXPERIENCE

Guest Speaker at CEQA Extension
Course, UCLA, 2009

Assistant Instructor for Land Bird
Banding and Micro-ageing Extension
Course, UC Riverside, 2009

Co-instructor for Hummingbird
Banding Workshop, UC Riverside,
1998

TRAININGS ATTENDED

Endangered Species Act Update,
CLE International, 2014

California Yellow-billed Cuckoo
Workshop at the Kern River Preserve,
Audubon Society, 2005

Wetland Delineation Course,
Wetland Training Institute, 2005

U.S. Army Corps of Engineers
Wetland Delineation Training,
Richard Chinn Environmental
Training, 2003

Southwestern Willow Flycatcher
Workshop at the Kern River Preserve,
Audubon Society, 2001

PROFESSIONAL SUMMARY

Tricia Campbell has 25 years of experience as an active Field Biologist, providing consulting for and specializing in special-status species biology and sensitive biological resource issues with regional emphasis in southern California. Her expertise is management of projects that are complex due to a combination of factors including types of federally- and/or state-listed resource present, regulatory and legal framework, multiple agency involvements, and/or large-sized projects. She is experienced with private development, transportation, government (local and state), and utility projects.

Tricia has conducted biological field investigations and reporting for California Environmental Quality Act (CEQA) and National Environmental Quality Act (NEPA) documents including initial studies, mitigated negative declarations, environmental impact reports (EIR), environmental impact studies (EIS), and California Department of Transportation natural environment studies requiring detailed impact analyses. She is experienced with Endangered Species Act (ESA) Section 7 consultations and biological assessments. She conducts focused surveys and/or habitat evaluations for listed special-status species including California least tern, western snowy plover, Belding's savannah sparrow, arroyo toad, Quino checkerspot, burrowing owl, coastal California gnatcatcher, southwestern willow flycatcher, least Bell's vireo, and California yellow-billed cuckoo. Tricia has extensive knowledge and experience with southern California flora and fauna and excels at working on difficult, complex projects.

SELECTED PROJECT EXPERIENCE

ANAHEIM REGIONAL TRANSPORTATION INTERMODAL CENTER PROJECT – ORANGE COUNTY TRANSPORTATION AUTHORITY; ANAHEIM, CALIFORNIA

Served as Lead Biologist. Authored the biological resources technical report as well as biological resources baseline and impacts analyses for the EIR/EIS. Resource issues included potential federal jurisdictional waters and wetlands as well as state streambeds and nesting birds protected under federal and state laws. The project was located in a highly developed landscape.

CAMPUS MASTER PLAN EIR – CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS, CARSON, CALIFORNIA

Served as Lead Biologist. Led biological resources studies including a general constraints analysis, delineation of jurisdictional waters and wetlands, and focused studies of burrowing owl and native nesting birds. Provided a detailed analysis of seasonal ponds occupied by Riverside fairy shrimp. Authored the draft biological resources section of the EIR.

CALIFORNIA HIGH-SPEED TRAIN, ANAHEIM-TO-LOS ANGELES – CALIFORNIA HIGH-SPEED RAIL AUTHORITY/STV; INCORPORATED ORANGE AND LOS ANGELES COUNTIES, CALIFORNIA

Served as Lead Biologist. Conducted special-status species habitat evaluations and vegetation mapping. Additionally served as primary author of the biological resources technical report as well as for biological resource baseline and impacts analyses in the EIR/EIS. The project required an in-depth understanding of both state and federal environmental laws and regulations related to biological resources.

DISTRITO LA NOVIA/SAN JUAN MEADOWS DEVELOPMENT PROJECT – ADVANCED GROUP 99-SJ & ADVANCED GROUP 03-79-2; SAN JUAN CAPISTRANO, CALIFORNIA

Served as Senior Biologist. The project was a mixed-use development on 154 acres of land requiring formal Section 7 Consultation under the federal Endangered Species Act for proposed impacts to coastal California gnatcatcher and its Critical Habitat. Coordinated with Corps of Engineers and U.S. Fish and Wildlife Service on project revisions and proposed impacts, and was involved in negotiations with the Service on mitigation strategies.

WATSON INDUSTRIAL PARK PROJECT – THE WATSON LAND COMPANY; CHINO, CALIFORNIA

Served as Lead Biologist. Project consisted of development of a 215-acre site into an industrial building complex. Lead biological studies including evaluation of waters and wetlands, vegetation mapping, focused survey for burrowing owl and focused habitat evaluation for Delhi Sands flower-loving fly. Authored biological technical report in support of an Mitigated Negative Declaration under CEQA. Additional services included raptor habitat assessment and arborist reporting on protected windrows.

ARMSTRONG RANCH SPECIFIC PLAN - ALLEN MATKINS LECK GAMBLE MALLORY & NATSIS LLP; ONTARIO, CALIFORNIA

Served as Lead Biologist. Project was a residential development on 206 acres of land. Led biological resources studies including evaluation of waters and wetlands, vegetation mapping, burrowing owl focused survey, and focused evaluation of Delhi Sands flower-loving fly. Authored biological technical report in support of an EIR under CEQA.

ARCADIA LOGISTICS CENTER PROJECT – YELLOW IRON INVESTMENTS; ARCADIA, CALIFORNIA

Served as Lead Biologist. Project proposed development of warehouse distribution/logistics center on 81 acres of reclaimed lands with storm drain connection with the San Gabriel River. Led biological resource studies including nesting bird surveys, focused survey for burrowing owl, vegetation mapping and habitat evaluations for special-status plants and animals. Authored biological technical report in support of an EIR under CEQA.

MEADOWPASS ROAD EXTENSION EIR – CITY OF WALNUT; WALNUT, CALIFORNIA

Served as Biological Resources Lead. The project was a highly controversial road improvement project. Studies included general biological resources evaluation; delineation of jurisdictional waters and wetlands; and focused studies of California gnatcatcher, least Bell's vireo, and southwestern willow flycatcher. Conducted a protected tree inventory. Prepared biological resource technical documents and sections of the EIR.

DIAMOND VIEW MOUNTAIN DEVELOPMENT – DIAMOND VIEW MOUNTAIN HOLDINGS; RIVERSIDE COUNTY, CALIFORNIA

Served as Project Manager and Lead Biologist. Prepared a detailed impact analysis supporting the EIR for the 390-acre site. Assessed general biological resources; mapped natural community vegetation; conducted focused surveys for coastal California gnatcatcher, burrowing owl, and birds of prey; coordinated jurisdictional waters and wetlands delineation; and performed rare plant botanical surveys. Reported existing site conditions and general and focused field survey results to provide a comprehensive impact analysis of special-status species and other biologically sensitive resources potentially affected by the proposed project within an appropriate regulatory framework considering CEQA, federal and California ESAs, and Section 404 of the Clean Water Act (CWA). Additionally, provided avoidance, minimization, and compensatory mitigation recommendations. The project was complex in terms of regulatory needs due to the take of state-listed Mojave tarplant.

DAVID MOSKOVITZ
*Principal/
 Senior Biologist/
 Regulatory Specialist*

GLENN LUKOS ASSOCIATES



YEARS OF EXPERIENCE

Professional start date: 1997

Years at GLA: 21

EDUCATION

MS, Biology, California
 State University, Fullerton, 2003

BA, Biology, California State
 University, Fullerton, 1996

PERMITS

CDFW Scientific Collecting
 Permit #SC-007888

USFWS 10(a)(1)(A) Recovery
 Permit #TE-084606-3 for Coastal
 California Gnatcatcher and
 listed fairy shrimp

TEACHING EXPERIENCE

General Biology Instructor,
 Mt. San Antonio College,
 2007 – 2014

General Botany Instructor,
 Mt. San Antonio College,
 2011 – 2013

Botany Lab Instructor,
 California State University,
 Fullerton, 1996 – 1998

Field Botany Graduate Assistant,
 California State University,
 Fullerton, 1997

TRAININGS ATTENDED

Arid West Supplement,
 Wetland Training Institute,
 2007 and 2001

California Burrowing Owl Symposium,
 2004

PROFESSIONAL SUMMARY

David Moskovitz is a Field Biologist/Regulatory Specialist with an extensive background in field botany, plant ecology, and wildlife biology. David has investigated a diverse range of topics in plant ecology including wetlands and riparian systems, vernal pools, alluvial scrub plant communities, fire ecology of mixed conifer forests, and classification of desert plant communities. He has participated in numerous biological investigations throughout Orange County. David's botanical experience has included extensive focused surveys for special-status plants, vegetation mapping, tree inventories, and vernal pool surveys. In addition to his botanical background, his experience in wildlife biology includes performance of general habitat assessments, focused surveys for sensitive plants and animals, nesting bird surveys, wildlife movement studies, and raptor foraging studies.

David has conducted biological field investigations and reporting for California Environmental Quality Act (CEQA) and National Environmental Quality Act (NEPA) documents including initial studies, mitigated negative declarations, environmental impact reports (EIR), environmental impact studies (EIS) requiring detailed impact analyses. He is experienced with the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP), Endangered Species Act (ESA) Section 7 consultations, and biological assessments. He conducts focused surveys and/or habitat evaluations for listed special-status species including savannah sparrow, arroyo toad, Quino checkerspot, burrowing owl, coastal California gnatcatcher, southwestern willow flycatcher, least Bell's vireo, California yellow-billed cuckoo, and listed fairy shrimp. David has extensive knowledge and experience with southern California flora and fauna and excels at working on difficult, complex projects.

SELECTED PROJECT EXPERIENCE

**EAST ORANGE GENERAL PLAN COMMUNITY—THE IRVINE COMPANY;
 ORANGE COUNTY, CALIFORNIA**

Served as Project Biologist. Conducted a jurisdictional delineation for the 10,000-acre study area and prepared a jurisdictional delineation report. Conducted extensive vegetation mapping of native habitats including coastal sage scrub, native grassland, chaparral, and riparian communities. Special-status plants included intermediate mariposa lily and many-stemmed dudleya. Performed focused surveys for least Bell's vireo, protocol surveys for coastal California gnatcatcher, and a habitat assessment for special-status bats. Performed surveys for fairy shrimp and western spadefoot toad. Prepared a biological technical report for use in preparation of environmental documents pursuant to CEQA. The environmental impact report was certified for the project.

WILLIAM LYON PROPERTY—THE LYON FAMILY; COTO DE CAZA, CALIFORNIA

Serving as Project Manager/Lead Biologist. Conducted a jurisdictional delineation and prepared a jurisdictional delineation report. Performed general biological surveys and focused coastal California gnatcatcher surveys. Conducted an oak tree inventory and prepared an inventory report of findings. Identified on-site mitigation opportunities and formulated a mitigation plan. Prepared a biological technical report for incorporation into the EIR, which is approved.

CORONA 720 PROJECT—VULCAN MATERIALS COMPANY; CORONA, CALIFORNIA

Serving as Lead Biologist. Conducted vegetation mapping within the 720-acre property as well as presence/absence surveys for coastal California gnatcatcher and focused plant surveys for various species including intermediate mariposa lily and many-stemmed dudleya. Supported an extensive wildlife movement study involving surveying for scat and tracks as well as implementing remotely-triggered cameras and scented track stations necessary to facilitate refinement of a proposed constrained linkage. Prepared a biological technical report to meet CEQA and MSHCP requirements.

WHITEWOOD ROAD PROJECT—ALBERT A. WEBB ASSOCIATES; CITY OF MURRIETA, CALIFORNIA

Served as Project Biologist. Conducted general biological surveys, vegetation mapping, and focused surveys for sensitive plants and least Bell's vireo. Implemented focused southwestern willow flycatcher surveys, burrowing owl surveys, and a jurisdictional delineation. Authored jurisdictional delineation and biological technical reports for use in preparation of environmental documents pursuant to CEQA. Prepared an MSHCP consistency analysis and riparian DBESP analysis. Prepared permit applications and coordinated processing of CWA Section 401 and 404 and FGC Section 1602 authorizations.

SPECIAL AREA MANAGEMENT PLAN, SOUTHERN SUB-REGION HABITAT CONSERVATION PLAN AND MASTER STREAMBED ALTERATION AGREEMENT FOR VARIOUS PLANNING AREAS AND INFRASTRUCTURE—RANCHO MISSION VIEJO; SAN JUAN CAPISTRANO, CALIFORNIA

Served as Field Botanist. Performed rare plant surveys throughout the 23,000-acre study area including for many-stemmed dudleya, intermediate mariposa lily, thread-leaved brodiaea, southern tarplant, and Coulter's saltbush.

NEWPORT BANNING RANCH—NEWPORT BANNING RANCH, LLC; NEWPORT BEACH, CALIFORNIA

Served as Field Biologist. Conducted general biological surveys; rare plant surveys; vegetation mapping; and focused surveys for least Bell's vireo, coastal California gnatcatcher, and cactus wren.

FERBER RANCH PRESERVE INTERIM BIOLOGICAL MONITORING SUPPORT SERVICES PROJECT—ORANGE COUNTY TRANSPORTATION AUTHORITY; TRABUCO CANYON, CALIFORNIA

Serving as Lead Biological Preserve Monitor/Botanist. Providing support to Orange County Transportation Authority (OCTA) with biological resources monitoring for the 399-acre Ferber Ranch Preserve to determine threats and stressors that may impact Covered Species and natural communities; conducting overall assessments (e.g., invasive species, erosion, unauthorized trail cutting, and trail condition) to help determine areas of highest management priority; and documenting unauthorized activities and related effects to biological resources (e.g., encroachments and unauthorized trail cutting). Providing ongoing site visits, photo monitoring, and reporting, including annually, to address results of research and monitoring activities, recommend appropriate adaptive management actions, and discuss anticipated activities for the upcoming year. Focused species surveys will be conducted on an as-needed basis. Additional work includes invasive species mapping and preparation of an invasive species treatment plan to be approved by USFWS and CDFW, as well as statistical vegetation sampling. GLA is also providing support to OCTA during public outreach events.

THIENAN PFEIFFER
*Principal/Senior
 Regulatory Specialist*

GLENN LUKOS ASSOCIATES



YEARS OF EXPERIENCE

Professional start date: 2002

Years at GLA: 16

EDUCATION

MS, Environmental Studies,
 California State University, Fullerton,
 2002

BA, Environmental Analysis & Design,
 University of California, Irvine,
 2000

CERTIFICATIONS

Certified California Rapid
 Assessment Methodology
 (CRAM) – Riverine Module, 2011

TEACHING EXPERIENCE

Jurisdictional Delineation and
 Regulatory Permitting,
 Metropolitan Water District and
 Orange County Public Works,
 2012

TRAININGS ATTENDED

Habitat Mitigation and Monitoring
 Plan Training,
 U.S. Army U.S. Army Corps of
 Engineers of Engineers,
 2008

Property Analysis Record Training,
 Center for Natural Lands
 Management, 2007

Arid West Supplement,
 Wetland Training Institute, 2007

Wetland Delineation Course,
 Wetland Training Institute, 2005

PROFESSIONAL SUMMARY

Thienan Pfeiffer is a Regulatory Specialist with experience in environmental science, environmental planning, project management, regulatory permitting, and mitigation design. She has participated in numerous wetland delineations, prepared several mitigation plans, assisted in preparing several California Environmental Quality Act (CEQA) documents, and successfully acquired environmental permits for various projects throughout Southern California, particularly along the coast in San Clemente, Dana Point, Laguna Beach, Newport Beach, Huntington Beach, and Rancho Palos Verdes where Coastal Development Permits or compliance with existing local coastal plans is required. Thienan has written long-term management plans and prepared long-term management endowment estimates using a property analysis record, as required in the U.S. Army Corps of Engineers' (Corps') Final Mitigation Rule (2008).

SELECTED PROJECT EXPERIENCE

CROWN VALLEY COMMUNITY PARK IMPROVEMENT PROJECT—HUNSAKER & ASSOCIATES IRVINE, INC.; LAGUNA NIGUEL, CALIFORNIA

Served as Project Manager. Formulated a redesign concept for the community park including a new park entry-bridge over a soft-bottom flood channel to replace an existing Arizona crossing, two new parking lots, and connecting roadways within the 16-acre study area. Prepared the redesign to maximize opportunities for use of impervious pavements, manage flood debris and trash, provide water quality benefits, and minimize impacts to native vegetation and the stream channel. Processed Section 401, 404, and 1602 authorizations. Coordinated vegetation mapping, general wildlife and botanical surveys, and jurisdictional delineation. Prepared a jurisdictional delineation report and mitigation plan. Conducted habitat assessments to determine presence/absence of sensitive species and communities. Prepared a biological technical report to identify potential impacts to biological resources and permitting requirements in accordance with CEQA.

GREENVILLE-BANNING CHANNEL IMPROVEMENT PROJECT—ORANGE COUNTY PUBLIC WORKS; COSTA MESA, CALIFORNIA

Served as Project Manager. Coordinated a jurisdictional delineation and general biological surveys for the 3,480 linear-foot channel improvement project. Prepared regulatory permits and a combined biological resources and jurisdictional delineation report in support of CEQA documentation and regulatory permitting. The project consisted of modification to various channel segments to address bank erosion issues, improve capacity, and reduce the risk of flooding and damage to adjacent properties.

RANCH AT LAGUNA BEACH PROJECT—LAGUNA BEACH GOLF & BUNGALOW VILLAGE; LAGUNA BEACH, CALIFORNIA

Serving as Project Manager. Coordinated with U.S. Fish and Wildlife Service (USFWS) and CCC to resolve an appeal regarding property renovations. Prepared a biological technical report addressing baseline conditions and impact analyses associated with the project and study area. Managed vegetation mapping and site review for delineation of the coastal wetland boundary as well as tree trimming/clearing locations. Surveyed turf removal areas for native vegetation. Coordinated noise monitoring and prepared an analysis of sound monitoring data. Prepared noise/lighting management and restoration plans. Reviewed archeological records and prepared an archaeological and paleontological resources memorandum.

LAKE FOREST DRIVE/BAKE PARKWAY EXTENSION PROJECT—THE IRVINE COMPANY; IRVINE, CALIFORNIA

Served as Project Manager. Provided biological, regulatory, and mitigation support for Lake Forest Drive/Bake Parkway bridges, infrastructure, and undergrounding improvements. The project involved focused surveys for least Bell's vireo; biological monitoring during construction in accordance with CEQA approvals; resource agency permits; and approved/permitted plans, reports, and technical specifications. GLA processed a Section 404 permit for maintenance of undercrossings, obtained a permit amendment for noise barrier installation and buffer distance from least Bell's vireo nests, reviewed rope alignment prior to construction, provided fieldwork memoranda and compliance reports, conducted mitigation implementation and monitoring, and prepared a contractor education manual.

TRANSMISSION MAIN CROSSING GOBERNADORA CREEK PROJECT—SANTA MARGARITA WATER DISTRICT; SAN JUAN CAPISTRANO, CALIFORNIA

Served as Project Manager. Conducted a jurisdictional delineation and prepared a letter report of findings. Prepared a Corps pre-construction notice and RWQCB and CDFW notifications. Assisted with preparing CEQA documents.

SAN JUAN MEADOWS AND DISTRITO DE LA NOVIA PROJECT—ADVANCED REAL ESTATE SERVICES; SAN JUAN CAPISTRANO, CALIFORNIA

Served as Project Manager. Delineated Corps and CDFW jurisdiction within the 160-acre study area and prepared a report of findings. Formulated a conceptual habitat mitigation and monitoring plan to address habitat restoration. Coordinated focused California gnatcatcher surveys and facilitated a Section 7 consultation for California gnatcatcher with the Corps and USFWS. Prepared a letter of permission request for the Corps and notifications for RWQCB and CDFW. Coordinated processing of Section 401, 404, and 1602 authorizations.

EAST ORANGE GENERAL PLAN COMMUNITY PROJECT—THE IRVINE COMPANY; ORANGE COUNTY, CALIFORNIA

Served as Regulatory Specialist. Assisted in conducting the jurisdictional delineation for the 10,000-acre study area and preparing the jurisdictional delineation report in support of CEQA. The environmental impact report was certified for the project.

CORONA 720 PROJECT—VULCAN MATERIALS COMPANY; CORONA, CALIFORNIA

serving as Project Manager. Manage focused plant surveys, coastal California gnatcatcher surveys, vegetation mapping, and provision of a biological constraints analysis for the 720-acre property. Coordinate preparation of a determination of biological equivalent or superior preservation analysis to comply with multiple species habitat conservation plan (MSHCP) requirements and prepare a biological technical report to meet CEQA and MSHCP requirements.

JEFF AHRENS

Senior Biologist

YEARS OF EXPERIENCE

Professional start date: 1999

Years at GLA: 19

EDUCATION

MS, Environmental Studies,
California State University, Fullerton,
2004

BS, Wildlife with Minor in Fisheries,
California State University, Humboldt,
1995

CERTIFICATIONS

CDFW Letter Permit for Trapping
Brown-Headed Cowbird

SCP#5820, CDFW Memorandum of
Understanding for Southwestern
Willow Flycatcher and Coastal
California Gnatcatcher

USFWS 10(a)(1)(A) Recovery Permit
#TE052159-5 for Southwestern Willow
Flycatcher and Coastal California
Gnatcatcher

TRAININGS ATTENDED

CNDDDB/Rare Find/BIOS Workshop,
CDFW, 2016

Rare Pond Species Workshop,
Laguna de Santa Rosa Foundation,
2016

Yellow-billed Cuckoo,
Kern River Preserve, 2012

Advanced Bird Banding,
Starr Ranch Sanctuary, 2010

Arid West Supplement,
Wetland Training Institute, 2001/2007

Desert Tortoise,
Desert Tortoise Council, 2005

Fairy Shrimp Identification,
Santa Rosa Ecological Reserve, 2004

GLENN LUKOS ASSOCIATES



PROFESSIONAL SUMMARY

Jeff Ahrens is a Wildlife Biologist with an extensive background in wildlife ecology. He brings expertise in conducting biological investigations throughout Southern California including within Western Riverside County multiple species habitat conservation plan and natural community conservation plan areas and specializes in performing nesting bird surveys and foraging studies focused surveys for listed and sensitive wildlife species including but not limited to coastal California gnatcatcher, least Bell's vireo southwestern willow flycatcher, western yellow-billed cuckoo, burrowing owl, Belding's savannah sparrow, desert tortoise, California red-legged frog, southwestern arroyo toad, western spadefoot toad, southwestern pond turtle, California legless lizard arroyo chub, three-spine stickleback, orangethroat whiptail, and coast horned lizard; and preparation of biological constraints analyses and biological technical reports.

Jeff additionally has conducted tree and sensitive plant surveys, vegetation mapping, heronry monitoring, and various wildlife movement studies using infrared cameras and track stations; carried out burrowing owl passive relocation efforts, western spadefoot toad egg and tadpole relocation and monitoring, herpetofauna array trapping, and small mammal trapping; constructed more than 100 artificial owl burrows; and performed wetland delineations pursuant to Section 404 of the Clean Water Act and Section 1602 of the Fish and Game Code.

SELECTED PROJECT EXPERIENCE

ANDALUCIA DEVELOPMENT – WATERMARKE PROPERTIES, INC.; MISSION VIEJO, CALIFORNIA

Served as Project Biologist. Performed focused surveys for least Bell's vireo, southwestern pond turtle, and southwestern willow flycatcher within the 7-acre study area. Conducted trapping and relocation of southwestern pond turtle.

CIELO VISTA PROJECT – ZHANG GROUP; YORBA LINDA, CALIFORNIA

Served as Project Biologist. Performed focused surveys for coastal California gnatcatcher, least Bell's vireo, and southwestern willow flycatcher within the 14-acre site.

LAKE FOREST DRIVE/BAKE PARKWAY EXTENSION PROJECT–THE IRVINE COMPANY; IRVINE, CALIFORNIA

Served as Project Biologist. Conducted pre-construction protocol surveys for least Bell's vireo and southwestern pond turtles as well as seasonal monitoring of least Bell's vireo activity and sound monitoring during active construction.

SAN JUAN CREEK ROAD WIDENING PROJECT – KEETON KREITZER CONSULTING; SAN JUAN CAPISTRANO, CALIFORNIA

Served as Project Biologist. Conducted focused protocol surveys for coastal California gnatcatcher and pre-construction surveys for roosting bats.

CROSSING OF SAN JUAN CREEK PROJECT – CITY OF SAN JUAN CAPISTRANO; SAN JUAN CAPISTRANO, CALIFORNIA

Served as Project Biologist. Conducted focused surveys for least Bell's vireo, southwestern willow flycatcher, and western yellow-billed cuckoo. Performed qualitative surveys for arroyo toad, arroyo chub, and southwestern pond turtle. Relocated arroyo toad.

ANTONIO PARKWAY BRIDGE WIDENING PROJECT – CALTRANS AND RANCHO MISSION VIEJO; SAN JUAN CAPISTRANO, CALIFORNIA

Served as Project Biologist. Conducted presence/absence surveys for arroyo toad, least Bell's vireo, nesting raptors, general nesting birds, roosting bats, as well as aquatic surveys including trapping of arroyo chub and partially-armored three-spined stickleback.

I-5 IMPROVEMENTS OVER SAN JUAN CREEK – KEETON KREITZER CONSULTING; SAN JUAN CAPISTRANO, CALIFORNIA

Served as Project Biologist. Performed surveys for arroyo toad, least Bell's vireo, southwestern pond turtle, southwestern willow flycatcher, and two-striped garter snake.

UPPER NEWPORT BAY BLOWOFF STRUCTURE REHABILITATION PROJECT – METROPOLITAN WATER DISTRICT; NEWPORT BEACH, ORANGE COUNTY, CALIFORNIA

Served as Project Biologist. Performed focused surveys for least Bell's vireo, light-footed clapper rail, coastal California gnatcatcher, and southwestern willow flycatcher.

NEWPORT BANNING RANCH – NEWPORT BANNING RANCH, LLC; NEWPORT BEACH, CALIFORNIA

Serving as Project Biologist. Conduct focused coastal California gnatcatcher, cactus wren, least Bell's vireo, southwestern willow flycatcher, raptor, and burrowing owl surveys.

ALISO CREEK RESTORATION PROJECT – LAGUNA CANYON FOUNDATION; ALISO VIEJO, ORANGE COUNTY, CALIFORNIA

Served as Project Biologist. Performed baseline monitoring for least Bell's vireo, southwestern pond turtle, southwestern willow flycatcher, and yellow-breasted chat within the 55-acre site.

CORONA 720 PROJECT – VULCAN MATERIALS COMPANY; CORONA, CALIFORNIA

Served as Project Biologist. Designed and conducted detailed wildlife movement studies using remotely-triggered trail cameras, scented track stations, global positioning system (GPS) equipment and by identifying wildlife species from tracks and scat in order to establish wildlife movement corridors and species diversity within the 720-acre property. Detected coast-horned lizard within the site.

MARBLEHEAD COASTAL DEVELOPMENT PROJECT – R.J.MEADE CONSULTING; SAN CLEMENTE, CALIFORNIA

Served as Project Biologist. Performed wildlife movement studies using scented track stations, GPS equipment and by identifying wildlife species from tracks and scat in order to establish wildlife movement corridors and species diversity. Conducted burrowing owl surveys.

LOST CANYONS DEVELOPMENT PROJECT – HILLWOOD CAPITAL; SIMI VALLEY, CALIFORNIA

Served as Project Biologist. Performed focused surveys for coastal California gnatcatcher within the 1,775-acre site. Surveys were conducted in both 2013-2014 and 2016. The purpose of the 2013-2014 survey was to determine presence/absence and consisted of protocol surveys within three survey areas. The purpose of the 2016 survey was to determine presence only (i.e. not to confirm absence) in conservation lands and areas avoided by the project. As such, a deviation from the six-visit breeding season survey protocol was been approved by the USFWS with a total of three visits being conducted per survey area unless the status (e.g., paired, unmated male) of CAGN was determined in an area, in which case no further visits occurred for that area. Also conducted focused surveys for western spadefoot toad.

EDUCATION

- 1994 M. S., Anatomy (Evolutionary Morphology), University of Southern California, Los Angeles
1979 B. S., Anthropology (Physical), University of California, Davis

SUMMARY QUALIFICATIONS

Ms. Gust is a Registered Professional Archaeologist and Qualified Principal Paleontologist with more than 35 years of experience in cultural resources management and consulting in California. She has conducted technical studies and prepared cultural resources chapters for CEQA/EIR compliance documents for project-level and program-level Specific Plans, General Plans, Master Plans, and Zoning Amendments for mixed-use, residential, commercial and industrial developments. She meets the qualifications required by the Secretary of the Interior's *Standards and Guidelines for Archaeology and Historic Preservation*. Ms. Gust holds current BLM permits for cultural and paleontology in California and is certified by all counties and cities in California that maintain lists. She is accepted as a principal investigator for both prehistoric and historical archaeology by the State Office of Historic Preservation's Information Centers. Her expertise also includes historical archaeology of California (statewide) and prehistoric archaeology in the central and southern California coastal and inland areas. She has expertise in the paleontology of the western United States including research, survey, assessment of impacts/effects, significance criteria and determinations, management plans, mitigation implementation, fossil identification and analysis. Tasks personally performed include research, record searches, survey, assessment of impacts/effects, application of NRHP/CRHR significance criteria and archaeological site evaluation, management plans, mitigation implementation, research designs, treatment plans, human osteological identification and analysis, faunal identification and analysis and archaeological site damage assessments.

SELECTED PROJECTS

Purple Line Extension (Westside Subway), Metro/FTA, Los Angeles County, Los Angeles, CA. Project Manager & Principal Archaeologist/Paleontologist. The project involves extension of the subway from Wilshire/Western to the VA Facility in Westwood for 9 miles. Cogstone prepared the supplemental Archaeology and Architectural History Reports and the cultural and paleontological sections of the FEIS/FEIR. Cogstone subsequently prepared the cultural and paleontological mitigation and monitoring plans for the entire project. Currently providing monitoring and all other cultural and paleontological services for Section One of the project. 2011-present

Alton Parkway Mixed Use Development, Christopher Homes, PCL Alton Apartments, Irvine, Orange County, CA. Project Manager. Cogstone conducted a literature review followed by archaeological and paleontological monitoring during ground disturbing activities for construction of a four-story residential development on a 3.7-acre site. Subsequently, Cogstone prepared a monitoring compliance report to fulfill the City of Irvine's Existing Plans, Programs, and Policies (PPPs) mitigation measure. 2016

Vila Borba Mixed-Use Peer Review and Monitoring, Chino Hills, San Bernardino County, CA. In the development phase of the project in 2005, performed evaluation of this historic ranch complex including detailed mapping, photo documentation and inventory. The 336-acre project site is located on the eastern flanks of the Chino Hills. On behalf of the City of Chino Hills, Cogstone is currently conducting peer review of Cultural Resources Phase II Testing; reviewing the Monitoring and Discovery Plan; spot checking monitoring of Planning Areas 2 through 4; and confirming compliance with the HMMP, Mitigation Monitoring Program and City Council Conditions of Approval. Principal Investigator. 2015-2016

High Desert Corridor, Caltrans Districts 7 & 8, Los Angeles and San Bernardino Counties, CA. Project Manager & Principal Archaeologist/Paleontologist. Managed work to complete the Caltrans cultural and paleontological documents for a proposed new 63 mile long freeway and rail line from SR 14 in Palmdale to SR 18 in Apple Valley. The documents produced were Historical Properties Survey Report, Archaeological Survey Report, Historical Resources Evaluation Report, Extended Phase I Testing Report for three sites, Extended Phase I and Archaeological Evaluation Report for 20 Phased Sites and one District, Supplemental Historic

Properties Survey Report and Archaeological Survey Report, Finding of Effect, Programmatic Agreement, Historic Properties Treatment Plan and combined Paleontological Identification and Evaluation Report. 2014-2015

Metropole Vaults Replacement Project, Southern California Edison, Avalon, Catalina Island, Los Angeles County, CA. Project Manager and Principal Archaeologist. Managed monitoring, recovery of multiple prehistoric burials with artifacts, negotiation with Most Likely Descendent regarding analysis permitted, processing of all materials and report. Helped arrange reburial ceremony attended by Gabrielino/Tongva elders. 2014-15

Avalon Irvine Phase III, Avalon Bay Communities, Irvine, Orange County, CA. Principal Investigator. Prepared a mitigation plan, conducted construction crew awareness training, and provided on-call archaeological and paleontological mitigation monitoring for construction of a 4-story residential building and parking structure, located at Alton Parkway and Milligan Avenue, under contract to the developer. 2014

Historical Sites Preservation, Veterans Affairs Long Beach Healthcare System, Long Beach, Los Angeles County, CA. Project Manager and Principal Archaeologist. The undertaking involves eleven projects, divided into two construction phases for improvements to the campus. Cogstone conducted evaluation of all buildings on campus and determined recommended none were eligible for the National Register and SHPO concurred. One National Register-listed prehistoric archaeological site, the Puvungna Indian Village, is known on the campus. Documents prepared were Evaluation Report, POA, MOA, and HPTP. 2014-15

Gilbert Avenue Safety Improvements, Anaheim, Orange County CA. Project Manager and Principal Archaeologist. Managed record searches, survey, and historic resources assessment and prepared Caltrans documents including the Historic Property Survey Report, Historic Resources Evaluation Report and Archaeology Survey Report. 2014

Laguna Coast Wilderness Park Trail, Laguna Beach, Orange County, CA. Principal Archaeologist. Conducted assessment of improvements to Lizard's Trail. Managed cultural resources record search, survey, impact assessment and report with recommendations. Sub to Michael Baker. 2014

Bicycle Lane Improvements on Westminster Avenue, Seal Beach, Orange County, CA. Project Manager. Managed record searches, survey, National Register of Historic Places eligibility assessment and prepared Caltrans documents including the Historic Property Survey Report, Historic Resources Evaluation Report and Archaeology Survey Report. 2014

Historic Town Center Master Plan Update EIR, San Juan Capistrano, Orange County CA. Principal Archaeologist and Paleontologist. Conducted a survey and assessment to determine the potential effects on cultural resources of potential changes to the Historic Town Center Master Plan area in support of a project-level EIR. Managed archaeological and paleontological record searches, research, and survey plus Native American consultation for the 31-acre town center. Evaluated resources, including updated site records and impact assessment. Principal author of report. Sub to the Templeton Planning Group. 2011

DESIRÉE RENÉE MARTINEZ
Principal Archaeologist

EDUCATION

- 1999 M.A., Anthropology (Archaeology), Harvard University, Cambridge
1995 B.A., Anthropology, University of Pennsylvania, Philadelphia

SUMMARY QUALIFICATIONS

Ms. Martinez is a qualified archaeologist with 21 years of experience in archaeological fieldwork, research, and curation. She has expertise in the planning, implementation, and completion of all phases of archaeological work and has participated in archaeological investigations as a principal investigator, crew member, and tribal monitor. She meets national standards in archaeology set by the Secretary of Interior's *Standards and Guidelines for Archaeology and Historic Preservation*. Her experience includes compliance with CEQA, NEPA, NHPA Sec. 106, NAGPRA, SB 18, AB 52, and other cultural resource laws. Ms. Martinez has managed technical assessments and prepared cultural resources sections for EIR, EIS, and PEA documents. In addition, Ms. Martinez has extensive experience consulting with Native American leaders and community members in a variety of contexts. Finally, Ms. Martinez is at the forefront of creating and implementing collaborative archaeological agendas at the State and National levels.

SELECTED PROJECTS

Whittier Boulevard / I-605 Arterial Hot Spot Improvements, Environmental Clearance and Preliminary Engineering for Three Intersection Improvements, Whittier, Los Angeles County, CA. Project Manager. Cogstone conducted intensive-level cultural and paleontological resources surveys and prepared technical studies for improvements proposed for three intersections at Colima Road, Santa Fe Springs Road and Painter Avenue in a disturbed urban environment. Managed records search, Sacred Lands search, NAHC consultation, and APE mapping. Sub to Michael Baker/VA Consulting. 2015-2017

Fisher House and Golf Course, Mechanized Archaeology Survey, Veterans Affairs Long Beach Healthcare System, Long Beach, Los Angeles County, CA. Principal Investigator. In compliance with the Historic Property Treatment Plan, conducted an intensive-level archaeological survey utilizing ground penetrating radar and magnetometry to identify subsurface cultural debris, accurately map abandoned utilities, and locate a historic trash pit within the APE prior to redevelopment of the sites. Supervised all work, managed archaeological and Native American monitoring, Co-wrote compliance reports. 2015-2017

SR 138 Crowder Canyon Realignment Data Recovery, Caltrans District 8, Hesperia, San Bernardino County, CA. Project Manager. The project involves realignment of a ~2-mile segment of SR 138 including construction of three bridges, one lane in each direction, drainage construction and demolition of the existing segment. Cogstone participated in data recovery at two archaeological sites. All work was performed in compliance with the Caltrans SER and NEPA, CEQA, and Section 106 of NHPA. Tasks included Native American coordination, manual and mechanical excavation, backfilling, and controlled destruction. Sub to Applied Earthworks. 2016-2017

Lyon Subdivision EIR, Coto de Caza, Orange County, CA. Project Manager. Managed cultural and paleontological resources technical studies to support preparation of an EIR for the proposed subdivision of an existing large estate for development of 28 new residential lots on approximately 50-57 acres of land. The existing land is predominantly a citrus orchard. The lead agency for the Project is the City of Coto de Caza. Sub to CAA Planning. 2015

Valley Corridor Specific Plan EIR, Bloomington, San Bernardino County, CA. Task Manager. Managed an assessment to identify any archaeological, historical, or paleontological resources present in the Project Area (PA). The PA encompasses approximately 354 acres and entails the designation of five land use districts that include the building of 1,093 residential units and 1,882,428 sf of nonresidential building space. Supervised record search, Sacred Lands search, Native American consultation, and GIS mapping. Edited technical report

with impact analysis that determined moderate sensitivity to cultural resources and recommended preparation of mitigation plans. Sub to PlaceWorks. 2015

Longboat Solar Photovoltaic, EDF Renewable Energy, Barstow and Lenwood, San Bernardino County, CA.

Project Manager/Principal Investigator. The project was construction of a new solar facility. Managed the cultural resources assessment including Phase I and Extended Phase I studies to support MND for this ~235-acre site. Managed archaeological monitoring, Native American coordination, Phase II testing, and was co-author of the treatment plan and compliance report. Sub to Environmental Intelligence. 2015-2017

High Desert Corridor/ SR-138 Widening Project, Caltrans District 7 On-Call (07A3145)/LA Metro, Los Angeles and San Bernardino Counties, CA.

Co-Principal Investigator. This project proposed by Caltrans and Metro involves construction of a new, approximately 63-mile long, east-west freeway/expressway and rail line between SR-14 in Los Angeles County and SR-18 in San Bernardino County. Phase II/III testing and data recovery at the three sites that will be directly impacted by the project. Analyzed lithic material. Compliance with Section 106 of the NHPA and CEQA are required. Sub to Parsons Transportation Group. 2015

KIM SCOTT
Principal Investigator for Paleontology

EDUCATION

- 2015 Trained and certified in geomorphology techniques, National Park Service, National Center for Preservation Technology and Training
- 2013 M.S. Biology with paleontology emphasis, California State University San Bernardino
- 2000 B.S., Geology with paleontology emphasis, University of California, Los Angeles

SUMMARY QUALIFICATIONS

Ms. Scott has 21 years of experience in California as a paleontologist and sedimentary geologist. She has worked extensively in the field surveying, monitoring, and salvaging fossils on over 100 projects. In addition, she has special skills in fossil preparation (cleaning and stabilization) and in the preparation of stratigraphic sections and other documentation for fossil localities. She has written over 100 assessments, Paleontological Mitigation Plans, and monitoring compliance reports to all agency requirements. Ms. Scott serves as company safety officer and is the author of the company safety and paleontology manuals. She is a Member of the Society of Vertebrate Paleontology and the Geological Society of America.

Purple Line Extension (Westside Subway) Construction Management, Segment 1, Metropolitan

Transportation Authority, Los Angeles County, CA. Principal Paleontologist/Report Co-author. The project involves construction of seven stations from the existing Purple Line at Wilshire/Western Avenue along Wilshire Boulevard to the Veterans Administration Hospital in Westwood for 8.6 miles. Federal Transit Authority (FTA) is the lead agency for the project. Supervised paleontological monitoring and fossil recovery of the Ogden shaft excavations and fossil preparation in the lab. Prepared a monitoring report of the over 1,000 fossils recovered. Currently serving as the paleontological consultant for the construction management team's oversight of the design-build of three stations from Western to La Cienega. Sub to Parsons Brinkerhoff and sub to WEST JV. 2013-present

Fire Station 172, Rancho Cucamonga Fire Protection District, Rancho Cucamonga, San Bernardino, CA.

Principal Investigator and report author. Fire station will be relocated approximately 1 mile from the current location. Prepared a Paleontological Resources Assessment. 2018.

Ganahl Lumber Facility, City of Costa Mesa, Orange County, CA. Principal Paleontologist. The project was expansion of a lumber yard and facilities. Prepared Paleontological Resources Mitigation and Monitoring Plan, managed monitoring and prepared a Compliance Memo. Sub to ECORP. 2016-2017

Lyon Subdivision EIR, Coto de Caza, Orange County, CA. Co-Principal Paleontologist/Report Co-author. The Project proposes the subdivision of an existing large estate for development of 28 new residential lots on approximately 50-57 acres of land. Proposed residential lots will be a minimum of one acre in size. Sub to CAA Planning. 2015

Sweany Water Pipeline Refurbishment, Phase II, Laguna Beach County Water District, Laguna Beach,

Paleontologist/Co-Author. **Orange County, CA.** Cogstone conducted a cultural and paleontological resources assessment for inclusion in the project-related CEQA environmental document. Services included a records search, NAHC consultation, Phase I pedestrian survey of the project site and a cultural and paleontological resources assessment report. Wrote the paleontology portion of the assessment report. Sub to Athena Environmental. 2015

Temecula Gateway EIR, Riverside County, CA. Co-Principal Investigator/Report Co-author. A Planned Development Overlay/Zone Change and General Plan Amendment. The applicant intends to change the General Plan designation to Community Commercial. The Planned Development Overlay would allow for a mixture of uses intended to provide for the development of a variety of local and tourist-serving commercial development. Prepared an assessment report for a 9-acre parcel for the EIR. Sub to PMC. 2015

Valley Boulevard Specific Plan and EIR, Fontana and Bloomington, San Bernardino County, CA. Co-Principal Paleontologist/Report Co-author. The Project proposes to maintain and improve existing private and community assets with land use change. Land use changes would involve replacing current conventional zoning districts with five Specific Plan land use districts; Mixed Use, Bloomington Enterprise, Commercial, Low and Medium Residential, and Medium and High Residential districts. 2015.

Little Corona Infiltration, Newport Coast Watershed Management Plan, Newport Beach, Orange County, CA. The project involved a cultural and paleontological resources assessment on behalf of the City of Newport Beach to support design and implement water quality improvement projects in Buck Gully, located just to the south of Corona del Mar. Services involved record search, sacred lands search, NAHC consultation, intensive-level pedestrian survey for cultural and paleontological resources, and technical report on findings with recommendations for construction crew sensitivity training. Sub to Michael Baker/RBF Consulting. Principal Investigator. 2015

Los Angeles County and University of Southern California (LAC+USC) Medical Center Campus Master Plan EIR, Los Angeles County Department of Public Works, Los Angeles, Los Angeles County, CA. Co-Principal Investigator/Report Co-author. The Master Plan Project includes construction of new structures and renovation of others within the 86-acre PSA. Should all development be completed ~1,725,000 sf of the current campus would be impacted. Conducted a paleontological literature search that determined the project area is mapped as Quaternary alluvium over Quaternary older alluvium and Miocene Puente Formation. No fossils are known within the PSA but five localities are known from locations very near the PSA in the Quaternary older alluvium and Miocene Puente Formation. A Paleontological Mitigation Plan was recommended to provide procedures to ensure that any adverse effects on paleontological resources are mitigated. Full-time monitoring also was recommended. Sub to ICF Jones & Stokes. 2014

Ripcurl Parking Garage, Huntington Beach Lofts, AvalonBay Communities, Huntington Beach, Orange County, CA. Field and Laboratory Director/ Report Co-author. Supervised on-call archaeological and paleontological field work and prepared the Archaeological and Paleontological Monitoring report. The project involved preparation of a mitigation plan, conducting construction crew awareness training, and providing mitigation monitoring during construction of a subterranean parking garage, located at Gothard Street and Center Avenue, under contract to the developer. 2014

Yucaipa General Plan Update and Program EIR, Yucaipa, San Bernardino County, CA. Co-Principal Investigator/Report Co-author. The project involved a comprehensive update to the Yucaipa General Plan, an Initial Study, a Program Environmental Impact Report (EIR), a Mitigation Monitoring or Reporting Program (MMRP), and the Findings of Fact and Statement of Overriding Considerations (SOC) for an advanced planning project proposal on behalf of the City of Yucaipa Community Development Department. Conducted record search, Sacred Lands search, NAHC consultation, GIS mapping, cultural and paleontological resources sensitivity analysis, and reporting. Sub to PlaceWorks. 2014

2. RELEVANT EXPERIENCE AND REFERENCES

2. Relevant Experience and References

PLACEWORKS

PlaceWorks is all about places and how they work geographically, environmentally, functionally, aesthetically, and culturally. We are also passionate about how we work with our clients. We bring together people from diverse practice areas, offering best-of-all-worlds capability and connectivity. Just as each place we work on is distinctly different, so is our thinking about it.

PlaceWorks, a California S-Corporation, is one of the West's most eminent planning, design, and environmental consulting firms, with approximately 130 employees in five offices. Formerly known as The Planning Center, PlaceWorks celebrates its 43rd anniversary later this year.

We have over three decades of experience in environmental planning and science, with a long-term perspective and technical expertise in shaping responses to the dynamic state and federal regulatory environment. We have handled a wide range of project sizes and types, and our reputation is built on our consistent production of effective and defensible environmental documents.

PlaceWorks has completed hundreds of environmental documents and risk analyses—from CEQA/NEPA documentation, environmental site investigations and remediation, and Title 5 risk assessments to landscape architecture and transportation and bicycle plans. Our dedicated in-house team consists of project managers, environmental planners and scientists, licensed engineers, environmental assessors, registered geologists, designers, economists, transportation planners, attorneys, and air quality/GHG and noise modeling experts.

Our corporate office is in Santa Ana, California. The majority of work for this project will be performed from our Los Angeles and Santa Ana offices, with additional support if needed from other offices.

ORANGE COUNTY

3 MacArthur Place Suite 1100
Santa Ana, CA 92707
714.966.9220

LOS ANGELES

700 S. Flower St. Suite 600
Los Angeles CA 90017
213.623.1443

INLAND EMPIRE

2850 Inland Empire Bl. Ste B
Ontario CA 91764
909.989.4449

SAN DIEGO

750 B Street Suite 1620
San Diego CA 92101
619.299.2700

BERKELEY

1625 Shattuck Ave. Suite 300
Berkeley CA 94709
510.848.3815

Our broad experience and technical proficiency have enabled us to develop a keen understanding of the complexities of both public policies and project designs for sustainable development. In addition to providing the requisite technical support for wide-ranging tasks, we often serve as a sounding board for clients to explore design strategies and their environmental and regulatory implications.

PLACEWORKS' SERVICES

Environmental Services

- CEQA/NEPA Documentation
- Third-Party Review
- Technical Studies, including Air Quality and GHG Emissions/Inventory, Noise, Traffic, Shade & Shadow Analysis
- Site Investigation
- Regulatory Compliance

Community Planning

- Comprehensive Planning, including General Plans, Specific Plans
- Climate Action Planning
- Community Engagement
- Corridor Planning
- Hazard Mitigation Planning
- Transit-Oriented Development Planning
- Corridor Planning
- Infill Planning and Design
- Zoning and Form-Based Code
- Housing Research and Analysis
- Transferable Development Rights
- Community Engagement
- Municipal Services
- Geographic Information Systems
- Creative Media

Design

- Transit-Oriented Design
- Downtown Planning
- Design Standards/Guidelines
- Site Planning
- Large-Scale Planning and Design
- Strategic Plans
- Landscape Architecture
- Streetscape Design
- Parks and Trails Planning
- Urban Agriculture and Urban Forestry
- Storm Water Management Planning
- Evidence-Based Design

Economics

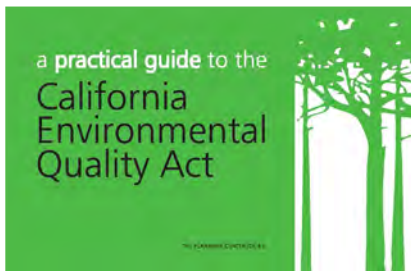
- Economic and Market Analysis
- Economic Development Planning
- Site Selection and Development
- Feasibility Studies

2. Relevant Experience and References

OVERVIEW AND APPROACH

PlaceWorks is uniquely qualified for the environmental consulting services solicited by the City of Laguna Hills. We have a talented environmental services staff—with in-house technical expertise—that is committed to delivering high quality, defensible environmental documentation. Our approach to providing these services to the City is based on the following principles and strengths.

CEQA EXPERTISE



PlaceWorks is one of the West Coast’s leading environmental planning firms. We have provided environmental documentation to public and private sector clients for over four decades under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Our projects include large-scale comprehensive planning efforts, site-specific developments, and infrastructure improvements. Our reputation is built on our consistent production of effective and defensible environmental documents. Our team of in-house attorneys and senior staff continually monitor and report on environmental legislation, case law, and policies to ensure our documents reflect the latest developments and can withstand legal scrutiny. We translate this expertise into a variety of publications—including our popular and multiaward-winning publication, *A Practical Guide to CEQA*, and topical *PlaceViews* newsletters. These publications make the procedural and substantive requirements of CEQA accessible to cities’ staff, decision makers, and the public.

INTEGRATED APPROACH

PlaceWorks takes an integrated and holistic approach to our planning and environmental projects. We are one of the few firms in California that offer services in environmental review as well as comprehensive planning and design. An ability to view projects through the prism of community planning is one of our strengths and a valuable perspective. Our environmental planners have broad planning backgrounds, understand the regulatory and policy framework, and consistently work closely with our urban and policy planners on work efforts. We believe that environmental considerations inform the planning process, and our acclaimed work on hundreds of general, specific, and master plans speaks to the success of such efforts.

IN-HOUSE TECHNICAL EXPERTISE

PlaceWorks’ scientists, engineers, designers, and other specialists are experts in the technical aspects of comprehensive environmental review, including air quality, greenhouse gases, noise and vibration, traffic, shade/shadow analysis, geology, hydrology and water quality. Our staff brings rigorous methodologies to bear on the evaluation process. In the context of increasing litigation of environmental documentation, we believe this expertise is critical to maintaining analytically thorough, defensible documents. Further, we are able to offer ancillary services to our clients, such as environmental due diligence and water quality permitting, drawing from the breadth of our in-house technical expertise.

2. Relevant Experience and References

SOLUTIONS-ORIENTED FOCUS

Environmental analysis is not simply the accounting of impacts, but should address serious environmental concerns by anticipating issues and proactively working to solve problems. PlaceWorks' approach combines problem solving, accuracy, and attention to detail. We consider each project objectively and work with our clients to develop workable plans and programs. We find the most effective solutions often involve early input into the building design process so that measures can be incorporated as project features to lessen environmental impacts.

EFFECTIVE PROJECT MANAGEMENT

PlaceWorks has a strong track record of providing personalized service to clients, meeting project schedules, managing tight budgets, and coordinating closely with staff and subconsultants. We are experienced at managing complex projects, drawing on our breadth of staff and in-house technical expertise, and have great working relationships with an array of subconsultants. If the City has certain specifications or requirements in this regard, we look forward to new teaming opportunities. We also use management tools such as Microsoft Project and Deltek software to maintain budgets and schedules. Ultimately, we recognize that our reputation is based on client satisfaction, and we embrace principles of timeliness, quality, and efficiency in our work. We have a Quality Control process involving technical editors, word processors, associates, and project managers to ensure that our documents are complete, reader-friendly, and technically accurate.

2. Relevant Experience and References

ENVIRONMENTAL SERVICES

PlaceWorks has 43 years of experience preparing CEQA and NEPA documents for various jurisdictions and federal agencies. Environmental analysis should address serious environmental concerns, including those from local opposition groups, and find opportunities to solve problems while achieving overall project objectives (i.e., schedule, budget and legal defensibility).

We use our expertise to formulate workable plans and programs while remaining objective to ensure our environmental documentation withstands legal scrutiny.

PlaceWorks stays current with ever-changing state requirements, amendments to these requirements, and court interpretations so we can navigate the complexities of environmental planning, avoid pitfalls, and expedite approvals in a cost-efficient manner. The breadth of our environmental consulting services is shown in the list below on the opposite page.

We view ourselves as our clients' environmental strategist, and because CEQA is California's broadest environmental law and is a rapidly changing landscape, it is critical to have a deep understanding of the process and legal requirements. We continually integrate new case law, legislative proposals, and regulatory guidance to provide the highest level of legal integrity. We have two CEQA attorneys on staff to assist in this complex process. Other environmental principals and senior staff add value to our services with decades of CEQA and NEPA experience.

Although CEQA and NEPA are law and the process is the same for all lead agencies, the application of CEQA and NEPA is nuanced by a variety of factors, including the type of project, geographical area, and lead agency.

PlaceWorks understands that each project is unique—in both its physical and political context—and we have the experience and skills to identify when projects may be subject to CEQA and/or NEPA. We apply creative thinking rather than a standard, one-size-fits-all approach. We know the right questions to ask to identify the right CEQA, NEPA, or joint CEQA/NEPA documentation and process. Our first course of action is always to determine whether any categorical exclusions (NEPA) or categorical exemptions (CEQA) apply to the project. Taking advantage of exclusions and exemptions helps us to optimize efficiency while ensuring legal defensibility. If no exclusions or exemptions apply, our next step is to determine whether an individual or joint CEQA/NEPA document would be required. If a joint document is required, we have the experience to know how to scope our work for technical studies/analyses that will provide the required analysis under both CEQA and NEPA without redundancy or overkill.

PlaceWorks' approach to all projects focuses on collaboration. Our CEQA/NEPA practitioners confer with our policy planners, designers and technical specialists to create responsive and site-sensitive plans and environmental documents that satisfy regulatory demands. Whether managing public outreach, analyzing environmental impacts, or crafting practical, cost-effective mitigation, we serve as integral partners in a host of environmental and planning processes. Overall, our approach to CEQA/NEPA environmental documents combines problem solving,

2. Relevant Experience and References

California Environmental Quality Act Documentation

- Environmental Impact Reports (EIRs)
- Mitigated Negative Declarations (MNDs)
- Exemptions
- Mitigation Monitoring Programs
- Findings/Resolutions
- Third-Party CEQA Adequacy Review
- Litigation Support

Technical Studies

- Air Quality Assessments and Dispersion Modeling
- Greenhouse Gas Emissions/Evaluations
- Climate Action Plans/GHG Reduction Plans
- Noise Assessments, Mapping and Monitoring
- Traffic and Parking
- Vibration Assessments
- Hydrology Studies
- Water Quality Studies
- Shade/Shadow Analysis
- Light and Glare Studies
- Visual Impacts/Simulations

National Environmental Policy Act Documentation

- Environmental Impact Statements (EISs)
- Environmental Assessments (EAs)
- Findings of No Significant Impact (FONSI)

Site Investigation/DTSC Compliance

- Phase I and Phase II Environmental Site Assessments (ESA)
- Preliminary Environmental Assessments (PEA)
- Remedial Investigation/Feasibility Studies (RI/FS)
- Environmental Information Management
- Geologic/Hydrologic Characterization
- Soil, Soil Vapor and Groundwater Sampling & Assessment

Remedial Engineering Design

- Feasibility Studies
- Remedial Action and Removal Action Plans, and Closure Reports
- Methane Mitigation Design & Engineering
- Remedial Program Design, Implementation & Monitoring

Regulatory Compliance and Safety

- Safe Routes to School
- Facility/Site Audits
- Permits/Approvals Acquisition
- Hazardous Waste Characterization and Management
- SWPPPs/WQMPs
- SPCCPs
- NPDES Monitoring and Permits
- Air Permits
- CDFW/Corps Permitting
- Regulatory Agency Interface and Strategy

CCR Title 5 Risk Assessments

- Health Risk Assessments (Toxic Air Emissions)
- Geohazard Studies
- Railroad Risk Studies
- Pipeline/Water Storage Tank Risk Studies
- Dam Inundation Studies
- EMF (Electro Magnetic Field) Management Plans
- SFPD (School Facilities Planning Division) Self-Certification Forms

Support Services

- Outdoor Educational Planning/Design Services
- Entitlement Processing
- General Plan Amendments
- Zoning Changes
- Conditional Use Permits
- Master Planning
- Feasibility Studies
- Site Planning and Design
- Grading/Feasibility Studies
- GIS Mapping, Graphics, and Media Support
- Demographic Studies and Reports
- Community Outreach/Public Participation
- Hearing Coordination and Support
- Foreign Language Interpreters/Translation
- CEQA Scoping Meetings
- Staff Services, On-Call/Temporary Staff Placement

accuracy, and attention to detail. Even projects that share common elements benefit from a fresh evaluation. We consider each project objectively and use our experience and imagination to formulate workable plans and programs.

Relevant Experience and References

PlaceWorks' CEQA Documents Withstand Legal Challenges

CEQA is a cornerstone of California's environmental regulatory framework and has played a critical role in improving environmental quality. In recent years, projects statewide have seen a growing trend of litigation, in fact, the majority of challenges has occurred within the past 10 years. Most importantly, of the 26 total PlaceWorks-prepared CEQA documents that have been legally challenged, all of the completed cases have been upheld by the court (except for 4 settled cases, 1 for a proposed NFL stadium exempted by the court, and 1 pending, which we anticipate will be upheld).

This track record shows that during 40+ years in business, PlaceWorks cares about our clients projects and maintaining our reputation.

LEGAL DEFENSIBILITY OF ENVIRONMENTAL DOCUMENTATION

More and more, project opponents attempt to use challenges to environmental documentation and/or the process to delay or kill a project. It is our responsibility to ensure that the City of Laguna Hills' projects are not hindered because of successful challenges to CEQA and/or NEPA compliance. Review of documentation by our principals and CEQA-practicing in-house attorneys is built into our process. Moreover, PlaceWorks is diligent in staff education so that our environmental staff stay apprised of the constantly updated environmental requirements and statutes.

In addition to principal-in-charge/overall project manager **JoAnn Hadfield's** 30+ years of expertise as a CEQA/NEPA professional for virtually every type of project, two of PlaceWorks' environmental services principals—**William Halligan, Esq.** and **Nicole Morse, Esq.**, are environmental land use attorneys with 25 and 20 years of CEQA/NEPA planning experience, respectively.

We provide in-depth CEQA/NEPA compliance management, legal oversight, and careful quality control, particularly when conducting third-party peer review. Whether coming in on a project to help resolve issues, reviewing team members' work, or serving as on-call staff at other agencies, we are skilled at reviewing the work of our peers and providing the compliance and quality control to ensure our clients' projects are successful.

ON-CALL ENVIRONMENTAL MASTER AGREEMENTS

PlaceWorks has built strong relationships with many clients and prepared hundreds of CEQA/NEPA documents through our on-call environmental and planning services contracts, including:

- | | | |
|--------------|------------------------------------|-----------------------|
| ■ Anaheim | ■ Los Angeles, City Planning | ■ San Juan Capistrano |
| ■ Claremont | ■ Los Angeles, Recreation & Parks | ■ San Marcos |
| ■ Colton | ■ Los Angeles, Regional Planning | ■ Santa Ana |
| ■ Coronado | ■ Los Angeles County, CAO's Office | ■ Stanton |
| ■ Irvine | ■ Orange County Public Works | ■ Stockton |
| ■ Industry | ■ Pasadena | ■ Westminster |
| ■ Long Beach | ■ Pomona | ■ Wildomar |

In addition, we have worked with several private-sector clients to usher projects and applications through the development review process—plan review, environmental documentation, preparation of staff reports and attendance at public hearings, and other tasks as needed to process development projects.

2. Relevant Experience and References

TECHNICAL STUDIES

Air Quality, Greenhouse Gas Emissions, and Health Risk Assessments

PlaceWorks stays on top of the changing climate of air quality, health risk, GHG modeling, and their thresholds. We have a strong technical grasp of modeling tools and protocols available for quantifying air quality and GHG emissions, including EMFAC (and EMFAC2014), CalEEMod, ISCST3/AERMOD, HARP, Off-Road (including off-road source categories), Caline, Landfill Emissions Model, and WARM models and data from the California Energy Commission, CARB, and the Energy Information Administration. We beta tested the CalEEMod emissions inventory model for SCAQMD, including the recent version, CalEEMod 2016.3.1; helped develop the CEQA GHG significance thresholds for the San Joaquin Valley Air Pollution Control District; and created a Climate Action Plan (CAP) Consistency Checklist for the City of Cupertino. We were involved with the County of San Diego consultant discussion on GHG thresholds in light of *Center for Biological Diversity v. California Department of Fish and Wildlife*, which culminated in the county's 2016 Climate Change Analysis Guidance for climate change impacts in CEQA documents.

We have extensive knowledge of the CEQA regulatory process and impact assessment methodologies established by the EPA, ICLEI, and other air quality management districts as well as the Office of Environment Health Hazards Assessment's Air Toxics Hot Spots Program Guidance Manual for the Preparation of Risk Assessments, which was adopted March 6, 2015. In particular, we know that the City has adopted a CAP consistent with the CEQA Guidelines section 15183.5, Tiering and Streamlining. We recognize that consistency with the growth projections in the CAP is central to tiering off it and that future City projects have the potential to exceed those growth projections. We will bring our in-depth understanding of project-related issues and technical knowledge to assist the City in customizing its approach to legislation implementation, CEQA streamlining and compliance, and CAP consistency. We are on top of the changing environment at the state level and local city dynamics.

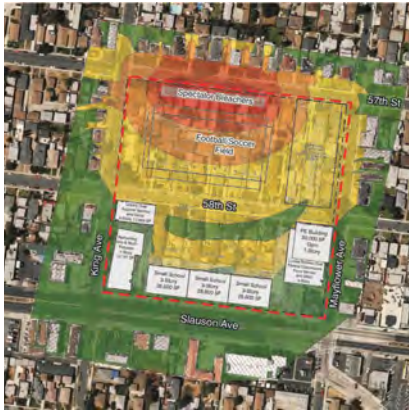
PlaceWorks' technical staff has presented at conferences for the American Planning Association, Association of Environmental Professionals (AEP), Urban Land Institute, and other organizations. Our staff includes members of AEP's Climate Change Committee; they have assisted in the development of white papers on baseline GHG emissions inventories, forecasting GHG emissions inventories, establishing GHG reduction targets for general plans and GHG reduction planning, and most recently, a white paper on establishing GHG reduction targets and thresholds for post-2020 GHG emissions analyses. PlaceWorks is also familiar with the California Air Pollution Control Officers Association's (CAPCOA) Quantifying Greenhouse Gas Mitigation Measures, which it has regularly applied to community GHG emissions forecasts for the transportation sector. Our services include:



Air Quality/GHG and Health Risk Assessment Services

- Air Quality and Greenhouse Gas Emission Inventories
- Rule 9510 Air Impact Assessments (AIA)
- Localized Dispersion Modeling
- Health Risk Assessments
- Air Pollution Permits
- Climate Action/Greenhouse Gas Reduction Plans
- Carbon Monoxide (CO) Hot Spot Analyses
- Odor Analyses
- Air Quality Conformity Reports
- Vapor Intrusion Analyses
- Third-Party Environmental Adequacy Reviews

2. Relevant Experience and References



Noise and Vibration Assessments

With more demand for large, multifamily housing projects, mixed-use developments, and repurposed facilities, the increased overlap of residential and industrial land uses seems unavoidable. The need to address noise and vibration during the planning, engineering, and start-up stages of a project is more important than ever.

PlaceWorks' principals, engineers, and noise specialists have extensive experience in applied engineering acoustics and industrial noise control. Our library of investigative software includes commercial packages such as SoundPLAN as well as powerful in-house, proprietary analysis models to evaluate every possible noise condition.

PlaceWorks uses the SoundPlan Model to assess noise levels and display the results in noise contours. This model takes into account varying terrain types, building attenuation, and other factors. The resulting color-coded contour map is far more informative than tables of results because it shows the geographic extent of the generated noise. When laid over an aerial map, the noise contours developed by this model illustrate noise exposure and magnitude at surrounding residences.

ENVIRONMENTAL IMPACT ASSESSMENT

- » Baseline Conditions Surveys
- » Noise Source Identification
- » Predictive Computer Modeling
- » Regulation & Criteria Review
- » Environmental Impact Documents
- » Mitigation Recommendations
- » Code Enforcement Evaluations
- » Public Hearing/Workshop Support
- » Legal Support / Expert Testimony

NOISE CONTROL

- » Community Noise Monitoring
- » Predictive Computer Modeling (SoundPLAN, in-house models)
- » Engineering Design Support
- » Equipment Emissions Evaluations
- » Develop Noise Limit Specifications
- » Worker Health & Safety Assessments
- » Retrofit Noise Abatement Evaluations
- » Compliance Verification Surveys

ROADWAY/RAILWAY NOISE ANALYSES

- » Transit Noise & Vibration Evaluations
- » Predictive Computer Modeling (TNM, FTA, RCNM, FRA, etc.)
- » Prepare Soundwall/Barrier Designs
- » Evaluate Noise Abatement Methods

ARCHITECTURAL/BUILDING ACOUSTICS

- » Partition Isolation Evaluations
- » Sound/Vib. Intrusion Measurements
- » Room Acoustics Testing (FSTC, FIIC, NC, NRC, and RT60)
- » Emergency Alerting Evaluations (NFPA 72-2010)
- » Mechanical / Plumbing Systems Evaluations

VIBRATION EVALUATIONS

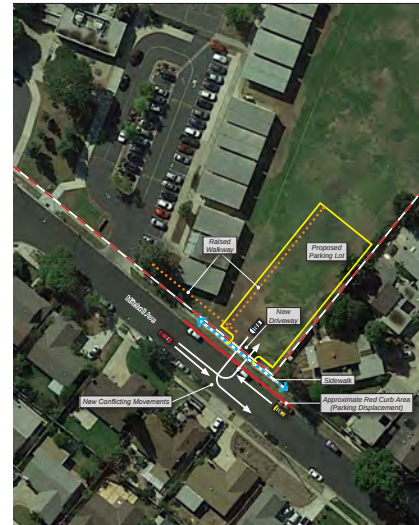
- » Evaluate Annoyance Responses
- » Assess Disruption of Vibration-Sensitive Operations
- » Develop Construction Vibration Mitigation Plans

2. Relevant Experience and References

Traffic and Parking Studies

PlaceWorks transportation engineers and planners combine technical traffic and parking expertise with a deep understanding of regulatory requirements under CEQA to prepare defensible transportation analyses to support planning and development projects. From access studies to comprehensive traffic impact analyses for land use developments and schools, PlaceWorks has been successfully supporting its clients with defensible analysis while being responsive to clients' needs using up-to-date methodologies and traffic simulation tools. Our unique understanding of CEQA and the development process drives us to address not only vehicular traffic but also to analyze alternative modes of travel. PlaceWorks is closely following the developments of SB 743, which will dramatically change how transportation impacts for projects are evaluated. transportation planning services include:

- Traffic Impact Analyses
- Trip Generation Studies
- School Transportation Planning
- Site Access and Circulation
- Parking Demand Studies
- Parking Management Plans



Geology/Soils and Environmental Site Assessments

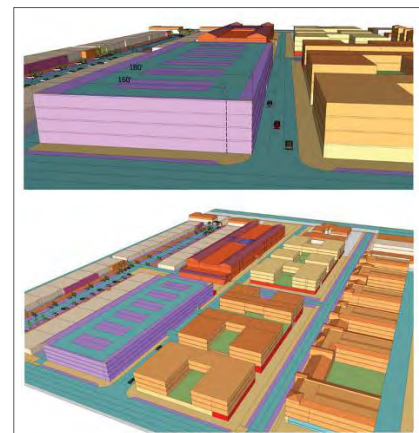
Our professionally licensed geologists frequently supplement analyses with expert input on geophysically challenged projects. The range of specialized, in-house expertise is diverse, embracing various aspects of hydrogeology, slope stability, contaminant fate and migration, aerial photograph review and interpretation, erosion control, and grading.

PlaceWorks offers services that combine site assessment and environmental engineering. Our staff are expert in a variety of fields and include environmental scientists, licensed professional engineers and geologists, and experienced environmental assessors. PlaceWorks understands the strengths and limitations of remedial technologies and relies on numerous tools to provide innovative, practical, and cost-effective solutions—risk assessment, modeling, treatability studies, negotiation, and practical know-how. Our ability to understand and apply regulatory and political closure requirements and to succinctly describe complex data sets allows us to prepare closure documents that are understandable, compliant, and trusted by local regulators and communities.



Visual Simulations

PlaceWorks has skilled staff who prepare graphics for visual impact analyses that help identify opportunities and constraints of existing conditions and proposed projects, both onsite and in the surrounding environment. Physical changes to an area as a result of proposed project alternatives, and the resulting change in appearance, are identified, documented, and assessed in terms of their visual impact. Field studies are also conducted to determine potentially affected viewer groups within and near the project limits. Visual simulations and graphics are used to assess the potential visual impacts of the project, including any blocking or disruption of scenic views or vistas, damage or removal of any recognized scenic resources, substantially altered visual quality or visual character within the project limits, or creation of a substantial new source of light or glare.



2. Relevant Experience and References

- Shade and shadow analyses
- Lighting analyses
- Photorealistic and rendered view simulations
- Digital 3D modeling and animations of topographic grading, buildings, streets, and landscapes

Hydrology/Water Quality Studies and Water Supply Assessments

PlaceWorks has qualified stormwater pollution prevention plan developers and practitioners (QSD/QSPs) with many years of experience with:

- Stormwater pollution prevention plans (SWPPPs)
- Water quality management plans (WQMPs)
- Water supply assessments
- Post-construction stormwater operation and maintenance plans
- Designing low impact development (LID) and best management practices (BMPs) into site design
- Stormwater runoff modeling: pre- and post-development conditions
- Peer reviewing hydrology reports prepared by other consultants
- Determining reductions in peak flow rates with implementation of site LIDs and BMPs
- Storm sewer system design for projects of 10 acres or less



PROJECT EXPERIENCE

PlaceWorks has been preparing EIRs since 1980 and has completed thousands of environmental documents for clients throughout California.

ON-CALL ENVIRONMENTAL CONSULTING SERVICES EXPERIENCE

PlaceWorks currently works with the cities of Claremont, Anaheim, Industry, Irvine, Los Angeles, Chino Hills, Rancho Santa Margarita, and Santa Ana as well as the counties of Los Angeles, Orange, and San Bernardino under on-call master service agreements. We also provide on-call services for the City of Los Angeles Recreation and Parks Department and Los Angeles Unified School District.

CITY OF IRVINE | 2004 to Present *(under continuously renewed master agreements)*

PlaceWorks has completed or is in the process of completing CEQA documentation for over 5 dozen for the City of Irvine, including the following:

- Irvine General Plan Update and EIR
- Irvine Business Complex EIR
- Irvine CEQA Manual
- Planning Areas 18, 33, 34, and 39 EIR
- Sand Canyon Mixed Use Medical Office Project
- Shady Creek Memorial Center EIR
- Residential / Industrial Adjacency Analyses
- Avalon / Jamboree Village (Multi-Family/Mixed-Use) Subsequent EIR
- Northwood High School EIR



2. Relevant Experience and References

CITY OF ANAHEIM | 2004 to Present *(continuously renewed master agreements)*

In addition to providing third-party review for projects in the City of Anaheim, PlaceWorks has completed or is in the process of completing CEQA documentation for more than five dozen projects, including:

- Honda Center EIR
- Beach Boulevard Corridor Special Plan and EIR
- Anaheim General Plan Update EIR
- Platinum Triangle EIR and Subsequent EIR
- Anaheim Canyon Specific Plan EIR
- EIR for DR Horton Stadium Mixed-Use Project
- Kaiser Permanente EIR



CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS | 1999 to Present

(continuously renewed master agreements)

PlaceWorks has completed or is in the process of completing CEQA and site assessment documentation for roughly 65 projects, including:

- Greek Theatre Improvements EIR
- Hansen Dam Skate Park EIR
- 109th Street Pool and Bathhouse EIR
- Boyle Heights Sports Center EIR



CITY OF INDUSTRY | 1989 to Present *(continuously renewed master agreements)*

PlaceWorks has served as an environmental consultant to the City of Industry since 1989. To date, we have completed or are in the process of completing the CEQA documentation for more than 500 projects, including:

- Industry Business Center/NFL Stadium EIR
- Puente Hills Intermodal Facility EIR
- Grand Central Recycling and Transfer Station EIR
- Wohl Property Group Industrial Project EIR
- Eastern Industry/Majestic Realty Industrial Project EIR
- Santa Fe Industrial Park EIR



CITY OF CLAREMONT | 2010 to Present

PlaceWorks has led nearly 10 projects under a master services agreement with the City of Claremont. These include:

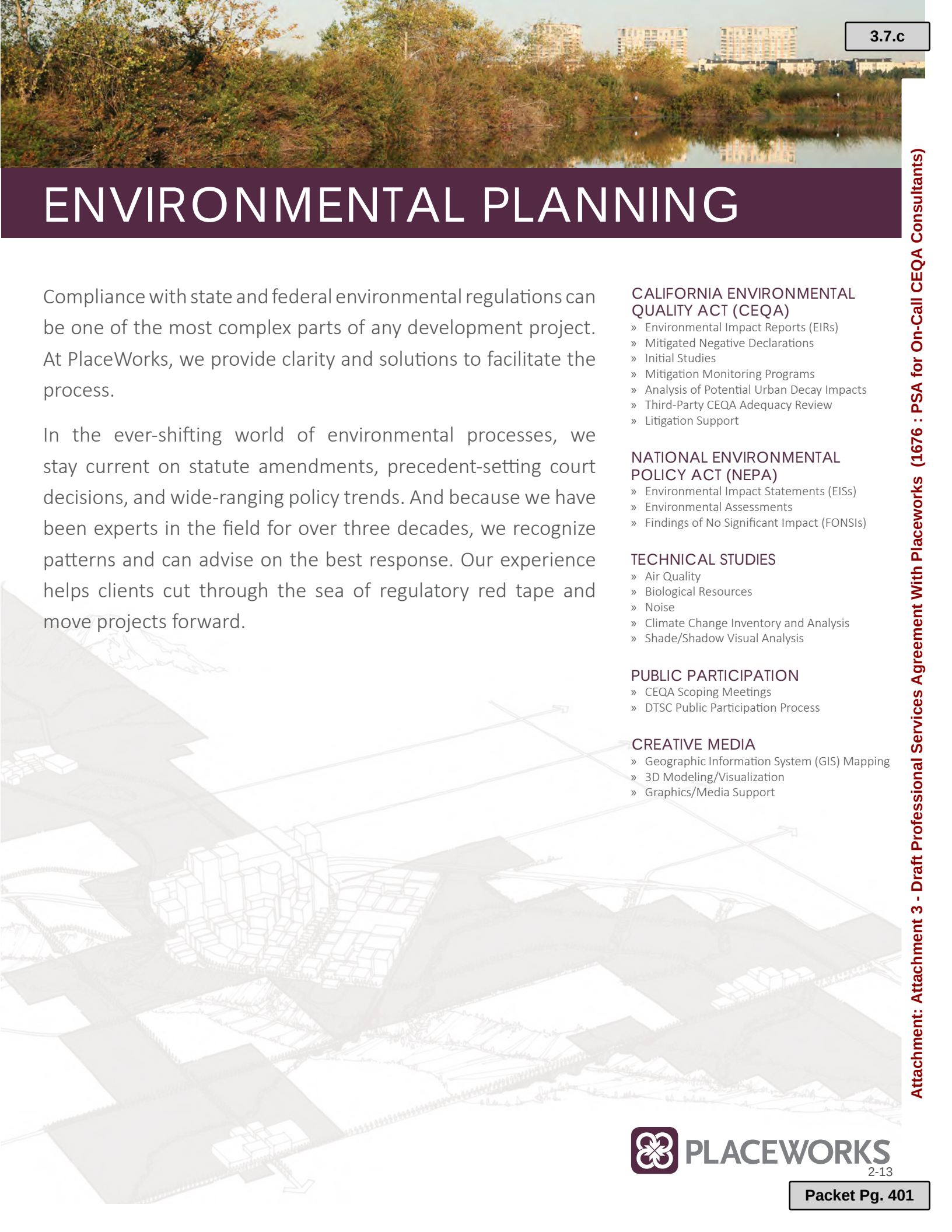
- DR Horton Serrano Residential Project MND
- City Ventures Residential Project MND
- New Police Communications Tower Environmental Clearance
- Olson Company Residential Project MND Addendum
- Western Christian School EIR



Detailed descriptions of some of the projects above and more are provided on the following pages.

2. Relevant Experience and References

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ENVIRONMENTAL PLANNING

Compliance with state and federal environmental regulations can be one of the most complex parts of any development project. At PlaceWorks, we provide clarity and solutions to facilitate the process.

In the ever-shifting world of environmental processes, we stay current on statute amendments, precedent-setting court decisions, and wide-ranging policy trends. And because we have been experts in the field for over three decades, we recognize patterns and can advise on the best response. Our experience helps clients cut through the sea of regulatory red tape and move projects forward.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

- » Environmental Impact Reports (EIRs)
- » Mitigated Negative Declarations
- » Initial Studies
- » Mitigation Monitoring Programs
- » Analysis of Potential Urban Decay Impacts
- » Third-Party CEQA Adequacy Review
- » Litigation Support

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

- » Environmental Impact Statements (EISs)
- » Environmental Assessments
- » Findings of No Significant Impact (FONSIs)

TECHNICAL STUDIES

- » Air Quality
- » Biological Resources
- » Noise
- » Climate Change Inventory and Analysis
- » Shade/Shadow Visual Analysis

PUBLIC PARTICIPATION

- » CEQA Scoping Meetings
- » DTSC Public Participation Process

CREATIVE MEDIA

- » Geographic Information System (GIS) Mapping
- » 3D Modeling/Visualization
- » Graphics/Media Support





PLACEWORKS.COM



AERA Master Planned Community EIR
AERA Energy, LLC | Los Angeles County, CA

The Pinnacle at Uptown Specific Plan and EIR
BRE Properties | Orange, CA

Anaheim General Plan EIR
City of Anaheim, CA

Kaiser Permanente Medical Center EIR
City of Anaheim, CA

NFL Stadium CEQA Review
City of Anaheim, CA

Platinum Triangle Project EIR
City of Anaheim, CA

Cerritos Affordable Housing Project MND
City of Cerritos, CA

Garrett Ranch Specific Plan EIR
City of Hemet, CA

Highland General Plan EIR
City of Highland, CA

NFL Stadium / Industry Business Center EIR
City of Industry, CA

Puente Hills Intermodal Facility EIR
City of Industry, CA

Irvine Business Complex EIR
City of Irvine, CA

Irvine Planning Areas 18 and 39 EIR
City of Irvine, CA

109th Street Pool and Bathhouse
City of Los Angeles, CA

Hyatt Regency EIR
City of Newport Beach, CA

Ontario General Plan EIR
City of Ontario, CA

Palm Springs General Plan EIR
City of Palm Springs, CA

Torrance General Plan EIR
City of Torrance, CA

Slauson Central Retail Brownfield Site
Community Redevelopment Agency | City of Los Angeles, CA

Los Angeles County General Plan EIR
County of Los Angeles, CA



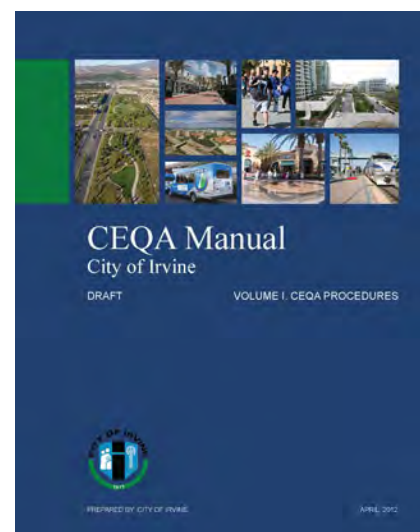
IRVINE ON-CALL ENVIRONMENTAL SERVICES

Easing the Transition from Greenfields to Infill

Project Type	On-call Environmental Services
Location	Irvine, California
Size	Citywide
Client	City of Irvine
Date Completed	Ongoing
Services Provided	Third-Party Review of Environmental Documents

Incorporated in 1971, the City of Irvine is transitioning from greenfield to infill development. Since 2004 PlaceWorks has been assisting the city with this transition under repeat master service agreements. Our successful collaborative efforts include:

- » Third-party peer review of a human health risk assessment (HHRA) for two new Montessori schools.
- » Third-party peer review of site assessment documents from a wide range of projects—from single apartment buildings to Heritage Fields, District 3 (part of former El Toro Marine Corps Air Station). Assessments include Phase I environmental site assessments, soil sampling reports, HHRA's, and soil cleanup work plans.
- » Streamlining the city's CEQA process by creating a single guidance manual to optimize the efficiency, flexibility, and defensibility of the CEQA process. This document received a 2014 Merit Award for an Environmental Resource Document from the California Association of Environmental Professionals.
- » General plan update that is currently completing studies and extensive public outreach in anticipation of the associated EIR. The goal is to maintain long-term competitiveness for the city while improving key community services.





CLAREMONT ON-CALL SERVICES

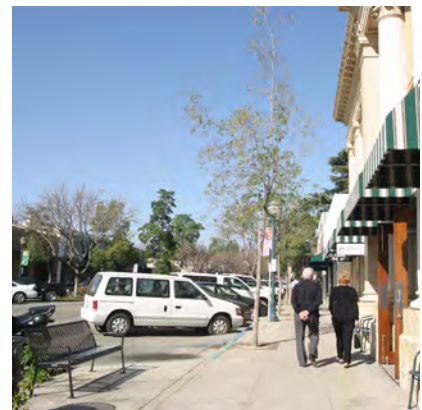
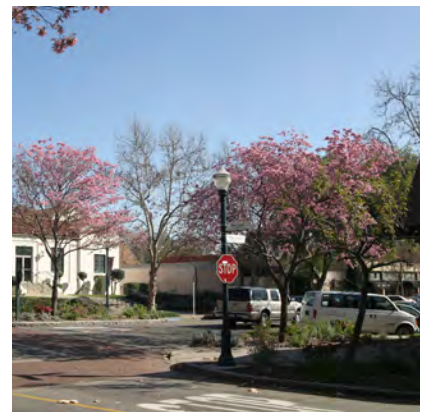
Environmental Consulting

Project Type	On-Call Environmental Services (CEQA and Technical)
Location	Claremont, California
Size	146 acres
Client	City of Claremont
Date Completed	2017
Services Provided	CEQA/NEPA Clearance, Air Quality/GHG and Noise Technical Studies, Health Risk Assessments, Electromagnetic Field Studies

PlaceWorks served as the on-call environmental consultant to the City of Claremont from 2010 to 2017 and established a strong relationship with the city and its staff. We successfully completed the necessary CEQA documentation and related technical studies for a variety of projects in different parts of the city (partial list below). Technical studies included air quality/GHG and noise technical studies and, when necessary, health risk assessments and an electromagnetic-field study.

Some of the challenges we encountered were health risks and noise concerns due to placing housing next to a freeway; health risk and fire safety concerns from placing housing next to high-power electrical lines; and coordination with multiple agencies and utility providers, such as Caltrans and Southern California Edison. We successfully resolved each challenge in coordination with the city, project applicants, and their consultants.

- » New Police Communications Tower ND
- » CV Urban Land LLC Townhome Project MND
- » Courts at Monte Vista MND Addendum
- » DR Horton Phase I Residential Project MND
- » DR Horton Phase I Residential Project MND Addendum
- » DR Horton Phase II Residential Project MND
- » The Olson Company Residential Project MND
- » Gable Crossings Residential Project MND Addendum
- » Western Christian Schools Claremont Campus Improvements Project MND
- » Southwest San Jose Specific Plan Initial Study/MND





CITY OF INDUSTRY ON-CALL SERVICES

Partners in Development

Project Type	On-Call and Staff Services
Location	Industry, California
Size	12 square miles
Client	City of Industry
Date Completed	In Progress
Services Provided	CEQA/NEPA Clearance, Environmental Impact Reports, Technical Studies, Health Risk Assessments, General Plans, Housing Elements

PlaceWorks has a long-standing relationship with the City of Industry, providing comprehensive planning and environmental services for more than 600 projects since 1989. More than that, we work with the city as their environmental advisor and strategist, including third-party review of documents from other jurisdictions.

PlaceWorks has provided CEQA/NEPA review for individual businesses and multiacre projects, utilities and industrial/transportation projects, and general plans and specific plans. In-house technical studies include site assessments; air quality, GHG, and noise analyses; and health risk assessments.

+ INDUSTRY BUSINESS CENTER / PROPOSED NFL STADIUM

PlaceWorks created a conceptual plan for 4.8 million square feet of mixed uses that preserved the topography of the hills, and completed an EIR that was certified in 2004. The city was later approached about building an NFL stadium and associated uses on a large part of the site. PlaceWorks prepared a supplement to the 2004 EIR, with particular focus on light trespass, air quality, traffic, and noise.

+ PUENTE HILLS INTERMODAL FACILITY EIR

The 17-acre PHIMF is a fully integrated waste-by-rail system for LA County that entailed mass modification of infrastructure in the Union Pacific Railroad right-of-way. The surrounding community protested their potential burden, especially impacts to air quality, noise, and traffic, and PlaceWorks conducted detailed health risk and noise technical studies.





IRVINE CEQA MANUAL

“One Stop Shop” for CEQA Practitioners

Project Type	Guidance Manual
Location	Irvine, California
Size	Citywide
Client	City of Irvine
Date Completed	June 2012
Services Provided	Environmental Planning
Awards	2014 Merit Award for an Environmental Resource Document, AEP California

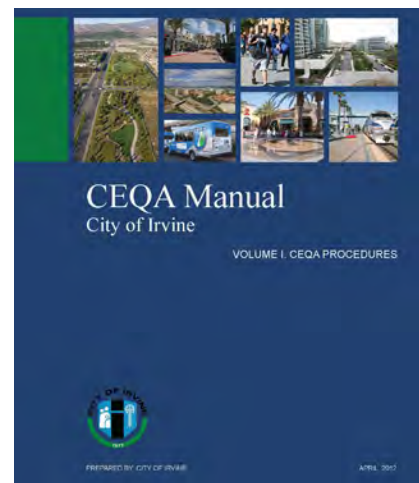
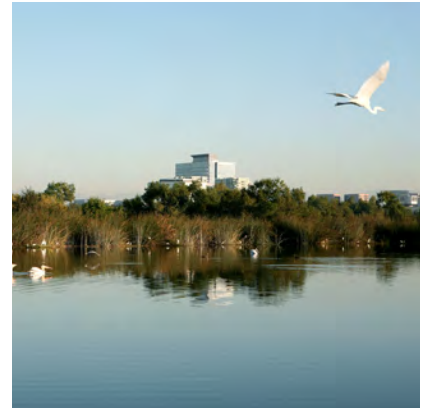
PlaceWorks partnered with Fehr & Peers to assist the City of Irvine with a streamlined guidance manual that would:

- » Ensure the quality, accuracy, and completeness of environmental documents.
- » Provide a framework for consistent review of projects.
- » Establish a uniform environmental review process.

The project team updated and consolidated the city’s CEQA procedures and technical guidelines into a single resource document. Input from developers, business owners, and representatives of almost every city department went into the creation of this one-stop shop of CEQA procedures, guidelines, thresholds, and methodology for city staff and consultants.

The Irvine CEQA Manual is organized into three sections—procedures, environmental analysis guidelines, and technical information. Procedures outline the processes required by CEQA and the city to prepare and approve various environmental documents. Because the majority of CEQA documents in Irvine follow a tiered style of analysis, the manual includes a step-by-step flow chart for CEQA compliance that is unique to the city. The chart references where to find the information needed to complete each step. The guidelines are divided into chapters by environmental topic, and each chapter covers the same six steps for that particular topic. The technical appendices include helpful reference documents as well as a list of further sources and websites.

This meticulous organization imposes clarity on a sometimes fiendishly confusing process. The Irvine CEQA Manual optimizes the efficiency, flexibility, and defensibility of the CEQA process for the city.





ANAHEIM GENERAL PLAN EIR

Connecting People and Places

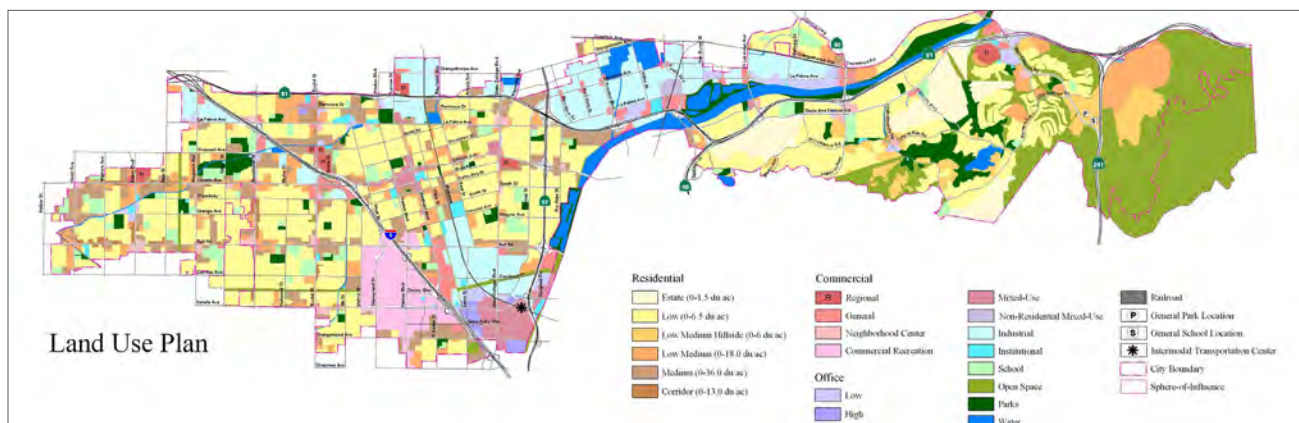
Project Type	General Plan, Zoning Code Update, EIR
Location	Anaheim, California
Size	50 square miles; 300,000 population
Client	City of Anaheim
Date Completed	Certified 2004
Services Provided	Visioning, Community Design, General Plan Preparation, Implementation, Public Outreach, Zoning Code Preparation, EIR Preparation
Awards	2005 APACA Orange Outstanding Planning: Comprehensive Planning—Large Jurisdiction



In February of 2001, the Anaheim City Council approved a contract with PlaceWorks for its general plan update program, which included preparation of the new general plan, revision of the City's zoning code, and preparation of an environmental impact report. Originally a small farming community of German immigrants, the city is now home to the Disneyland Resort, the Los Angeles Angels of Anaheim, Mighty Ducks of Anaheim, and the largest convention center on the West Coast.

It is also home to over 300,000 residents living in numerous, diverse communities and neighborhoods. Over the next 20 years, the population is expected to grow to over 400,000. Though the city has grown to world-class status, its general plan and zoning code were amended gradually and did not provide optimal guidance in dealing with contemporary planning issues. So the city decided to undertake the general plan update.

Some of the major challenges addressed in the plan included maintaining and enhancing the livability of Anaheim's neighborhoods, revitalizing declining or underused commercial corridors, analyzing and addressing growing infrastructure demands, developing a new traffic model, and creating innovative zoning solutions that convey the communities' expectations. Supporting these efforts were detailed economic and fiscal analyses, extensive GIS support, and thorough environmental documentation.





SAN CLEMENTE GENERAL PLAN AND EIR

Blending the Best of the Old and the New

Project Type	General Plan Update / EIR / Community Profile
Location	San Clemente, California
Size	17.8 square miles; 68,316 people
Client	City of San Clemente
Date Completed	March 2014
Services Provided	Visioning, Public Outreach, Community Design, Economic Development, Performance Indicators, Military Compatibility Planning, Implementation, and Environmental Clearance

The general plan presented an opportunity to refine the community's vision, building on its heritage as the Spanish Village by the Sea. It positions this nearly built-out city to capitalize on existing assets and set a course for strategic investments in the coming decades. Geographically constrained, the city faced many challenges to remaining economically and fiscally sustainable without compromising its existing neighborhoods, the "historic" character first envisioned by the city founder, unique surf culture, and small-town feel enjoyed by residents and visitors alike.

An important consideration was inclusion of an area adjacent to the US Marine Corps Base, Camp Pendleton. As the city moved forward with the land use plan, PlaceWorks coordinated closely with the military and its local government liaison to maintain the strong relationship between San Clemente and Camp Pendleton. Also, San Clemente's greatest asset is its coastline. Given that the coastal zone is entirely built out or planned, there is little opportunity to implement sweeping changes. Instead, the focus of the update was on enhancing and strengthening coastal policies and resources.

Development opportunities needed to reflect community values, as did the goals, policies, and standards that guided them. PlaceWorks engaged the community through a 25-member general plan advisory committee and several public workshops. In addition, PlaceWorks' senior economist met with business and property owners from major business centers and Saddleback Memorial Hospital to identify strategies for retaining and attracting new businesses to San Clemente. Land use concepts were developed with public support following extensive study of fiscal and economic impacts, community design considerations, and environmental concerns. Using the city's award-winning "Long Range Financial Planning Framework" as a guide as well as available web-based technologies, PlaceWorks designed the General Plan—particularly its economic development and governance elements—to better strengthen the relationship between the city's long-range goals and shorter-term implementation.





WESTMINSTER GENERAL PLAN UPDATE AND EIR

Opportunity, Community, Progress

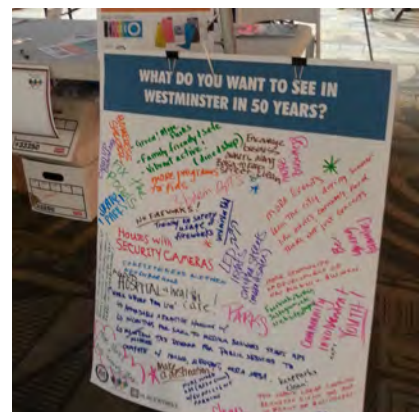
Project Type	General Plan and EIR
Location	Westminster, California
Size	10.8 square miles
Client	City of Westminster
Date Completed	2016
Services Provided	Visioning, Land Planning, Branding, Economic Development, Environmental Review, Public Outreach and Facilitation, Project Website, Implementation
Awards	2017 Comprehensive Planning Award: Small Jurisdiction, California APA, Orange Section

As part of a comprehensive update to its General Plan, city council and staff directed PlaceWorks to plan and execute a public engagement program that would reach a wide range of constituents—especially those who typically can't or don't provide feedback. In addition to facilitating the 21-member general plan advisory committee, we launched an information campaign to advertise the general plan update and encourage public participation. PlaceWorks designed a series of bus shelter/bus bench ads that were placed at over two dozen locations throughout the city in English, Vietnamese, and Spanish. We also advertised in local and regional media outlets, distributed 20,000 multilanguage fliers via the City's water bills, and coordinated with local business and property owners to display advertisements on their electronic billboards and store windows.

A key project objective is to establish a vision for the community that reflects Westminster's unique values and priorities, especially since the existing general plan (last amended in 1996) does not have a community vision. PlaceWorks synthesized the information from in-person feedback at open houses, workshops, and general plan advisory committee meetings, as well as online feedback from the project website and Open Town Hall, to draft a vision that belongs uniquely to Westminster.

Because the city is essentially built out, PlaceWorks recommended defining areas that should be preserved (such as established residential neighborhoods) and focusing potential land use changes along underutilized corridors and nodes adjacent to major transportation (i.e., I-405 and SR-22).

The proposed elements of the general plan—including optional elements covering economic development and parks and recreation—will be supported by a detailed implementation program that will provide staff with direction on the time frame, resources, and department(s) responsible for the program. The plan will support the community vision and work the way the city works, so that Westminster has the direction to move forward as well as the flexibility to adapt to changes over the coming decades.





HIGHLAND GENERAL PLAN AND EIR

Celebrating Community

Project Type	General Plan and Development Code Update / EIR
Location	Highland, California
Size	14 square miles; 52,000 people
Client	City of Highland
Date Completed	Certified 2006
Services Provided	Visioning, Community Design, General Plan Preparation, Implementation, Public Outreach, Development Code Preparation, EIR Preparation, Air Quality/Noise/Biology Studies



In March 2006, the City of Highland adopted its new general plan. PlaceWorks helped to ensure that the city retains its pace-setting status as the Inland Empire continues to mature. Since the city's incorporation in 1987, key opportunities had evolved: imminent completion of Interstate 210; development potential in the easterly canyons; continued infill development in the west; gradual expansion of San Bernardino Airport; and increasing housing demand. These and other potentials were rethought in terms of their meaning for Highland. The update project included the following key features:

- » A variety of community-wide and focused public participation components.
- » A land use plan that focused on a potential new downtown, undeveloped areas in the eastern portion of the city, and revitalization of the 5th Street and Baseline Corridors.
- » An economic development element that is founded on comprehensive economic and fiscal assessments of the city and provides goals and policies for the provision of needed capital facilities and infrastructure.
- » An updated development code that implements the land use plan, ensures quality development, enables and facilitates contemporary forms and types of development, and reflects community expectations.
- » A community design component of the general plan that provides guidance for achieving the desired character of Highland, and, together with the development code, serves as a contemporary model for community development in the Inland Empire.





SANTA ANA CIRCULATION ELEMENT

Streets for All

Project Type	General Plan Circulation Element and EIR
Location	Walnut Creek, California
Size	27 square miles, 325,000 population
Client	City of Santa Ana
Date Completed	In Progress
Services Provided	General Plan Element Preparation, CEQA Review

Santa Ana's development dates to the late 1800s, when the Red Car and the Southern Pacific and Santa Fe railroads opened Santa Ana to the region. The completion of the Santa Ana, Garden Grove, and Costa Mesa freeways in the 1950s and 1960s led to residential development outside the downtown. Santa Ana's regional transportation center solidified Santa Ana as a rail and transit hub for Orange County. Recognizing the need to update the general plan, PlaceWorks (as a subconsultant to IBI Group) was retained to prepare a comprehensive update to the circulation element and an environmental impact report and co-lead a public engagement program.

Santa Ana's circulation element presents a progressive plan for the 21st century. The plan integrates future bus rapid transit along major corridors to serve the city's burgeoning district centers. A new fixed-guideway/streetcar system will connect Santa Ana's downtown to Garden Grove and Anaheim, providing efficient options for commuting. Future light rail service along the Pacific Electric right-of-way is slated to provide high-speed travel from downtown Santa Ana to Los Angeles. Building on a new bicycle and pedestrian master plan, the circulation element also integrates the latest in active transportation practices while advancing health and wellness goals.





PASADENA GENERAL PLAN UPDATE AND EIR

Land Use and Mobility Elements and EIR

Project Type	Planning and Environmental Review
Location	Pasadena, California
Size	22.5 square miles
Client	City of Pasadena
Date Completed	September 2015
Services Provided	Urban Planning and Design, CEQA, Public Outreach, Facilitation

The general plan built on seven guiding principles to conserve the city's historic neighborhoods and districts and target infill in the downtown and around transit stations. It reinforced the past decade of transformations with infill mixed-use and housing development, pedestrian-oriented streets, and sustainable development practices. PlaceWorks' services included:

- » Development and management of the work program and schedule
- » Design and implementation of public outreach and engagement activities
- » Technical assistance for the development and analysis of land use/urban form alternatives and selection of the preferred plan
- » Input for plan reorganization and updated goals and policies
- » Preparation of the environmental impact report and climate action plan

PlaceWorks collaborated with city staff in the design and implementation of an extensive program of public outreach and involvement. Residents and business people participated in stakeholder meetings, public workshops, advisory committee meetings, and online and administered surveys. A three-day charrette used 3D imagery to help participants visualize physical form and community character. Over 8 percent of residents identified their preferences among the four scenarios developed in the charrette.

PlaceWorks strategized with city staff on the scope of the general plan EIR after receiving input from all city departments and community stakeholders, and conducted four prescoping meetings to explain the CEQA process, program EIRs, and future tiering opportunities.





UPTOWN NEWPORT EIR

Residential Mixed Use on an Industrial Site

Project Type	Environmental Impact Report
Location	Newport Beach, California
Size	25.05 acres
Client	City of Newport Beach
Date Completed	February 2013
Services Provided	EIR Preparation, Technical Studies, Noticing, Public Hearing Presentation

The Uptown Newport project introduced a high-density residential, mixed use project—up to 1,244 residential units, 11,500 square feet of neighborhood-serving retail space, and two acres of park space—in the Airport Business Area of the city and consistent with the City of Newport Beach’s 2006 adopted General Plan. The project will be developed in two phases—Phase 1 broke ground in 2017 and Phase 2 is expected to begin in 2022.

The plan presented unique land use compatibility issues, both internal and external to the project boundaries. Although surrounded by office uses, the project site accommodates a semiconductor manufacturing facility (TowerJazz). Phase 1 residences will be within 50 feet of the semiconductor facility for up to nine years if the TowerJazz lease option is extended to 2027. City regulations prohibit residential adjacency to extremely hazardous chemicals and residential compatibility with 24-hour/7-day industrial noise levels of up to 74 dBA CNEL. Project-related construction vibration impacts could significantly impact sensitive manufacturing equipment in the industrial use, and complete site remediation of groundwater and soil hazards cannot be completed until demolition of the manufacturing facility in Phase 2.

In addition, substantial opposition from surrounding office owners and tenants focused on potentially significant increases in traffic and related circulation issues, including access to easements. The project also had to overcome an inconsistency finding from the Airport Land Use Commission with respect to the Airport Environs Land Use Plan.

For the two distinct project phases and construction phases, PlaceWorks conducted comprehensive analysis of environmental conditions as well as the technical studies for air quality, greenhouses gases, health risk, offsite consequence analysis (hazardous chemical release), and noise. The EIR also incorporated subconsultant/team analyses of traffic, geotechnical, civil engineering (hydrology, water quality, sewer and water), and visual analyses. Project entitlements included approval of a planned community development plan amendment, development agreement, affordable housing implementation plan, phasing plan, design guidelines, and tentative map.





PINNACLE AT UPTOWN ORANGE

Residential Infill

Project Type	Specific Plan and EIR
Location	Orange, California
Size	11.5 acres
Client	BRE Properties, Inc.
Date Completed	Construction Completed in 2008
Services Provided	Public Outreach, Specific Plan Preparation, EIR Preparation

PlaceWorks prepared a specific plan and environmental impact report and conducted public workshops for a 460-unit apartment and condominium complex at the former Cinedome site in the City of Orange. This 11.52-acre project had of a mix of units from 550 to 1,050 square feet. The complex included outdoor recreational uses, a clubhouse with management offices, an activity room with a fully equipped kitchen, a business center with computer workstations, a fitness center, and a media room/theater.

Units on the western half of the complex wrapped around an interior 4.5-level parking structure. Units on the eastern portion of the property are walk-up units with parking around the site perimeter. The buildings surrounding the parking structure are four stories in height and the walk-up townhomes are three stories.





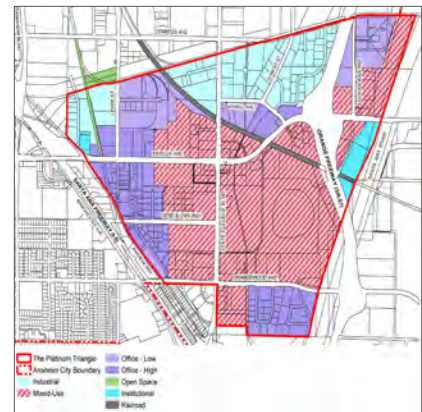
THE PLATINUM TRIANGLE

Anaheim's Urban Community

Project Type	EIR
Location	Anaheim, California
Size	820 acres
Client	City of Anaheim
Date Completed	2005
Services Provided	EIR Preparation, Technical Studies



The Platinum Triangle is home to such landmarks as Angel Stadium, Honda Center, and the Grove of Anaheim. The Platinum Triangle Master Plan is part of an effort to attract residents and businesses, making Anaheim a desirable urban community as well as a popular vacation spot. The Subsequent Environmental Impact Report No. 2 analyzes proposed amendments to the Anaheim General Plan and to the Platinum Triangle Mixed-Use Overlay Zone and Master Land Use Plan that will increase allowable residential, office, and commercial space. The master plan envisions the development of the Anaheim Regional Transportation Intermodal Center, which would complement local urban communities such as A-Town and The Gene Autry Experience by providing alternative transportation and making Anaheim a hub of Southern California. The increased intensity has the potential to impact public services, traffic, and utilities, which are thoroughly analyzed in the EIR.





HONDA CENTER EIR

Improving a Popular Venue

Project Type	Environmental Impact Report
Location	Anaheim, California
Size	42.61 acres
Client	City of Anaheim
Date Completed	2012
Services Provided	EIR Preparation and Air Quality/GHG and Noise Technical Studies

The 650,000-square-foot Honda Center opened in 1993 after two years of construction. It can accommodate a maximum of 18,900 spectators depending on seating configuration, and the parking lots surrounding Honda Center have 3,775 parking spaces to accommodate visitors. The Honda Center is one of the premiere entertainment and sports venues in the country and has been the recipient of numerous industry awards over the years. It has been nominated for “Venue of the Year” in the United States by Pollstar Magazine on seven separate occasions and most recently was ranked fourth in the country by Billboard Magazine for 2010 concert and ticket sales. Honda Center is proud to be home to the NHL’s Anaheim Ducks and to the prestigious John R. Wooden College Basketball Classic.

PlaceWorks prepared EIR No. 344 to increase in the number of annual events at Honda Center through the addition of another permanent tenant as well as other permanent improvements. The proposed project increases the maximum number of events by 60 from the previous high of 162 events, for a total of 222 events per year. The purpose of the additional events would be to accommodate a second professional sports franchise at Honda Center without reducing the number of events currently held at the Honda Center. In addition to an increase in the number of annual events, the proposed project would involve other minor improvements on the south side of the existing facility, including an approximately 5,846-square-foot restaurant, a 5,846-square-foot team store, and a 9,114-square-foot open area on the main level; and above the main level improvements on the club level, a 9,518-square-foot restaurant and a 12,436-square-foot outdoor terrace.





BEACH BLVD CORRIDOR SPECIFIC PLAN AND EIR

The Heart of West Anaheim

Project Type	Specific Plan and EIR
Location	Anaheim, California
Size	1.5 miles
Client	City of Anaheim
Date Completed	In Progress
Services Provided	Specific Plan, Community Outreach, EIR

The Beach Boulevard Specific Plan is the result of a focused and comprehensive effort involving the City of Anaheim and the West Anaheim Community. This plan guides future development along a 1.5-mile stretch of Beach Boulevard between the cities of Buena Park and Stanton. Supported by modern development standards, economic and sustainable community development incentives, and capital improvements, the plan holistically addresses the future of Beach Boulevard—the heart of West Anaheim.

Designated by the Southern California Association of Governments as a “high quality transit corridor,” Beach Boulevard still functions primarily for motor vehicles. Nonmotorized modes of transportation such as walking and biking are not well integrated along the street. The intent of the plan is to create a new regulatory environment, land use plan, development incentives, and streetscape enhancements to improve conditions along the boulevard and attract economic investment to the area.

The planning process included the community at every stage. Its vision and guiding principles were created with the community and reflect the themes that emerged throughout the process. Public involvement included the formation of a community advisory committee; a series of pop-up workshops, including workshops at three local high schools; stakeholder interviews; and a developer roundtable. An online component included a dedicated project web page and web-based survey.





GREENSPOT VILLAGE & MARKETPLACE

The Golden Triangle

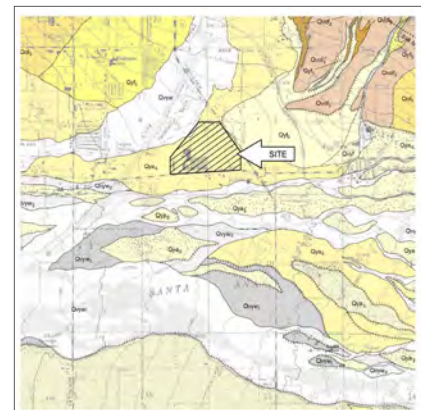
Project Type	Program EIR and Market Analysis
Location	Highland, California
Size	140 acres
Client	City of Highland
Date Completed	2013
Services Provided	EIR Preparation, Market Study for Urban Decay Potential, Technical Studies for Air Quality, Greenhouse Gas Emissions, Noise, and Soil Contamination



Highland's General Plan—prepared by PlaceWorks—identified the potential of an area called the Golden Triangle. In the past, the CA 30/210 freeway running through the city would carry residents to a Walmart-anchored shopping center just north of the city boundary or to a major new regional shopping center in the unincorporated county area to the south. The general plan envisioned the Golden Triangle as a mixed-use center that could help the city recapture some of its fair share of residents' retail spending.

As part of the environmental review for Greenspot Village and Marketplace development, PlaceWorks analyzed the current and near-term market demand. Our analysis found that there was sufficient consumer spending to support the proposed retail center and the existing regional retail centers. We concluded that the project would not cause long-term vacancies leading to urban decay.

Environmental issues included agriculture resources, air quality, noise, and traffic.



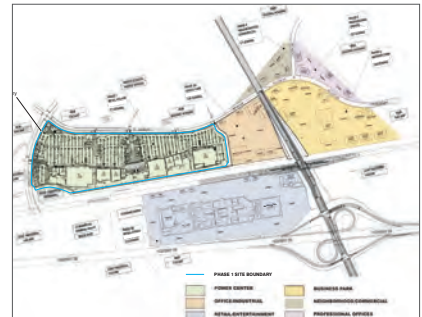
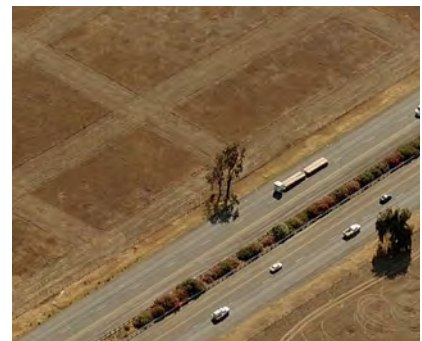
FRESNO MARKETPLACE

Measuring the Market

Project Type	Market Analysis and EIR
Location	Fresno and Madera Counties, California
Size	230 acres
Client	John Allen Company, City of Fresno
Date Completed	Market Analysis: 2007; EIR: 2010
Services Provided	Market Study (for Urban Decay Potential), EIR Preparation, Technical Studies

Community leaders were concerned that existing local businesses would be jeopardized by an ambitious 1.5 million square feet of retail building space in this 2.8 million square-foot mixed-use project. As part of the project's environmental impact report, a market analysis assessed regional growth patterns and projected consumer spending. It defined the regional trade area and determined the market demand for new retail space that would be generated by spending within this area.

PlaceWorks found that, over the next 5 years, the metropolitan area could support 2.7 million square feet of retail space beyond the existing and planned supply. Within the defined regional trade area, our analysis found demand for 1.5 million square feet of retail space by 2012. We concluded that the proposed development, both individually and in conjunction with planned development, would not cause an increase in retail vacancy rates.





TUSTIN AVENUE BEST BUY

Impacts of New Retail

Project Type	MND
Location	Orange, California
Size	5.11 acres
Client	Burnham-Ward Properties
Date Completed	2007
Services Provided	MND Preparation, Technical Studies



PlaceWorks prepared an initial study to analyze the construction of a new Best Buy store and a new drive-through Starbucks in the City of Orange. The proposed project involved the demolition and removal of a 30,000-square-foot commercial building (formerly a bowling alley) and a 7,250-square-foot car wash, and subsequent redevelopment of the subject property with a 45,750-square-foot retail building (Best Buy) and 1,700-square-foot coffee dispensary on a 5.11-acre site. The proposed project resulted in a net increase of approximately 10,200 square feet of retail space. Issues of significant concern to the surrounding community included traffic, noise, and aesthetic impacts. All impacts were mitigated to a less than significant level, and the project was processed with a mitigated negative declaration.



Tustin Avenue Visual Simulation (before and after)





IRVINE BUSINESS COMPLEX

Integrating People and Businesses

Project Type	Visioning and Program EIR
Location	Irvine, California
Size	2,800 acres
Client	City of Irvine
Date Completed	August 2010
Services Provided	Visioning, Environmental Impact Report, and Technical Analyses, including Air Quality, Noise, and Industrial Adjacency

The Irvine Business Complex Residential Vision Plan and Mixed-Use Overlay Zone allows for a mixed-use community to provide Irvine's growing population with high-quality, convenient housing and local jobs. A key component of the 2,800-acre plan is town centers: that is, high-density neighborhood hubs linking various segments of the project. Particular areas of challenge for the EIR were air quality, hazards, water, noise, land use compatibility, public services, and traffic. Because the overlay zone proposes residences near industrial, PlaceWorks suggested and conducted a series of industrial adjacency assessments to determine how much air emissions and hazardous materials use residents might be exposed to.





GRANITE COURT

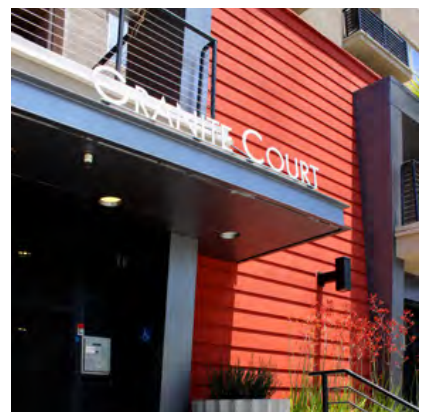
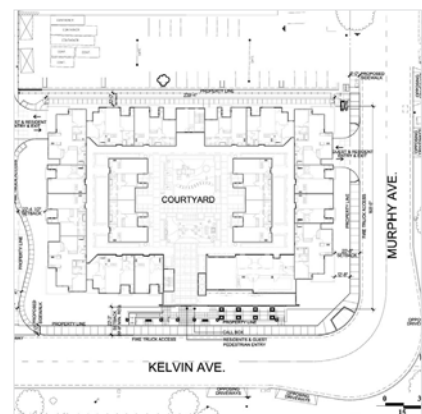
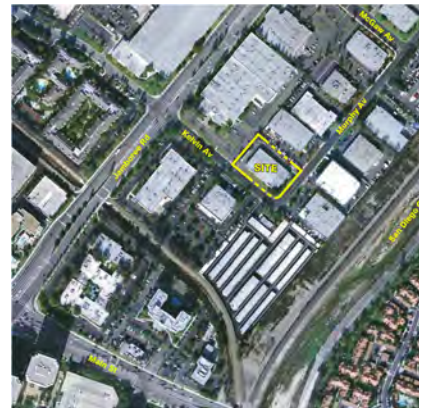
New Residential Side by Side with Industry

Project Type	EIR Addendum
Location	Irvine, California
Size	1.2 acres
Client	City of Irvine
Date Completed	June 2006
Services Provided	Addendum Preparation, Industrial Adjacency Analysis

Granite Court is in the Irvine Business Complex area of the City of Irvine and is surrounded by a variety of office and light industrial uses. The project consisted of demolition of a single-story tilt-up office and light industrial building to allow for development of 71 affordable multifamily dwelling units. Recreational amenities included a multipurpose room, barbecue areas with seating, a fire pit, exercise room, and a tot lot.

Some of the key environmental issues were: shared access with the adjacent nonresidential use; long-term air quality impacts on project residences from surrounding existing light industrial uses; and noise and hazards from nearby John Wayne Airport. Additionally, a sensitive receptor study was performed to identify surrounding land uses that could impact the residential project in the event of an accident involving the release of hazardous materials.

PlaceWorks' environmental team worked closely with the city and the project applicant and their technical subconsultants (e.g., air quality, traffic) to ensure that these issues were addressed thoroughly, comprehensively, and to the satisfaction of all parties involved. Defensible and adequate mitigation measures that reduced impacts to a level of less than significant were also included in the EIR Addendum.



RESIDENTIAL OVERLAY WHITE PAPER

Lake Forest's Light Industrial Area

Project Type	Special Study
Location	Lake Forest, California
Size	23 acres
Client	City of Lake Forest
Date Completed	2009
Services Provided	White Paper/Analysis

The Light Industrial Area (LIA) consists of 27 acres in two areas separated by railroad tracks. East of the tracks was a 23-acre light industrial and commercial district and west of the tracks was a 4-acre light industrial and professional office district. The LIA had many successful, reliable businesses, but the buildings and infrastructure systems needed upgrading, and some uses were not up to code and/or in compliance with their permitted use regulations. The city recognized the value of the businesses in the LIA and considered a method of permitting residential development without removing the current zoning rights—an overlay zone. The city also sought to meet certain goals in revitalizing the LIA:

- » Stimulate new investment to improve the appearance and function of the LIA
- » Respect the existing rights of property and business owners and improve property values
- » Stimulate redevelopment, if desired by property owners and the private market
- » If residential development is desired, attract high quality ownership or limited rental housing at densities appropriate for Lake Forest

PlaceWorks authored a concise white paper to augment recent studies and outreach efforts on the LIA with an analysis of environmental, land use, economic, circulation, and regulatory constraints and opportunities associated with residential development in the LIA. Through this analysis, the issue paper provided information on whether residential development would be appropriate, desirable, and/or feasible in the LIA. Ultimately, PlaceWorks found that the constraints were too numerous and the opportunities too few. As a result, the city elected not to introduce residential development into the LIA.



SHEA/BAKER RANCH EIR

New Residential Opportunities

Project Type	Supplemental EIR
Location	Lake Forest, California
Size	386.8 acres
Client	City of Lake Forest
Date Completed	May 2012
Services Provided	EIR Preparation, Technical Studies, Noticing, Public Hearing Presentation

PlaceWorks prepared a Supplemental Environmental Impact Report (SEIR) for Opportunities Study Area, Site 1: Shea/Baker Ranch (SBRA) master-planned community, on behalf of the City of Lake Forest. The project is a residential and mixed-use development consisting of 2,379 residential units and 25,000 square feet of commercial uses. The SBRA project is envisioned to include a variety of housing types, comprising mixed-uses with community-wide open space and recreational systems. A main feature of the development is that it will offer over 100 acres of open space, which will include neighborhood parks and trails. In 2006, a Program Environmental Impact Report was prepared to analyze land use changes within the 800-acre study area. The PEIR concluded that the OSA project would have significant impacts to the environment in relation to Aesthetics, Agriculture, Air Quality, Water Quality, and Population and Housing. To address these impacts, the City and Shea/Baker Ranch Associates LLC reached a development agreement for Site 1, which led to the preparation of the SEIR. The document addressed environmental impacts in relation to the proposed development, which included up to 1,638 for-sale homes, ranging from low density to medium density, as well as 741 multifamily residential units.



CITY VENTURES URBAN LAND

Townhome Project

Project Type	Environmental Clearance
Location	Claremont, California
Size	6 acres
Client	City of Claremont
Date Completed	2014
Services Provided	Environmental Clearance (IS/MND); Technical Studies for Air Quality, Greenhouse Gas Emissions, Electromagnetic Fields, Noise, and Health Risk Assessment

The project involved construction of 95 townhomes in 12 residential buildings, which included row townhomes and motor-court townhome buildings. Other site improvements and amenities were landscaped paseos, private streets and courtyards, and open space and recreation areas.

With PlaceWorks' CEQA/technical assistance, the city and project applicant were able to secure approval of the project and help resolve each of the project's environmental challenges, which included long-term noise and health risk impacts from the adjacent freeway and health and fire safety issues due to high-voltage power lines and an adjacent electrical substation. Defensible mitigation measures that reduced these impacts to a level of less than significant were included in the final environmental documentation adopted by the city.

PlaceWorks also provided the analysis that was needed by Southern California Edison to issue construction permits to the project applicant for electrical facility modifications, including relocation of steel power poles and their power lines, removal of wooden power poles and their power lines, and relocation of an SCE easement.





SEASHORE VILLAGE MND

Single-Family and Duplex Residential

Project Type	Mitigated Negative Declaration
Location	Newport Beach, California
Size	1.49 acres/24-unit residential
Client	City of Newport Beach
Date Completed	2008
Services Provided	Initial Study/Mitigated Negative Declaration, Air Quality and Noise Technical Analyses



Seashore Village LLC proposed the development of 24 units of single-family and duplex homes on a 1.49-acre parcel in Newport Beach. The construction required demolition of the existing Las Brisas Apartments, a three-story, 54-unit apartment complex. The project site is surrounded by residential units, to the north, south, and east. The city-owned West Newport Park, located west of the site, offers a play area, water fountains, tennis courts, racquetball courts, a basketball courts, and restroom facilities. Due to these existing conditions, the new development had to be sensitive to the surrounding land uses.

The main challenge for the project was its proximity to the Pacific Ocean, less than 200 feet away. The Initial Study evaluated visual impacts concerning public and private views of the ocean and addressed issues related to accessibility, beach traffic, and stormwater runoff. With mitigation measures, all impacts were determined to be less than significant.





MCFADDEN-ORANGE PARK

Pacific Electric Park

Project Type	CEQA and NEPA Documentation
Location	Santa Ana, California
Size	1.4 acres
Client	City of Santa Ana Parks, Recreation, and Community Services
Date Completed	August 2012
Services Provided	IS/MND, Phase I ESA, Recreational Value Analysis/Report, NEPA EA

The city received the property for Centennial Park as a grant from the federal government in the late 1940s with the agreement that the city use the property in accordance with an approved program of utilization. When the city leased about two and a half acres within the park to the Rancho Santiago Community College District to build and operate a career education center, RSCCD did not fully satisfy that program of utilization. The National Park Service therefore only agreed to a five-year extension to its agreement with the city. As a condition to extending that agreement, the NPS required that RSCCD either move from Centennial Park or provide replacement park land of equal recreational value.

The city retained PlaceWorks to prepare a recreational value report to assess a replacement site (Pacific Electric Park); research program needs, options, and opportunities for the site compared the Centennial Park site; and prepare alternative concept plans and cost estimates to determine recreational opportunities. In addition, PlaceWorks prepared the necessary environmental documents for project approval, including an Initial Study/Mitigated Negative Declaration, a Phase I Environmental Site Assessment, and a National Environmental Policy Act Environmental Assessment (NEPA EA). The NEPA EA was required due to the involvement of the NPS and its discretionary authority over the project.



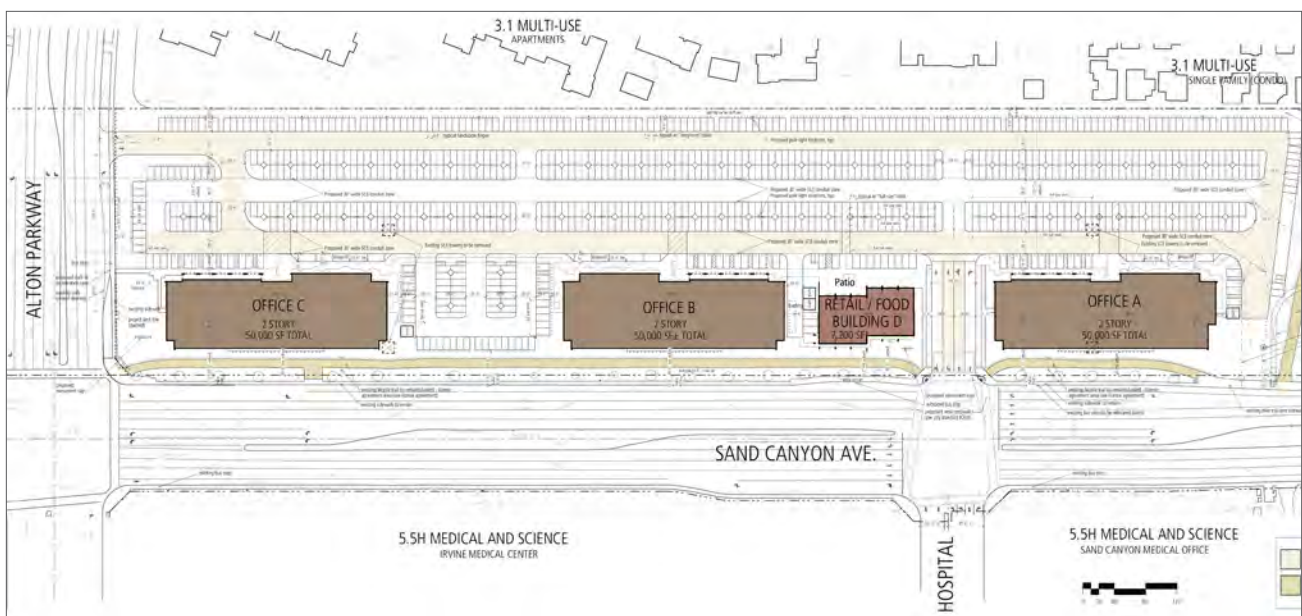
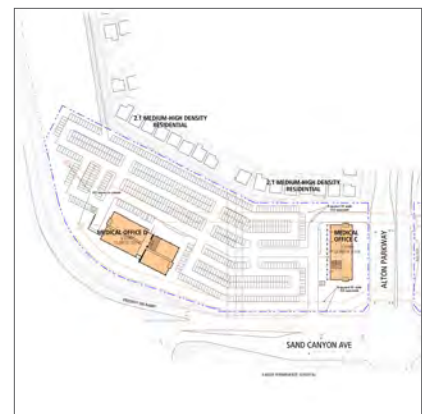
SHADY CREEK MEMORIAL CENTER EIR

Medical Office/Support Retail Development Project

Project Type	Environmental Impact Report
Location	Irvine, California
Size	21 acres
Client	City of Irvine
Date Completed	December 2012
Services Provided	Environmental Impact Report, Air Quality and Noise Technical Studies



PlaceWorks prepared a Project EIR for the Shady Creek Medical Center in the City of Irvine. The project included a general plan amendment, zone change, and master plan to allow for the development of a medical office of up to 150,000 square feet, and up to 7,200 square feet of support retail that may include food, on a 21-acre site. Key project issues included land use compatibility, site access, traffic, and noise.





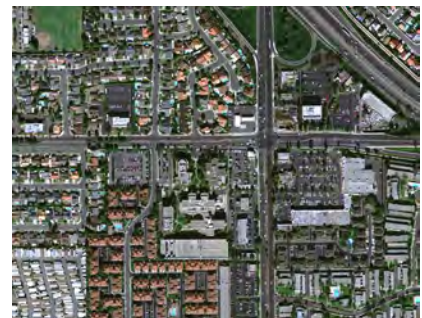
ORANGE COAST MEMORIAL HOSPITAL EIR

Three Phase Project EIR

Project Type	Environmental Impact Report
Location	Fountain Valley, California
Size	146 acres
Client	City of Fountain Valley
Date Completed	2008
Services Provided	Environmental Impact Report, Air Quality and Noise Technical Studies



PlaceWorks prepared a Project EIR for the Orange Coast Memorial Medical Center in the City of Fountain Valley. Phase I of the project included the demolition of four buildings and the construction of a 162,500-sq.-ft., six-story patient care pavilion building, pedestrian overpass, loading dock, surface parking lots, and landscaping. Phase II (emergency department expansion) involved construction of a 5,000-sq. ft. addition to the emergency department at the hospital and reconfiguration of emergency vehicle circulation and parking. Phase III involved the demolition of surface parking and landscaped areas, and the construction of an expansion to the existing parking structure.



The majority of the proposed project consists of the development of 178,000-sq. ft. office building (Orange Coast Patient Care Pavilion) at the Orange Coast Memorial Hospital. The proposed building is located on Brookhurst Street, approximately 800 feet south of Talbert Avenue, along the east side of the hospital campus. The project also consists of demolition of three existing buildings and parking spaces on the office building site; construction of a second level connector to the hospital; demolition and removal of an existing lab, and demolition of the MRI building and construction of new green space over old building pad west of the new office building site; new curb cut and gutter at a relocated driveway; construction of a small emergency room expansion; new ambulance circulation and reconfigured parking lot; and landscaping around the new office building. The site is surrounded by medical, residential, and commercial uses.





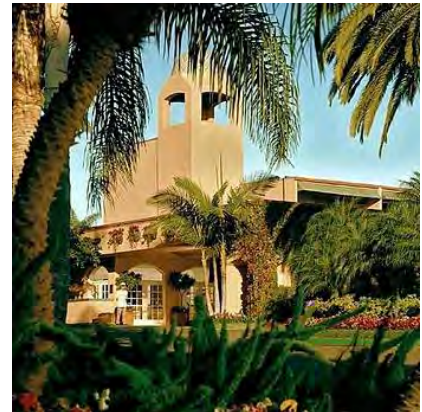
HYATT REGENCY NEWPORT BEACH

Analyzing the Impacts of Expansion

Project Type	Environmental Impact Report
Location	Newport Beach, California
Size	25.7 acres
Client	City of Newport Beach
Date Completed	2010
Services Provided	EIR Preparation, Technical Studies: Noise, Air Quality, Climate Change, Hazards Assessment

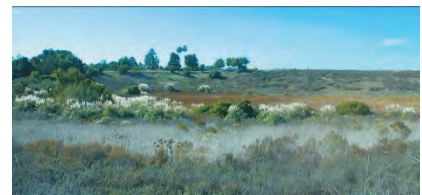
PlaceWorks prepared a project-level environmental impact report and supporting air quality, climate change, noise, and hazards assessments for the Hyatt Regency Newport Beach Hotel expansion. The project included the addition of 88 timeshare units, a new 800-seat ballroom, and a two-level parking garage. Implementation would require demolition of the existing ballroom and 12 rooms and removal of the 9-hole golf course.

Because it is in the Coastal Development Zone, the project was subject to additional regulations and a Coastal Commission interpretation of whether timeshares were allowed. The project is also adjacent to the Newport Back Bay Preserve area, and it could potentially impact sensitive resources—including occupied California gnatcatcher habitat—and Newport Bay water quality. Another issue was the proximity of residences, including a senior housing project. Construction-related air quality, noise and traffic, and parking impacts were analyzed in great detail. Newport Beach residents subjected the project to a high level of scrutiny for aesthetic impacts, so we created numerous visual simulations, including potential view obstruction and lighting from the new parking garage. The EIR also incorporated the findings and mitigation of the fire protection plan and fire behavior modeling.



“Very nice job of responses to the [opposing city’s] last minute, 41-page comment letter last night ... you guys must have really had to scramble! Your Air and Noise person did a very good job, too. And I hope your clients are as happy as you must be that you did such a thorough job with the EIR in the first place.”

Barry Eaton, Planning Commissioner,
City of Newport Beach





LAKE FOREST HOLIDAY INN

Shared Parking Analysis

Project Type	Shared Parking Study
Location	Lake Forest, California
Size	96-room hotel; 12 SF of retail and office
Client	Pacific Coast Realty Company
Date Completed	Complete
Services Provided	Parking Counts, Estimate of Parking Rates



A parking study was prepared to evaluate the number of spaces that would adequately accommodate the parking demand for the proposed uses for the Holiday Inn project. The analysis calculated the number of spaces required by the Lake Forest Municipal Code as well as the number of spaces that would meet the project demand. To estimate this parking demand, parking counts were taken at similar hotels during the morning, midday, and evening and at the existing retail and office uses that would share parking with the hotel. The ULI shared parking methodology was used to estimate parking rates. The study demonstrated that the peak demand for the proposed hotel in the evening would not overlap with the peak demand at the existing retail and office uses. This allowed the project to be developed with substantially fewer spaces than were required by the municipal code.

This project was led by PlaceWorks' **Fernando Sotelo, PE, PTP**, while with another consulting firm.



LAGUNA HILLS HIGH SCHOOL STADIUM

Leveling the Playing Field

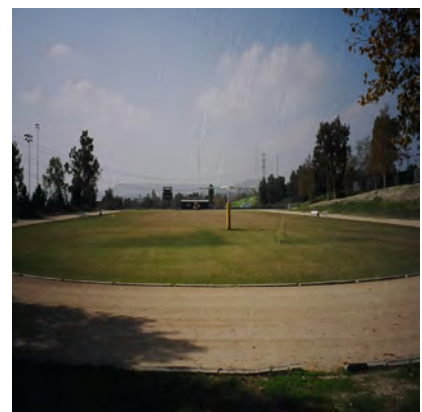
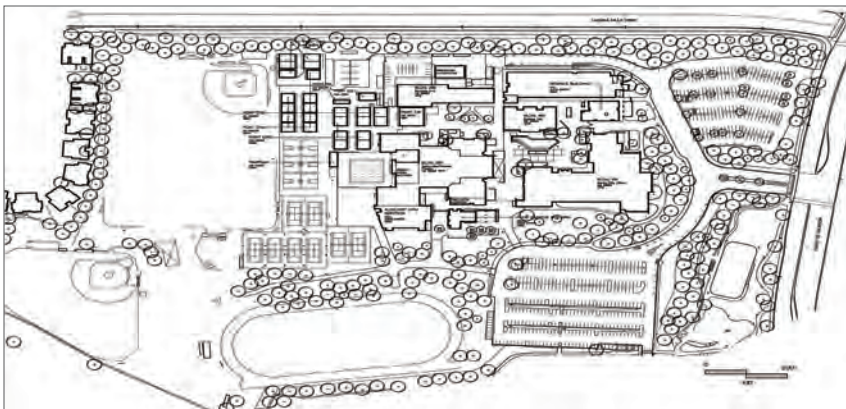
Project Type	Environmental Impact Report
Location	Laguna Hills, California
Size	4,500-person capacity
Client	Saddleback Valley Unified School District
Date Completed	December 2013
Services Provided	CEQA Analyses, Lighting Study



Laguna Hills High School was constructed in the late 1970s, and while it was originally built with most of the amenities and facilities common to modern high schools, it did not have a stadium. Instead, the school played its varsity home games at a cross-town rival's stadium. With the goals of furthering school and community pride and providing similar facilities at all its campuses, the district engaged PlaceWorks to prepare an EIR for a fully-equipped 4,500-seat stadium at the school.

The project's primary environmental challenges stemmed from its location in a developed residential area and included impacts from use of the stadium's lighting and public address systems, traffic congestion, and insufficient onsite parking. Also, the 40-acre campus was originally built on a hillside, which presented design and acoustic challenges due to the school's relatively small size and the location of neighboring homes at elevations both above and below the stadium site. The surrounding residents strictly opposed the new stadium. The PlaceWorks EIR demonstrated the potential for aesthetic impacts through the preparation of section-view diagrams, and an intensive noise analysis was prepared that included potential design options.

The district's governing board unanimously approved the stadium project in October of 2005 and the facility opened in 2007.





EL TORO HIGH SCHOOL EIR

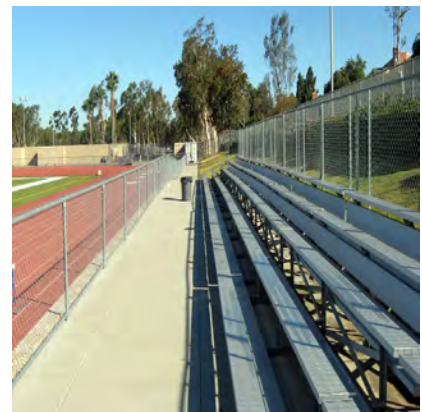
Innovative Mitigation in a Challenging Environment

Project Type	Environmental Impact Report
Location	Lake Forest, California
Size	4,000-seat capacity
Client	Saddleback Valley Unified School District
Date Completed	April 2014
Services Provided	EIR; Noise, Lighting, Traffic/Parking, and Neighborhood Intrusion Analyses; Noise Mitigation Implementation; and Traffic/Parking Management Plan



El Toro High School was the only high school in the Saddleback Valley Unified School District without a stadium, in which hold band practice, team practices and other events. This forced students to travel to other schools to play night games and made it more difficult to accommodate band practices, team practices, and other events. Events often had to be scheduled on school nights, which reduced attendance and repressed school spirit.

This project involved the installation of bleacher seating for 4,000 spectators and lighting for evening events. The site was near existing residences, so considerable attention was paid to potential impacts from noise, lighting, and neighborhood intrusion. Mitigation included an offer to adjacent homeowners to provide funding for double-paned windows and upgraded doors; glare shields on lights; limitations on hours of operation; and development of a traffic and parking management plan in cooperation with the City of Lake Forest.





OC PUBLIC WORKS CEQA/NEPA TRAINING

Tailored for County Staff

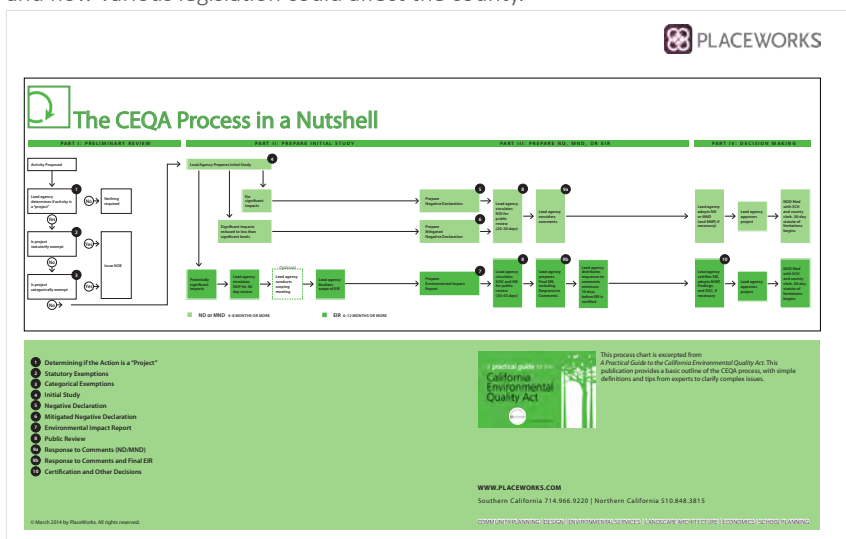
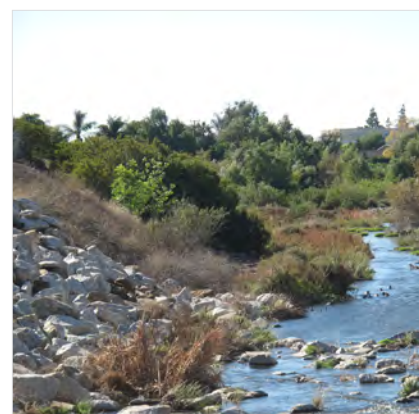
Project Type	Staff Training
Location	Orange County, California
Size	N/A
Client	Orange County Public Works
Date Completed	June 2013
Services Provided	Training for CEQA, NEPA, and Regulatory Permitting; Legislative Update



Recognizing that its engineering and planning staff needed a practical understanding of environmental and regulatory process requirements, OCPW asked PlaceWorks to conduct customized training at its primary office and O&M facility. The half-day sessions focused on the issues and requirements typically associated with public works projects, using OCPW projects we completed under an on-call contract as case studies. And since the CEQA/NEPA process is the context for regulatory permitting, Glenn Lukos Associates teamed with us to detail phasing and documentation requirements of regulatory agencies and to highlight real-life pitfalls and opportunities.

From 20 to more than 60 people attended each course, and most attended all three courses of the program: 1) CEQA Basics, 2) CEQA and Regulatory Permitting, and 3) NEPA and Advanced CEQA Topics. Participants received binders with handouts and copies of PowerPoint presentations for future reference.

Because of the program's success, PlaceWorks was asked to provide a legislative update to county management personnel to discuss CEQA trends, potential reform, and how various legislation could affect the county.



CEQA / NEPA AND REGULATORY PERMITTING TRAINING

Locations:
381 N. Tustin Street
Santa Ana, CA 92705
2201 N. Tustin Dr.
Orange, CA 92668

1. CEQA BASICS

- Overview of statutes and guidelines
- CEQA exemptions (categorical and statutory)
- Initial studies and determining appropriate CEQA process and document
- Negative declarations, mitigated negative declarations, EIRs
- Special topics (significance thresholds, cumulative impacts, mitigation measures, impact alternatives)
- Case studies

2. CEQA and Regulatory Permitting

- Relationship between regulatory permitting and CEQA
- Overview of applicable CEQA, CEQA, ACE, and NRECE permits
- Deconstructing a permit and CEQA document
- ACE mitigation role and recent guidance on performance standards
- Specifics on ACE permits
- Making sure applications are "complete"

3. NEPA and Advanced CEQA Topics

- Differences between NEPA and CEQA
- NEPA permitting for OC Public Works projects (California as a Final NEPA host, etc.)
- CEQA and regulatory compliance
- Guidance to project approval
- Legal challenges and defense

Santa Ana

Course #427
Date: April 30, 2013
Time: 1:00 p.m. - 4:00 p.m.

Santa Ana

Course #428
Date: May 10, 2013
Time: 1:00 p.m. - 4:00 p.m.

Santa Ana

Course #429
Date: May 20, 2013
Time: 1:00 p.m. - 4:00 p.m.

Orange

Course #29
Date: May 20, 2013
Time: 12:00 p.m. - 3:30 p.m.

1 **2** **3**

OC Public Works
Engineering Project Management

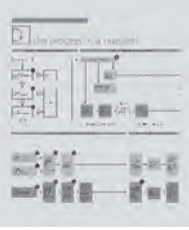
GLUEN LUKOS ASSOCIATES
Environmental Consultants

THE PLANNING CENTER
PCBA

PLACEWORKS

www.placeworks.com
Southern California 714.966.9220 | Northern California 510.848.3815
COUNTY OF ORANGE | ENVIRONMENTAL SERVICES | LANDSCAPE ARCHITECTURE | ENVIRONMENTAL SCIENCE/ANALYSIS

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CEQA TRAINING AND EDUCATIONAL MATERIALS

Those Who Teach Can *Do* Better

Subject	Training
Location	Throughout California
Date Completed	Ongoing
Key Staff	Cathy Fitzgerald, DEnv, PE, QSD/QSP; Dwayne Mears, AICP; JoAnn C. Hadfield; Nicole Morse, Esq.; Nicole Vermilion, Steve Noack, AICP; Terri McCracken, William Halligan, Esq.

They say if you really want to learn something, teach it, and PlaceWorks' CEQA staff has taken this saying to heart. We have spent countless hours sharing what we know in trainings for professional organizations, local jurisdictions, public agencies, state officials, and academic institutions. Several staff regularly teach or guest lecture for college courses in environmental compliance. Even in the everyday practice of our profession, informal talks with clients and presentations at required public hearings or scoping meetings are avenues for CEQA education. PlaceWorks' original publications and graphics were created to work in conjunction with training or as stand-alone guides. To keep up to date or even break new ground, we research, read, talk to colleagues, and assemble panels of experts at conferences and other events to draw out the latest and most creative thinking about environmental review in California.

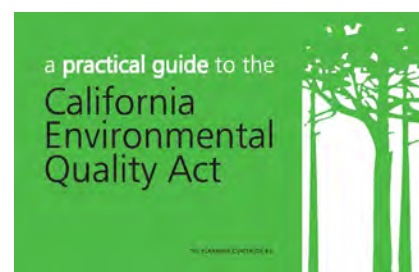
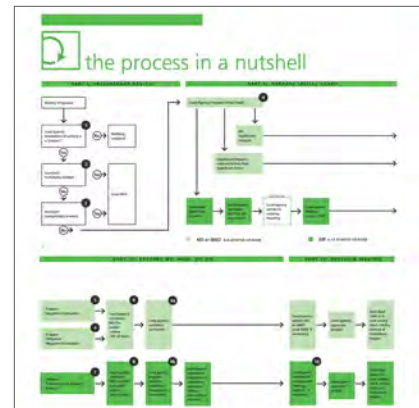
PlaceWorks' CEQA training is tailored to the needs of its audience. It can entail anything from a basic overview introducing the process to more advanced, technical training for specific topics—history, current legislation, case law, and particularly timely or relevant issues. Plus, we make sure that participants can apply what they learn to the real world. Our three featured projects are followed by a brief summary of activities and clients.

CEQA Basics for the State Legislature

In 2013, AEP invited the California State Legislature and staff to a “briefing” on CEQA basics. PlaceWorks staff managed the briefing, which explained CEQA's purpose and process and gave an overview of the CEQA legislation proposed as part of the 2013–14 legislative session. Attendees included legislators, staff, and members of the Associated Press.

Association of Environmental Professionals Workshops

For over 15 years, PlaceWorks staff has participated in the semiannual, full-day workshops for basic and advanced CEQA training sponsored by local AEP chapters. As the statewide coordinator for the past 5 years, we also assemble speakers and coordinate training at the annual conference. Programs range from introduction to CEQA for new practitioners to advanced workshops for seasoned professionals that address new legislation, case law, and timely issues.



CEQA / NEPA AND REGULATORY PERMITTING TRAINING

Locations:
 400 N. Coast Road
 Suite 100, CA 94701
 1001 N. Second St.
 Orange, CA 92667

1. CEQA BASICS

- Overview of statute and guidelines
- CEQA exemptions (exempt and de minimis)
- Initial studies and determining appropriate CEQA process and treatment
- Negative declarations, mitigated negative declarations, EIRs
- Social topics significance: preliminary, internally consistent, mitigation, project alternatives
- Cost studies

2. CEQA and Regulatory Permitting

- Relationship between regulatory permitting and CEQA
- Overview of applicable CEQA, IS/NP, ACEQ, and PWDCE permits
- Decommissioning a permit and CEQA document
- ACEQ mitigation rule and recent guidance re performance standards
- Specifics on ACEQ permits
- Timing: how applications are “timed”

3. NEPA and Advanced CEQA Topics

- Differences between NEPA and CEQA
- NEPA permitting for DC Public Works projects (Carmax at FTM, NEPA final etc.)
- CEQA and regulatory compliance: introduction to project approval
- Legal challenges and defense

Santa Ana
 Conf. Room 447
 Date: April 24, 2013
 Time: 1:00 pm - 4:30 pm

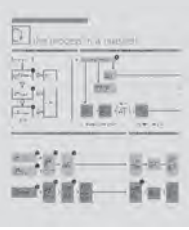
Santa Ana
 Conf. Room 523
 Date: May 13, 2013
 Time: 1:00 pm - 4:30 pm

Orange
 Conf. Room 2B
 Date: May 20, 2013
 Time: 12:00 pm - 4:30 pm

→ Please sign up for sessions 1 week prior to the class in Training Center at the following link:
<http://placeworks.org/ceqa/nepea/permitting>

* Sessions can be booked to any center of choice. Call 714.847.1000





CEQA TRAINING AND EDUCATIONAL MATERIALS

Those Who Teach Can *Do* Better

University of California, Riverside, Extension Course

"A Practical Guide for Obtaining Environmental Clearance for New & Expanding School Sites" has been part of the Educational Facilities Certificate Program at UC Riverside Extension for about 10 years. It covers the latest procedural and substantive requirements of CEQA and other agencies, and it is designed for professionals who wish to practice or already practice as school facility planners. It is taught by PlaceWorks principal Dwayne Mears, AICP, who brings in guest lecturers from inside and outside the firm to cover specialized topics.

Private and Public Sector CEQA Training

- » CEQA Basics, Advanced CEQA, Environmental Review for Schools, Air Quality and GHG Issues, CEQA Case Law
 - Coalition for Adequate School Housing
 - California State Legislature
 - County Offices of Education | San Diego, Orange, Riverside, and San Bernardino counties
 - Urban Land Institute
 - Chapman University School of Law
 - Building Institute of America
 - Shopoff Group
 - Orange County Public Works Department
 - Southern California Planning Commissioners

Event Presentations

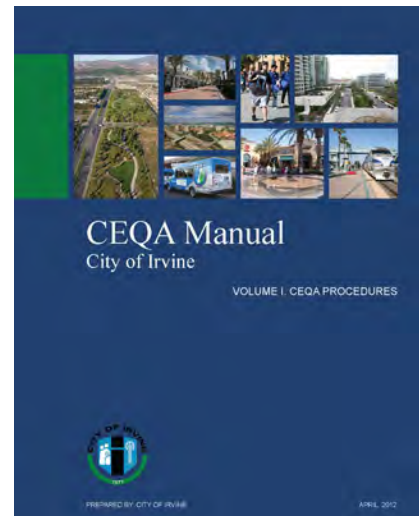
- » APA State Conferences
- » AEP State Conferences
- » South Coast Air Quality Management District Symposia
- » Coalition for Adequate School Housing Conferences
- » 2010 School Facilities Planning, Construction and Financing Workshop | Bowie, Arneson, Wiles & Giannone
- » 2009 Orange County Planning Directors' Forum

Academic Courses and Guest Lectures

- » "A Practical Guide for Obtaining Environmental Clearance for New & Expanding School Sites," Educational Facilities Certificate Program, UC Riverside Extension
- » "Environmental Planning and Site Analysis," UC Davis Extension
- » CEQA Guest Lectures—UC Irvine Graduate School of Management | UC Riverside | Cal Poly Pomona | CSU Fullerton

Publications

- » *A Practical Guide to CEQA* (6 editions)
- » *A Practical Guide to Environmental Risk* (2 editions)
- » City of Irvine CEQA Manual, 2012
- » *PlaceViews*, the PlaceWorks newsletter, including
 - "The California Supreme Court Clarifies CEQA Baseline," December 2013
 - "Recent Court Cases Reject Standard Practices in CEQA Review: What School Districts Need to Know," November 2011
- » Dwayne Mears, contributing author, *California School Facilities Planning*, Point Arena, CA: Solano Press, 2006
- » California State University CEQA Procedure Manual



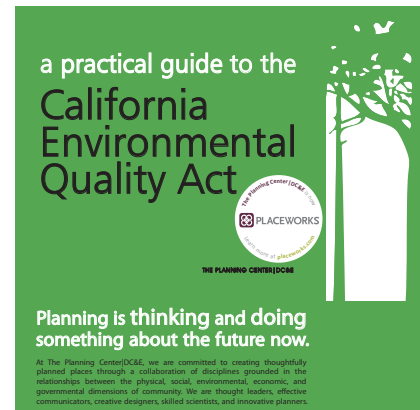
7th Edition Coming in Fall 2018!

a practical guide to the
California
Environmental
Quality Act

A PRACTICAL GUIDE TO CEQA, 6TH EDITION

Update to the Award-Winning Guide

Project Type	CEQA / Publication
Project Director	Dwayne Mears, AICP
Date Completed	2012
Project Effort	CEQA Research and Development, Publication Preparation, Training Workshops
Awards	2010 Merit Award for Public Involvement/Education Program, AEP California (5th ed.)



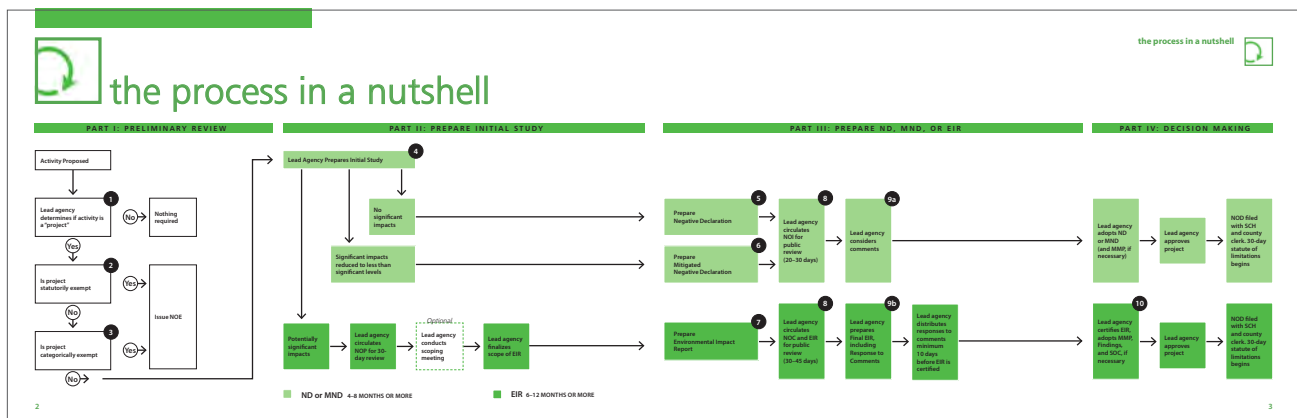
"A Practical Guide to the California Environmental Quality Act" has gone through several updates since we introduced it in 1987, but it has always upheld its primary purpose—to elucidate the CEQA process. The 6th edition is no exception. It outlines the fundamental process and principles of CEQA in simple language, citing the various codes for further reference and providing charts to illustrate processes. A "Focus On..." section explains in more detail such complicated issues as water supply and mitigation measures. An FAQ section, glossary, and resources section cover an array of environmental issues. We've revised the guide to reflect the inevitable minor changes in the last two years as well as more notable changes in response to California court decisions and new global warming legislation (e.g., AB32, SB275). For instance, the "Focus On..." section discusses the changes in the CEQA Guidelines subsequent to this legislation.

"A Practical Guide to CEQA" has found its way to college classrooms and planning department counters, and it's a familiar feature on many department and agency desks. The guide and its graphics are the foundation for CEQA training workshops hosted by PlaceWorks to help clients, agencies, students, and others in the industry understand basic CEQA and the environmental review process.

how to use this guide



This guide has three main parts: **the process in a nutshell**, **FAQs**, and **focus on...**. Each section is designed to be informative and useful for future reference. To include as much information as possible, we have repeated very little and cross-referenced instead. Words in **bold and underlined** are defined in the glossary, and relevant sections of code are cited. We have also included a list of resources you may find useful and an all-purpose abbreviations section that covers, not only words and phrases used in this guide, but many that are common in CEQA documents.



COMPREHENSIVE PLANNING

Planning a general plan, a large-scale development, or even a single residential parcel is a complex process. PlaceWorks looks at the big picture and provides solutions that enable governments and industry to move forward.

Key to our success is our government services group's ability to unite public- and private-sector interests. These dedicated problem solvers tailor strategies that balance business and government goals with environmental risks and long-term growth plans. And because our team understands the process so well, we can help navigate projects through the various approval and review stages.

PlaceWorks has been involved with many important projects over the years, including more than 100 general plans, 400 specific plans, and 400 master plans.

COMPREHENSIVE PLANNING

- » General Plans
- » Strategic Plans
- » Climate Action Plans
- » Policy Development and Analysis
- » Community Profiles

HOUSING RESEARCH & ANALYSIS

- » Housing Elements
- » Housing Implementation Strategies
- » Affordable Housing Studies
- » Analysis of Impediments to Fair Housing Choice

CORRIDOR PLANNING

- » Infill Design Solutions
- » Strategic Land Use Planning
- » Context Sensitive Design
- » Transit Planning
- » Financial and Regulatory Implementation Tools
- » Climate Change Services
- » Climate Action Plans
- » GHG Emissions Inventories

COMMUNITY ENGAGEMENT

- » Visioning Workshops
- » Design Charrettes

MUNICIPAL SERVICES

- » Municipal Service Reviews (MSRs)
- » Annexation/Incorporation Studies
- » Grant Writing
- » On-Call Staff Support

CREATIVE MEDIA

- » Web-Based Planning Tools
- » Geographic Information System (GIS) Mapping
- » Graphics/Media Support



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PLACEWORKS.COM



El Monte Community Building Initiative
California Community Foundation | El Monte, CA

Century Villages at Cabrillo
Century Housing Corporation | Long Beach, CA

Anaheim General Plan & EIR
City of Anaheim, CA

Dana Point Residential Design Guide
City of Dana Point, CA

Vortex Specific Plan and EIR
City of Desert Hot Springs, CA

El Monte General Plan, Development Code, and EIR
City of El Monte, CA

Artesia Corridor Specific Plan
City of Gardena, CA

Highland General Plan, Development Code, and EIR
City of Highland, CA

West Highway 111 Corridor and Downtown Indio
City of Indio, CA

Irvine Climate Action Plan
City of Irvine, CA

Ontario General Plan & EIR
City of Ontario, CA

Palm Springs General Plan, Downtown Urban Design Guide, and EIR
City of Palm Springs, CA

Housing Agenda for Action
City of Pasadena, CA

Rancho Mirage General Plan & EIR
City of Rancho Mirage, CA

Santa Ana Housing Element
City of Santa Ana, CA

I-5 Corridor Analysis
City of Santa Fe Springs, CA

Renaissance Plaza Specific Plan
City of Stanton, CA

Torrance Community Profile
City of Torrance, CA

Little Saigon Moran Street Specific Plan
City of Westminster, CA

Riverside County Integrated Project General Plan
County of Riverside, CA

Glen Helen Specific Plan
County of San Bernardino, CA



SAN CLEMENTE GENERAL PLAN AND EIR

Blending the Best of the Old and the New

Project Type	General Plan Update / EIR / Community Profile
Location	San Clemente, California
Size	17.8 square miles; 68,316 people
Client	City of San Clemente
Date Completed	March 2014
Services Provided	Visioning, Public Outreach, Community Design, Economic Development, Performance Indicators, Military Compatibility Planning, Implementation, and Environmental Clearance

The general plan presented an opportunity to refine the community's vision, building on its heritage as the Spanish Village by the Sea. It positions this nearly built-out city to capitalize on existing assets and set a course for strategic investments in the coming decades. Geographically constrained, the city faced many challenges to remaining economically and fiscally sustainable without compromising its existing neighborhoods, the "historic" character first envisioned by the city founder, unique surf culture, and small-town feel enjoyed by residents and visitors alike.

An important consideration was inclusion of an area adjacent to the US Marine Corps Base, Camp Pendleton. As the city moved forward with the land use plan, PlaceWorks coordinated closely with the military and its local government liaison to maintain the strong relationship between San Clemente and Camp Pendleton. Also, San Clemente's greatest asset is its coastline. Given that the coastal zone is entirely built out or planned, there is little opportunity to implement sweeping changes. Instead, the focus of the update was on enhancing and strengthening coastal policies and resources.

Development opportunities needed to reflect community values, as did the goals, policies, and standards that guided them. PlaceWorks engaged the community through a 25-member general plan advisory committee and several public workshops. In addition, PlaceWorks' senior economist met with business and property owners from major business centers and Saddleback Memorial Hospital to identify strategies for retaining and attracting new businesses to San Clemente. Land use concepts were developed with public support following extensive study of fiscal and economic impacts, community design considerations, and environmental concerns. Using the city's award-winning "Long Range Financial Planning Framework" as a guide as well as available web-based technologies, PlaceWorks designed the General Plan—particularly its economic development and governance elements—to better strengthen the relationship between the city's long-range goals and shorter-term implementation.





LOS ALAMITOS GENERAL PLAN, WEBSITE & EIR

Protecting What's Valuable, Preparing for Change

Project Type	General Plan and EIR
Location	Los Alamitos, California
Size	5.6 square miles
Client	City of Los Alamitos
Date Completed	2015
Services Provided	General Plan, EIR, Public Outreach, Project Website, Military Base Reuse Conceptual Planning (separate contract)



In 2010, Los Alamitos celebrated its 50th anniversary. In its first half century, the city grew from approximately 3,400 residents to just under 12,000, never losing its small-town character. Los Alamitos has a wide range of land uses, provides recreation spaces and services for nearly 50,000 people annually, and has developed not only one of the best school districts in Southern California, but also one of the best medical centers.

Rather than resting on its past success, the city decided to reassess its vision and position to capitalize on change that was appropriate and desirable. The city partnered with PlaceWorks to plan the next 25 years and ensure continued prosperity when the city celebrates its 75th anniversary.

The focus of the update was to strengthen the city's economic position, reaffirm its policy foundation and vision, and comprehensively evaluate several issues of citywide importance. These issues included the inclusion of Rossmore as the sphere of influence, a plan for the commercial corridors and downtown, the need for additional park space, increased coordination with the school district, the recent adoption of the Medical Center Specific Plan, and the need to explore economic development opportunities in a built-out environment.



What will Los Alamitos look like
...in the future?

**LOS ALAMITOS
GENERAL PLAN**
education • recreation • safety • services

If you live, work, learn, or play in Los Alamitos or Rossmore, now is your opportunity to get involved and provide input on the issues, opportunities, and priorities that you feel are most important to the future of our community.

www.losalgeneralplan.org

Contact: Steven Mendoza, Community Development Director | Phone: (562) 431-3538 | Email: smendoza@ci.los-alamitos.ca.us





LOS ALAMITOS GENERAL PLAN, WEBSITE & EIR

Protecting What's Valuable, Preparing for Change

An expedited schedule was made possible because of PlaceWorks' experience with general plans and unique local knowledge of the Los Alamitos and Rossmoor communities. Additionally, a significant part of the policy direction was developed by PlaceWorks in the earlier preparation of the city's Commercial Corridor Plan (completed in June 2010).

As a separate but related effort, the city sought to understand the potential long-term implications (20+ years) of military base reuse on the citywide infrastructure system—if base reuse ever did occur. The location and size of the local base (equal to the entire nonmilitary portion of the city) presented some unique constraints and opportunities. The analysis gave the city a better understanding of the potential for land use changes and ensured the city is prepared for change—even if it is 20 years away.



TEMPLE CITY 2050 MID-CENTURY PLAN AND EIR

Make TC Happen

Project Type	General Plan, Specific Plan, Zoning Code Update, and EIR
Location	Temple City, California
Size	35,000 Population; 4 square miles
Client	City of Temple City
Date Completed	2017
Services Provided	Outreach, Land Use Planning, Zoning Code Update, Economic Analysis, Design and Landscape Architecture, Policy Development, Historic Resources, Environmental Review, Website Design
Awards	2018 Comprehensive Planning Award: Small Jurisdiction Award of Merit, California APA, Los Angeles Section

The Temple City 2050 Mid-Century Plan was the first all-inclusive update of the city's general plan in over 25 years. PlaceWorks updated all supplemental policies, including the Las Tunas/Rosemead Specific Plan and zoning code, and prepared an environmental impact report. As part of these updates, PlaceWorks analyzed the city's demographic trends, unique cultural context, development, and built environment to identify new and updated goals and policies that allow the city to position itself to be fiscally sustainable and competitive on a local and regional level.

The Mid-Century Plan was a community-driven effort that channeled the city's strengths. Constant outreach and communication with residents, business owners, public officials, and other stakeholders defined the goals, policies, and implementation strategies to achieve the city's full potential. Outreach included face-to-face conversations, festivals, and workshops fully integrated with current networks and outreach tools such as *Temple City Connect* magazine and an interactive "Make TC Happen" website.

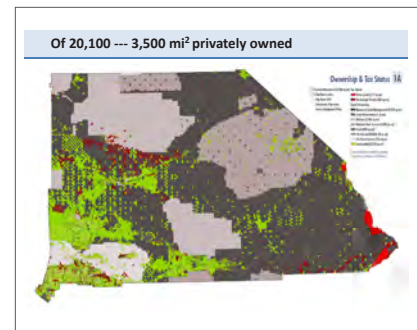
The goal of sustainability is essential to any general plan approach and was included in each element of the Mid-Century Plan, directly influenced by the EIR. This achieved two things: it kept the plan manageable, and it addressed sustainable practice within the framework of similar policies (i.e., land use, mobility, health, climate change, conservation, economic development).



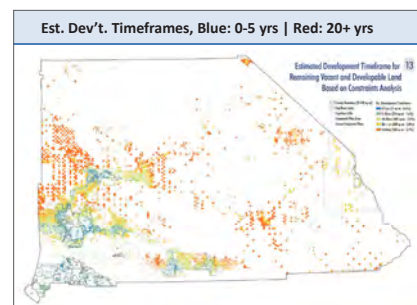
COUNTYWIDE GIS LAND ANALYSIS

Mapping the Future of San Bernardino County

Project Type	GIS Analysis
Location	San Bernardino County, CA (unincorporated and incorporated)
Size	20,100 square miles; 2.1 million people
Client	County of San Bernardino
Date Completed	2015
Services Provided	GIS Analysis, Opportunities and Constraints Analysis, Mapping and Graphics

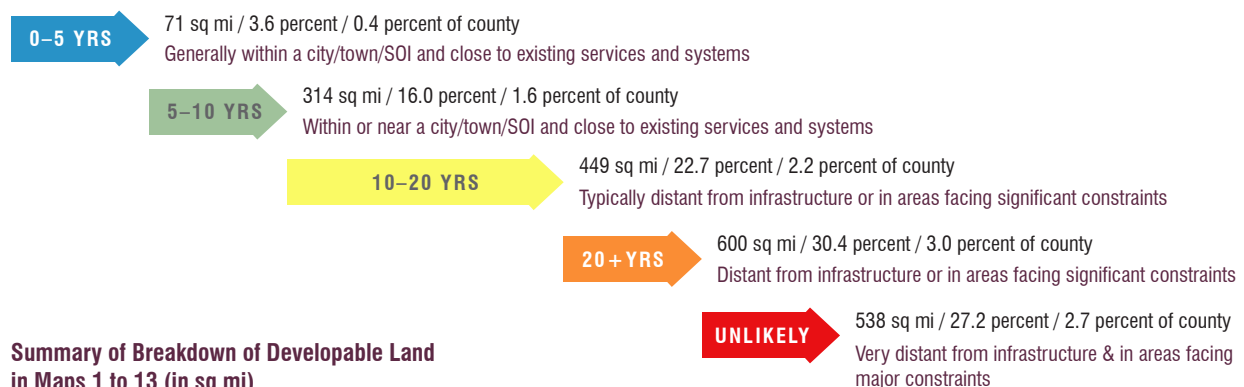


The vacant land analysis evaluated 14 different types of constraints, starting with ownership and tax status attributes.



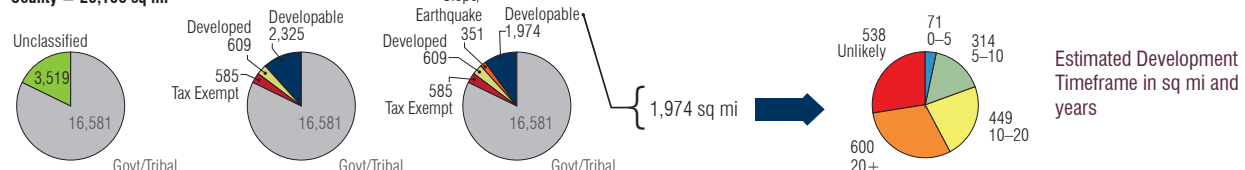
The vacant land results are illustrated above and quantified below for specific constraints and estimated development timeframes.

Estimated Development Timeframe for Remaining Vacant & Developable Land Based on Constraints Analysis (1,974 sq mi total)



Summary of Breakdown of Developable Land in Maps 1 to 13 (in sq mi)

County = 20,100 sq mi



COUNTYWIDE GIS LAND ANALYSIS

Mapping the Future of San Bernardino County

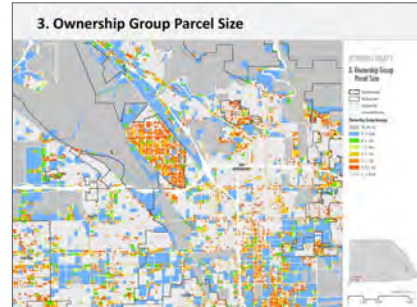
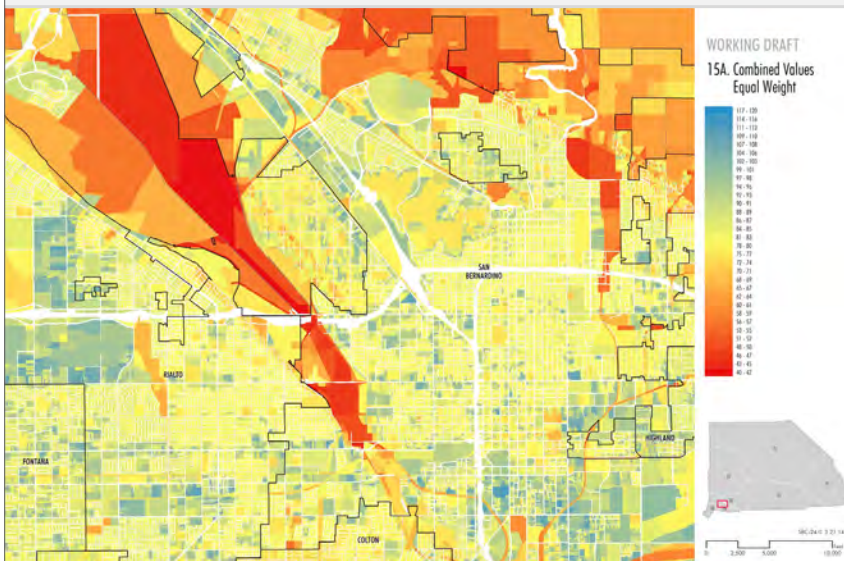
Our analysis indicated that approximately 2 percent (385 sq. mi.) of the county is vacant, relatively unconstrained, and readily available for development. After considering this information, the county and all of the incorporated jurisdictions requested an analysis of underutilized lands to better understand the potential for reuse and intensification.

In 2013, PlaceWorks began the study of underutilized land on a parcel-by-parcel basis—analyzing more than 800,000 parcels with more than 150 data features. Over 120 million cells of data were analyzed separately and in combination through GIS software. This study pulled from many of the same data sources as the previous study, but added constraints specific to existing development (e.g., FAR and I/L Ratio).

The results were incorporated into regional transportation models and used for the countywide general plan update.

Combined Values

Blue – least constrained | Red – Most constrained





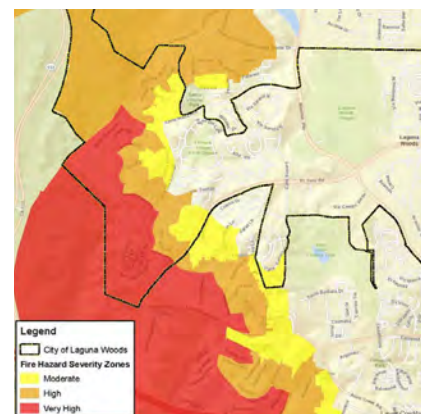
LAGUNA WOODS CLIMATE ADAPTATION PLAN

Climate Resilience and Resource Independence

Project Type	Climate Change Planning
Location	Laguna Woods, California
Size	3 square miles; population 16,213
Client	City of Laguna Woods
Date Completed	December 2014
Services Provided	Climate Adaptation Plan

The Laguna Woods Climate Adaptation Plan was prepared in coordination with regional partners to increase resilience to climate hazards and become resource independent. Most of Laguna Woods is a master-planned senior community—the average age of residents is 80—and controlled by a homeowners association. Laguna Woods' unique community characteristics and complex governance system influenced the plan's process and implementation, notably community and stakeholder engagement, which involved city staff, community residents, business owners, and local leaders. Laguna Woods is the first inland city to use California's Adaptation Planning Guide.

The plan is based on a robust vulnerability assessment, which evaluated key populations, services, and infrastructure against projected climate changes and the resulting increase in hazard events. This assessment led to a comprehensive suite of adaptation measures for issues such as extreme heat, a key issue for the community. The plan emphasizes “no regret” strategies that produce public value, including positive health and safety outcomes, in addition to improving climate resiliency. Each adaptation measure has metrics for tracking progress and success, a discussion of costs and coordination issues, and a description of the benefits from implementation. It also describes how to integrate adaptation measures into other planning documents; since adoption, it has been integrated into the city's general plan safety element and Local Hazard Mitigation Plan, ensuring consistent implementation across all planning mechanisms.





LAGUNA NIGUEL GATEWAY

Specific Plan Creates a Portal to the Region

Project Type	Transit-Oriented Development Specific Plan
Location	Laguna Niguel, California
Size	300 acres
Client	City of Laguna Niguel
Date Completed	November 2011
Services Provided	Planning, Urban Design, Civil Engineering, Environmental, Public Outreach



With ridership escalating, this station in Laguna Niguel is a primary portal from southern Orange County to the region and offers significant development opportunities—despite the challenges posed by limited freeway access, heavy local traffic, marginal commercial and industrial uses, and other constraints. The specific plan defines policies, guidelines, and standards for transit-oriented development around the Metrolink station, and a comprehensive program details the course for implementing and financing these improvements.

The specific plan provides for infill and intensification—a mixed-use community with retail, office, and housing uses. Pedestrian-oriented streets and parklands define the area and provide amenities for residents. The mix of uses and densities will not only support transit use, but create the signature gateway to the city. During the plan's outreach, efforts targeted property owners and business tenants, not just local residential groups. Multiple workshops and meetings helped define a strategy for developing in sync with the expected doubling of transit service over the next ten years.

The plan is a model for sustainable transit-oriented development. Since adoption, new development and improvements include the construction of over 400 residential units, a new train platform, roadway improvements, and planning and design initiated for a major pedestrian trail unifying the project area along Oso Creek.



This project was led by PlaceWorks' **Woodie Tescher** while with another consulting firm.



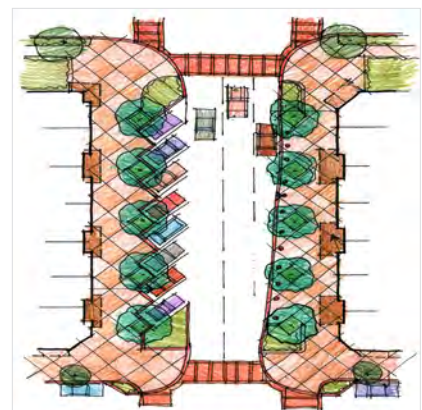
RENAISSANCE PLAZA

New Life for an Important Corridor

Project Type	Corridor Redevelopment / Specific Plan / MND
Location	Stanton, California
Size	15 acres
Client	City of Stanton
Date Completed	Adopted 2005
Services Provided	Site Planning, Specific Plan Preparation, Environmental Analysis
Awards	2005 APACA Orange Section Outstanding Planning: Planning Implementation—Small Jurisdiction

An underutilized and aging strip mall along Beach Boulevard, the former Stanton Plaza had several constraints to redevelopment: fragmented into multiple parcels/ownerships, unwilling sellers that required use of eminent domain before the necessary lot consolidation, and rapidly changing market conditions.

The specific plan allowed for a wide range and mix of uses on the 15-acre site—commercial development at the most visible corner of the site, live-work units adjacent to commercial, and higher density residential. Design guidelines ensured a consistent architectural and landscaping scheme. An internal Main Street created a gathering place for the community, minimized vehicular trips generated by the project, and created an active pedestrian environment. PlaceWorks also prepared the specific plan's mitigated negative declaration. Finally, the plan included a streamlined approval process to “reward” applicants whose projects were in alignment with the city's vision for Renaissance Plaza.



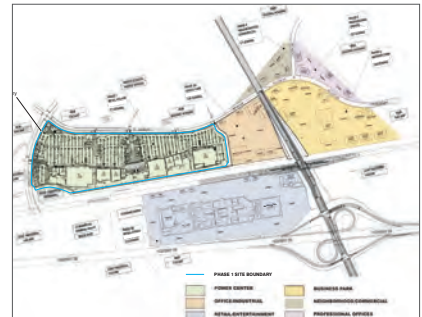
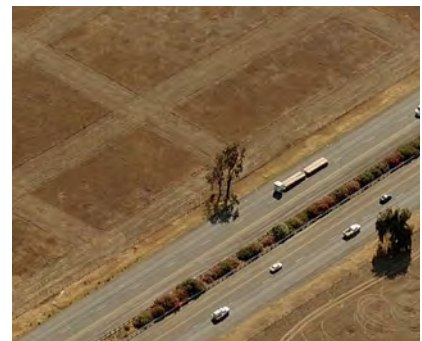
FRESNO MARKETPLACE

Measuring the Market

Project Type	Market Analysis and EIR
Location	Fresno and Madera Counties, California
Size	230 acres
Client	John Allen Company, City of Fresno
Date Completed	Market Analysis: 2007; EIR: 2010
Services Provided	Market Study (for Urban Decay Potential), EIR Preparation, Technical Studies

Community leaders were concerned that existing local businesses would be jeopardized by an ambitious 1.5 million square feet of retail building space in this 2.8 million square-foot mixed-use project. As part of the project's environmental impact report, a market analysis assessed regional growth patterns and projected consumer spending. It defined the regional trade area and determined the market demand for new retail space that would be generated by spending within this area.

PlaceWorks found that, over the next 5 years, the metropolitan area could support 2.7 million square feet of retail space beyond the existing and planned supply. Within the defined regional trade area, our analysis found demand for 1.5 million square feet of retail space by 2012. We concluded that the proposed development, both individually and in conjunction with planned development, would not cause an increase in retail vacancy rates.





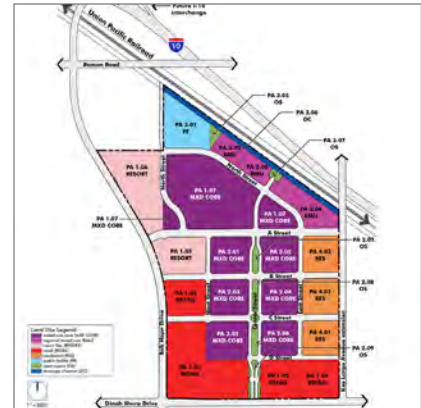
SECTION 19 SPECIFIC PLAN

Bringing a Different Style of Living to the Desert

Project Type	Specific Plan and EIR
Location	Rancho Mirage, California
Size	269 acres
Client	City of Rancho Mirage
Date Completed	February 2010
Services Provided	Community Design, Land Planning, Specific Plan and EIR Preparation, Air Quality and Greenhouse Gases Analyses, Noise and Vibration Analysis, Phase I ESA, Pipeline and Rail Risk Assessments
Awards	2010 Compass Blueprint Award for Achievement in Livability, Prosperity & Sustainability, SCAG 2010 Outstanding Planning Award: Neighborhood Planning, APACA Inland Empire

PlaceWorks drafted the Section 19 Specific Plan to create a new mixed-use destination for Rancho Mirage. Situated adjacent to the Agua Caliente Casino, Resort, and Spa and Interstate 10, Section 19 presented an opportunity to depart from low-scale resort-oriented development and introduce a high density mix of commercial, office, entertainment, hotel, and residential uses in the context of a master-planned town center. Public plazas and pocket parks will be linked with pedestrian walkways, and a planned multimodal station expands transportation choices. The project was envisioned in the city's 2005 general plan update (also performed by PlaceWorks).

The project involved a number of environmental issues related to aesthetics, air quality, cultural and biological resources, and electricity and water supply that required constant coordination—with Native American tribes, agencies, and stakeholders, including multiple landowners. For example, the lack of electrical power and infrastructure was resolved through coordination and inclusion of detailed and defensible mitigation measures. The project also required close coordination with Native American tribes because of its undeveloped, desert setting and the fact that a number of tribes own and operate land in the area.





DANA POINT RESIDENTIAL DESIGN GUIDE

Technology in Planning

Project Type	Design Guidelines
Location	Dana Point, California
Size	29.4 square miles
Client	City of Dana Point
Date Completed	2005
Services Provided	Design Guidelines, Creative Media
Awards	2005 Award for Outstanding Planning: Innovative Use of Technology, APACA Orange Section

The exploding use of technology in the field of planning—originally for the benefit of practitioners—increasingly involves the general public. In the City of Dana Point, city staff and decision makers lacked clear and comprehensive design guidelines for residential development. Although essentially built out, Dana Point wished to see the existing character and quality of its neighborhoods maintained as homes were redeveloped in order to avert the mansionization that often plagues established communities with high land values. The city needed a way to present hundreds of photos of their existing neighborhoods alongside sketches and design guidelines in a format that was both clear and accessible. Rather than providing the photos and sketches on boards or in a large, text-intensive document, the city wanted a Residential Design Guide to be viewed electronically as a Microsoft PowerPoint presentation. This interactive Guide provides information and guidance on character and design priorities, communities, and neighborhoods through links to maps, photos, and sketches.

Going a step further from traditional PowerPoint presentations, the Guide is organized around five sections and is used as a reference book rather than a presentation. An introduction familiarizes the user with the Guide's purpose, structure, and content. The "Goals/Policies" section demonstrates the connection with the general plan and the policy foundation for the Guide's design principles. "Design Principles" describes 10 fundamental design principles and provides photographic and abstract illustrations for each. These principles are applied citywide for all residential development.

The application of these principles does not mean, however, that Dana Point is looking to form a homogenous residential character. The city thrives because of the unique character of its communities and neighborhoods. Accordingly, "Communities" explores the existing conditions and character of residential design in each neighborhood and applies the 10 principles to provide guidance for future development and redevelopment. Finally, "Resources" includes a glossary and links to the General Plan, Zoning, and specific plans.

The Residential Design Guide provides an electronic tour, linking policy to specific places and images. It reflects the desire to make planning and design policies accessible and understandable to better preserve and improve the quality of development in Dana Point's neighborhoods.





SANTA ANA HOUSING ELEMENT AND IS/ND

The Historic Core of Orange County

Project Type	Housing Element, Initial Study/Negative Declaration
Location	Santa Ana, California
Size	28 square miles; 353,200 people
Client	City of Santa Ana
Date Completed	2009
Services Provided	Housing Element Preparation, Visioning, Public Outreach
Awards	2010 Orange Section APA Outstanding Planning: Focused Issue

Incorporated in 1886, Santa Ana has a rich cultural heritage. As the county seat, the city boasts an eclectic urban core, burgeoning employment centers, transit hub, historic areas, and a rich history. PlaceWorks was called to complete the 2008–2014 Housing Element update in the midst of a turbulent housing market. At this juncture, the community faced critical challenges addressing tremendous population growth, lack of housing production, neighborhood stabilization, revitalization of underutilized commercial corridors, economic development, and improved mobility and air quality.

In order to frame a housing agenda to address these challenges, considerable consensus was required. PlaceWorks led an extensive public outreach and engagement effort, which included multiple educational sessions with individual members of the City Council, Planning Commission, and Redevelopment Housing Commission. Several community workshops were held and presented in English, Spanish, and Vietnamese. Additional outreach was conducted with community-based organizations and the Chamber of Commerce, including a business survey. The public outreach program culminated in two visioning sessions with the Santa Ana City Council.

The housing element update and visioning process has proven successful. The City of Santa Ana is now one of the few cities in California with an explicit housing vision that is inclusive, sustainable, and reflective of the community. The city's strategy for addressing housing needs is centered on implementing smart growth principles: locating housing along transportation corridors, facilitating mixed-use development into district centers to support economic development goals, supporting the rehabilitation of housing to stabilize neighborhoods, and assisting the production of housing and services for special needs groups.

Since adoption of the housing element, PlaceWorks has leveraged the project to secure funding from the Southern California Association of Governments as part of its Compass Blueprint Demonstration Projects. Funds will be used to create a specific plan for a residential mixed-use district along Harbor Boulevard that connects to the city's Go Local transit program, Orange County BRT lines, and proposed rail corridor.





HARBOR MIXED-USE TRANSIT CORRIDOR

Creating a Place for People

Project Type	Corridor Planning, EIR
Location	Santa Ana, California
Size	2 linear miles
Client	Southern California Association of Governments and the City of Santa Ana
Date Completed	2014
Services Provided	Land Use/Corridor Planning, BRT/TOD Station Planning, Public Outreach, Form-Based Zoning, Specific Plan Development, Market Analysis, Infrastructure Analysis, Implementation and Financing, EIR

PlaceWorks helped the City of Santa Ana evaluate zoning designations along transit corridors throughout Santa Ana to expand land use options and establish an urban fabric that takes advantage of transportation improvements. A combination of vacant and underutilized land, bus rapid transit investments, future fixed guideway facilities, and desirable freeway and regional access make Harbor Boulevard an ideal candidate for reinvestment and new development opportunities.

PlaceWorks subsequently developed the Harbor Corridor Plan and laid the foundation for a more livable corridor through form-based zoning that allows new housing and mixed-use development opportunities, the safe integration of cars, buses, bicycles, and pedestrians along a six-lane roadway, and design guidelines that create a stronger identity for the residents and businesses.

PlaceWorks conducted an extensive three-year outreach program consisting of over 20 public meetings, including an idea fair and bus tour, neighborhood meetings, focus groups with property/business owners and developers, a joint workshop with the Circulation Element Update, and three study sessions with the Planning Commission.

After adoption, the plan immediately drew interest from multiple developers for new residential and mixed-use projects.



MIDTOWN SPECIFIC PLAN AND EIR

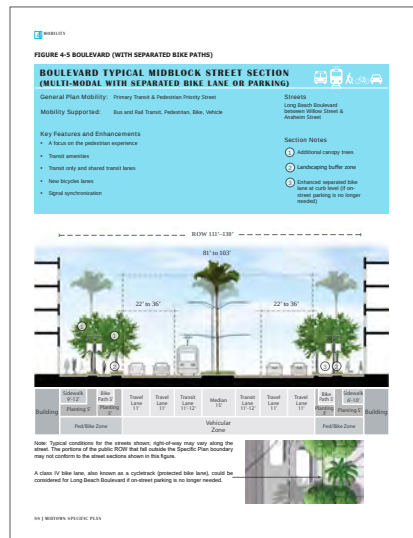
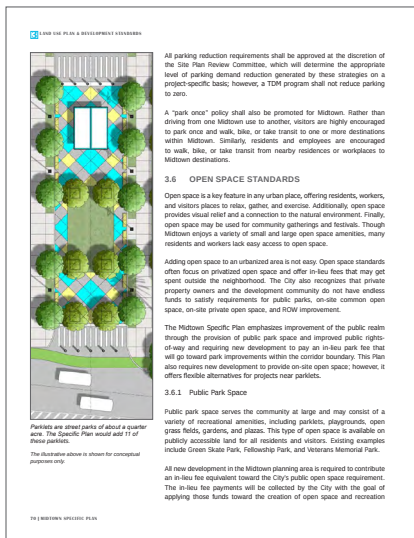
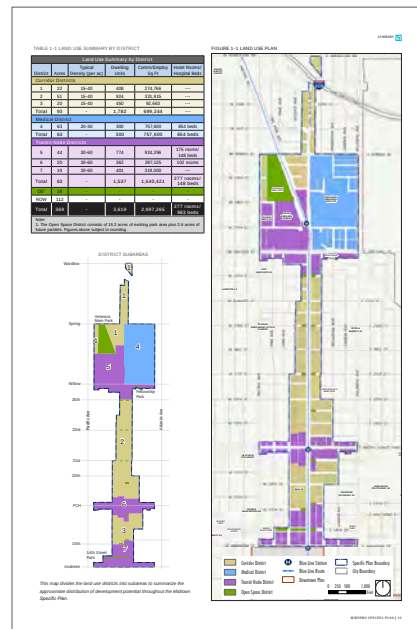
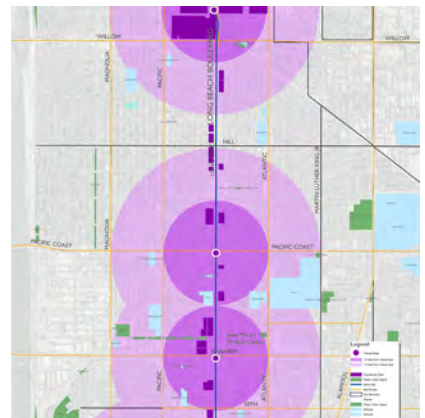
Improving Life on the Boulevard

Project Type	Corridor Plan and EIR
Location	Long Beach, California
Size	2.5-mile corridor, 369 acres
Client	City of Long Beach
Date Completed	May 2016
Services Provided	Specific Plan, Form-Based Coding, Environmental Impact Report, Outreach
Awards	2017 Sustainability Award: Integrated Planning, SCAG; 2017 Outstanding Planning Document Award, California AEP

Despite years of transit investments and the adoption of a planned development district (PD 29) for mixed-use and high density development, Long Beach Boulevard continued to suffer from a lack of development interests and mobility problems along the corridor and within the surrounding community. The City of Long Beach selected a team including PlaceWorks to revisit PD 29 and create a new specific plan to stimulate private and public improvements in an era without the benefit of redevelopment powers.

The specific plan establishes an equitable balance between each mode of mobility (car, bus, bike, and pedestrian) and utilizes a hybrid form-based zoning approach, incentive programs, park-once-and-walk strategies, and urban/streetscape design to achieve the city's goals for the corridor.

In a corridor that has been heavily studied for several decades, the community needed to see immediate solutions and changes. Our team identified six areas and implementation projects to serve as catalysts for revitalization and investment through incremental development.





PARCELS AT EL TORO

Positioning the Gateway to the Great Park

Project Type	Conceptual Site Plans and Market Analysis
Location	Orange County, El Toro, Great Park, California
Size	3 sites; 201 acres total
Client	County of Orange, OC Public Works
Date Completed	November 2011
Services Provided	Conceptual Site Planning, Market Positioning, Presentation to Board of Supervisors

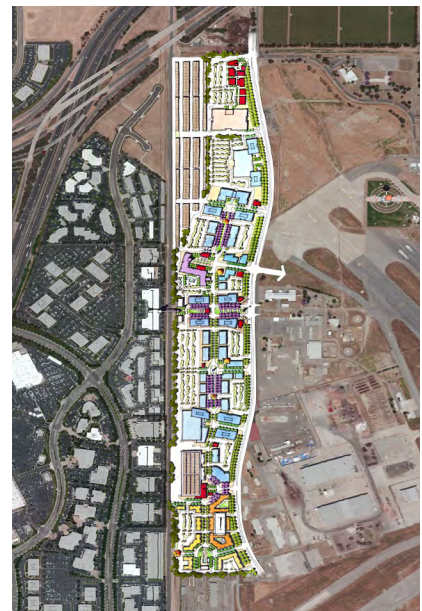


PlaceWorks was retained by the County of Orange to develop scenarios for future reuse of several county-owned properties adjacent to the Great Park and future Great Park Neighborhoods development (Five Point Communities) in the City of Irvine. The county requested that the consultant team explore the “art of the possible” for the future development of the sites to establish an approach that would result in the highest and best value for Orange County taxpayers. Ultimately, the county used the final product as a basis to establish goals and objectives that define how revenue generation related to the properties should be balanced with uses that can provide a public benefit.

PlaceWorks (in collaboration with Jones Lang LaSalle, Tait Associates, and Gensler) prepared a parcel utilization concept plan for 200 acres of county property at El Toro. The project consisted of three sites: a 100-acre site adjacent to Marine Way, and two properties adjacent to the future Alton Parkway alignment. The analysis included a review of previous site analysis, a market assessment, analysis of physical site constraints and opportunities, a site visit, and collaboration with county officials to identify a viable mix of uses for the future development of the parcels.

The analysis reviewed the county’s future real property assets and included an initial market assessment of the range of short- and long-term uses and potential viability for development of each. The results were used to prioritize potential uses for the three sites and to eliminate uses that would not be deemed feasible given market demand, competitive supply, site characteristics, and other factors.

PlaceWorks developed several concepts, including: GreenTech, Active Sports Center, and Lifestyle Center concepts, as well as a “highest and best use” option that included a mix of hotel, office, retail, and high-density housing on the 100-acre site. The Board of Supervisors used the concepts and market analysis to provide direction to staff regarding the subsequent steps that should be taken to maximize the value of the county’s assets, including initiating discussions with the City of Irvine, timing and placement of new infrastructure, and solicitation of a master developer agreement.





EL MONTE ECONOMIC DEVELOPMENT

Feasibility Study

Project Type	Economic Development
Location	El Monte, California
Size	110,000 population
Client	California Community Foundation
Date Completed	April 2011
Services Provided	Economic Analysis, Economic Development Feasibility Study, Strategic Action Plan



The 2010 El Monte General Plan Update (prepared by PlaceWorks) designated two areas to redevelop and intensify as drivers of the local economy: Flair Business Park and the Northwest Industrial Area. The economic development feasibility study analyzed the economic forces and market conditions that could support economic growth and development in these areas. The California Community Foundation funded this project as a part of their 10-year, \$10 million El Monte Community Building Initiative (for which PlaceWorks prepared the strategic plan).

PlaceWorks conducted individual interviews with 15 businesses to explore the benefits and challenges of operating a business in El Monte. We conducted a comprehensive economic analysis using confidential employment data. The analysis also assessed the influences and opportunities that national and regional economic trends portend for El Monte. The economic development feasibility study set the stage for a strategic advisors roundtable—an in-depth workshop with businesses, stakeholders, and economic development service providers; federal, state, and regional agencies; and city officials—to formulate a strategic action plan to jump-start the economic revitalization of the two areas.



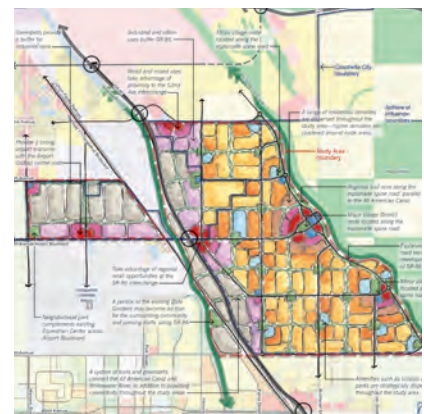
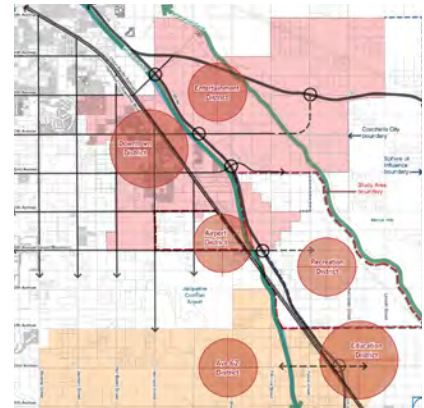
COACHELLA

Planning for Coachella's Future

Project Type	Financial Planning, Economic Development Assessment
Location	Coachella, California
Size	64 square miles
Client	Southern California Association of Governments and City of Coachella
Date Completed	2007
Services Provided	Strategic Framework & Priorities
Awards	2009 SCAG Compass Blueprint Achievement Award in Prosperity

When Coachella expanded its sphere of influence to 32 square miles, it nearly doubled the size of the city. Property owners bought large tracts of land to take advantage of the housing boom and the City, eager for smart and sustainable growth, asked the SCAG, to help provide guidance on planning.

After analyzing development patterns and economic considerations, PlaceWorks recommended objectives for jobs and economic development that addressed buildout population and land use, jobs-housing balance, and transit and economic development. We also urged that the city create a community identity and implement a branding program and signature event.





CORCORAN ECONOMIC DEVELOPMENT

Analysis, Planning, and Action

Project Type	GP Amendment and Economic Development Strategy
Location	Corcoran, California
Size	7.5 square miles
Client	City of Corcoran
Date Completed	January 2014
Services Provided	Economic Analysis, Community Engagement, Visioning, Goal Setting, Strategy Prioritization

Corcoran is connected to the rest of California by a two-lane state highway and is 14 miles from CA-99. It is only the third largest city in the least populous county in the San Joaquin Valley, and because it is not centrally located, it can be too easily overlooked, even in its own county. But Corcoran's residents, businesses, and city government see a brighter future for the community.

PlaceWorks helped the city obtain a \$450,000 Prop 84 grant to fund an update to its general plan, including an economic development element. As part of the economic development work, we assisted the city with community engagement to establish a vision, provided a comprehensive economic analysis, helped the city establish economic development goals and policies for the general plan, and facilitated workshops to develop the action plan for the economic development strategy.

The action plan provides several ways that Corcoran can begin engaging local businesses at a low cost to the city, such as a monthly breakfast meeting with local businesses. The action plan also calls for creating and maintaining an inventory of available sites and buildings. The economic analysis identified the two retail sectors to target for business attraction. The strategy recommends the city collaborate with the small business development center and organizations like SCORE to provide training and mentoring for existing independent businesses and for residents interested in starting a new business. Overall, the strategy focuses on quality of life because the end result of investments in economic development is intended to be enhancement of the community's quality of life.



SAN JOAQUIN DEMOGRAPHIC FORECASTS

Comprehensive Forecasts to Support Regional Planning

Project Type	Comprehensive Socioeconomic Forecasts
Location	San Joaquin Valley, California
Size	8 Counties
Client	Fresno Council of Governments
Date Completed	April 2012
Services Provided	Comprehensive Socioeconomic Forecasts, Valley-Wide Spreadsheet, 8 Individual County Spreadsheet Models

The eight countywide Metropolitan Planning Organizations (MPOs) in the San Joaquin Valley needed comprehensive socioeconomic forecasts to support regional planning, including:

- » Determining the impact of various development densities on the fiscal health of cities and counties
- » Identifying market demand for higher density residential housing projects associated with the San Joaquin Valley Regional Blueprint
- » Establishing a common traffic model being developed for the MPOs
- » Formulating Sustainable Community Strategies required under SB 375
- » Informing the Regional Housing Needs Allocation

PlaceWorks developed spreadsheet forecast models for the entire San Joaquin Valley and for each individual county. Each model provides forecasts for:

- » Number of households
- » Total and household population
- » Housing units
- » Age distribution
- » Housing units by type
- » Average household size
- » Age of head of household
- » Household income
- » Household type
- » Race and ethnicity

One of the key challenges facing long-range demographic forecasts at this time is that the 2010 Census was conducted in the midst of an economic crisis, with record numbers of foreclosures, high unemployment, retrenchment in wages and spending, and depressed household formation. One cannot be certain which demographic characteristics will return to long-term trends and which represent a new normal. To address this problem, PlaceWorks delivered dynamic forecast models: each year, the MPOs can update the spreadsheets as new demographic data are published by state and federal agencies. Over time, the forecasts will overcome the effects of the timing of the 2010 Census.

The most recent projections from the California Department of Finance, with the 2000 Census as a benchmark, suggested that the San Joaquin Valley population would increase by 5.2 million people from 2010 to 2050, growing at an annual rate of 2 percent per year. Using the 2010 Census as a benchmark, PlaceWorks formulated new forecasts indicating a more modest level of growth, which is more consistent with the Valley's past trends: 2.78 million new residents from 2010 to 2050 and an annual growth rate of 1.3 percent.

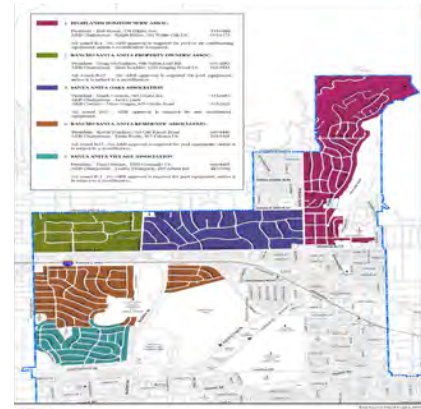




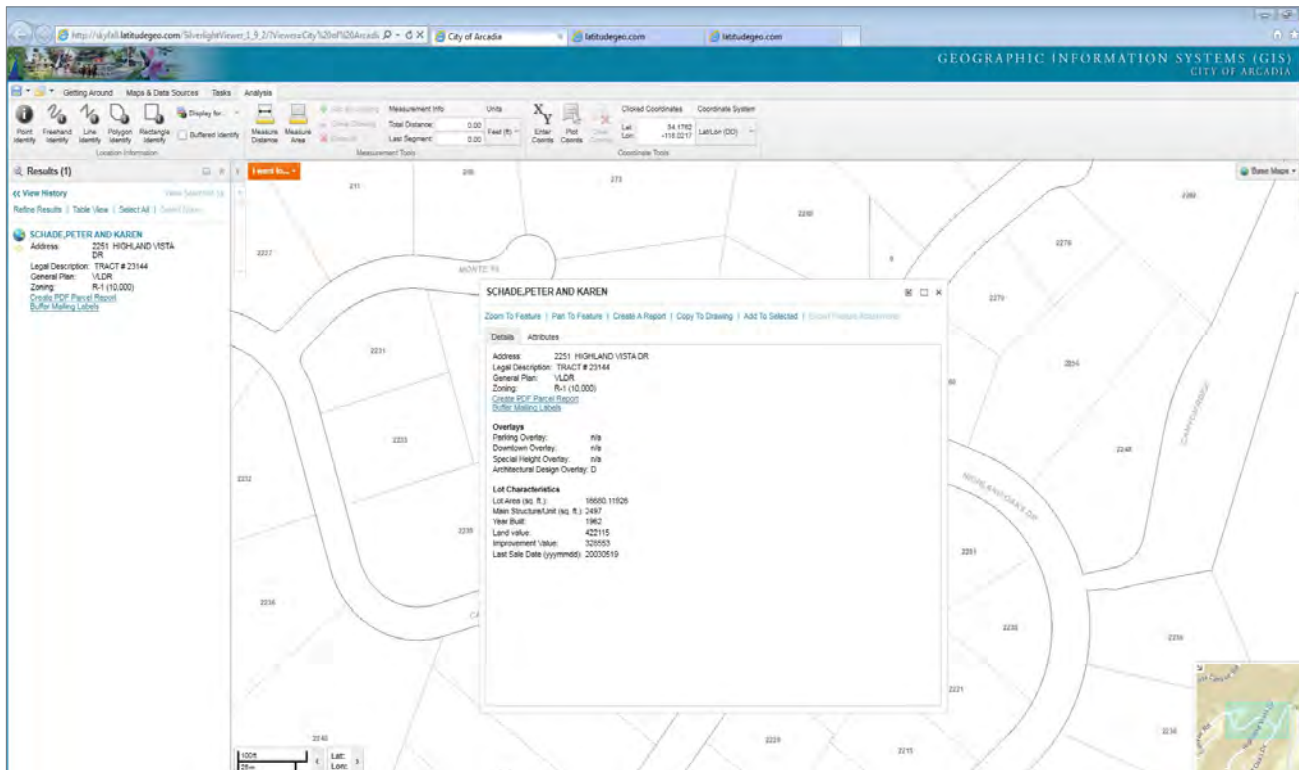
CITY OF ARCADIA GIS SERVICES

On-Call GIS Services and Staff Training

Project Type	GIS Support and Training Services
Location	Arcadia, California
Size	N/A
Client	City of Arcadia
Date Completed	In Progress
Services Provided	On-Call GIS Service, Webmap Development, Mapping, Cartography, Data Management, and Training



The City of Arcadia undertook a program to improve its GIS and develop a more robust and useable GIS tool to be shared by the Departments of Public Works and Community Development. As part of this effort, the city hired PlaceWorks to assist with the ongoing development and management of its GIS, including integrating GIS with other citywide applications. Along with assisting the city with implementation of GIS technologies, PlaceWorks provides on-call GIS services, including data management, map production, data analysis, and staff training.





GUIDE TO PLANNING HEALTHY COMMUNITIES

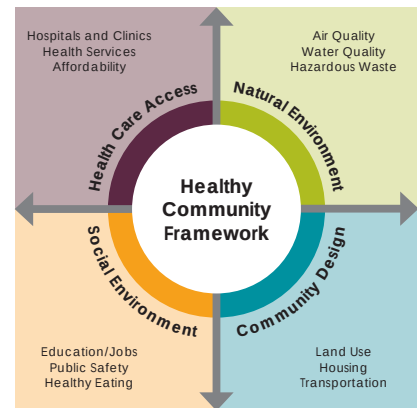
The Latest in a Popular Series of Publications

Project Type	Publication
Project Director	Mark Hoffman
Date Completed	2014
Project Effort	Healthy Communities Research and Development, Publication Preparation
Awards	2014 Award of Excellence in Media, Southern California Public Health Association, 2015 Public Involvement/Education Award of Merit, California Association of Environmental Professionals, 2015 Communications Initiative Award, Inland Empire Section, APA California Chapter

From town halls to the nation's capitol, we have seen a wave of interest in "healthy communities." This trend is due to the health crisis facing most. Research continues to emerge that shows that our health is linked to how communities are designed—homes and neighborhoods, commercial buildings, roadways, and parks. Planners, environmental scientists, and engineers all have a role to play. But where do we begin and who has the time to wade through the sheer volumes of published material?

The Practical Guide to Healthy Communities was written to address that need. We have pooled our knowledge in community design, the environment, healthcare, and other subjects to create a simple, jargon-free guide to healthy communities. This publication is not about neat "prescriptions" that treat all communities in the same way. Rather, the Practical Guide is intended to provide the reader with greater perspective and a flexible lens for applying health concepts depending on a community's context.

The Practical Guide provides a glimpse into the health crisis in America's communities, offers tools to diagnose the health of communities, and synthesizes key research. It also offers principles for creating a healthier community. This publication serves as an essential resource for planners, civic leaders, and stakeholders to understand what it means to become a healthier community and develop context sensitive strategies to create healthy environments where they work, reside, and enjoy their lives.





HEALTHY HIGH DESERT POLICY BRIEFS

Pioneering a Healthy High Desert

Project Type	Environmental Scan and Health Policy Briefs
Location	San Bernardino County, California
Size	300,000 population, 275 square miles
Client	Healthy High Desert
Date Completed	March 2012
Services Provided	Community Health Planning
Awards	2013 Award of Merit, APA California 2013 Advocacy, Social Change, and Diversity Award, APACA Inland Empire Section

The High Desert region of the Inland Empire spans more than 275 square miles of San Bernardino County. The central communities of Adelanto, Apple Valley, Hesperia, and Victorville together encompass a population exceeding 300,000. These communities have long experienced increases in poor health conditions. More than seven of every ten adults are overweight, and mortality rates from heart disease and diabetes are 50 percent higher than Healthy People 2020 goals.

In response, each community established healthy community initiatives as part of the County of San Bernardino Healthy Communities Program. The Healthy High Desert Coalition was also formed to advocate the collective interests of the region. In 2010, PlaceWorks was retained to compile an environmental scan of the region and prepare health policy briefs. The intent was to raise awareness of health conditions in order to inspire policy and program changes.

Using the National Prevention Strategy as the basis, PlaceWorks worked with Healthy High Desert, San Bernardino County Healthy Communities Program, four local hospitals, and other partners to define a paradigm for addressing health:

- » **Environment.** The availability of clean air and water, parks and recreation, and an adequate food environment.
- » **Community Design.** The region's physical form—orientation of land uses, housing, transportation linkages, etc.
- » **Social Factors.** Education of residents, employment and living wage jobs, personal safety, and community cohesion.
- » **Health Care Access.** The availability, affordability, and equitable distribution of services for preventive and medical care.

The policy briefs examined how the region's environment affects current health conditions. They analyzed health indicators and their relationship to the adequacy of parks and open space, food environment, and transportation safety. The policy briefs also included evidence-based recommendations for policy and programs. Since completion of this project, the region has held two widely attended High Desert Health Summits to publicize the findings and generate further interest in improving health in the High Desert.



WRCOG's
Sustainability Framework Plan



WRCOG SUSTAINABILITY FRAMEWORK

Laying the Foundation for a More Sustainable Subregion

Project Type	Regional Planning
Location	Western Riverside County, California
Size	17 jurisdictions, 1.7 million residents
Client	SCAG Compass Blueprint, WRCOG
Date Completed	2013
Services Provided	Sustainability Framework, Committee Facilitation, Policy Guidance
Awards	2013 Best of the Best Award, ULI Orange County/Inland Empire 2013 Compass Blueprint Commendation, SCAG

PlaceWorks helped Western Riverside Council of Governments take the first step in a subregional sustainability planning process with the creation of the Sustainability Framework. With funding provided by the Southern California Association of Government's Compass Blueprint program and in conjunction with the California Air Resources Board, the framework not only accounts for the environmental challenges this area faces but includes factors affecting quality of life.

The subregional Sustainability Framework prioritizes how to approach a new phase of growth and development by creating an integrated and forward-thinking policy strategy. It delineates the game plan for the ensuing sustainability plan and its implementation through detailed goals and action items, as well as benchmarks and indicators to track and measure progress. This unique project required multi-jurisdiction coordination, technical expertise, and a functional, consensus-based policy perspective. Six subcommittees formed the pillars of the Framework. They evaluated economic development, education, health, transportation, water and wastewater, and energy and the environment.

PlaceWorks facilitated subcommittee meetings with key members of the Western Riverside County community and established coalitions and committees in a year-long process to discuss the issues. The document defines the role WRCOG should play in nurturing a sustainable foundation: advocacy, acting regionally, convening a dialogue, and facilitating local action.



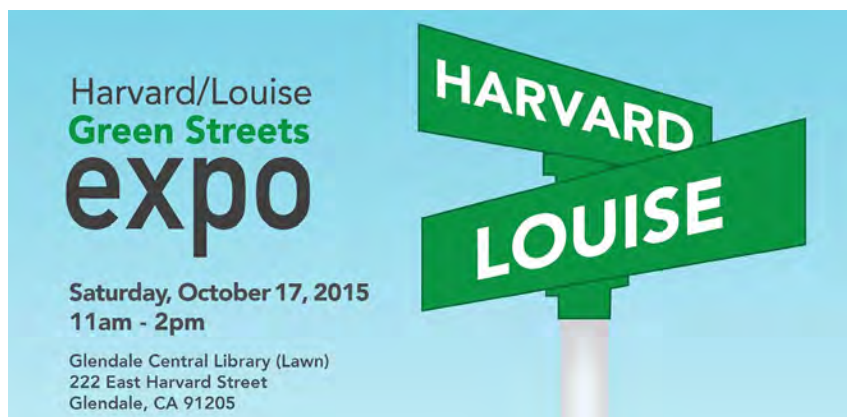


HARVARD-LOUISE GREEN STREETS

Glendale's First Complete and Green Street Project

Project Type	Streetscape Design
Location	Glendale, California
Size	1.1 linear miles
Client	City of Glendale
Date Completed	Funded in Fall 2014, Completed Summer 2017
Services Provided	Grant Writing, Public Works Improvements, Streetscape Policies, Community Outreach
Awards	2017 Project of the Year, American Public Works Association (APWA), Southern California Chapter

The Harvard-Louise Green Streets demonstration project is the city's first complete- and green-streets project, strategically located across from the Glendale Central Library and the "Americana at Brand" mixed-use complex. The project combines multimodal infrastructure improvements with enhancements to water quality and stormwater management. Michael prepared and submitted a grant application through Proposition 84 project grant funds to obtain \$997,900 in funding for the project and coordinated with the city's public works department to provide \$1.9 million dollars in available matching state gas tax funds for the project. The application included an in-person site visit with grant agency representatives, which Michael led prior to receiving the grant award. After obtaining funds, Michael finalized the funding agreement with the State of California Natural Resources Agency, which included approximately \$180,000 in funds for city staff to conduct community outreach and manage the project. Michael also coordinated with public works staff to prepare quarterly reports to the Natural Resources Agency to document project progress, submit billable staff hours, and obtain reimbursements for services rendered on the project. Construction on the project started in mid-2016, and was completed in late summer 2017. The project received an award from the Southern California Chapter of the American Public Works Association for its innovative green and complete street treatments.



This project was led by PlaceWorks' **Michael Nilsson, AICP CTP**, while employed at the City of Glendale.



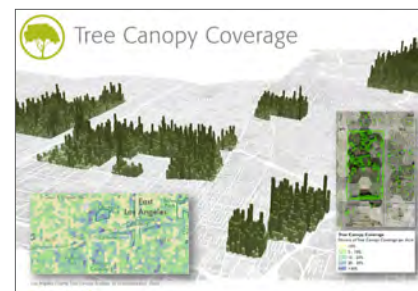
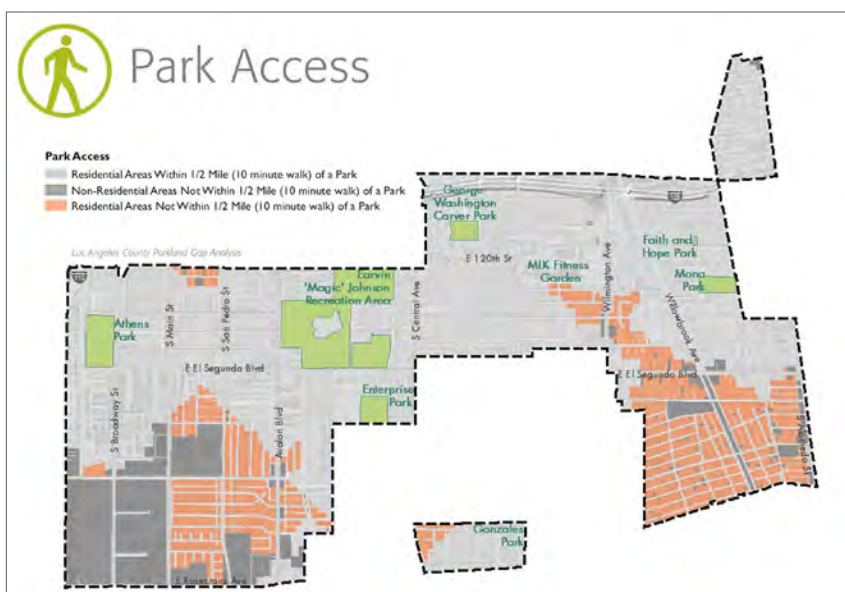
GREENSCORE

Assess the Sustainability of the Built Environment

Project Type	Geographic Information Systems; Healthy Communities
Project Director(s)	Robert Kain, Rob Mazur
Project Effort	Tools and methodologies for measuring and evaluating the sustainability of the built environment. » Provides assessments of diverse topics » Adapts to clients' needs on various project types » Models existing and future conditions and multiple development scenarios

GreenScore is PlaceWorks' approach and methodology for measuring and evaluating the sustainability of the built environment. PlaceWorks uses GreenScore in general plans, specific plans, transit oriented development studies, site planning projects, and environmental impact reports. GreenScore can model existing and future conditions as well as multiple development scenarios. It is also highly adaptable to each project's goals and objectives, the client's needs, and a variety of specific project types.

Based on a set of carefully selected indicators and using a dynamic suite of proprietary GIS-based tools, GreenScore provides a qualitative and quantitative assessment of socioeconomic and environmental factors that help illustrate how the built environment affects sustainability. One of its strengths is the diversity of topics it assesses—from walkability, vehicle miles traveled, and air pollutant emissions, to housing density and affordability, to natural resource preservation.



DESIGN

At PlaceWorks, we keep our minds and ears open to what our clients want, to what's important to the community, and to new ideas that tie it all together. With these foundations, we develop creative design solutions that work for cities, companies, and individual communities.

Our core principles ensure that each design meets our client's needs and our high standards. We believe that design should satisfy both form and function and that every element's purpose is to create a memorable and appropriate experience. We're committed to providing solutions that are environmentally sensitive and people focused.

URBAN PLANNING

- » Transit-Oriented Design
- » Downtown Planning
- » Corridor Planning
- » Infill Design Strategies
- » Parks and Trails Planning
- » Streetscape Design
- » Active Transportation

LANDSCAPE ARCHITECTURE

- » Parks and Trails Planning
- » Streetscape Design
- » Evidence-Based Design
- » Stream and Habitat Restoration
- » Urban Streetscape Design
- » Urban Agriculture and Urban Forestry
- » Stormwater Management Planning

PLAN IMPLEMENTATION

- » Strategic Plans
- » Specific Plans
- » Design Standards and Guidelines
- » Green Development Programs
- » Entitlement Strategies

LARGE-SCALE LAND PLANNING

- » Land Use Programming and Design
- » Grading Studies
- » Site Planning
- » Community Theming and Identity

CREATIVE MEDIA

- » 3D Modeling/Visualization
- » Multimedia Presentations
- » Web-Based Planning Tools
- » Geographic Information System (GIS) Mapping
- » Graphic Design and Packaging
- » Hand-Drawn Illustrations



PLACEWORKS

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Hawadi Master Plan
EMAAR | Saudi Arabia

The Creative City Master Plan
Galileo Investment Group | Phu Yen Province, Vietnam

JianFengLing Master Plan
Hainan Pearl River Holdings Company | Hainan Island, China

Spreewald Resort Specific Plan and Design Guidelines
LEDO International | Lübben, Germany

Mahkota Gading Master Plan
LEDO International | Jakarta, Indonesia

Corona Business Park Site Plan
Castle & Cooke | Corona, CA

Centennial Specific Plan
Centennial Partners, LLC | Los Angeles County, CA

River Ranch Master Plan
Central Green Company | Madera County, CA

Harlan Ranch Master Development Plan
Central Valley EC Group | Clovis, CA

The Preserve Specific Plan
City of Chino, CA

MCAS Tustin Reuse/Specific Plan
City of Tustin, CA / HNTB

City of West Jordan Specific Area Plan
City of West Jordan, UT

Collier Strategic Master Plan
Collier Enterprises | Collier County, FL

MCAS El Toro Reuse Plan
County of Orange, CA

Mirasera Master Plan and Design Guidelines
The Davila Group | Riverside County, CA

Garrett Ranch Specific Plan
The Garrett Group, LLC | Hemet, CA

University Hills Specific Plan
Inland Communities Corporation | San Bernardino, CA

Kennecott Oquirrh Mountains Strategic Master Plan
Kennecott Development Company | Salt Lake and Tooele Counties, UT

Kiley Ranch North Master Plan
Kiley Ranch Communities | Sparks, NV

Traditions Master Plan
Landmark Communities | Lyon County, CA

Villages of Columbus Planning & Entitlement Services
Lennar Communities | Irvine and Tustin, CA



SOUTH BAY GALLERIA MALL RETROFIT

Retro to Metro

Project Type	Urban Design
Location	Redondo Beach, California
Size	30 acres
Client	Forest City Real Estate Services
Date Completed	2015
Services Provided	Site Planning, Urban Design, Public Outreach

Working with Forest City Real Estate Services, PlaceWorks developed conceptual site plans for a mixed-use makeover of the South Bay Galleria, an aging mall in north Redondo Beach. The new plan will push the mall's retail development footprint to more than one million square feet, with indoor and outdoor shopping and dining space and a 150-room boutique hotel. The plan also adds multifamily residential and significant green space and landscaping, including open-air promenades.

PlaceWorks developed site plan alternatives with "transit-oriented" designs since the Galleria is near a planned Metro Green Line stop. Each alternative examined a different configuration of retail, office, hotel, residential, and open space. A key goal of the project was to promote accessibility by other transportation modes than automobiles, and the proposed design addresses a variety of modes. PlaceWorks also participated in public outreach to local residents regarding proposed uses and amenities for the Galleria.



Transit Accessibility Map



South Bay Galleria Mall Land Use Plan

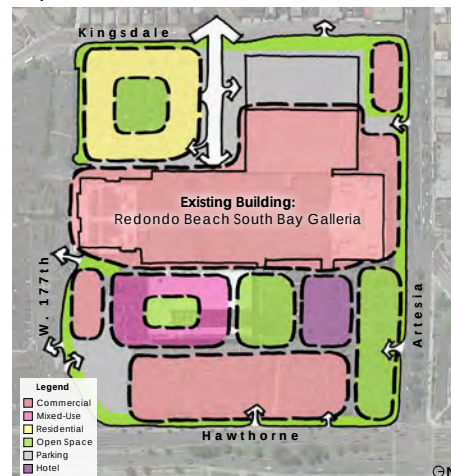
Existing Mall Site Plan



Site Zoning Calculations	
Site Area	1,300,658 SF
Total FAR allowed (1.5)	1,950,987 SF
Commercial Use FAR (1.0 max (0.3 min.))	1,300,658 SF
Residential FAR (0.5 max)	650,329 SF

South Bay Galleria Mall Expansion Plan		
Land Uses	Existing SF	Proposed SF
Commercial/Retail	907,091	1,131,555
Movie Theater	64,010	64,010
Hotel		105,000
Total		1,300,565
Residential (650 units @ 1,000 SF/units)		650,000
Total SF	971,101	1,950,565

Proposed Land Use Plan



Forest City | October 2015 PLACEWORKS



SAVI RANCH LAND USE/MOBILITY VISION PLAN

Ensuring success for the next 30 years and beyond

Project Type	Visioning, Land Use Alternatives, Public Outreach
Location	Yorba Linda, California
Size	190 acres
Client	City of Yorba Linda
Date Completed	April 2015
Services Provided	Visioning, Development Programming, Outreach, Branding, Market Analysis



PlaceWorks assisted the City of Yorba Linda with a visioning effort focused on the future of SAVI Ranch. Over 60% of Yorba Linda's annual sales tax revenue is generated at SAVI Ranch, and the area provides more than 3,000 jobs. The purpose of this effort was to work with property owners and the community to identify opportunities for improvements and changes to better prepare this vital area for the future.



The key question to be answered in the Vision Plan is: What can and should SAVI Ranch be in the future? A well-designed mixed-use environment with additional housing and support services? A premier destination for new employment uses? An intensified retail, dining, and lodging center? We recognized that the answer to this and many other questions was to be influenced by the public engagement process and that the planning process needed to provide a factual foundation for informed public input. As part of this project, PlaceWorks prepared an economic and market demand study and land use capacity analysis to serve as the foundation for making informed recommendations and decisions. The final Vision Poster and Document helped the community, staff, and elected officials to understand the land use, economic, and circulation factors to explore what the future SAVI Ranch can be.





PINNACLE AT UPTOWN ORANGE

Residential Infill

Project Type	Specific Plan and EIR
Location	Orange, California
Size	11.5 acres
Client	BRE Properties, Inc.
Date Completed	Construction Completed in 2008
Services Provided	Public Outreach, Specific Plan Preparation, EIR Preparation

PlaceWorks prepared a specific plan and environmental impact report and conducted public workshops for a 460-unit apartment and condominium complex at the former Cinedome site in the City of Orange. This 11.52-acre project had of a mix of units from 550 to 1,050 square feet. The complex included outdoor recreational uses, a clubhouse with management offices, an activity room with a fully equipped kitchen, a business center with computer workstations, a fitness center, and a media room/theater.

Units on the western half of the complex wrapped around an interior 4.5-level parking structure. Units on the eastern portion of the property are walk-up units with parking around the site perimeter. The buildings surrounding the parking structure are four stories in height and the walk-up townhomes are three stories.

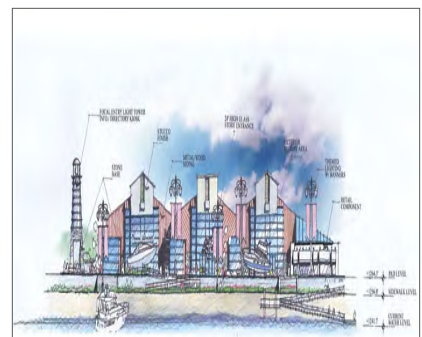
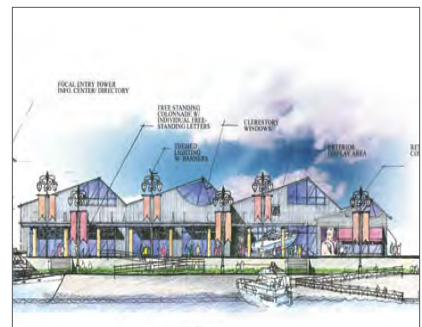
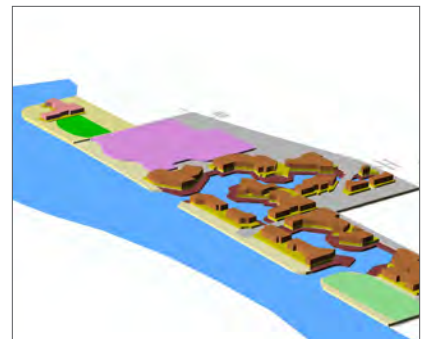


THE MARINA AT WATERSEDGE

Lake Elsinore's New Destination for Entertainment

Project Type	Specific Plan
Location	Lake Elsinore, California
Size	76 acres
Client	WatersEdge
Date Completed	Submitted 2008; ongoing
Services Provided	Visioning, Programming, Land Planning, Specific Plan Preparation, General Plan Amendment, Specific Plan Amendment

The Marina Specific Plan for WatersEdge is an approximately 76-acre marina and residential development located in the City of Lake Elsinore on the eastern boundary of the lake near the mouth of the San Jacinto Channel. Lake Elsinore is the largest natural lake in Southern California (3,000 surface acres) and its close proximity to the metropolitan region and the coastal beach communities, makes it a desirable location to retreat and recreate. The project proposes approximately 89,600 square feet of retail shopping and restaurants; 50,000 square feet of personal recreational vehicle, watercraft, and marine dealers; 54,600 square feet of second-story and third-story office loft space or residential loft space (with a maximum of 54 units within the 54,600 square feet of loft space) above ground-floor commercial uses; a 150-unit hotel, a viewing area with a public beach; and approximately 300 boat slips in a demonstration and pleasure-craft marina. PlaceWorks was involved early-on in the visioning, programming, and the conceptual land planning of the marina. Along with preparing a specific plan for the marina development, PlaceWorks was also involved with processing the general plan amendment and specific plan amendment to the WatersEdge Specific Plan.





FULLERTON CORE AND CORRIDORS

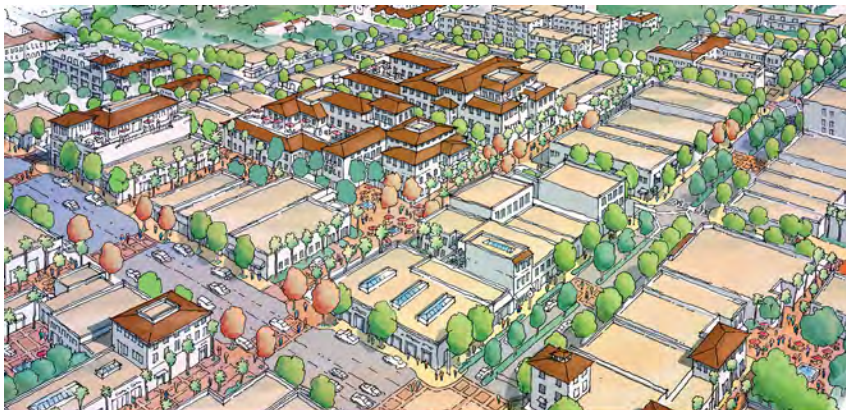
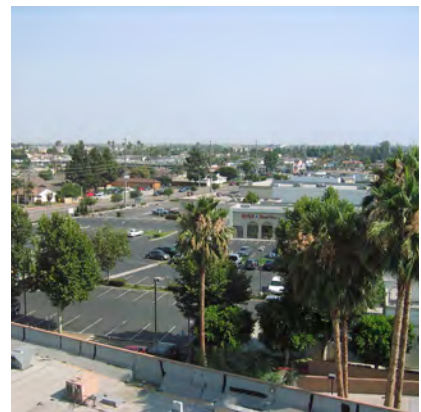
A Redesigned, Revitalized Specific Plan

Project Type	Specific Plan
Location	Fullerton, California
Size	1,264.3 acres
Client	City of Fullerton
Date Completed	March 2016
Services Provided	Planning, Urban Design, Form-Based Code, Graphic Design

The City of Fullerton engaged PlaceWorks to revamp the Downtown Core and Corridors Specific Plan into a more usable and attractive document. PlaceWorks streamlined the plan with a more logical structure, enhanced maps and graphics, and reconciled information for consistency. For example, we consolidated excess text into simplified tables and created or revised graphics to improve legibility and better illustrate information.

PlaceWorks developed context-specific urban form standards to supplement the plan's development standards. We worked with the city to identify urban forms, such as building types and frontages, that support the character of each district in the project area. PlaceWorks also refined parking standards for particular uses and/or districts, based in part on current parking supply and projected parking demand. Finally, PlaceWorks coordinated with the city to ensure that none of the changes or additions affected CEQA clearance.

The revised document is easier to navigate and understand, providing comprehensive guidance for future development to planners, decision makers, developers, and the general public.



CITY OF FULLERTON
DOWNTOWN CORE AND CORRIDORS SPECIFIC PLAN



HARMONY MASTER PLAN

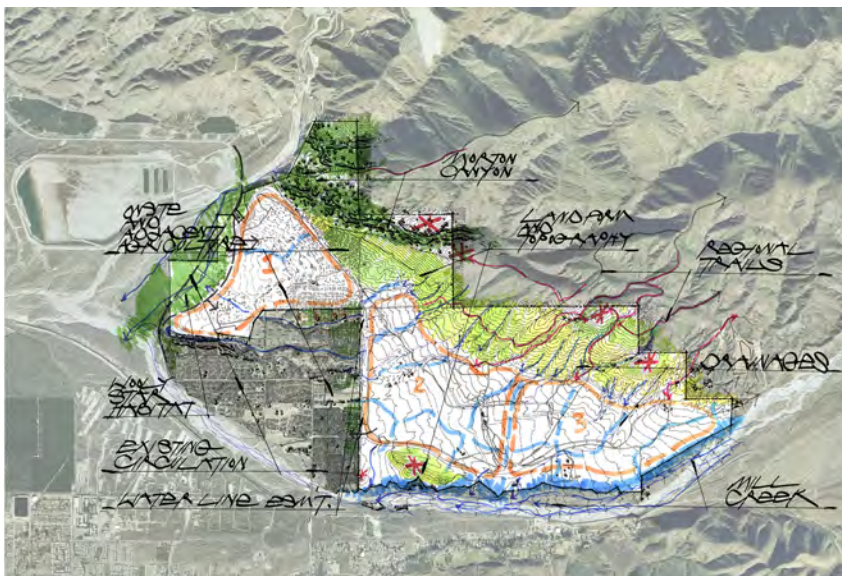
A Community Concert

Project Type	Master Planned Community
Location	Highland, California
Size	1,650 acres
Client	City of Highland
Date Completed	Ongoing
Services Provided	Site Planning, Grading and Landscape Planning, Development Capacity Analyses, Visioning, Programming, Land Planning, Community Design, Development Standards, Branding

PlaceWorks is in the process of developing a master plan for Harmony on the eastern edge of the City of Highland. This former orange grove site, also known as Greenspot, represents the greatest development potential in the city. PlaceWorks has prepared grading concepts, conceptual land use plans, and a land capacity analysis to inform the various next steps in the master planning process.

Harmony is envisioned to accommodate clusters of development to establish unique enclaves and leave intact the majority of the natural topography. The project is expected to provide a range of residential product types and densities, neighborhood commercial uses, private and public recreation facilities, and a school. The community will be connected through a system of pedestrian paseos. The vision and master plan for Harmony will provide links to the site's agricultural heritage and the surrounding natural beauty.

The project is in progress and the images are conceptual.





DOWNTOWN BAKERSFIELD VISIONING

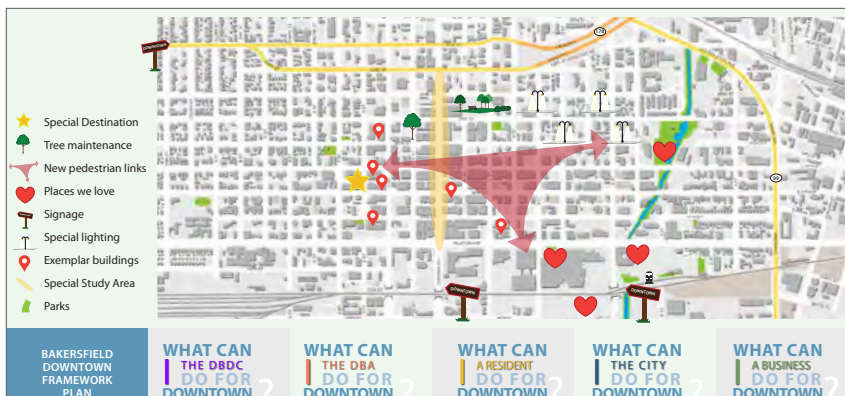
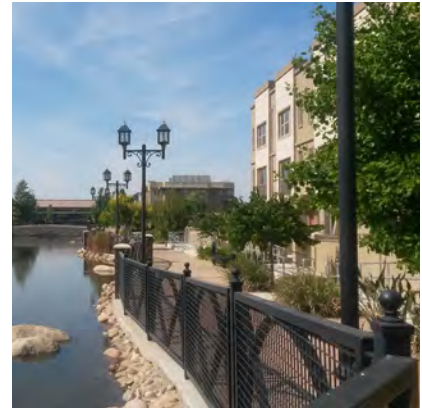
Revitalization through Community Engagement

Project Type	Urban Design
Location	Bakersfield, California
Size	1.7 square miles
Client	Downtown Bakersfield Development Corporation
Date Completed	2016
Services Provided	Downtown Revitalization, Community Outreach and Participation, Visioning, Design

The Downtown Bakersfield Development Corporation (the nonprofit arm of the Bakersfield Downtown Business Association) hired PlaceWorks to lead a series of visioning workshops, which engaged local residents, business owners, and government officials to regenerate historic downtown Bakersfield in small steps. Over 200 residents, business owners, and government officials were asked to point out areas of concern on a large aerial photograph of downtown. This simple but effective method clarified the main issues and areas of concern. After visiting these areas, PlaceWorks drafted ideas to take back to the stakeholders.

The first workshop produced a design to transform a central, underutilized alley into an outdoor hub of restaurants and gathering spaces. A number of donors volunteered to jump-start the project, and the first phase was completed within only a month of the workshop.

Subsequent workshops identified downtown themes that were used to create a series of action plans for community members. PlaceWorks led workshops at two different venues in order to target different stakeholder groups, then created drawings to illustrate participants' ideas. These ideas became themes that were written into action plans and were the focus of future workshops, where each theme was detailed and drafted in conjunction with implementation plans.





COLLEGETOWN SPECIFIC PLAN AND EIR

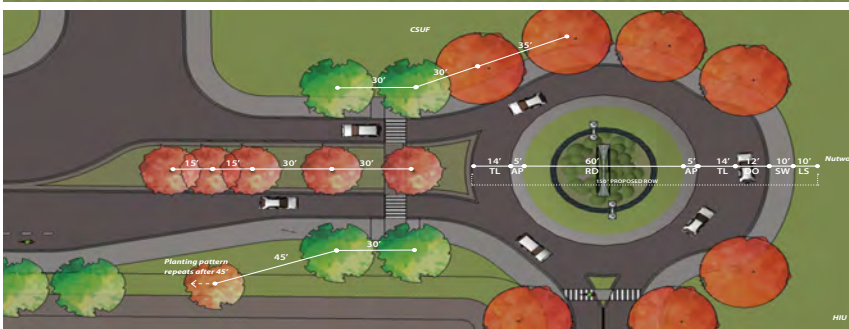
Community and Environmental Planning

Project Type	Specific Plan/Form-Based Code/Public Outreach/EIR
Location	Fullerton, California
Size	91.3 acres
Client	City of Fullerton Redevelopment Agency
Date Completed	March 2014
Services Provided	Visioning, Development Programming, Outreach, Branding, Regulatory Plan, Landscape Architecture, Transit Planning, Market Analysis, PBID Feasibility Study



PlaceWorks led a town and gown partnership between the City of Fullerton, CSU Fullerton, and Hope International University (HIU) in a long-range visioning and strategic planning effort for a 91.3-acre area just south of the main CSU campus. Following completion of the CollegeTown Vision, the partners initiated the preparation of a specific plan for the area to address the unique issues associated with integrating academic activities and uses with the broader community.

The CollegeTown Specific Plan included extensive public outreach through individual meetings, public workshops, online social media tools, and a customized, virtual town hall. The diversity and variety of outreach methods engaged students at CSUF, HIU, and other nearby colleges (College of Optometry, Fullerton College, Western Law School) as well as the surrounding residents and businesses. The virtual town hall website facilitated public input while providing real-time updates on the various stages of the specific plan process.





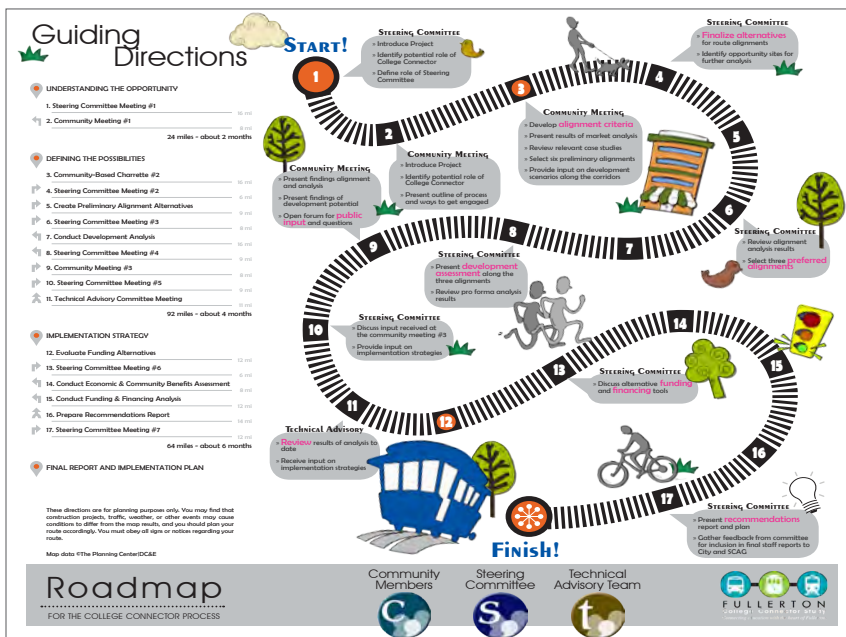
FULLERTON COLLEGE CONNECTOR STUDY

Connecting Education to the Heart of Fullerton

Project Type	Streetcar/Trolley Feasibility Study
Location	Fullerton, California
Size	5 square miles
Client	Southern California Association of Governments and the City of Fullerton
Date Completed	February 2014
Services Provided	Land Use Analysis, Market Analysis, Economic Development Strategy, Outreach, Visioning, Sustainable Transit Planning, Development Planning, Urban Design



PlaceWorks and the City of Fullerton created a public transit system connecting the university area with the Fullerton Metrolink station and downtown. This system was intended to encourage private investment, accommodate population growth, maximize sustainable operations, and enhance the city's quality of life. The Fullerton College Connector Study identified various transit routes and selected the best route based on physical and financial feasibility, potential ridership, applicable transit technologies, and public input. New development opportunities and financing/funding strategies were explored to support the potential connector and future growth along the transit corridor. A major component of the project was extensive public outreach using community workshops, social media, and a dedicated project website. Our involvement in both the Fullerton College Connector Study and the CollegeTown Specific Plan enabled us to better provide the city with creative strategies appropriate to its unique context.



Levels of Agreement

☐	5	I strongly support this recommendation. + I am enthusiastic about the recommendation and I am confident that it expresses the best wisdom of the group.
☐	4	I support this recommendation. + I support this recommendation, and I think it is the best choice of the options available to us.
☐	3	This recommendation is okay. + I may not be especially enthusiastic about it, but I can accept the recommendation and feel the process has been fair and inclusive.
☐	2	I do not agree with this recommendation. + I am uncomfortable with this recommendation, but I can live with it.
☐	1	I dislike this recommendation. + I do not like this recommendation, but I am willing to defer to the wisdom of the group and promise not to sabotage it.
☐	0	I cannot support this recommendation. + I will not support this recommendation for reasons that I have stated to the group.



DOWNTOWN URBAN DESIGN PLAN

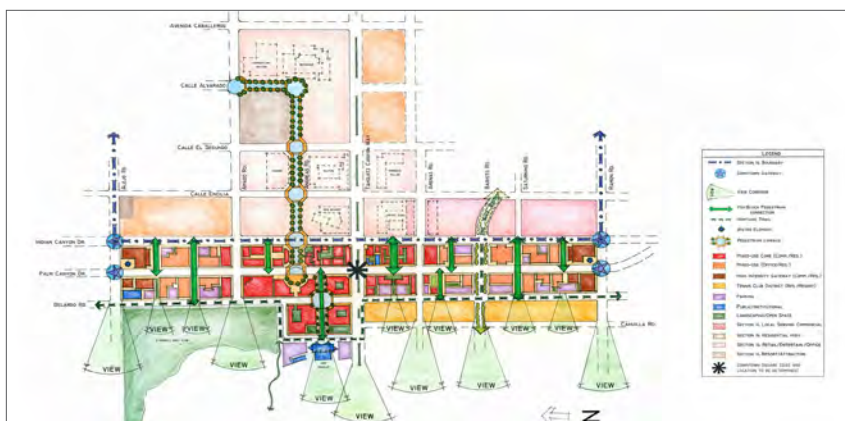
Preserving a Cultural Oasis

Project Type	Urban Design Guidelines
Location	Palm Springs, California
Size	95 square miles
Client	City of Palm Springs
Date Completed	2007
Services Provided	Visioning, Community Design, Public Outreach and Advisory Committee
Awards	2006 APACA IE Outstanding Planning: Focused Issue 2006 CDA: Crystal Eagle Achievement Award in Planning

During the general plan update, a number of new, large-scale development projects were proposed in downtown Palm Springs. Unmanaged development of projects along prominent Palm Canyon Drive would dramatically affect the life, character, and vitality of downtown. To ensure continuity between future projects and the existing built environment, the city wanted a set of comprehensive downtown design guidelines. The Downtown Urban Design Plan was fast-tracked before the adoption of the city's general plan to ensure that the city had the appropriate tools to respond to increasing development pressures.

The Downtown Urban Design Plan is a proactive and conscientious strategy to protect and enhance the quality of development in the heart of Palm Springs. The plan addresses and responds to the downtown's changing physical, economic, and social environments. It was created through the valuable input of the community and a specially developed task force that was charged with reviewing the content and setting direction for future development—including locations where building heights could exceed the city's two-story limit.

The design guidelines mapped out and classified land use and development districts—the downtown central core, mixed-use gateway, and mixed-use transition zone. The plan describes how each area should function to achieve the desired mix of vitality and activity in the heart of downtown.





DANA POINT RESIDENTIAL DESIGN GUIDE

Technology in Planning

Project Type	Design Guidelines
Location	Dana Point, California
Size	29.4 square miles
Client	City of Dana Point
Date Completed	2005
Services Provided	Design Guidelines, Creative Media
Awards	2005 Award for Outstanding Planning: Innovative Use of Technology, APACA Orange Section

The exploding use of technology in the field of planning—originally for the benefit of practitioners—increasingly involves the general public. In the City of Dana Point, city staff and decision makers lacked clear and comprehensive design guidelines for residential development. Although essentially built out, Dana Point wished to see the existing character and quality of its neighborhoods maintained as homes were redeveloped in order to avert the mansionization that often plagues established communities with high land values. The city needed a way to present hundreds of photos of their existing neighborhoods alongside sketches and design guidelines in a format that was both clear and accessible. Rather than providing the photos and sketches on boards or in a large, text-intensive document, the city wanted a Residential Design Guide to be viewed electronically as a Microsoft PowerPoint presentation. This interactive Guide provides information and guidance on character and design priorities, communities, and neighborhoods through links to maps, photos, and sketches.

Going a step further from traditional PowerPoint presentations, the Guide is organized around five sections and is used as a reference book rather than a presentation. An introduction familiarizes the user with the Guide's purpose, structure, and content. The "Goals/Policies" section demonstrates the connection with the general plan and the policy foundation for the Guide's design principles. "Design Principles" describes 10 fundamental design principles and provides photographic and abstract illustrations for each. These principles are applied citywide for all residential development.

The application of these principles does not mean, however, that Dana Point is looking to form a homogenous residential character. The city thrives because of the unique character of its communities and neighborhoods. Accordingly, "Communities" explores the existing conditions and character of residential design in each neighborhood and applies the 10 principles to provide guidance for future development and redevelopment. Finally, "Resources" includes a glossary and links to the General Plan, Zoning, and specific plans.

The Residential Design Guide provides an electronic tour, linking policy to specific places and images. It reflects the desire to make planning and design policies accessible and understandable to better preserve and improve the quality of development in Dana Point's neighborhoods.





TUSTIN LEGACY SPECIFIC PLAN AND SEIR

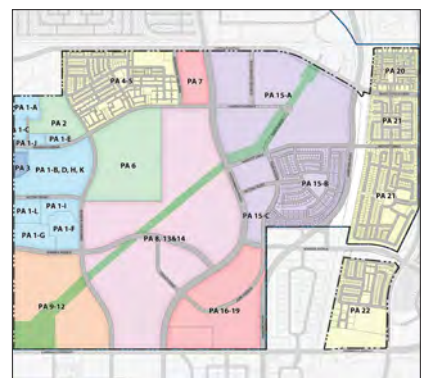
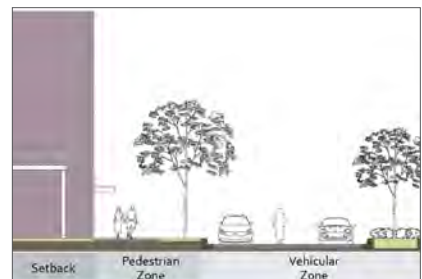
Re-visioning Infill Development Opportunities

Project Type	Re-Visioning, Specific Plan Amendment, and Supplemental EIR
Location	Tustin, California
Size	1,600 acres
Client	City of Tustin
Date Completed	July 2017
Services Provided	Visioning; Base Map (CAD); Economic/Market Analysis; Specific Plan and Hybrid Form-Based Code; Supplemental EIR; Park Charrette; Streetscape (Sections and Landscape Palette)

Former Marine Corps Air Station (MCAS) Tustin, an area now known as Tustin Legacy, is one of the largest infill development opportunity sites in Orange County. PlaceWorks (formerly The Planning Center) completed the original MCAS Tustin Specific Plan in 1999, and in 2013, the City of Tustin decided to take a fresh look at the remaining undeveloped parcels in this area. The re-visioning process focused on a linear park and entertainment uses connecting two of the nation's largest wooden structures—5-acre blimp hangars—to a nearby Metrolink Station and surrounding and future development.

The amended Specific Plan provides quality development standards and guidelines that protect investment yet are flexible for changing market conditions. The amended plan focuses on new zoning for key planning areas that total 870 acres of vacant/underutilized land. A new urban design guidelines section provides guidance for the layout of blocks, site design, architectural character, outdoor spaces, landscaping, and views. Drawing from existing architectural elements and building form, the plan incorporates a hybrid development code, using form-based elements to prescribe a desired result.

PlaceWorks also completed the supplemental environmental impact report (SEIR) for the specific plan amendment. The original specific plan and 2001 DEIS/EIR established a nonresidential land use trip budget to manage the forecast vehicular trips. This budget was carefully maintained in the SEIR by reallocating trips between planning areas as needed to ensure the specific plan amendment would not impact the overall trip budget.





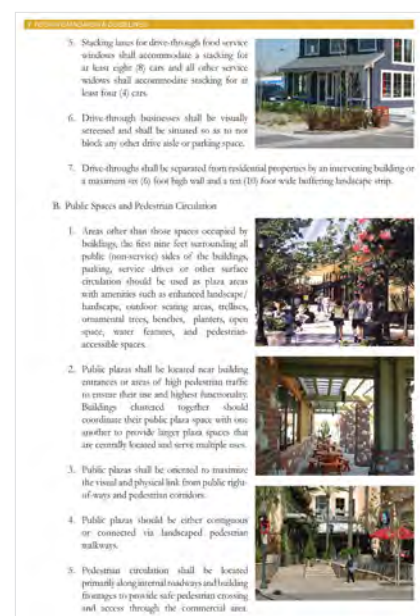
THE BOULEVARDS AT SOUTHBAY

Recycling and Reclaiming Urban Land

Project Type	Specific Plan
Location	Carson, California
Size	168 acres
Client	LNR Property Corporation- Commercial Property Group
Date Completed	April 2011
Services Provided	Specific Plan Preparation, Specific Plan Amendment

The Boulevards at Southbay, formerly called the Carson Marketplace, is a prime example of what can be done in the effort to recycle and reclaim urban land. What was once a landfill and a blight on the neighboring community now has the opportunity to become a shining example of civic pride and environmental technology with the construction of a mixed-use community of residential, retail, commercial, and hospitality. The Carson Marketplace Specific Plan provides for a mix of approximately 2 million square feet of commercial, a 300-room hotel, and up to 1,550 residential units. This mix of high-density housing, entertainment, and retail uses will bring residents and tax generation back to a site that never could have imagined such a bright future.

The Carson Marketplace Specific Plan also incorporates an Equivalency Program that would allow the composition of onsite development to respond to the future needs and demands of the Southern California economy and changes in project requirements. The Land Use Equivalency Program provides a framework within which permitted land uses can be exchanged for certain other permitted land uses so long as the impact thresholds identified in the EIR are not exceeded.





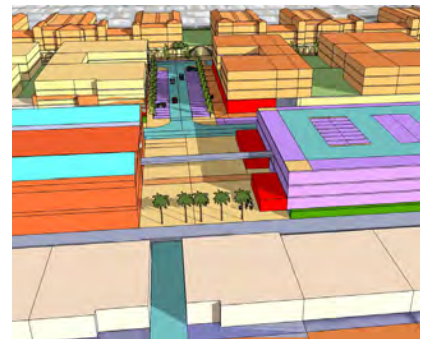
LITTLE SAIGON

Moran and Weststate Streets

Project Type	Strategic Plan, Public Outreach, Education
Location	Westminster, California
Size	30 acres
Client	City of Westminster
Date Completed	2008
Services Provided	Visioning, Design Charrettes, Site Planning, 3D Visual Analysis, Form-Based Code
Awards	2008 Outstanding Planning, Advocacy, Social Change and Diversity, APA California; 2008 Outstanding Planning for Education, APACA Orange Section

Little Saigon is a dynamic cultural district with the most concentrated population of Vietnamese residents and business owners in the country. It is important in the community and region as a landmark place, a unique cultural enclave, and a tourist destination. Property owners along Moran and Weststate Streets in the heart of Little Saigon approached the city about converting existing industrial uses to commercial/retail uses. Recognizing the benefits of a comprehensive planning study, the city retained PlaceWorks to help facilitate the discussion. In dialogue with city staff, property owners, residents, customers, visitors, and neighbors of the area, we developed a workbook analyzing different land use scenarios and their possible impacts to parking, traffic, and pedestrians. This workbook was used to communicate with stakeholders and gain feedback on the most effective and desired mix of uses for the area.

The workbook was the primary outreach tool used in one-on-one meetings with property owners and in community workshops. It was used to convey planning concepts and land use scenarios and was instrumental in actively engaging the public in an open dialogue about the redevelopment of the area. The workbook was a particularly powerful visual tool because many planning terms cannot be directly translated into Vietnamese. The concepts illustrated were further refined by the feedback received and were the foundation for the Specific Plan, which was adopted in April 2012.





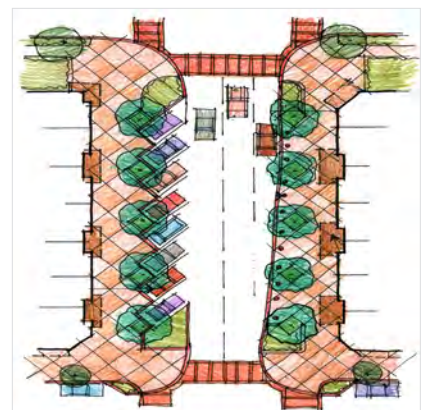
RENAISSANCE PLAZA

New Life for an Important Corridor

Project Type	Corridor Redevelopment / Specific Plan / MND
Location	Stanton, California
Size	15 acres
Client	City of Stanton
Date Completed	Adopted 2005
Services Provided	Site Planning, Specific Plan Preparation, Environmental Analysis
Awards	2005 APACA Orange Section Outstanding Planning: Planning Implementation—Small Jurisdiction

An underutilized and aging strip mall along Beach Boulevard, the former Stanton Plaza had several constraints to redevelopment: fragmented into multiple parcels/ownerships, unwilling sellers that required use of eminent domain before the necessary lot consolidation, and rapidly changing market conditions.

The specific plan allowed for a wide range and mix of uses on the 15-acre site—commercial development at the most visible corner of the site, live-work units adjacent to commercial, and higher density residential. Design guidelines ensured a consistent architectural and landscaping scheme. An internal Main Street created a gathering place for the community, minimized vehicular trips generated by the project, and created an active pedestrian environment. PlaceWorks also prepared the specific plan's mitigated negative declaration. Finally, the plan included a streamlined approval process to “reward” applicants whose projects were in alignment with the city's vision for Renaissance Plaza.





VILLAGES OF COLUMBUS

Three Unique Infill Residential Neighborhoods

Project Type	Base Reuse / Infill
Location	Tustin and Irvine, California
Size	200 acres
Client	Lennar Communities
Date Completed	2005; constructed
Services Provided	Visioning, Programming, Conceptual Planning, Affordable Housing and Density Bonus Implementation Program, Entitlements

Marine Corps Air Station, Tustin, was closed by the Department of the Navy in 1996. A specific plan/reuse plan, prepared by PlaceWorks, was adopted by the cities of Tustin and Irvine to guide future redevelopment of the 1,600-acre base property. In 2002, the Navy auctioned most of the existing military housing through an internet bidding process. Lennar Communities and William Lyon Homes together acquired all three parcels. Given our knowledge and history with planning for the base, we were hired to be part of the master-developer team. PlaceWorks was the lead consultant working with the cities and a team of architects, landscape architects, and engineers to develop the project vision and conceptual site plans, meet affordable housing criteria, implement requirements of the specific plan, and process necessary entitlements through Tustin and Irvine.

The Villages of Columbus incorporates over 200 affordable housing units, ranging from transitional units operated by Jamboree Housing and other providers to for-sale very low and low income units. Affordable housing is distributed proportionately throughout the project and cannot be distinguished from market-rate housing. PlaceWorks led the implementation program for affordable housing, including the density bonus application and approvals. We were responsible for overall team coordination, tracking schedules, city staff interface, compliance with city standards and requirements, entitlement submittals, and monitoring conditions of approval.



2. Relevant Experience and References

SUBCONSULTANTS

IBI GROUP - TRAFFIC PLANNING/ENGINEERING

IBI Group is a multi-disciplinary consulting organization, offering services since 1974. They are a leading international, multi-disciplinary provider of a broad range of professional services focused on the physical development of cities. Their expertise spans urban design and planning, building and landscape architecture, engineering, advanced transportation management and traffic systems, active transportation planning, communications specializations, and software development. They have organized these services into three streams—Intelligence, Buildings and Infrastructure—to ensure a holistic approach to creating innovative, responsive, and intelligent solutions for their clients in both the public and private sectors. The collaborative nature of their practice allows the firm to effectively address the complexities inherent in the development of sustainable environments.

Since their founding in 1974, IBI Group has grown both organically and through strategic acquisitions. Today they have 73 offices located

around the world, employing more than 2,680 professionals and support staff. More than 300 of their staff architects, planners, designers, and engineers are LEED accredited. IBI Group's approach to any project balances the three pillars of sustainability: the social, environmental, and economic spheres of influence. IBI strives to create projects that communities can be proud of and that benefit the community now and for generations to come.

Within Southern California, IBI Group is well-known for its innovative transportation planning and design practice, which focuses on identifying active and sustainable transportation solutions for a variety of public sector clients and projects. The firm's transportation planning and design capabilities and experience spans a variety of transportation modes, from transit to autos to walking and cycling, allowing their staff to identify and implement tailored solutions to meet the needs of the clients and communities we work for on a day-to-day basis. Award-winning projects that IBI has led or been involved in include the Metro First-Last Mile Strategic Plan, the Agua Caliente Band of Cahuilla Indians Section 14 Complete Streets Plan, the Michigan Avenue Neighborhood Greenway, and the Bringing Back Broadway Streetscape Plan for Downtown Los Angeles.

IBI Group is a multi-disciplinary firm especially qualified to provide a wide range of services. Relating to the Transportation Planning discipline these services include:

- Traffic/Transportation Engineering and Planning
- Active Transportation
- First/Last Mile Planning
- General Plan Update
- TDM/ITS
- Trip-based modeling
- Activity-based modeling
- Bicycle and pedestrian modeling
- Performance measures
- Scenario modeling (multi-faceted)
- Environmental planning and studies
- Traffic Impact Analysis
- Parking Studies and Management Plans



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80+ in SoCal

IBI Group – Irvine

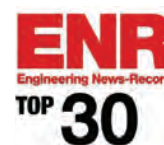
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Email bdelo@ibigroup.com



WORLD ARCHITECT

NO. 1
URBAN DESIGN
FIRM

NO. 6
LARGEST
ARCHITECTURAL
PRACTICE





Why IBI Group?

Many firms can offer similar traffic and parking management analysis and solutions, but most only scratch the surface in the integration of both into the urban landscape. IBI Group is a global team of dedicated and experienced architects, engineers, planners, designers, and

technology professionals who share a common desire – to help our clients create livable, sustainable, and advanced urban environments. From high-rises to industrial buildings, schools to state-of-the-art hospitals, transit stations to highways, airports to toll systems, bike lanes to parks, we design every aspect of truly integrated cities. Our collaborative approach focuses on future-forward solutions. We're bridging the gap between design and technology, unlocking new potential in data-driven environments. We believe in cities built upon intelligent systems, sustainable buildings, efficient infrastructure, and the human touch.

IBI Group's expertise related to this pursuit, coined Mobility+, is a center of excellence that taps into new technologies and community intelligence to design choice and convenience into the urban journey, enabling a connected future for cities and their residents. Our integrated design process is crucial to sustainability because the issues pertaining to sustainability aren't confined to one discipline – sustainable development requires people who can come up with comprehensive strategies, who can identify all aspects and ramifications of a project and be aware of all the elements that enhance sustainability and smart growth. And that's what our people provide, by practicing their individual specialties in a team environment where all of our core disciplines work as an organic whole.

We can design the experience, engineer the journey, and enable a connected future. We are leading the way in a new mobile ecosystem that is changing how we interact with, and move throughout our cities. This knowledge allows us to view parking and mobility from a unique lens, affording us the ability to balance community needs with new technologies.

More and more we are leveraging our partnerships with ridesharing services, coupled with our research on connected and autonomous vehicles, to offer forward-thinking solutions related to parking and mobility for a diverse set of clients. In the ever-changing transportation climate, we can extract trip data and extrapolate the effect and influence of technology and alternative modes of transportation. IBI has a Connected and Autonomous Vehicles Working Group comprised of over 40 professionals from 12 offices across 3 countries, and is a growing practice dedicated to guiding municipalities on how to plan, prepare, and benefit from innovative autonomous technologies.

Experience and Qualifications



Santa Ana Circulation Element Update

+ Project Information

Location

Santa Ana, California

Client

City of Santa Ana

Client Contact Information

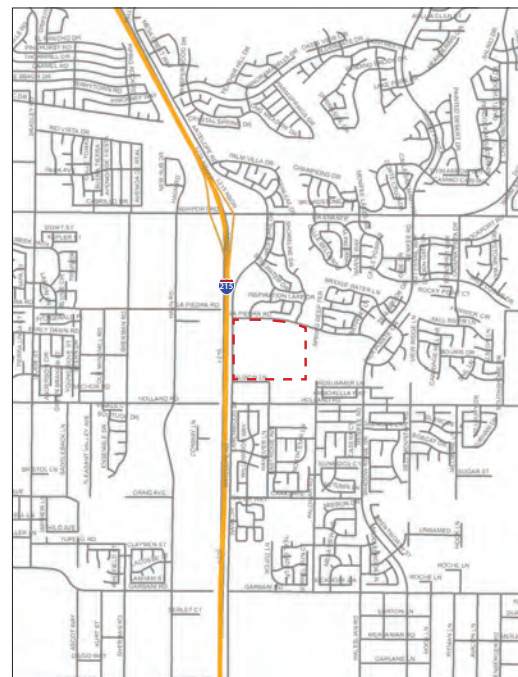
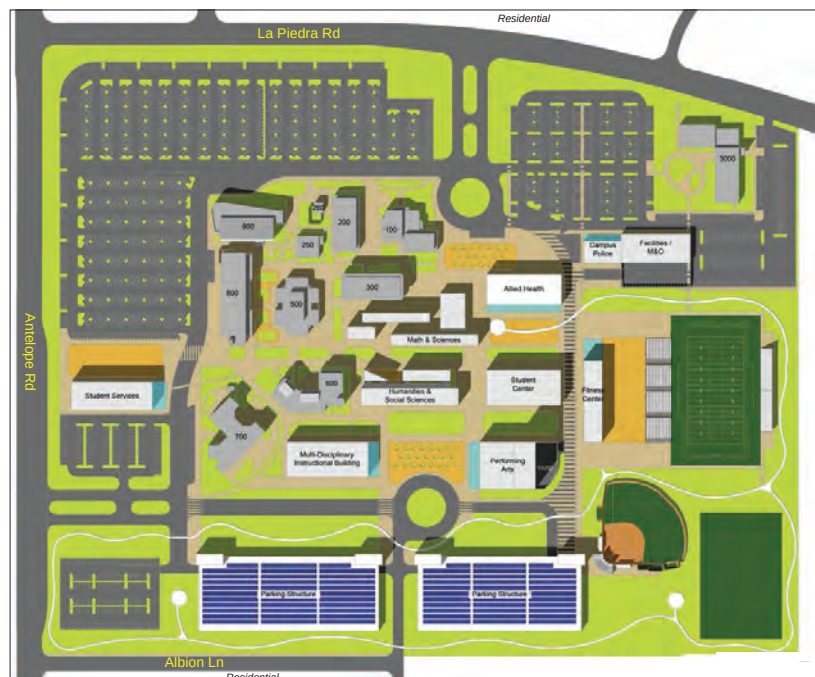
Melanie McCann, Project Manager
City of Santa Ana
20 Civic Center Plaza, M-20
Santa Ana, CA 92701
(714) 667-2746
mmccann@santa-ana.org

IBI Group is leading the effort to update the City of Santa Ana General Plan Circulation Element. As part of this project, IBI Group is performing the following tasks: establishing Circulation Element goals, objectives, and policies; evaluating impacts that traffic growth will have on the circulation within the City and recommending appropriate improvements to mitigate these impacts; updating the objectives and policies for public transit, bicycle, and pedestrian facilities; providing objectives and policies for transportation demand management, intelligent transportation systems, traffic calming measures; and providing modeling and analysis of alternative future network assumptions.

IBI is also preparing the EIR traffic study analyzing over 80 intersections across the City and in other jurisdictions.



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MSJC Meniffee Campus

+ Project Information

Location

Meniffee Valley, California

Client

Mt. San Jacinto Community College District

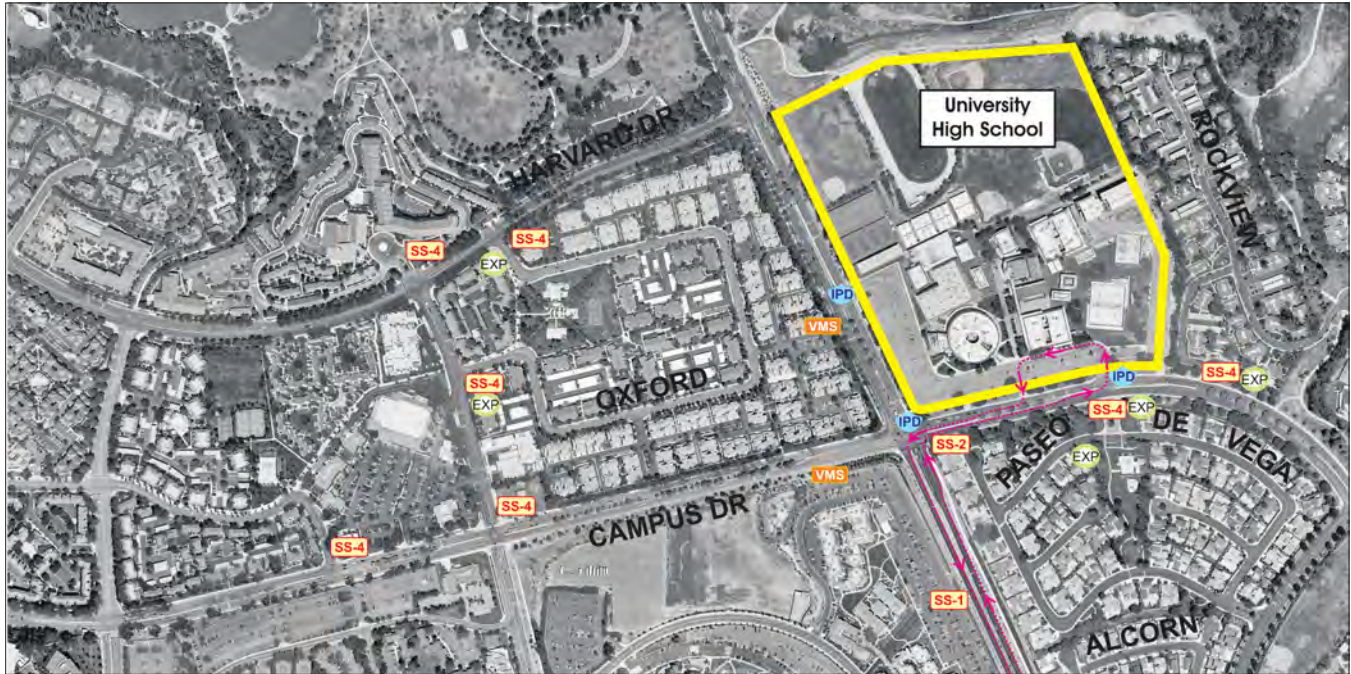
Client Contact Information

Elizabeth Kim
Placeworks
3 Macarthur Place, Suite 1100
Santa Ana, CA 92707
(714)966-9220
ekim@placeworks.com

The purpose of this report was to conduct a traffic analysis in support of an Environmental Impact Report (EIR) for the proposed project at MSJC. The traffic analysis has been prepared to assess the potential circulation impacts associated with the proposed expansion (net full time student equivalent increase) to the existing MSJC campus located on the southwest corner of Antelope Road and La Piedra Road in the City of Meniffee. The project proposes to add approximately 4,398 full time students and would provide improvements that include various buildings, a football stadium and soccer field, and staff, student, and visitor parking facilities. The traffic analysis included evaluation of intersections, roadway segments, and freeway mainline segments under existing, future and build out conditions. IBI provided fair-share calculations for the project's contribution to impacts within the study area and recommended circulation improvements. In accordance with SB 743, IBI also provided a vehicle-miles travelled (VMT) analysis.



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University High Stadium Traffic and Parking Management Plan

+ Project Information

Location

Irvine, California

Client

Irvine Unified School District

Client Contact Information

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Irvine CA 92604
(949) 936-5327
dhamernik@iusd.org

IBI Group conducted the traffic and parking management plan study for the Irvine Unified School District (IUSD), University High School Stadium as follow-up work for the facility currently under construction. As part of the University High School Athletic Facility Improvement project, the IUSD is building a 2,940-seat athletic stadium on the University High School campus. The University High School stadium will serve as a venue for special events such as graduation ceremonies and sports activities. The purpose of the study was to establish a plan to manage the parking supply and flow of traffic associated with stadium events. This stadium traffic and parking management plan was being prepared to satisfy the requirements of a settlement agreed to by IUSD and the City of Irvine. The study provided on- and off-site traffic and parking management plans as well as parking for bus and oversized vehicles.



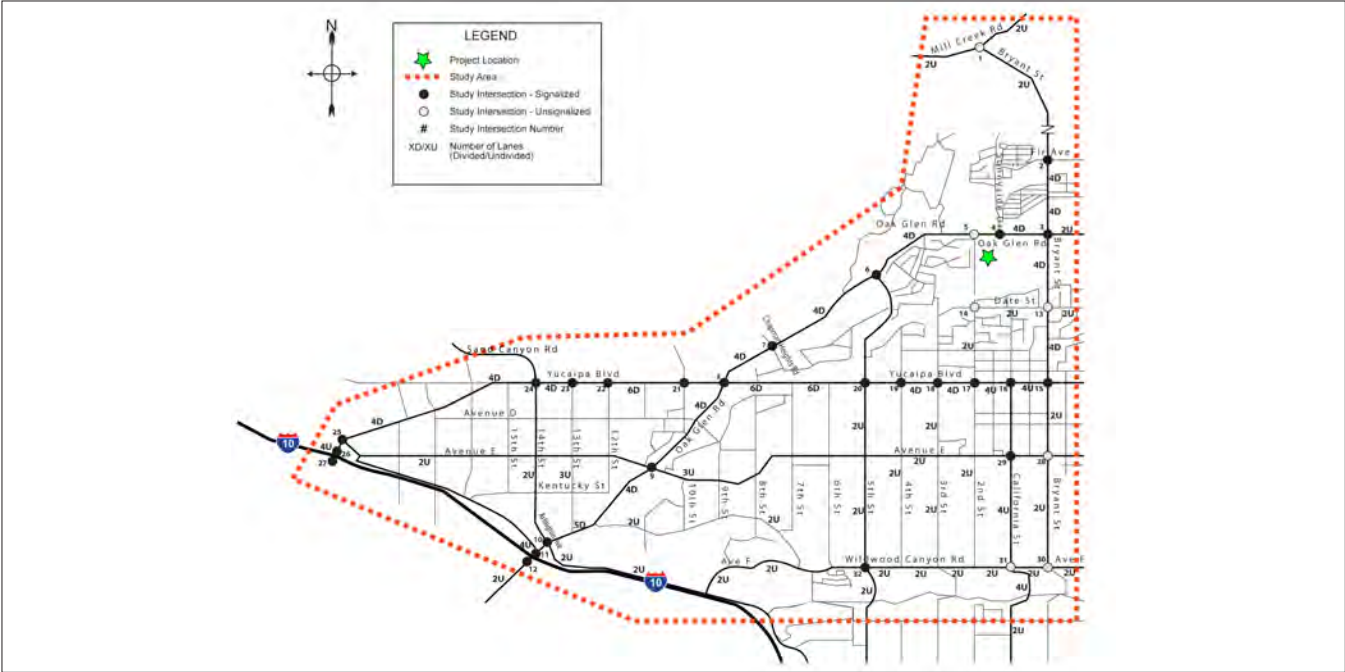
+ **Project Information**

Location
Los Angeles, California

Client
Equity Residential

Contact
Dustin Smith
26880 Aliso Viejo Parkway
Suite 200
Aliso Viejo, CA 92656
(562) 619-4208
dsmith3@egr.com

IBI Group prepared a traffic impact study for this residential apartment tower proposed at the corner of 4th Street and Hill Street in Downtown Los Angeles. The project would be a 33-story residential development with ground floor retail uses. The TIA was prepared by IBI Group, consistent with LADOT standards and guidelines.



Wilson Creek Business Park Specific Plan Traffic Impact Analysis

+

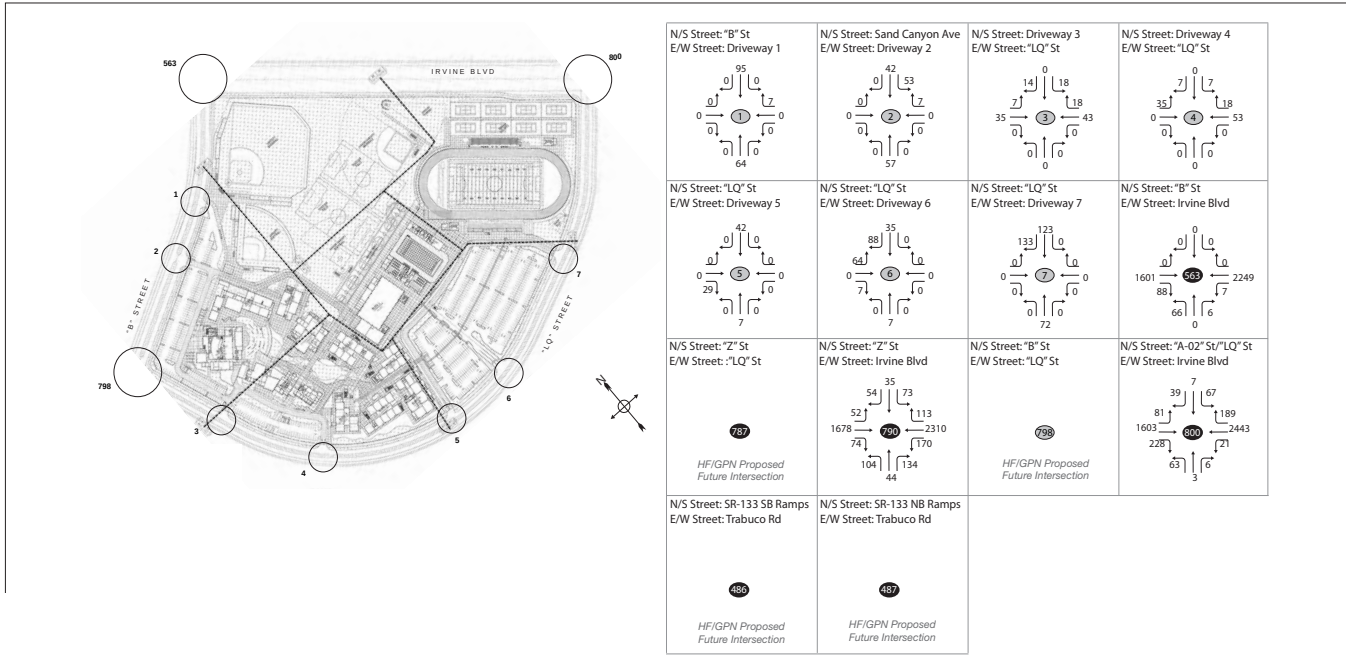
Project Information

Location
Yucaipa, California

Client
The Planning Center

Client Contact Information
JoAnn Hadfield
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707
(714) 966-9220
jhadfield@planningcenter.com

IBI Group conducted a traffic impact analysis in support of an environmental impact report prepared for the Draft Wilson Creek Business Park Specific Plan in Yucaipa, CA. The Specific Plan provides for a mixture of commercial and institutional development, with a strong component of industrial-related use. IBI Group conducted traffic forecasting and post-processing consistent with the San Bernardino Associated Governments' guidelines and prepared trip generation and trip distribution for the proposed project. The traffic impact analysis consisted of 32 study intersections and seven scenarios, which were analyzed using the TRAFFIX software, while roundabout intersections were performed through HCS+, consistent with the Highway Capacity Manual 2010.



IUSD High School #5



Project Information

Location

Irvine, California

Client

Irvine Unified School District/Placeworks

Client Contact Information

Dana Grudem, Facilities Planning
Manager
5050 Barranca Parkway
Irvine, CA 92604
(949) 936-5327
DanaGrudem@iUSD.org

IBI Group led the development of a detailed traffic impact study for the Irvine Unified School District's proposed High School #5. The high school is to be located along Irvine Boulevard near the redeveloping former El Toro Marine Corps Air Base. Proposed to accommodate 2,400 students, the high school will serve most of north and east Irvine and the new neighborhoods proposed in these areas. IBI's analysis incorporated study of over 30 intersections and 20 roadway segments. Traffic conditions were analyzed for the existing, interim, and buildout conditions. Extensive coordination was conducted with the City of Irvine regarding the future traffic forecasts from their ITAM model for the project and adjacent planned residential development. IBI's analysis also included the development of a SimTraffic model for the street surrounding the high school and presentations to the School District Board regarding the study findings and results.



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Los Angeles Civic Center Master Plan

+ Project Information

Location

Los Angeles, California

Client

City of Los Angeles

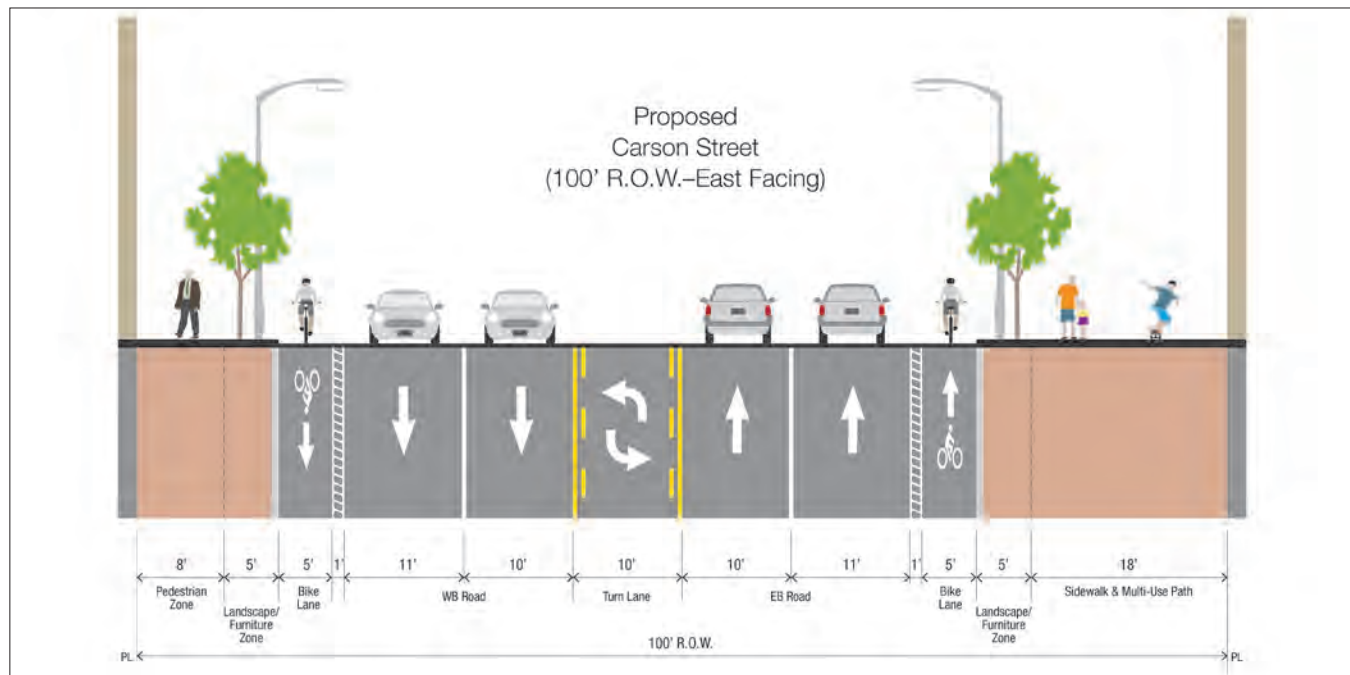
Client Contact Information

Jacqueline (Jaki) Vernon Wagner
Chief Administrative Analyst
Asset Management Group
Office of the CAO
200 N. Main St., Los Angeles, CA 90012
jacqueline.wagner@lacity.org
(213) 473-7583 (work)

IBI Group was retained to prepare a Master Development Plan for the Los Angeles Civic Center and adjacent areas to guide the City's use of its properties for municipal consolidation and other potential private uses including office, retail, and residential. The planning component of the work involved the preparation of land use recommendations for the district; development opportunities for underutilized parcels; urban design enhancements to the attractiveness, sustainability, and efficiency of the area; and highlighted potential opportunities for economic development, enhancement of public open space, and connectivity within the Study Area and between the Study Area and adjacent uses. Critical to the efforts was the incorporation of a robust community outreach component that included stakeholders within the Study Area and in adjacent neighborhoods.



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West Carson TOD Specific Plan

+ Project Information

Location

West Carson, Los Angeles County, California

Client

Los Angeles County Department of Regional Planning

Client Contact Information

Maya Saraf, Regional Planning Assistant II
msaraf@planning.lacounty.gov

The West Carson community is home to a range of bus transit services that include several Metro and Torrance Transit bus routes. In addition, its proximity to the Harbor Gateway Transit Center, freeways, busy pedestrian routes, and the Harbor-UCLA Medical Center positions the community to becoming a key regional transportation hub. The Los Angeles County Department of Regional Planning is developing a TOD Specific Plan that would improve transportation and mobility for the community. IBI Group has been tasked with developing the mobility element of the Specific Plan, which will focus on leveraging the community's assets, connecting uses and activities, and attracting future investment to create an engaging and vibrant community. The project includes the application of TOD urban design principles, multimodal and complete streets principles, as well as the evaluation of traffic impacts. IBI Group is leading preparation of the EIR traffic study, which includes analysis of over 50 intersections and 6 freeway segments. Adjacent agencies involved in review include Caltrans, City of Torrance, City of Carson, and City of Los Angeles.



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New Streetscape Elements



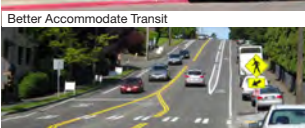
Facilities for Bicyclists



Improved Pedestrian Environment

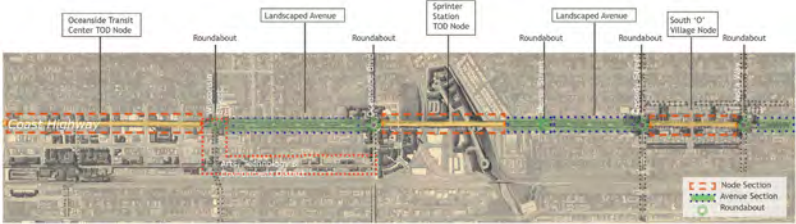


Better Accommodate Transit



Accommodation of all Travel Modes

This study effort is a continuation of the Coast Highway vision and strategic plan. The blueprint for the revitalization and enhancement of the Coast Highway Corridor.



The Vision and Strategic Plan calls for the creation of:

Nodes: Pedestrian-oriented "Main Street" with shade trees, curb extensions and wide sidewalks. 	Avenues: Auto-oriented segments with a landscaped median and street trees. 
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Coast Highway Corridor Plan

+ Project Information

Location
Oceanside, California

Client
City of Oceanside

Client Contact Information
John Amberson
City of Oceanside
300 North Coast Hwy
Oceanside, CA 92054
(760) 435-5091
jamberson@ci.oceanside.ca.us

IBI Group is the prime consultant for the Coast Highway Corridor Study CEQA Analysis/Implementation Program for the City of Oceanside, CA. Building on the previous work IBI Group conducted for the corridor, the Coast Highway Corridor Study will analyze traffic operations in conjunction with a review of existing and planned land uses throughout the corridor. The analysis will identify the means by which all or portions of Coast Highway can be transformed from a four lane secondary collector to a two-lane secondary collector while maintaining both the functionality and livability of the corridor. The project will be guided by Smart Growth concepts to find the appropriate balance between Coast Highway's traditional function as a conduit for both local and regional auto traffic and a more complete configuration that provides for all modes of mobility and synergistic mix of land uses. An assessment of on-street parking is a key element of the scope.



OC Transit Center Modernization and Parking Management Study

+ Project Information

Location

Orange County, California

Client

Orange County Transportation Authority

Client Contact Information

Cliff Thorne
Department Manager, Maintenance
600 South Main St
Orange, CA 92863
(714) 560-5975
cthorne@octa.net

The Orange County Transportation Authority selected IBI Group to lead a comprehensive study examining existing conditions of two park-and-ride facilities and five transportation centers for amenities and parking. The objective of the study was to address security measures through improvement of facility design, enhance passenger amenities to promote the use of transit, and develop a parking management plan that offers parking to a variety of transit users. Key study elements included a review of best practices for amenities and parking management tools, followed by parking counts, online surveys, and existing site assessments. The team reviewed the information relating to security, amenities and parking conditions to develop individual strategies, recommendations, and implementation plans for each park-and-ride and transportation center. At the conclusion of the study, IBI Group prepared a final report and pamphlet handout summarizing the condition and recommendations for each of the seven locations.



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Downtown Area Plan Transportation Analysis

+ Project Information

Location

Berkeley, California

Client

City of Berkeley

IBI Group completed a comprehensive traffic, parking, and transportation demand management (TDM) analysis of Downtown Berkeley in support of an environmental impact report for the new Downtown Area Plan (DAP). The DAP guides development in the downtown through 2030. Downtown Berkeley is truly multi-modal, with one of the highest transit mode splits in the Bay Area outside of downtown San Francisco. IBI Group's work included an analysis of existing future conditions for automobile traffic, pedestrian circulation, and bicycle circulation. A review of existing and forecast parking demand within the downtown was also an integral part of the analysis, with the objective of identifying future parking demand and necessary supply.



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Polytechnic School Master Development Plan Traffic and Circulation Impact Analysis

+ Project Information

Location

Pasadena, California

Client

Pasadena Department of Transportation

Client Contact Information

Conrad Viana, P.E.,
221 East Walnut Street, Suite 210
Pasadena, CA 91101
(626)744-7424
cviana@cityofpasadena.net

The Polytechnic School, in conjunction with the City of Pasadena Department of Transportation (City), retained IBI to implement a Master Development Plan (MDP) for campus improvements and to analyze traffic and circulation impacts to the surrounding streets. The school is nestled within a residential area. The MDP would result in increased vehicular and non-vehicular traffic at the school and in the surrounding streets and neighborhoods. The purpose of our analysis was to determine and identify any impacts to vehicular, pedestrian, bicycle, and transit circulation that result from implementation of the MDP. Improvements to both regional and local circulation for any identified impacts will be recommended as appropriate. The study included special analysis, which focused on site-specific pedestrian and bicycle analysis to determine both the Pedestrian Environmental Quality Index (PEQI) and the Bicycle Environmental Quality Index (BEQI) within the project site and along neighborhood streets. The study also recommended improvements to improve circulation in and around the school, thereby easing traffic congestion within the neighborhood. The study introduced areas of concern and priority list for traffic calming measures such as in-road pedestrian LED lights, raised crosswalks, and speed humps.

The circulation portion of the analysis evaluated queuing near school zones and neighborhood intrusion. The study recommended potential opportunities to prohibit some left-turn movements from major streets into the residential streets during school pick-up and drop-off times in order to alleviate congestion within the neighborhood streets.



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2. Relevant Experience and References

STANTEC - TRAFFIC PLANNING/ENGINEERING

Stantec is an active members of the communities it serves. That's why at Stantec, the firm always designs with community in mind.

The Stantec community unites approximately 22,000 employees working in over 400 locations across six continents. The firm collaborates across disciplines and industries to bring buildings, energy and resource, environmental, and infrastructure projects to life. Its work—engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, project management, and project economics, from initial project concept and planning through design, construction, and commissioning—begins at the intersection of community, creativity, and client relationships.

Stantec's people are the heart of what it does. It retains passionate, dedicated professionals that are committed to excellence in their disciplines, their communities, and to their clients. These staff include:

- Registered Civil Engineers
- Registered Traffic Engineers
- Professional Transportation Planners
- Professional Traffic Operations Engineer
- Professional Licensed Surveyors
- LEED Accredited Professionals
- AICP Planners
- California Certified Qualified Stormwater Pollution Prevention Plan Developers/Practitioners (QSD/P)
- Certified Floodplain Managers
- Certified Document Technologists
- Envision Sustainability Professionals

Junior engineering and surveying staff are encouraged to pursue and most are in the process of obtaining their PE or LS licensure. Within each of these comprehensive disciplines are dedicated and focused individuals who specialize in their field, while sharing pursuit of Stantec's core values.

Stantec creates the connections that get people and goods from here to there—whether by car, bus, train, plane, or their own two feet. Working within the context of the communities we serve, it provides planning, engineering, and infrastructure management services that fit the needs of clients and improve the overall traveler experience. From major expressway and rural roadway projects to bridge rehabilitations, transit systems, and airport design, the focus is always on providing solutions that respect the local environment.

For Stantec, simply engineering the various components of a transportation network doesn't equal success. They also need to meet the needs of the people traveling every day—because Stantec isn't just a company; it is people, with the same goals as everyone else—to get where they're going, safely and efficiently.

Details about selected relevant projects follow.



Stantec's Services

- Traffic impact studies
- Travel demand modeling
- Traffic microsimulation models
- Signal design, signal timing and synchronization
- Roundabout design
- Roadway lighting design
- Geometric design
- Street striping/signing layout and design
- Construction traffic control plans
- Traffic control device inventories
- Parking facilities design and evaluation
- Accident analysis and safety studies
- Roadway and intersection capacity analysis
- Site access and on-site circulation studies
- Traffic calming design
- Bikeways and pedestrian paths design
- Transit feasibility studies
- Intelligent Transportation Systems (ITS)
- Fiber communication design and system integration

2. Relevant Experience and References

City of Laguna Woods | General Plan Update

The City of Laguna Woods mobility background report identified existing transportation and mobility conditions in the planning area, evaluated potential transportation impacts due to implementation of the General Plan Update and

summarized applicable regulations. This included conditions related to driving, walking, bicycling, transit, and other alternative forms of mobility. The existing mobility system assessment was used to identify existing needs and provide a context for potential circulation goals and objectives.

This report presented the findings of a planning level traffic analysis of the proposed General Plan. The impacts of the proposed General Plan were compared to existing conditions, and similarly, a comparison between conditions based on the current and proposed General Plan was provided.

City of Lake Forest | LFTM Program

We helped the City of Lake Forest (City) conduct a traffic study in support of their Lake Forest Transportation Mitigation (LFTM) Program. In 2008, the General Plan Amendment of the Opportunities Study Area (OSA) was approved and the LFTM funding program was created to implement and expedite circulation improvements. Today, the LFTM Program is a set of citywide transportation improvements, designed to maintain adequate levels of services on the City's arterial street system. It funds the coordinated and phased installation of traffic and transportation improvements in conjunction with OSA property developments.

Until all LFTM fees are paid, the City's LFTM Ordinance requires a program review every five years, and an updated traffic study is prepared to determine if any improvements should be reduced or eliminated.

With City-provided data, we updated the traffic model land use database. We also updated ADT volumes and intersection volumes for buildout conditions, allowing us to review and update current LFTM improvements. Per unit fee costs were updated for each landowner affected by our report's nexus analysis, a stand-alone traffic report was prepared, and the Portola Parkway gap closure was analyzed

City of Laguna Niguel | Agora Arts District Downtown – EIR Traffic Study

The report presents findings of a traffic study carried out to determine the potential traffic impacts of the proposed Agora Arts District Downtown project.

The study was suitable for inclusion with the project's Environmental Impact Report (EIR). The study complied with the City's significance criteria, the County of Orange Congestion Management Plan (CMP) requirements, and the methodologies of the California Department of Transportation (Caltrans).

A detailed trip generation analysis, including a case study of The CAMP in Costa Mesa, which is a comparable type of mixed use project in Orange County and has the same development team as the proposed project, was prepared. Trip

2. Relevant Experience and References

distribution patterns for the proposed project land uses were determined based on South County Sub-Area Model (SCSAM 3.4).

An evaluation of intersections, particularly under the jurisdiction of Caltrans, were studied to determine if the project had any impact in the level of service.

An analysis of site access was prepared using a detailed traffic simulation model. The analysis determined how modifications are needed for the Alicia Parkway driveway intersection and the Crown Valley Parkway driveway intersection to provide desirable levels of service.

City of Tustin | Tustin Legacy Specific Plan

This report presents the findings of a traffic study carried out to determine the impacts of the proposed Tustin Legacy Specific Plan Amendment on the site of former Marine Corps Air Station (MCAS) Tustin. The Tustin Legacy Specific Plan Amendment will henceforth be referred to throughout this report as the proposed project.” The purpose of this report is to identify and evaluate how the proposed project differs from the current Specific Plan in terms of traffic impacts in accordance with specified criteria and to provide a circulation evaluation for the California Environmental Quality Act (CEQA) analysis prepared for the project.

City of Costa Mesa | General Plan Update

The City of Costa Mesa completed an extensive update to its General Plan, including land use and mobility (circulation) elements. We are responsible for the mobility element, including an update to the City’s travel demand forecasting model, plus improved goals and plan updates for complete streets and active transportation. The travel demand model is being developed within the OCTA modeling consistency framework to more precisely analyze travelers response to the expected future circulation system recognizing community opportunities and constraints.

Innovative uses of roadway infrastructure are being considered, such as roundabout corridors and infrastructure to induce greater mode share for active transportation and transit. This included analyzing various cross sections and roadway recommendations to make sure the roadways are best suited for all users.

As a part of the project we are also preparing the Bicycle Master Plan. We also facilitated the City’s walkability/bikeability committee to approve the goals and policies along with getting feedback on City bikeways. Specific task with the committee includes approving the goals and policies and working on the City’s master plan map. The final report is still being completed and includes best practices, along with a plan for the City to complete implementation.

COMPANY PROFILE

2018

Cadre Environmental is an environmental consulting firm specializing in conducting natural history research for threatened and endangered species throughout California. The managing Owner/Research Biologist of the firm, Mr. Ruben Ramirez, has over 20 years of experience in the industry conducting wildlife surveys/research, developing biological technical reports, and creating Geographic Information System (GIS) databases. Mr. Ramirez founded Cadre Environmental in June 2002. Since its inception the firm has worked on over 250 public and private sector projects in northern and southern California providing the following services:

- Literature and Background Research
- General Habitat Assessments for Sensitive Species/Constraints Analysis
- Focused Threatened and Endangered Species Surveys
- Endangered Species Research Design and Implementation
- GIS Management, Development, Analysis, and Map Production
- Biological Assessment, Technical and Research Documents
- Riverside County MSHCP Compliance Surveys and Documentation
- United States Fish and Wildlife Service Emergency Consultation
- Endangered Species Act Permitting (Section 7 and 10a)
- Tribal Government Environmental Consultation
- Environmental Compliance Construction Monitoring
- Mitigation Bank Assessment and Development
- Expert Testimony
- GIS and Environmental Compliance Training

Southern California Office

701 Palomar Airport Road, Suite 300, Carlsbad, CA 92011

P: 949-300-0212

E: info@cadreenvironmental.com



**PROFESSIONAL
EXPERIENCE****2002 - Present Cadre Environmental, Carlsbad California
Owner/Research Biologist**

As Owner/Research Biologist for Cadre Environmental, I am responsible for all aspects of the business. These responsibilities include business development, client/agency interaction and coordination, project initiation and research, documentation, and mapping . I personally conduct all surveys for federal and state listed species for Cadre Environmental. Specifically, I have and continue to conduct focused survey programs for the arroyo toad, California red-legged frog, coastal California gnatcatcher, San Bernardino kangaroo rat and Pacific pocket mouse. I am currently conducting amphibian natural history research for both federal and private clients throughout Southern California. Clients include the Fallbrook Naval Weapons Station, United Water Conservation District, Rancho Mission Viejo, Rancho Las Flores Limited Partnership, and the Pechanga Indian Reservation. In addition to conducting sensitive species research, I am also responsible for developing Geographic Information System (GIS) databases including creation, database development, and map production.

I served as a member of Los Angeles County Significant Ecological Areas Technical Advisory Committee (SEATAC) from 2004-2006.

**1997 - 2002 PCR Services Corporation, Irvine California
Principal Wildlife Biologist/GIS Specialist**

As a Principal Wildlife Biologist for PCR Services Corporation, I conducted surveys for federal and state listed species with an emphasis on amphibians. I conducted amphibian natural history research for both federal and private clients on project sites totaling over 30,000 acres throughout Southern California. These clients included the United States Forest Service, United States Fish and Wildlife Service, Caltrans, Summit Valley Ranch, and Rancho Mission Viejo. In addition to conducting research, I served as a liaison between private landowners and the federal and state agencies providing assistance and strategic guidance throughout the permitting process. Some of the clients included AeraEnergy, LLC a division of Shell, The City of San Diego, Palmdale Water District, Woodside Homes, Pacific Century Homes, Communities Southwest, West San Bernardino Water District, Coussoulis Development, and KHovnanian Companies of California. Responsibilities also included a continued commitment to the identification of mitigation lands and participation in all stages of conducting baseline studies, agency coordination and documentation (technical reports, mitigation bank agreements, management plans). Mitigation bank projects included Viejo Substation (Southern California Edison), Hidden Ranch (Ecological Capital Corporation), Four Seasons (KHovnanian), Summit Valley (Caltrans), and Sonny Meadows (Taylor Family).

1995 - 1997

**Michael Brandman Associates, Tustin California
Wildlife Biologist/GIS Specialist**

As a Wildlife Biologist for an environmental consulting firm, I conducted biological constraints analyses for both private and public clients throughout Southern California. These reconnaissance level surveys led to recommendations on strategies for addressing federal, state, and local regulations specific to the projects. This involved the preparation of proposals which included the development of scope of works, budgets, and schedules. Due to my experience with federal and state listed species and GIS, I was directly involved in all aspects of the projects I managed relating to biological resources. These included conducting focused surveys, developing GIS databases, conducting alternative analyses, and preparing documentation specific to the permit process. Six months after joining the Michael Brandman Associates Biological Services Division, I was promoted to Wildlife Biologist/GIS Specialist and was made the GIS Manager for the 10,000 acre Foothill Transportation South, Transportation Corridor Agencies, Corridor Project and have remained involved to the present time.

1994 - 1996

**United States Forest Service, Angeles National Forest
Wildlife Biologist**

As a Wildlife Biologist, I conducted focused surveys for federal and state listed flora and fauna occurring throughout the Forest. Specifically I conducted an inventory/monitoring study for the California spotted owl throughout the Forest. I was also responsible for the documentation of the surveys which included recommendations for improving management practices specific to preventing impacts to sensitive species. As a biologist for the Forest Service, I also developed GIS coverages for those sensitive resources I documented during focused surveys. Tasks included the development of coverages, databases, and map production using ArcInfo and ArcView.

EDUCATION

2000

M.S., California State Polytechnic University, Pomona
Biological Sciences
Thesis: Arroyo Toad Upland Habitat Utilization and Movement Patterns

1993

B.A., California State University, Fullerton
Biological Sciences

U.S Fish and Wildlife Permit (TE780566-13) Threatened and Endangered Species

Coastal California Gnatcatcher (*Polioptila californica californica*)

Pacific Pocket Mouse (*Perognathus longimembris pacificus*)

San Bernardino Kangaroo Rat (*Dipodomys merriami parvus*)

Arroyo Toad (*Anaxyrus californicus*)

California Red-legged frog (*Rana aurora draytonii*)

California Department of Fish and Wildlife Permits

General Scientific Collection Authorization

Authorization to Collect State Designated Endangered, Threatened and Rare Plants

Memorandum of Understanding (MOU) to conduct studies on the San Bernardino Kangaroo Rat and Los Angeles Pocket Mouse (*Perognathus longimembris brevinasus*)

Experience

Vegetation Communities Mapping	PIT Tag Insertion/Monitoring
General Small Mammal Trapping	Invasive Species Eradication
General Herpetofauna Pitfall Trapping	GPS Mapping - Trimble GeoXH
Radio Telemetry Research	Water Quality Monitoring

REFERENCES

Sally Brown, Wildlife Biologist, USFWS - Caltrans Liaison (760) 431-9440

Dr. Eric Stein, Principal - S. Ca. Coastal Water Research Project (714) 372-9233

Nancy Ferguson, Acting San Bernardino Branch Chief, USFWS (760) 431-9440

Ray Bransfield, Section 7/CWA 404 Program Coordinator, USFWS (805) 644-1766

Kirsten Winter, Forest Biologist, Forest Service, Cleveland National Forest (858) 673-6180

Markus Spiegelberg, Regional Director, Center for Natural Lands Management (619) 295-4953

Attachment: Attachment 3 - Draft Professional Services Agreement With Placeworks (1676 : PSA for On-Call CEQA Consultants)

Western Riverside County MSHCP Experience

Cadre Environmental is listed as an Authorized Biological Consultant with the County of Riverside Environmental Programs Division (EPD). As outlined below, Mr. Ramirez/Cadre Environmental has extensive experience implementing all aspects of the MSHCP including conducting habitat assessments, focused sensitive species surveys, preparing supporting environmental documents, and guiding projects through the Regional Conservation Authority Joint Project Review, California Environmental Quality Act (CEQA) and MSHCP consistency review/approval process.

MSHCP General Habitat Assessment

Conducted over thirty (40) MSHCP habitat assessments for projects throughout Western Riverside County including vegetation mapping, narrow endemic/criteria area species assessments, and riparian/riverine/vernal pool (Section 6.1.2) resource determinations.

MSHCP Sensitive Species Surveys

Santa Rosa Academy Project - 150 acres City of Murrieta. Conducted burrowing owl surveys, including nest monitoring, development of burrowing owl mitigation plan, and coordination with the City and County of Riverside EPD during implementation of compliance measures and burrowing owl relocation efforts.

Habitat Evaluation and Acquisition Negotiation Strategy

Gateway Center Project - 300 acres Specific Plan/Environmental Impact Report (SP/EIR). Prepared and submitted HANS application to the County of Riverside EPD. Developed project strategy, led agency (USFWS, CDFW, RCA) negotiations and received approval during Habitat Evaluation and Acquisition Negotiation Strategy (HANS) review and Criteria Cell assessment.

MSHCP Biological Resources Technical Report

Belle Terre Project - 300 acres SP/EIR. Implemented all baseline MSHCP requirements including vegetation mapping and focused sensitive species surveys. Prepared, submitted and received approval for MSHCP biological report for inclusion in the SP/EIR. Document included sections on mitigation measures for meeting MSHCP compliance.

MSHCP Consistency Analysis

Daley Ranch Project - 120 acres. Developed documentation and received approval from County of Riverside EPD for consistency analysis for project located with MSHCP Criteria Cells.

MSHCP Determination of Biologically Equivalent or Superior Preservation

Ramona Creek - 300 acres SP/EIR. Developed Section 6.1.2 Determination of Biologically Equivalent or Superior Preservation (DBESP) documentation for City of Hemet to assess and mitigate project impacts to MSHCP riverine and vernal pools resources.

JPR, MSHCP/CEQA Response to Comments, Conditions of Approval

Cadre Environmental has successfully coordinated projects through the JPR process including preparation of response to comments to wildlife agencies and development of final project conditions of approval resulting in project approval and determination of MSHCP compliance.

References

Harry Sandoval/Ecological Resource Specialist/County EPD. (951) 955-6097

Ronald K. Running/City Planner/City of Hemet Planning Department. (951) 765-2393

Center for Natural Lands Management, March Air Force Base Stephens' Kangaroo Rat Preserve

Contact Markus Spiegelberg (619) 295-4953

Conducted updated sensitive species habitat assessment and baseline vegetation communities mapping effort for detecting trends in the habitat types, quality and distribution within the property. Responsibilities included the subassociation vegetation mapping and development of a GIS database for the approximately 1,200 acres March Air Force Base Annex property (previously March SKR Preserve).

City of Menifee, Santa Rosa Academy Monitoring

Contact Nick Biro (310) 806-9870

Monitoring activities include conducting MSHCP 30-day preconstruction burrowing owl surveys and developing a burrowing owl mitigation plan in coordination with the County of Riverside Environmental Programs Division (EPD) and City of Menifee. Specifically, responsibilities included developing project specific avoidance measures to protect burrowing owls, activity monitoring to determine the breeding activity/status of the species, and management oversight of the capture and translocation of burrowing owls to a predetermined preserve. Status and final reports were prepared and submitted to the City of Menifee, County EPD, and project applicant.

Caltrans, SR76 Road Improvement Monitoring

Contact Rush Abrams (619) 688-6699

Monitoring activities conducted since 2009 (ongoing) include developing and implementing an arroyo toad translocation monitoring program. The program efforts include the initial monitoring of all exclusionary fencing installation, conducting arroyo toad translocation surveys and reporting to Caltrans. Other responsibilities included conducting focused surveys for the coastal California gnatcatcher and focused nesting bird surveys for compliance with the Migratory Bird Treaty Act. Reporting requirements include both monthly and annual reports.

Pechanga Indian Reservation Monitoring

Syndi Smallwood (951) 676-2768

Monitoring activities include implementing project specific conservation measures for various actions within the Reservation to ensure compliance with the federal Endangered species act and Migratory Bird Treaty Act. Specifically, monitoring activities include conducting focused surveys for the least Bell's vireo, coastal California gnatcatcher and implementing appropriate conservation measures to avoid direct and/or indirect impacts to the species. Final monitoring reports including recommendations are developed following completion of specific project activities.

Monitoring Authorization and Permits

- Riverside County MSHCP Authorized Biological Consultant.
- USFWS Permit 780566-13 for coastal California gnatcatcher, arroyo toad, San Bernardino kangaroo rat, Pacific pocket mouse and California red-legged frog.
- CDFW General Scientific Collecting Permit SC-002243.

Rancho Mission Viejo

Currently conducting a five-year natural research study of the upland habitat movement and activity patterns for the federally endangered arroyo toad - Final documentation and recommendations will be incorporated into overall natural resource management plan for the 23,000 acre Ranch.

Indian Health Service

Currently conducting baseline sensitive species habitat assessments and developing project specific biological technical reports to support infrastructure projects on several Indian Reservations in southern California.

Naval Weapons Station, Fallbrook

Managed a two-year baseline natural history study for the federally threatened coastal California gnatcatcher throughout a 5,000 acre study area. The research included an assessment of distribution, breeding status/success, and recommendations for future monitoring efforts.

County of San Diego

Conducted five-year monitoring program for several infrastructure projects including the capture and translocation of endangered species. Responsibilities included insuring compliance with all federal and local laws including coordination with the USFWS, Caltrans, and County staff.

Pechanga Indian Reservation

Managed and conducted baseline studies throughout Reservation including development of project related biological technical reports for compliance with federal regulations.

Center for Natural Lands Management

Currently serve as GIS Manager for the Center's over 60 Preserves located throughout California. Responsibilities include GIS database development, quality assurance, analysis, map production and training.

United Water Conservation District

Developed project specific herpetological monitoring program for the lower reach of Piru Creek as part of the Federal Energy Regulatory Commission requirements.

Wildlands

Conduct mitigation bank feasibility assessments throughout southern California including initiation of focused sensitive species surveys, documentation and coordination of federal and state regulatory agencies.

SkyMesa

Conducted initial MSHCP habitat assessment and focused surveys. Responsibilities included project planning and coordination with the County of San Diego during the HANS, MSHCP, and RCA review process. Final project planning efforts resulted in County approval.

Rancho Las Flores/Summit Valley

Conducted over 10-years of focused endangered species research and monitoring efforts for use in developing a region-wide habitat conservation plan for the protection and management of sensitive resources. Specifically, the studies included the characterization of upland habitat usage of the endangered arroyo toad and development of a hydrogeomorphic habitat baseline assessment model.

San Bernardino Kangaroo Rat and Pacific Pocket Mouse

All trapping for these federally endangered species was and is currently conducted pursuant to USFWS Permit No. 780566-13 issued to Ruben S. Ramirez, Jr. As outlined below, Mr. Ramirez has been conducting focused trapping for these listed species since they were initially listed and has conducted general small mammal trapping and habitat assessments throughout southern California for over 18 years.

Lytle Creek & Cajon Washes

Conducted four (4) focused trapping studies for the San Bernardino kangaroo rat including mark/recapture population density studies. The studies were conducted for Caltrans, San Bernardino Water Conservation Association and Lytle Creek Land and Resources. Lytle Creek represents one of four major populations of the San Bernardino kangaroo rat.

Lytle Creek North Village

A focused trapping program was conducted to determine the presence/absence of the federally endangered San Bernardino kangaroo rat within those areas directly or indirectly impacted by the proposed extension of the north levee on the Lytle Creek North Village property. Both transect and grid trapping methodologies were utilized during the study.

Bautista Basin

Conducted USFWS protocol presence/absence trapping program for the San Bernardino kangaroo rat within and adjacent to the Bautista Creek floodprone area for the North County Sand and Gravel Company.

Marine Corps Base Camp Pendleton

Conducted four (4) focused trapping studies for the federally endangered Pacific pocket mouse including San Mateo North and the Edson Range Impact Area, both occupied sites.

Dana Point Headlands Preserve

Participated in focused trapping for the federally endangered Pacific pocket mouse within the Center for Natural Lands Management's Dana Point Preserve as part of an annual mark/recapture population status assessment.

Foothill Transportation Corridor South

Conducted two (2) annual monitoring trapping studies of San Mateo south for the Pacific pocket mouse. Including the San Mateo south Site, I have conducted focused trapping for this species at all four (4) known occupied sites.

General Trapping Studies

Hidden Ranch Conservation Bank

Conducted general small mammal trapping effort during the development of the conservation bank in an effort to characterize species richness.

Meadowwood Pitfall Trapping Study

Conducted six (6) year pitfall trapping study during which nearly 4 thousand small mammals were captured, safely handled and released. Species captured included the desert shrew, ornate shrew, northwestern San Diego pocket mouse (Species of Special Concern), meadow vole and broad-footed mole.

2. Relevant Experience and References

GLENN LUKOS ASSOCIATES

Glenn Lukos Associates (GLA) was formed in 1989 specifically to assist project proponents through the permitting processes generated by state and federal environmental laws and regulations. In 1997, the firm expanded its scope of work to include biological resources, restoration, and construction monitoring. GLA currently has a staff of 23 professionals and four administrative assistants. It has the largest number of staff (in a single office) of any firm in California dedicated to “wetland” permitting, with most staff also being highly qualified field biologists. GLA is a specialty environmental consulting firm with expertise in a small niche of environmental issues, including “wetland” and other water-related permitting, wetland delineation, habitat restoration design, mitigation implementation, mitigation monitoring, biological surveys, and endangered species coordination. It assists clients through the complex maze of regulations associated with federal and state permits including:

- Natural Community Conservation Plans/Habitat Conservation Plans (compliance and consistency)
- California Environmental Quality Act (biological and delineation sections)
- Section 404 of the Clean Water Act (“wetland” permitting)
- Section 404(b)(1) of the Clean Water Act (alternatives analysis)
- Porter Cologne Water Quality Control Act
- Section 401 of the Clean Water Act (water quality certification)
- Sections 7 and 10 of the Endangered Species Act (endangered species surveys and consultation)
- National Environmental Policy Act (environmental assessment)
- Section 1602 of the California Fish and Game Code (streambed alteration agreement)
- Sections 2080.1 and 2081 of the California Fish and Game Code (endangered species permitting)
- Section 10 of the Rivers and Harbors Act (navigable waters permitting)
- California Coastal Act (coastal development permits)
- California Public Resources Code (analysis with respect to fire protection regulations)



On-Call Contract to Provide Environmental Technical Studies

City of Costa Mesa, Orange County, California

Current contract includes provision of biological surveys including surveys for listed fairy shrimp at Fairview Park, preparation of a Habitat Mitigation and Monitoring plan for vernal pool reestablishment at Fairview Park, support for the City in obtaining a Section 10 Recovery Permit from U.S. Fish and Wildlife Service necessary to conduct restoration activities. Under previous contracts with the City of Costa Mesa, GLA has performed vernal pool restoration and monitoring within vernal pools at Fairview Park, delineation of vernal pools at Fairview Park, coordination with the CDFW and USFWS regarding various activities at Fairview Park, and assistance/support in public out-reach associated with public meetings and education.



Photograph: Vernal Pool at Fairview Park



Regulatory, Biological, and Habitat Restoration Services within Newport Banning Ranch

Newport Banning Ranch, LLC; Newport Beach, Orange County, California

Work has consisted of providing a wide range of regulatory, biological, and habitat restoration services for the Newport Banning Ranch development project for over 12 years. Conducted extensive vegetation mapping within the 401-acre site as well as general biological surveys; rare plant surveys; and focused surveys for coastal California gnatcatcher, cactus wren, southwestern willow flycatcher, least Bell's vireo, raptors, burrowing owl, and fairy shrimp. Prepared a biological technical report for use in preparation of environmental documents pursuant to CEQA and as well as a jurisdictional delineation report. Led a team of regulatory specialists tasked with updating the Section 404 jurisdictional delineation for the site. In addition, GLA participates in public outreach workshops and organize and lead naturalist trainings for volunteer groups and a high school pilot field science program through the Newport Banning Land Trust.

GLA has also prepared restoration plans for coastal sage scrub and cactus scrub restoration and successfully implemented coastal sage scrub and cactus scrub restoration in accordance with Coastal Commission requirements.



Photographs: Restored Coastal Sage Scrub at Newport Banning Ranch





Biological and Regulatory Support for City of Laguna Beach Fire Department

Laguna Beach, Orange County, California

GLA has provided ongoing biological and regulatory support of the Laguna Beach Fire Department in support of maintenance of all of the City's Fuel Management Zones (FMZs) since 1994. GLA has also provided a full suite of biological surveys in support of gaining CEQA and Coastal Commission Approval for new FMZs. Tasks have included mapping a suite rare plants throughout the City including federally-listed threatened big-leaved crownbeard. GLA has also conducted surveys for the coastal California gnatcatcher and coastal cactus wren. GLA has prepare Biological Technical Reports in support of CEQA approvals, attended and testified at public hearings, and has provided Biannual reviews of the FMZs throughout the City. GLA has conducted extensive biological monitoring during clearing of fuel and has worked closely with fire department staff to ensure that the fuel clearing does not impact sensitive biological resources. Currently GLA is assisting the Fire Department in processing a Coastal Development Permit for two existing FMZs.



Photograph 1: Goats grazing in Fuel Modification Zone



Photograph 2: Typical Laguna Beach Fuel Management Area



Biological and Regulatory Support for Burn Dump Restoration

City of Laguna Beach, Orange County, California

GLA worked closely with the City of Laguna Beach to develop and implement action plans addressing biological, regulatory, and habitat restoration needs for an open space area requiring remediation, which occurs within an 11.3-acre study area or area of potential effect assessed for special-status resources. The range of biological work has included vegetation mapping, monitoring of vegetation clearing, and performance of general biological surveys as well as focused coastal California gnatcatcher surveys and least Bell's vireo surveys. Documents prepared include a biological technical report for use in CEQA documentation, a coastal California gnatcatcher report for USFWS review, and biological assessment for a Section 7 consultation with USFWS. Conducted a jurisdictional delineation and prepared report for Corps, RWQCB, and CDFW; prepared Corps, RWQCB, and CDFW application materials; and coordinated processing of Section 404, 401, and 1602 authorizations with the resource agencies. GLA also prepared an HMMP, supervised mitigation installation, prepared an as-built plan, and conducted post-installation monitoring and reporting, including a baseline CRAM analysis on the restoration site to comply with the 401 Water Quality Certification.



Photograph: Laguna Beach Burn Dump Area following restoration



Greenville-Banning Channel Improvement Project

Orange County Public Works; City of Costa Mesa, Orange County, California

The County of Orange Public Works department required modifications to various segments of the Greenville-Banning Channel to address bank erosion issues, improve capacity, and reduce the risk of flooding and damage to adjacent and adjoining properties. The channel consisted mostly of vertical concrete walls with some segments supporting rock rip rap banks and a soft bottom. Vegetation was mostly void due to the channelized and concrete substrate, but in some areas that contained a soil bed, some herbaceous vegetation had grown in.

To support the County in their effort to obtain jurisdictional permits for the project, GLA conducted the fieldwork for and prepared a combined biological resources and jurisdictional delineation report in support of CEQA documentation and regulatory permitting for the 3,480 linear-foot channel improvement project. In addition, GLA prepared regulatory permits for the project and was successful in obtaining them in accordance with the County's schedule for construction. GLA was able to document the lack of biological resources such that no construction related biological monitoring was required.

This project represents a common public works improvement project in Orange County's landscape of channelized stream segments and demonstrates experience not only in working with a public agency but on a project that could be carried out anywhere in the County.

GLA Senior Regulatory Specialists, Thienan Pfeiffer and Lexi Kessans (CRAM Trainer), served in primary roles on this project.



Photograph: Looking upstream at the Greenville-Banning Channel from the California Street bridge



East Orange Planned Community

The Irvine Company; Orange County, California

GLA Prepared biological technical report including jurisdictional delineation for use in preparation of environmental documents pursuant to CEQA for 6,000-acre study area. Conducted extensive vegetation mapping of native habitats including coastal sage scrub, native grassland, chaparral, and riparian communities. GLA conducted a jurisdictional delineation for areas of Corps and CDFW jurisdiction and obtained a verification from the Corps for the JD. Performed surveys for listed species of fairy shrimp, western spadefoot toad, and special-status plants including intermediate mariposa lily, many-stemmed dudleya, Palmer's grappling hook, and others. Performed focused surveys for least Bell's vireo, arroyo toad, and protocol surveys for California gnatcatcher; and habitat assessment for special-status bats. EIR certified for project. Following certification of the EIR, GLA submitted and processed applications with the Corps, CDFW and RWQCB. GLA prepared a restoration plan addressing impacts to seasonal ponds occupied by the western spadefoot toad and implemented a successful pond creation and relocation of western spadefoot toads.



Photograph 1: Western Spadefoot Toad egg masses



Photograph 2: Created Western Spadefoot Toad pool



Crown Valley Community Park Improvement Project

City of Laguna Niguel, Orange County, California

GLA prepared baseline biological surveys and reports and obtained resource agency permits for the J03P01 Channel Entry Improvements at Crown Valley Community Park Project in the City of Laguna Niguel. GLA also provided construction monitoring and is providing permit compliance support including implementing a Habitat Mitigation and Monitoring Plan (HMMP) for the City. Since the City of Laguna Niguel is in close proximity to the City of Laguna Hills, the biology is similar and demonstrates experience working with an Orange County city.

The Project included replacement of an existing “dip crossing” entry road with a retrofitted arched culvert crossing in J03P01 Channel to permit for high flood flows; construction of a non-grouted rock transition spillway to provide clearance under the culvert crossing and energy dissipation for floodwaters as well as prevent erosion and a shallow rock-lined low-flow channel for year-round low flows; replacement of various impervious surfaces with pervious materials to create two new parking areas and walkways to serve the park’s sports fields and decrease landscape irrigation and stormwater runoff; implementation of a multi-process treatment train including a sediment forebay and trash boom to encourage deposition of coarse sediments during both dry weather and small storms as well as capture trash from the first flush of storm flows, a constructed treatment wetland to remove pollutants and provide habitat for a range of aquatic species, an additional low-flow channel to divert low flow from existing channels into the upstream end of the constructed treatment wetland, and vegetated bioswales to provide biofiltration as well as foraging habitat for wildlife; and installation of native drought-tolerant species to decrease landscape irrigation runoff and application of fertilizer to the environment, prevent erosion, and benefit habitat complexity.

GLA conducted a jurisdictional delineation of the 16-acre study area as well as vegetation mapping, general wildlife and botanical surveys, and habitat assessments to determine presence/absence of sensitive species and communities. Incorporating those results, GLA prepared a jurisdictional delineation report as well as a biological technical report to identify potential impacts to biological resources and permitting requirements in accordance with CEQA and an Operations and Maintenance (O&M) Plan with Hunsaker & Associates. GLA also prepared notifications and supporting documents for Section 404, 401, and 1602 authorizations through the U.S. Army Corps of Engineers (Corps), Regional Water Quality Control Board (Regional Board), and California Department of Fish and Wildlife (CDFW) and secured those agency permits. GLA coordinated cultural resource studies to support Corps permitting and coordinated with the City and Hunsaker & Associates regarding water quality treatment facilities, Natural Treatment System (NTS) guidelines, conceptual site plans and Best Management Practices (BMPs).

During construction of the project, GLA handled compliance including construction monitoring of stream work and reporting to the CDFW and Regional Board per the permit requirements. GLA also worked with the City to install the wetland mitigation onsite and is continuing to monitor and provide reporting on the mitigation site per the HMMP. California Rapid Assessment Methodology (CRAM) was conducted per the Regional Board 401 Certification at the impact and mitigation site and is ongoing at the mitigation site.

2. Relevant Experience and References

COGSTONE RESOURCE MANAGEMENT

Cogstone Resource Management Inc. (Cogstone) is a California corporation formed in April 2001, specializing in paleontology, archaeology and history. For over 17 years, Cogstone has provided quality environmental services to assist clients in meeting project compliance requirements. Cogstone offers clients a highly skilled team of in-house scientists and field personnel; a management staff of experienced leaders; and laboratory facilities needed for effective scientific investigation.

Their team of experienced paleontologists, archaeologists and architectural historians meet or exceed the qualifications required by the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation and the Bureau of Land Management. They are experts in the compliance requirements of the Caltrans' Standard Environmental Reference (SER) guidelines. Further, key personnel are certified in all municipalities throughout California that maintain lists. The company maintains strong relationships with local museums, universities, state information centers, and California tribes, contributing to the efficacy as both scientists and preservationists. Finally, field staff are cross-trained in the recognition of both archaeological and paleontological resources during survey or mitigation monitoring resulting in a cost savings to clients.

They deliver timely, thorough, and cost-effective solutions. They assist clients to meet project compliance requirements under federal, state and local regulations, including the California Environmental Quality Act (CEQA), the National Environmental Protection Act (NEPA), Section 106 of the National Historic Preservation Act (NHPA), and the Native American Graves Protection and Repatriation Act (NAGPRA), among others.

Cogstone's expertise includes conducting cultural and paleontological resources assessments and built-environment evaluations, preparing mitigation plans and performing mitigation monitoring. Services include record searches, Sacred Land searches, Native American consultation, field survey, testing, data recovery, GIS mapping, mitigation planning, and compliance reporting. Core staff contributes an array of specializations to the company's cumulative expertise including archeobotanical analysis, faunal analysis, human osteological analysis, fossil identification, lithic analysis, historical artifact analysis, forensics, archaeobotany, geomorphology, remote sensing, geotechnical analyses, and paleopathology.

An extensive project portfolio covers a broad spectrum of industry sectors. They team with environmental planners and engineering firms to conduct studies for infrastructure improvements such as transportation, water, energy and public works projects. Cogstone also works with developers and local land use agencies that are bringing exciting new mixed-use and residential properties to California's communities. A growing federal portfolio is expanding Cogstone's impact nationwide.

Company Resources

Offices

The main office is located in Orange, California and serves as corporate headquarters. It houses our project managers, administrative and management personnel, as well as our research and GIS staff. We also maintain regional offices in San Diego, Riverside, Morro Bay and San Francisco to serve clients throughout the state with local expertise and fast turnaround times.

Laboratory Facilities

Our 2,400 square-foot laboratory space contains air scribes, a compressor, ventilation system, microscopes, scales, a large storage and preparation area, computers, a fire-safe cabinet for storage of flammable materials, and other analytical equipment, as well as equipment dedicated to cleaning and stabilizing recovered materials. A mechanical wet-screening unit permits efficient processing of large amounts of matrix. For identification of recovered faunal remains, we have a comprehensive, comparative skeletal collection. Our lab space also functions as secure, temporary storage for project-related collections until their transport to an approved repository.

Project Management and Quality Assurance

Effective time management and cost control remain integral to Cogstone's project management and quality control efforts. In addition, we utilize standardized field practices, high accuracy GIS data collection equipment, and current late-model computer stations and software to expedite and monitor the quality of our work. To achieve high quality standards within the organization, Cogstone implements a quality assurance and quality control (QA/QC) plan for each project. The QA/QC plan is also used in conjunction with the scope of work and the health and safety plan developed for field and laboratory activities for each project to protect the health and safety of its employees.

Insurance

Commercial General Liability

- \$4,000,000 general aggregate
- \$2,000,000 each occurrence

Excess/Umbrella Liability

- \$5,000,000 aggregate
- \$5,000,000 each occurrence

Workers Compensation/ Employers' Liability

- \$1,000,000 statutory limits

Professional Liability

- \$2,000,000 aggregate
- \$1,000,000 per claim

Automobile Liability

- \$1,000,000 combined single limit



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List of Services



CEQA/ NEPA Compliance

Phase I Cultural Resources
Inventory

Archaeology/Paleontology Record
Searches

Archival Research

Literature Review

Reconnaissance/Field Surveys

Native American Consultation

SB18/AB 52 Consultation
Assistance

Sacred Lands File Search

Section 106 Analysis

Due Diligence

Federal/State Permitting

National or California Register
Eligibility Determinations

Context Statements

Sensitivity Analysis

Programmatic Agreements

Memorandum of Agreements

Finding of Effects Documents

Treatment Plans

Mitigation Plans

Management Plans

Mitigation Monitoring

Phase II Archaeological Testing

Paleontological Sampling

Cultural Resources Awareness
Training

Site, Feature, Fossil, Locality
Recording

Artifact Recovery

Fossil Recovery

Phase II Data Recovery/Excavation

Ground Penetrating Radar

Radiocarbon Dating

Pollen Analysis

Micropaleontology

Paleoenvironmental
Reconstruction

Geographic Information Systems
(GIS)

High-Resolution GPS Mapping

Collections Management

Laboratory Preparation & Analysis

Preparation & Cleaning for Curation

Faunal Analysis

Lithic Analysis

Design & Installation of Exhibits

Cataloguing

Site Records

Interpretive Reports

Public Outreach Events/ Seminars

Fossil & Artifact Replicas

Paleontological Artwork

Peer Reviews

Cultural and Paleontological Resources Assessment

Laguna Beach Village Entrance, Laguna Beach, Orange County, CA

As a subconsultant, Cogstone conducted Phase I Cultural and Paleontological resources assessments for the Project. The Project consisted of proposed improvements at and surrounding Laguna Canyon Road, Forest Avenue, and City Hall in order to beautify the Project Area, enhance pedestrian connectivity, and maintain existing levels of vehicular parking. The Project has been designed to be a pedestrian-oriented area that links the art festival activity areas to the downtown village and Main Beach.



In order to meet the requirements of CEQA, Cogstone conducted a cultural resources records search at the South Central Coastal Information Center covering a half-mile radius around the Project Area. A paleontological resources records search was requested from the Natural History Museum of Los Angeles

County, which covered a one-mile radius around the Project Area. Cogstone also requested a Sacred Lands File search from the Native American Heritage Commission and conducted consultation with 29 Native American tribes in order to request any information related to cultural resources or heritage sites within or near the Project Area.

Cogstone conducted an intensive pedestrian survey of the Project Area. Two previously recorded cultural resources, P-30-179883 and CA-ORA-285, were located within the Project Area. P-30-179883 is a historic building which was updated on Department of Parks and Recreation (DPR) Series 523 forms. In addition, two historic buildings were identified within the Project Area and were recorded on DPR 523 forms. CA-ORA-285 is a prehistoric archaeological site currently located beneath hardscaping.

The Phase I Cultural and Paleontological resources assessments found that the project activities would not impact the historic buildings and no further work for these resources was recommended. Since human remains were previously removed from CA-ORA-285, the assessment recommended monitoring by a qualified archaeologist for any ground disturbing work within 100 feet of the Laguna Disposal Plant. No further work for paleontological resources was recommended.

Contact:

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Term:

2017

Key Staff:

Sherri Gust
Desiree Martinez
Tim Spillane
Kim Scott

Services:

- Cultural Resources and Paleontological Record Searches
- Native American Heritage Commission Sacred Lands File Search
- Native American Consultation
- Field Survey
- DPR Series 523 forms
- Phase I Cultural and Paleontological Resources Assessment

Cultural Resources Assessment

Tustin Downtown Commercial Core Specific Plan, Tustin, Orange County, CA

As a subconsultant, Cogstone conducted a Phase I cultural resources assessments for the Tustin Downtown Commercial Core Specific Plan. The Specific Plan consisted of establishing the long-term vision and objectives for land use development and public improvements within Tustin's downtown. The Specific Plan established a comprehensive plan for the area that included a mix of land use, transportation, and infrastructure opportunities. The Project area consisted of approximately 220 acres, divided into six Development Areas. In order to meet the requirements of CEQA, the City requested an inventory of all historic buildings within the Development Areas.



Cogstone performed a cultural resources records search at the South Central Coastal Information Center to determine if any known cultural resources were present within the Project area. In addition, Cogstone utilized the Assessor's Parcel Number listings within the Project Area to develop a list of all buildings within the Development Areas, which totaled 274 properties with 236 buildings. Only two of the historic buildings had been formally recorded and evaluated on California Department of Parks and Recreation 523 forms and were listed on the California Register of Historical Resources and the National Register of Historic Places. Cogstone assisted the City with Native American consultations to meet the requirements of Assembly Bill 52 and SB 18 by requested a Sacred Lands File search from the Native American Heritage Commission.

The deliverable was a cultural resources assessment report with inventory of historic buildings and defined historic themes for the Specific Plan area. The report included an impact analysis and provided mitigation measures for the Specific Plan.

Contact:

Jeremy Krout
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Term:

2016-2017

Key Staff:

Sherri Gust

Services:

- Cultural Resources Record Search
- Native American Heritage Commission Consultation
- Historic Building Inventory
- Phase I Cultural Resources Assessment
- Impact Analysis & Mitigation Measures

On-Call Environmental and Regulatory Support

Riverside County Flood Control and Water Conservation District Banning, Norco, Hemet, and Mira Loma, CA

As prime contractor, Cogstone provided on-call environmental and regulatory support as requested by the District.



Task orders involved preparing mitigation plans, conducting awareness training, and providing archaeological and paleontological monitoring, short notice discovery response for excavation and construction for pipelines and storm drains, as needed.

North Norco Channel Stage II, Norco. Conducted **cultural and paleontological assessment** for CEQA Initial Study for

improvements to flood control channels and laterals. The 13-acre APE would be excavated to 11 feet. Conducted a records search, Native American tribal consultation, and intensive pedestrian survey. The entire project area was found to be previously disturbed; no cultural or paleontological resources were found.

Hemet MDP Line D, Stage 7, Hemet. Conducted a record search and field survey and prepared a **paleontological resources assessment report**. No paleontological resources are anticipated, thus Cogstone saved time and money by recommending that the portion of the project west of Station 180 be subject only to periodic spot checks by a qualified paleontologist to ensure that any subsurface sediment suitable for fossil preservation were recognized.

Orange Street Lateral, Stage 1, Lake Elsinore. Provided **cultural resource mitigation monitoring** during excavation for storm drains within Orange and Fairview Streets. Monitoring was required due to the project's proximity to a known prehistoric Pechanga Native American village. No resources were observed and nothing was recovered; prepared an archaeological resources monitoring compliance report.

Beach Street Storm Drain, Stage 1, Mira Loma. Prepared a **paleontological mitigation plan** to address potential impacts during construction activities for a proposed 6,100' alignment. Recommended paleontological awareness training for earthmoving personnel, random spot checks of the excavation, and on-call response to unanticipated discoveries due to low sensitivity for fossils.

Contact:

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Control and Water
Conservation District
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Term:

2011-2013

Key Staff:

Sherri Gust
Kim Scott

Services:

- Archaeological and Paleontological Record Searches
- Native American Heritage Commission consultation
- Native American consultation
- Field Survey
- DPR form
- Phase I Cultural and Paleontological Resources Assessment
- Paleontological Resources Management Plan
- Mitigation Monitoring with Implementation of Treatment and Management Plans
- Monitoring Compliance Report

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REFERENCES

Client Name & Project Location	Contact Name & Tel & Email	Brief Project Description
PLACEWORKS		
City of Newport Beach Uptown Newport EIR	Rosalinh Ung Associate Planner 949.644.3208 rung@newportbeachca.gov	A 25-acre project to introduce a high-density residential, mixed-use project—up to 1,244 residential units, 11,500 square feet of neighborhood-serving retail space, and two acres of park space—in the Airport Business Area of the city.
City of Laguna Niguel Agora Downtown EIR	John Morgan Planning Manager 949.362.4332 jmorgan@cityoflagunaniguel.org	EIR for the development of project to create a “downtown” environment that features specialty retail, restaurants, community-oriented event space, integrated residential homes, and extensive walkable open space plazas and squares.
City of Banning Rancho San Gorgonio Specific Plan EIR	Ernest Perea Project Manager 951.235.2436 eperea@jurupavalley.org	An EIR for a Specific Plan proposed to transform undeveloped grazing land in southern Banning into a residential community. This 831-acre master planned community supported up to 3,385 dwelling units, 210 acres of parks and open space, 9.3 acres of commercial use, and a school.
City of Irvine Irvine Business Complex Visioning Plan and EIR	Bill Jacobs, AICP CEP, CGBP, LEED GA Principal Planner 949.724.6521 bjacobs@ci.irvine.ca.us	A mixed-use community to provide Irvine’s growing population with high-quality, convenient housing and local jobs. A key component of the 2,800-acre plan is town centers: that is, high-density neighborhood hubs linking various segments of the project. Particular areas of challenge for the EIR were air quality, hazards, water, noise, land use compatibility, public services, and traffic.
City of Anaheim Anaheim Canyon Specific Plan EIR	Susan Kim Principal Planner 714.765.4958 skim@anaheim.net	Program EIR; for a 2,600 acre specific plan update consolidating two existing specific plans for a buildout year beyond 2040. The traffic analysis projected a net increase of 157,062 weekday ADT involving 84 intersections and 89 arterial segments. Other technical studies were: air quality and GHG, noise, Phase 0 environmental site assessment, sewer capacity study, and water supply assessment. Some project areas posed potential impacts to biological resources because of their proximity to the Santa Ana River, undeveloped but disturbed areas, and several county groundwater recharge basins.

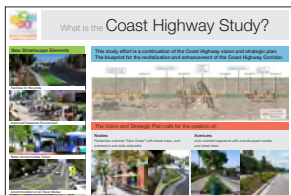
References



- 1. Client:** Los Angeles County Department of Regional Planning
Project: West Carson TOD Specific Plan
Contact: Maya Saraf, Regional Planning Assistant II
Address: 320 W Temple St, Los Angeles, CA 90012
Email: msaraf@planning.lacounty.gov
Telephone: (213) 974-6422



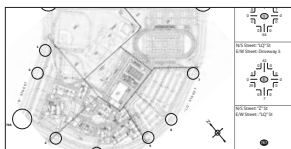
- 2. Client:** Orange County Transportation Authority
Project: OCTA Transit Center Modernization and Parking Management Study
Contact: Cliff Thorne, Department Manager, Maintenance
Address: 600 South Main St, Orange, CA 92863
Email: cthorne@octa.net
Telephone: (714) 560-5975



- 3. Client:** City of Oceanside
Project: Oceanside Parking Management Strategy
Contact: John Amberson
Address: 300 North Coast Hwy Oceanside, CA 92054
Email: jamberson@ci.oceanside.ca.us
Telephone: (760) 435-5091



- 4. Client:** City of Santa Ana
Project: Santa Ana Circulation Element Update
Contact: Melanie McCann, Project Manager
Address: 20 Civic Center Plaza, M-20 Santa Ana, CA 92701
Email: mmccann@santa-ana.org
Telephone: (714) 667-2746



- 5. Client:** Irvine Unified School District/Placeworks
Project: IUSD High School #5
Contact: Dana Grudem, Facilities Planning Manager
Address: 5050 Barranca Parkway Irvine, CA 92604
Email: DanaGrudem@iusd.org
Telephone: (949) 936-5327

Client Name & Project Location	Contact Name & Tel & Email	Brief Project Description
STANTEC CONSULTING		
City of Laguna Woods General Plan Update	Chris Macon City Manager 949.639.0525 cmacon@cityoflagunawoods.org	Traffic and transportation analysis in support of the City's update to their General Plan.
City of Lake Forest LFTM Program	David Rogers Traffic Engineering Manager 949.461.3485 drogers@lakeforestca.gov	Initial preparation and periodic updates of the City of Lake Forest Transportation Mitigation (developer traffic fee) program.
City of Laguna Niguel Agora Arts District	John Morgan Planning Manager 949.362.4332 jmorgan@cityoflagunaniguel.org	EIR traffic study for a 200 multi-family residential mixed-use project with 279,500 square feet of commercial specialty retail, restaurants, office and integrated community-oriented event space.
City of Tustin Tustin Legacy Specific Plan	Krys Saldivar Public Works Manager 714.573.3172 ksaldivar@tustinca.org	Traffic model forecasting and traffic studies for the 1,500 acre Tustin Legacy Specific Plan area.
City of Costa Mesa General Plan Update	Raja Sethuraman Public Services Director 714.754.5032 rsethuraman@ci.costa-mesa.ca.us	Traffic and transportation analysis in support of the City's update to their General Plan.
CADRE ENVIRONMENTAL		
County of Riverside Belle Terre SP/EIR	Harry Sandoval Ecological Resource Specialist 951.955.6441	MSHCP biological report for a 300-acre SP/EIR that included sections on mitigation measures for meeting MSHCP compliance.
County of Riverside Santa Rosa Academy Project	Laurie Dobson Correa Director of Reserve Management & Monitoring 951.955.8805	Burrowing owl surveys for 150 acres in the City of Murrieta, including nest monitoring, development of burrowing owl mitigation plan, and coordination with the City and County for relocation efforts.
City of Hemet Ramona Creek SP/EIR	Ronald K. Running City Planner 951.765.2393	DBESP documentation for 300-acre site to assess and mitigate project impacts to MSHCP riverine and vernal pools resources.
COGSTONE		
Riverside County Flood Control & Water Conservation District On-Call Environmental and Regulatory Support	Joan Valle Associate 951.955.8856 jvalle@rivco.org	provided On-Call environmental and regulatory support as requested by the District. Task order orders included preparing mitigation plans, conducting paleontological resources awareness training, and providing archaeological and paleontological monitoring during construction activities for pipelines and storm drains, as needed.
City of Laguna Beach Laguna Beach Village Entrance (LBVE) Project	Alan Ashimine Senior Associate, Michael Baker International 949.855.5710 aashimine@mbakerintl.com	Performed archaeological and paleontological resources assessments in compliance with CEQA including record searches, Native American consultation, survey, and prepared cultural and paleontological assessment reports with recommendations.
City of Irvine Jeffery Open Space Trail Project	Alan Ashimine Senior Associate, Michael Baker International 949.855.5710 aashimine@mbakerintl.com	Performed archaeological and paleontological resources assessments in compliance with CEQA including record searches, Native American consultation, survey, and prepared cultural and paleontological assessment reports with recommendations.
Los Angeles County Metropolitan Transportation Authority Purple Line Extension	Tom Kefalas Project Manager 213.922.4887 kefalasT@metro.net	Prepared the supplemental Archaeology and Architectural History reports and the cultural and paleontological sections of the FEIS/FEIR. Cogstone subsequently prepared the cultural and paleontological mitigation and monitoring plans for the entire project. Currently providing monitoring and all other cultural and paleontological services for Section One of the project.

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3. RFQ ATTACHMENTS

3. RFQ Attachments

DISCLOSURE OF RELATIONSHIPS

CITY OF LAGUNA HILLS DISCLOSURE EMPLOYMENT RELATIONSHIPS AND FINANCIAL INTERESTS

NAME OF CONSULTANT: PlaceWorks

DISCLOSURE - EMPLOYMENT RELATIONSHIPS
WITH CITY OFFICIALS OR CITY EMPLOYEES:

None

DISCLOSURE - FINANCIAL INTERESTS OF CITY
OFFICIALS OR CITY EMPLOYEES IN THE ENTITY:

None

I declare under penalty of perjury, under the laws of the
State of California, that the foregoing is true and correct.

Signed this 29th day of June, at Santa Ana,
California.

Name: JoAnn C. Hadfield

Title: Principal

Signature: 

CERTIFICATE OF NON-DISCRIMINATION

CITY OF LAGUNA HILLS CERTIFICATE OF NON-DISCRIMINATION

I hereby certify on behalf of PlaceWorks
(Consultant) that all persons employed by this company
are, and shall be treated fairly without regard to race, creed,
color, national origin, political affiliation, marital status, sex,
age, or disability, and in compliance with all Federal and
State laws prohibiting discrimination in employment,
including, but not limited to, the Civil Rights Act of 1964, the
Unruh Civil Rights Acts, and the Americans with Disabilities
Act.

Name: JoAnn C. Hadfield

Title: Principal

Signature: 

Date: June 29, 2018

LETTER OF ACCEPTANCE

PlaceWorks is willing to execute (with the exceptions shown below) the City's form Professional Services Agreement as attached as Appendix C to the Request for Qualifications for On-Call CEQA Consulting Services Issued June 1, 2018. As a Principal, I am authorized to bind PlaceWorks to the contents of this submittal.

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged negligent acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and reasonable attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless and indemnify the City, its officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the City.

Sincerely,

PLACEWORKS


JoAnn C. Hadfield

Principal, Environmental Services

3. RFQ Attachments

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APPENDIX

SAMPLE SCOPE OF WORK



November 2, 2015 (updated November 13, 2015)

Mr. Gregg Ramirez
Senior Planner
City of Newport Beach
100 Civic Center Drive
Newport Beach, CA 92660

Subject: Proposal for Preparation of an Environmental Impact Report for the Proposed Museum House Residential Project (P2015-1012S)

Dear Mr. Ramirez:

The City of Newport Beach is experiencing the market pressure for high-density residential development within commercial/institutional designated areas, along with increasing community scrutiny and opposition to this trend. PlaceWorks understands the planning and environmental dilemmas presented by recently proposed development, and looks forward to an opportunity to work with the City to complete efficient and defensible CEQA documentation for the Museum House Residential project within the Newport Center/Fashion Island planned community.

Our attached scope of work, cost estimate, and preliminary schedule for this project are based on taking advantage of our knowledge of Newport Beach, including the City's policies, regulations, and environmental procedures. Most importantly, it reflects efficiencies based on our recent work with the City on the General Plan Land Use Element Amendment Supplemental Environmental Impact Report (LUEA SEIR). Although we propose preparation of a Project EIR (as opposed to a Supplemental EIR), the Museum House project will rely, to the extent possible, on "incorporation by reference" to utilize information from the recent LUEA SEIR.

We are proposing the same project team that worked on the LUEA SEIR. JoAnn Hadfield will serve as Project Manager, Frances Ho as Assistant Project Manager, and Nicole Vermilion and Bob Mantey will provide technical support for Air Quality/Greenhouse Gases (AQ/GHG) and Noise, respectively. As with the LUEA SEIR, Cogstone is included on our team to address Cultural Resources, including an optional task to assist the City with tribal consultation pursuant to SB 18 and AB 52. As described in our Project Understanding, it is anticipated that the traffic study will be prepared under direct contract to the City, and remaining technical studies will be prepared by the Applicant's team.

We have provided an MS Project schedule detailing our assumptions to achieve certification of the EIR by July 2016. We have a proven track record with the City in attaining schedule objectives, and will work with you to refine this schedule as appropriate.

We appreciate the invitation to propose on the Museum House Residential Project and look forward to continuing our working relationship with the City of Newport Beach. If you have any questions regarding the contents of this proposal, please feel free to call JoAnn Hadfield at 714.966.9220. This proposal shall remain valid for a period of 90 days from the time of submittal.

Respectfully submitted,

PLACEWORKS

JoAnn C. Hadfield
Principal, Environmental Services

Introduction

We have divided our proposal into the following sections:

- » **Project Understanding.** Based on our familiarity with the City of Newport Beach—City staff, decision makers, processes, plans, and community—our review of the RFP, discussions with City staff, and research on the proposed Museum House Residential Project.
- » **Project Approach.** Based on our understanding of the City’s and Project Applicant’s objectives, and foresight based on our extensive CEQA experience.
- » **Scope of Work.** Includes PlaceWorks’ and Cogstone’s (subconsultant) detailed scope of services and methodology.
- » **Proposed Budget.** Customized to include each task/deliverable, optional tasks, reimbursables, and direct costs.
- » **Anticipated Schedule.** MS Project schedule organized consistent with the scope of services tasks, with task links as required to develop critical project path.

PROJECT UNDERSTANDING

Proposed Land Use

The 100-unit Museum House Residential Project—proposed by Related California Urban Housing, LLC (Project Applicant) for 850 San Clemente Drive—would introduce a residential condominium tower on the approximately two-acre site designated for institutional land use. The project would involve demolition of the existing, approximately 24,000-square-foot museum. Two levels of subterranean parking are proposed under the 295-foot-high tower, requiring approximately 36,000 cubic yards of soil export. Primary access will be at the intersection of San Clemente Drive and Santa Maria Road, with secondary service access from a new San Clemente Drive curb cut. Onsite common amenities are proposed to include a fitness room, spa, club room, library, view deck, and concierge.

Discretionary Approvals

The project will be processed in the context of, and require consistency with, the City’s General Plan and Zoning Code, and will require the following discretionary actions:

- » General Plan Amendment
- » Zoning Code Amendment/San Joaquin Planned Community Development Plan (PCDP) Amendment
- » Site Development Review
- » Vesting Tentative Tract Map
- » Development Agreement

Potential Controversy and Environmental Issues

The community sensitivity to new development within Newport Center/Fashion Island planning subarea is apparent based on recent proposals, including the proposed General Plan LUE Amendment and the Newport Center Villas projects. Both projects included introducing high-density residential development to this predominantly commercial and office center. Controversy has focused on the following environment-related issues:

- » **Aesthetics and character** – opposition has focused on increased heights, potential view blockage, and light intrusion.
- » **Traffic** – considerable opposition has centered around the potential impact to area-wide traffic congestion

These are anticipated to be key community issues for the Museum House Residential project. And similar to the GP LUE Amendment and Newport Center Villas project, it can be expected that organized, nonprofit environmental organizations will highly scrutinize the CEQA process and environmental documentation. Concise analysis and documentation will be required to address all CEQA topics, including:

- » The potential for unique physical resources to be uncovered onsite (cultural and paleontological resources).
- » Demolition and construction-related impacts, including Air Quality, Greenhouse Gas, Traffic, and Noise impacts.
- » Public Services impacts – fire, police, school and library services.
- » Consistency with applicable plan and policies (General Plan, Zoning Code/San Joaquin Plaza PCDP and John Wayne Airport's Airport Environs Land Use Plan [AELUP]).
- » Utility capacity, including available water supply, and water, sewer and waste water systems.

PROJECT APPROACH

Project EIR

Although it is likely that environmental impacts can be mitigated to less than significant and the project may be eligible for a Mitigated Negative Declaration (MND), preparation of an environmental impact report (EIR) will facilitate full public disclosure and participation as well as evaluation of project alternatives. Given that the proposed project would result in a substantial land use change for the project, including a significant increase in allowable building height, we believe an EIR is appropriate.

Our scope of work, therefore, reflects preparation of a comprehensive, project-level EIR encompassing environmental impacts resulting from planning, construction, and operation phases (CEQA Guidelines § 15161). Key to our approach in preparing efficient and legally defensible CEQA documentation is communication. Our approach will focus on the following:

- » **A complete and accurate project description.** Starting with the kick-off meeting, we will use the meeting to inquire and gain consensus on key project objectives and details. We will also use this opportunity to provide detailed data requests to obtain the information necessary for the comprehensive project description and technical analyses (e.g., air quality/GHG and noise).

- » **Impacts to consider existing museum operations.** CEQA requires that project impacts be evaluated in comparison to existing conditions (typically considered at the time the Notice of Preparation is issued). Assuming that the museum will be operational at the time the NOP is issued; all impact analysis will consider the “net” impact between proposed operations and the existing operation of the museum.
- » **Incorporation of previous Newport Beach LUEA Supplemental EIR information.** Given our recent work on the City’s LUEA Supplemental EIR (2014), we have a strong familiarity with local regulatory plans and policies unique to Newport Beach and the City’s existing conditions. We will not have to work from a blank slate, and much of the existing conditions language is ready to use for the Museum House EIR. This is essential to saving time and money in preparing the various CEQA documents.

For example, each of our EIR environmental topical sections begins with an “Environmental Setting” section that is divided into “Regulatory Background” (i.e., federal, state and local plans and policies) and “Existing Conditions.” These sections have not substantially changed; therefore, we will be able to use language from the LUEA Supplemental EIR and minimize research and writing. The sections will only need to be supplemented with site-specific existing conditions (e.g., cultural resources, hazards, noise, public services and traffic conditions within the project area).

We will also be able to quickly prepare City-formatted notices (i.e., Notice of Preparation, Notice of Availability, and Notice of Determination) and related distribution lists from the previous LUEA Supplemental EIR. Additionally, our GIS team has data specific to the City that will help us create EIR graphics more quickly and efficiently. Overall, we have a recent, legally defensible and comprehensive EIR on hand to work from, which will make preparing the Museum House EIR much more time- and cost-efficient.

- » **Effective Coordination.** As noted above, communication is key. We propose the following to foster strong coordination:
 - **Assigned Project Manager and Assistant Project Manager.** Both our Project Manager (PM), JoAnn Hadfield, and Assistant PM, Frances Ho, will be integrally involved throughout the process. JoAnn will be the key day-to-day contact and manager, and Frances will be the second contact, available and knowledgeable in the event JoAnn is not immediately available to respond to City requests and questions. Protocol will be established to cc JoAnn and Frances on all project communication.
 - **Contact Sheet.** At the onset of the project, PlaceWorks will provide the City with a comprehensive contact list with phone numbers and email addresses for the expanded project team, including information provided for the City, Project Applicant and their consultants, and the PlaceWorks project team (including Cogstone).
 - **Meeting Agendas and Minutes.** We will prepare formal meeting agendas (to be reviewed by the City’s Project Manager before the meeting) and meeting minutes for each project meeting, documenting the attendees, discussion items and summary, and action items.
 - **Schedule Adherence.** This proposal includes an MS Project schedule based on the City and Project Applicant’s objective to expedite the CEQA process. Based on information provided at the kick-off meeting, we will refine and add detail to this schedule. It will be maintained and updated, as applicable, throughout the CEQA process and provided to the City and project team.

- **Project Budget Control.** We utilize Deltek software for detailed project accounting. This allows us to plan staff hours from the outset of the project by task and to track these hours on a weekly basis. We will coordinate with the City's Project Manager at the initiation of the project to determine the level of detail and timing for provision of budget status information.
- **Legal Defensibility.** We will assure strict adherence to CEQA requirements, including noticing and timelines. William Halligan, Esq. and Nicole Morse, Esq., our in-house CEQA attorneys are available for ongoing consultation should any legal questions arise. As appropriate and directed by City Planning Staff, we will also consult with the City's Attorney regarding any potential issues and questions.

Use of Applicant- and City-Contracted Studies

Based on our discussion with the City, we understand that the following studies will be provided by the Project Applicant:

- » Water Quality Management Plan
- » Geotechnical Study
- » Civil Engineering Plans (e.g., hydrology plan, drainage plan, etc.)

Additionally, based on follow-up questions submitted on the RFP, the applicant will be required to submit a detailed visual analysis and may be required to provide additional technical studies, including a Phase I hazards assessment.

It is also our understanding that a traffic impact assessment (TIA) will be prepared under contract to the City. The TIA will include analyses for both CEQA thresholds and the City's Traffic Phasing Ordinance.

Our proposed scope of work assumes that the reports will be prepared by credentialed professionals and will adequately address potential environmental impacts of the project. If, based on our review, it is determined that any supplemental analysis is required, we will consult with the City to request clarification or additional analyses from the consultants, or alternatively, provide an estimate to prepare the supplemental analysis.

Scope of Work

CEQA TASKS

The Museum House Residential Project EIR will meet all the requirements in the California Environmental Quality Act (Public Resources Code §§ 21000 et seq.) and the State CEQA Guidelines (California Code of Regulations §§ 15000 et seq.). It is proposed as a "Project EIR" in accordance with CEQA Guidelines Section 15161 and will examine "all phases of the project including planning, construction, and operation." Specific tasks are as follows.

Task 1 Project Initiation/Kick-off Meeting

PlaceWorks will conduct a site visit, review available materials and reports, and attend one project initiation/kick-off meeting with City staff and Project Applicant. Our PM and Assistant PM will attend the project kick-off meeting at the City to discuss the proposed project and confirm the project approach, scope, and schedule. This discussion should include known issues and opportunities as observed by City Planning Staff, Project Applicant, and the consultant team. We will also identify the information and technical studies required from the City and/or Project Applicant, including but not limited to:

- » Full project characteristics, including the grading, landscape, building, and lighting plans.
- » Construction schedule and list of construction equipment to be used.
- » All technical studies and information provided by the Project Applicant, as detailed under “Use of Applicant and City-Contracted Studies”
- » Use of studies provided by Project Applicant.

At this meeting, we will also ask City staff for their insight regarding the history of the project site and this proposal, potential environmental issues, controversy, and specific understanding and knowledge of similar projects in the City (including the Newport Center Villas Residential Project).

Task 2 Initial Study/Notice of Preparation

The Initial Study will include a comprehensive project description and analyze each topical area of the CEQA Appendix G checklist, as follows.

- | | |
|-----------------------------------|---------------------------------|
| » Aesthetics | » Land Use and Planning |
| » Agricultural/Forestry Resources | » Mineral Resources |
| » Air Quality | » Noise |
| » Biological Resources | » Population and Housing |
| » Cultural Resources | » Public Services |
| » Geology/Soils | » Recreation |
| » Greenhouse Gas Emissions | » Transportation/Traffic |
| » Hazards/Hazardous Materials | » Utilities and Service Systems |
| » Hydrology/Water Quality | |

Findings will be clearly substantiated for each checklist question to conclude either no impact, less than significant impact, or potentially significant impact. At this time it is anticipated that the only complete CEQA topics that will be eliminated from further review (not carried through to the EIR) will be Agriculture/Forestry Resources, Biological Resources, and Mineral Resources. However, individual subtopics and impact statements may also be eliminated from further review in the EIR. For example, under Hydrology/Water Quality, the proposed project is not located in a 100-year flood hazard area and therefore would not place housing or structures in a flood hazard area. And under Population and Housing, the project would not displace existing housing or people and necessitate the construction of replacement housing elsewhere. The EIR, however, will include Hydrology/Water Quality and Population and Housing chapters to address the remaining checklist questions.

PlaceWorks will prepare the draft Notice of Preparation (NOP) and submit it for review and approval by the City. After City approval of the NOP, PlaceWorks will copy and distribute the NOP and Initial Study to state and local agencies, surrounding property owners, and other special interest groups or individuals identified by the City. The NOP will clearly identify the time period, contact person, and address established for submitting responses.

Deliverable(s):

- 3 hard copies and 1 CD of the Screencheck Draft IS/NOP
- 5 hard copies and 25 CDs of the IS/NOP for distribution
- Certified mailing to agencies and general public
- Certified mailing to State Clearinghouse for circulation to state agencies

Task 3 Public Scoping Meeting

Pursuant to CEQA Guidelines, Section 15082 (c)(1), at least one public scoping meeting is required for projects of statewide, regional or areawide significance. By the definition included in CEQA Guidelines Section 15082(b)(1), the Museum House Residential project meets this definition because it includes a proposed General Plan Amendment for which an EIR will be prepared.

PlaceWorks will assist the City in organizing and conducting one public scoping meeting to present the preliminary environmental impacts of the proposed project and to solicit comments regarding the scope and content of the environmental issues to be addressed in the EIR. We will prepare a PowerPoint presentation for the meeting to be reviewed by the City prior to finalization. At the meeting, we will be prepared to discuss the environmental review process and to answer specific questions, as desired by the City. It is recommended that the scoping meeting be held one or two weeks after the release of the NOP, so the public has time to review the document and voice their concerns about potential environmental issues. After the meeting, we will prepare a summary of comments that will ultimately be included in the EIR with references to where each comment is addressed or explanation of why it is not addressed (e.g., not an environmental issue).

Deliverable(s):

- Preparation and participation at scoping meeting
- Scoping meeting agendas and public comments received
- Public handouts of exhibits, PowerPoint slides, comment cards (up to 50 copies)

Task 4 Screencheck Draft EIR

A project-level EIR will be prepared and include the following sections in accordance with the CEQA Guidelines:

- | | |
|---|--|
| » Executive Summary | » Cumulative Impacts |
| » Introduction | » Consideration of Significant Effects |
| » Project Description | » Project Alternatives |
| » Environmental Setting | » Organizations and Persons Consulted |
| » Discussion of Existing Conditions, Environmental Impacts, and Mitigation Measures | » Other CEQA-Mandated Sections |

As required by CEQA, PlaceWorks will also address potential Energy impacts pursuant to Appendix F. Energy will be addressed in a separate section, "Other CEQA Considerations."

Key to a defensible and flexible EIR for implementation of the Museum House Residential Project will be a comprehensive project description. Each topical section of the document will: (a) describe existing environmental conditions and pertinent regulatory policies and programs that apply to this project, (b) define the criteria by which impacts will be determined to be significant, (c) determine the environmental changes that would result from the

project, (d) evaluate the significance of those changes with respect to the impact significance criteria (thresholds), (e) define mitigation measures to reduce or avoid all potentially significant adverse impacts, and (f) provide a conclusion as to whether significant impacts would remain, even after successful implementation of recommended mitigation measures. A conservative scenario approach will be followed for all analyses in the EIR to provide legal defensibility.

As indicated above, it is anticipated that all CEQA topical sections, with the exception of Agriculture/Forestry Resources, Biological Resources, and Mineral Resources, will be carried through and included in the EIR. Analysis and findings of technical studies will be incorporated into the EIR. Completed technical studies (for stand-alone reports) and supporting modeling information (Air Quality, Noise, GHG inventory) prepared by PlaceWorks and the Project Applicant will be included in the EIR appendices.

Consideration of Significant Effects: As required by CEQA, the EIR will identify and focus on the significant effects of the project and include the following discussions as required by CEQA Guidelines Section 15126.2:

- » Effects Not Found to Be Significant
- » Significant Unavoidable Impacts
- » Significant Irreversible Changes
- » Growth-Inducing Impacts

Alternatives to the Proposed Project: Based on our knowledge of the community and familiarity with the project's potential environmental issues, we understand that the alternatives for the Museum House Residential Project will need to be carefully crafted. Alternatives will be defined and analyzed in compliance with Section 15126(d) of the CEQA Guidelines and in consultation with City staff (and the Project Applicant, as appropriate). As required, the EIR will analyze the "No Project/Existing Land Use Designation (PI)" alternative along with a reasonable number of additional alternatives. The EIR Alternatives section will also assess the potential for the development to occur at an alternative site within the City. Development alternatives will be determined based on the environmental impacts of the project as proposed and may include a Reduced Intensity Alternative, Alternative Design (e.g., two lower buildings instead of one high-rise), etc.

Alternatives will be selected on the basis of their ability to: (1) avoid or reduce one or more of the project's significant impacts; and (2) feasibly attain most of the basic objectives of the project. Alternatives considered but eliminated from further consideration will also be documented. The environmentally superior alternative will be identified; if it is the No Project Alternative, then one of the development alternatives will be identified as environmentally superior to the others.

Deliverable(s):

- 5 hard copies and 1 CD of the Screencheck Draft EIR

Task 5 Draft Environmental Impact Report (DEIR)

It is assumed the City will provide one consolidated set of written comments on the Screencheck EIR to PlaceWorks. As appropriate, PlaceWorks' project manager will meet with City staff to discuss and resolve any major areas of concern and clarify areas of misunderstanding, etc. We will follow up with City departments or other agencies as necessary to respond to City staff comments. Upon acceptance of the document as a Draft EIR, PlaceWorks will reproduce and distribute it to the State Clearinghouse, responsible and trustee agencies, and other special interest groups and individuals identified on a distribution list to be developed in consultation with the City.

PlaceWorks will prepare the Notice of Completion (NOC) for City approval and signature. We will also prepare the Notice of Availability (NOA) for City approval for distribution by the City.

Deliverable(s):

- 20 hard copies of the Draft EIR with CDs of technical appendices in the back cover
- 15 hard copies of the Executive Summary (for the State Clearinghouse)
- 25 CDs of the Draft EIR and technical appendices for distribution
- Preparation of the NOA and NOC
- Certified mailing to agencies and general public

Task 6 Final EIR: Response to Comments and Revisions to Draft EIR

Response to Comments received on the Draft EIR will be prepared in accordance with CEQA Guidelines Section 15089. Following receipt of all comments on the Draft EIR, written responses will be prepared for each comment. A Response to Comments section will be created for the Final EIR and will contain an introduction describing the public review process for the Draft EIR, copies of all comment letters, and written responses to all comments. Responses will focus on comments that address the adequacy of the Draft EIR. Comments that do not address EIR adequacy will be noted as such and no further response will be provided unless deemed necessary by the City. Responses will be prepared by PlaceWorks with input from our technical specialists, as needed.

Although the level of comment for an EIR cannot be predicted, an estimated budget for responses to comments has been established to cover efforts by any member of the consulting team. The estimated budget assumes that no additional basic research will be required to respond to comments, and that the comments will be directed at the substance and technical adequacy of the EIR. PlaceWorks assumes that the Project Applicant's technical consultants will respond to comments related to the adequacy of their studies. Modification to the scope of work, budget, and time frame may be necessary if comments received from agencies or the general public require substantially increasing the scope of impacts and issues addressed in the EIR. The Final EIR will also include any revisions, updates, or corrections needed to respond to comments or address minor errors in the Draft EIR.

PlaceWorks will revise the Responses to Comments based on revisions provided by the City. Responses to Comments from responsible agencies will be distributed a minimum of 10 days prior to consideration of the Final EIR by the City Council.

Deliverable(s):

- 5 hard copies and 1 CD of the Screencheck Final EIR
- Distribution of the Response to Comments to Commenting Agencies
- 10 hard copies and 1 CD of the Final EIR (MMRP as described below to be included in this deliverable)

Task 7 Mitigation Monitoring and Reporting Program

A Mitigation Monitoring and Reporting Program (MMRP) will be prepared, pursuant to Section 21081.6 of the Public Resources Code. It will be presented in standard City format and will identify the significant impacts that would result from the project, proposed mitigation measures for each impact, the times at which the measures will need to be conducted, the entity responsible for implementing the mitigation measure, and the City department or other agency responsible for monitoring the mitigation effort and ensuring its success.

Deliverable(s):

- 10 hard copies and 1 CD of the MMRP (to be included with Task 6 deliverables)

Task 8 Findings of Fact and Statement of Overriding Considerations and NOD

The Findings of Fact (FOF) will be prepared consistent with the requirements of CEQA. The draft FOF will be distributed to the City for review and comment. If required, we will prepare a Statement of Overriding Considerations (SOC) for the project, consistent with the requirements of CEQA.

Notice of Determination: A draft Notice of Determination (NOD) will be prepared for review by the City. After the City takes action on certifying the Final EIR and approving the project, the NOD will be filed with the Office of Planning and Research (OPR) and the Orange County Clerk. It is assumed the City will provide a check to PlaceWorks for County (\$50 administration fee) and CDFW filing (\$3,070).

Deliverable(s):

- 2 hard copies and 1 CD of the Draft FOF and SOC
- Notice of Determination and County Clerk/CDFW filing

Task 9 Meetings/Public Hearings

Our scope of work includes attendance at the following meetings and public hearings. In addition, we have included coordination meetings with the City via conference call:

- » Kick-off meeting (PM, Assistant PM and/or technical specialist, cost included in Task 1)
- » 1 Public Scoping Meeting (PM and Assistant PM, cost included in Task 3)
- » 2 City Coordination Conference Calls (PM)
- » 2 City Coordination Meetings (PM)
- » 4 Public Hearings (Assumed 2 Planning Commission and 2 City Council Hearings) (PM)

Additional meeting attendance by PlaceWorks or attendance by other members of the consultant team will be billed on a time-and-materials basis in accordance with the hourly rates for the personnel involved.

Task 10 Project Management

As described in the Project Approach, PlaceWorks will coordinate closely with the City to ensure that the EIR and associated documents are legally defensible, accurate, and useful to decision makers when considering the approval of the project. Project management responsibilities include: task scheduling and assignment; management of resources; monitoring of costs and schedule adherence; management and coordination of subconsultants, including contract administration and accounting; consultation and coordination with local and state entities relative to the environmental review process; and coordination and communications with the City's project team to ensure compliance with policies, procedures, and any applicable codes. This task is based on an estimated hours/week for the estimated schedule in this proposal for the PM. If this schedule is extended beyond the control of PlaceWorks, a budget augment may be requested for this task.

TECHNICAL STUDIES

PlaceWorks Technical Studies

Air Quality and Greenhouse Gas Emissions

PlaceWorks will prepare a technical analysis to evaluate potential air quality and GHG emissions impacts associated with the proposed Museum House Residential Project. Impacts will be based on the current methodology of the South Coast Air Quality Management District (SCAQMD) for projects within the South Coast Air Basin (SoCAB). The analysis, to the extent possible, will incorporate data and information PlaceWorks previously compiled in preparing the air quality and GHG emissions analysis for the City's LUE Amendment Supplemental EIR. Modeling will be conducted using the California Emissions Estimator Model (CalEEMod). The results of the analysis will be summarized in the EIR and modeling included as an appendix.

Construction Phase: The analysis will calculate construction emissions related to demolition of the existing Orange County Museum of Art (OCMA) building and development of the proposed 100-unit multistory residential building. The construction phase regional emissions inventory will be based on the construction schedule, including duration for each construction subphase, anticipated equipment for each subphase, and estimated earthwork movement and demolition debris, as provided by the Project Applicant. Construction activities will also include substantial export for the proposed two levels of subterranean parking. Soil export volumes, haul truck capacity, and duration of haul activities information verified and provided by the Project Applicant will be incorporated into the model. Project-related construction emissions will be compared to the SCAQMD regional significance construction thresholds.

Localized air pollution impacts from construction equipment exhaust and fugitive dust will be compared to SCAQMD's screening-level localized significance thresholds (LST) for their potential to elevate concentrations of air pollutants at the adjacent land uses surrounding the project site. Mitigation measures will be identified, as necessary, to reduce any potentially significant regional and/or localized air quality impacts.

Operational Phase: The air quality and GHG emissions analysis will provide a quantified estimate of the increase in long-term emissions from buildout of the mixed-use project in comparison to existing operations of the museum. The emissions estimates will be based on project-related trip generation provided by the traffic consultant, area sources (i.e., landscaping fuel, architectural coatings, consumer products), energy sources (i.e., natural gas consumption, electricity use), water use and wastewater generation, and solid waste disposal. Total emissions from construction activities will be amortized into the GHG emissions inventory. Current emissions associated with the existing OCMA building will also be evaluated. Overall, the net criteria air pollutant and GHG emissions will be compared to the SCAQMD's significance thresholds. Mitigation measures will be incorporated, as necessary, to reduce potentially significant GHG impacts of the project. Additionally, consistency of the project's regional emissions will also be evaluated against the SCAQMD Air Quality Management Plan.

Other Areas of Impact: The SoCAB is currently designated nonattainment under the National and/or California ambient air quality standards (AAQS) for ozone (O₃), fine inhalable particulate matter (PM_{2.5}), coarse inhalable particulate matter (PM₁₀), and lead (Los Angeles County only). The SCAQMD has adopted the 2012 Air Quality Management Plan (AQMP) to ensure the SoCAB can attain the long-term National and California AAQS. The analysis will include a consistency evaluation of the project's regional emissions to SCAQMD's AQMP. The SoCAB has been designated in attainment for carbon monoxide (CO) under both the California and National AAQS. Therefore, the air quality analysis will include only a qualitative assessment of CO hotspots. A qualitative assessment of potential odor generation will also be included. Finally, the air quality analysis will include a qualitative discussion on the compatibility of the proposed project to the surrounding uses from an air quality perspective.

Project Consistency with Plans Adopted to Reduce GHG Emissions: The GHG analysis will include a discussion on the GHG reduction goals of Assembly Bill 32 (AB 32) and Senate Bill 375 (SB 375). To achieve the GHG reduction targets of AB 32, the California Air Resources Board (CARB) prepared the 2008 Scoping Plan and a 2014 Update to the Scoping Plan. In addition, the Southern California Association of Governments (SCAG) adopted the 2012 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) to ensure that the southern California region can attain the regional transportation-related GHG reduction goals of SB 375. Project consistency with these statewide and regional GHG emissions reduction strategies will be reviewed.

Deliverable(s):

- Air Quality and GHG Emissions Analysis, to be included as an appendix to the EIR

Noise and Vibration Analysis

PlaceWorks will evaluate potential noise and vibration impacts for the construction and operational phases of the proposed Museum House Residential Project in comparison to existing operations of the museum. We will use our experience and knowledge of similar noise environments to characterize the existing conditions for the project area, with particular attention being paid to the traffic flows on San Joaquin Hills Road, Santa Cruz Drive, San Clemente Drive, Santa Barbara Drive, and Jamboree Road. Additionally, PlaceWorks will leverage, to the extent applicable, our previous experience working within the 2006 General Plan, as well as our preparation of the recent Newport Beach LUEA Supplemental EIR.

PlaceWorks will assess temporary noise and vibration impacts during demolition and project construction activities using industry-standard analysis techniques and the scheduling, equipment mix, hauling, and truck trip information provided by the Project Applicant. Particular attention will be paid to the relatively large excavation effort, the subterranean facilities, and the substantial foundations needed for the multistory condominium tower.

Long-term, operational noise impacts will be primarily related to project-generated traffic flows. Traffic noise impacts to uses along nearby roadway segments will be assessed with input parameters based on traffic forecasts included in the project's traffic study and will be assessed using a version of the U.S. Federal Highway Administration (FHWA) Traffic Noise Model. Other ongoing noise sources at the site (e.g., HVAC units, maintenance activities, and periodic truck movements) are expected to be of secondary importance to the traffic impacts and will be discussed qualitatively.

Land use compatibility with respect to noise will be assessed based on future traffic noise projections for local roads. Compatibility with respect to aircraft facilities will be evaluated. While the project site is within the AELUP for John Wayne Airport, it is outside of 65 dBA CNEL aircraft noise contour and, as a result, should not experience airport-related noise impacts. Thus, potential aircraft noise intrusion will be accounted for qualitatively. Likewise, there are no rail lines in the vicinity of the project site, and rail noise can be dismissed from detailed assessments. Compatibility with state interior sound insulation standards will be made assuming typical architectural attributes for multifamily facilities.

Potential noise and vibration impacts will be evaluated according to applicable City of Newport Beach noise and vibration criteria in the City's General Plan and Municipal Code. Mitigation measures to reduce noise and vibration impacts will be recommended, as necessary, to reduce potential impacts to less than significant levels.

The findings of the noise and vibration analyses and impact assessment will be provided in the EIR, and pertinent calculations and technical information will be provided in an appendix.

Deliverable(s):

- Noise and Vibration Analysis, to be included as an appendix to the EIR

Subconsultants Technical Studies**Cultural Resources – Cogstone*****Technical Memorandum***

Cogstone prepared the cultural resources study for the 2014 Newport Beach LUEA Supplemental EIR. Findings from the study and EIR concluded that the project would have a less than significant impact on historical, archaeological, and paleontological resources and human remains upon implementation of existing regulations. Therefore, cultural impacts of the Museum House Residential project are also anticipated to be less than significant.

Cogstone will rely on the previous literature search (Historical Resources Information System and South Central Coastal Information Center records) to prepare the site-specific memorandum for the Museum House Residential Project. Mitigation will be refined as appropriate to reflect the proposed project and excavation activities.

Cogstone will also utilize the previous paleontological records search obtained from the Natural History Museum of Los Angeles County and literature review from the Newport Beach LUEA project to address potential paleontological impacts. Cogstone will customize the report to reflect resources near the site, and the propensity for fossils within local geologic formations.

Since the proposed project includes a General Plan Amendment, it is subject to SB 18 tribal consultation requirements. It is also subject to the recently adopted AB 52, which requires the CEQA document (ND, MND, or EIR) to address potential impacts to tribal cultural resources and the City to participate in consultation if requested by tribes. Cogstone's technical memorandum will include the evaluation of potential impacts to Tribal Cultural Resources required under AB 52. This will include contacting the Native American Heritage Commission (NAHC) to obtain a review of the Sacred Lands File.

SB 18/ AB 52 Tribal Consultation Assistance

Cogstone will assist the City in tribal consultation per Senate Bill 18 (SB 18) and Assembly Bill 52 (AB 52) The Sacred Lands File will be reviewed to prepare the Tribal Cultural Resources assessment as noted above. This task will also include contacting the NAHC to request a list of tribes per SB 18 and coordinating with the City regarding any tribes that have requested project notification per AB 52. The NAHC will determine if any NAHC-listed Native American sacred lands are within or adjacent to the project area.

Steps for SB 18 and AB 52 include: 1) submit the combined SB 18/AB 52 request to the NAHC on behalf of the City, 2) upon receipt of response, prepare tribal letters that summarize the known cultural information and invite the tribes to consult with the City, 3) provide these letters to the City for printing on their letterhead and distribute by certified mail. Tribes may choose to consult via mail or in-person meeting. Cogstone can also provide assistance with meetings. This scope of work includes up to two consultation meetings with the City. However, additional consultation, including a discussion of potential impacts to Tribal Cultural Resources and possible mitigation measures, are not included in this scope of work. Should additional consultation be requested, Cogstone can assist the City by recommending an outreach and consultation strategy and coordinating and attending any additional requested meetings. Follow up consultation beyond the tasks outlined here would be addressed on a time and material basis.

Deliverable(s):

- Cultural Resources Technical Memorandum, to be included as an appendix to the EIR
- Letter templates and instructions on contacting AB 52–specific Native American tribes
- Up to 2 consultation meetings with City and tribal groups

Proposed Budget

The attached budget is proposed by the PlaceWorks team for the Museum House Residential Project EIR. The proposed scope of work will require \$119,671, billed on a time and materials basis and based on PlaceWorks' 2015 Standard Fee Schedule, shown in Table 1. The budget has been customized to show each CEQA compliance task separately. The proposed budget also includes all costs for labor and expenses (direct costs), including reproductions, travel, communications, and materials and supplies.

Table 1. PlaceWorks – 2015 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	\$190–\$250
Associate Principal	\$175–\$200
Senior Associate/Senior Scientist	\$145–\$180
Associate/Scientist	\$110–\$150
Project Planner/Project Scientist	\$90–\$115
Planner/Assistant Scientist	\$75–\$95
Graphics Specialist	\$60–\$95
Clerical/Word Processing	\$40–\$110
Intern	\$50–\$70

Subconsultants are billed at cost plus 10%.

Mileage reimbursement rate is the standard IRS-approved rate.

Anticipated Schedule

PlaceWorks keeps our projects on track by preparing and sharing detailed project schedules prepared with Microsoft Project schedule software. The attached preliminary schedule is based on our current understanding of the project and status of information. For purposes of the schedule, we assume that the technical information and studies to be provided by the Project Applicant and City traffic consultant—including geotechnical, Phase I (hazards), Water Quality Management Plan, civil engineering plans, and shade/shadow analysis—will be available at project kick-off. It is also anticipated that the traffic impact assessment will be the critical path for the EIR. Other assumptions are as detailed on the schedule. We will update and refine this schedule based on details provided at the kick-off meeting. Moreover, this base schedule will be used and updated throughout the project and shared with all team members.

PLACEWORKS TEAM

City of Newport Beach - Museum House Residential Project EIR

COST PROPOSAL - Revised November 13, 2015

		Hadfield	Vermilion	Manley	Sotelo	Milroy	Vang	Ho	Chen	Foley	Froelich	Nakama	Munoz	PlaceWorks Hours	PlaceWorks Cost	Cogstone Resources	Total Subs ¹	TOTAL COST
Task	Description	Project Manager	AQ/GHG	Noise	Transportation/ Traffic	Assoc. Planner	AQ/GHG	Asst. PM/ Planner	AQGHG/ Traffic	Noise	Editor	Graphics	WP					
Hourly Rate:		\$215	\$180	\$165	\$145	\$115	\$105	\$95	\$85	\$80	\$105	\$80	\$80					
CEQA TASKS																		
TASK 1. PROJECT INITIATION/KICK-OFF MEETING																		
1.1	Meeting Attendance	2						2						4	\$620		\$0	\$620
1.2	Project Description	2						8				6		16	\$1,670		\$0	\$1,670
Task 1. Subtotal		4	0	0	0	0	0	10	0	0	0	6	0	20	\$2,290	\$0	\$0	\$2,290
TASK 2. INITIAL STUDY/NOTICE OF PREPARATION																		
2.1	Screencheck Initial Study and NOP	6						40			8	8	8	70	\$7,210		0	7,210
2.2	Revisions to Screencheck	2						6			4			12	\$1,420		0	1,420
2.3	NOP Distribution							2						2	\$190		0	190
Task 2. Subtotal		8	0	0	0	0	0	48	0	0	12	8	8	84	\$8,820	\$0	\$0	\$8,820
TASK 3. PUBLIC SCOPING MEETING																		
3.1	Scoping Meeting (incl. powerpoint, materials, attendance)	6						8						14	\$2,050		0	2,050
Task 3. Subtotal		6	0	0	0	0	0	8	0	0	0	0	0	14	\$2,050	\$0	\$0	\$2,050
TASK 4. SCREENCHECK DRAFT EIR																		
4.1	Aesthetics	8						16						24	\$3,240		0	3,240
4.2	Agriculture/Forestry Resources													0	\$0		0	0
4.3	Air Quality (see technical studies)	2												2	\$430		0	430
4.4	Biological Resources													0	\$0		0	0
4.5	Cultural Resources	2						8						10	\$1,190		0	1,190
4.6	Geology and Soils	2				16								18	\$2,270		0	2,270
4.7	Greenhouse Gas Emissions (see technical studies)	2												2	\$430		0	430
4.8	Hazards and Hazardous Materials	2				16								18	\$2,270		0	2,270
4.9	Hydrology and Water Quality	2				12								14	\$1,810		0	1,810
4.10	Land Use and Planning	4						20						24	\$2,760		0	2,760
4.11	Mineral Resources													0	\$0		0	0
4.12	Noise (see technical studies)	2												2	\$430		0	430
4.13	Population and Housing	2						16						18	\$1,950		0	1,950
4.14	Public Services	2						24						26	\$2,710		0	2,710
4.15	Recreation	2						12						14	\$1,570		0	1,570
4.16	Transportation and Traffic	4			24									28	\$4,340		0	4,340
4.17	Utilities and Service Systems	4						24						28	\$3,140		0	3,140
4.18	Misc Sections (Signif Unavoid/Growth Inducing, etc.)	2						16						18	\$1,950		0	1,950
4.19	Project Alternatives	16			8	4		24						52	\$7,340		0	7,340
4.20	QA/QC, Editing, Word Processing, Graphics										24	24	24	72	\$6,360		0	6,360
Task 4. Subtotal		58	0	0	32	48	0	160	0	0	30	24	30	370	\$44,190	\$0	\$0	\$44,190
TASK 5. DRAFT EIR																		
5.1	Revisions to Screencheck Draft EIR	8		2	8			16			8	4	4	50	6,210		0	6,210
5.2	NOA/NOC Distribution				1			4						5	\$25		0	\$25
Task 5. Subtotal		8	0	2	9	0	0	20	0	0	8	4	4	55	\$6,735	\$0	\$0	\$6,735
TASK 6. FINAL EIR: RESPONSE TO COMMENTS/ERRATA																		
6.1	Response to Comments	24	2	2	12			20						60	9,490		0	9,490
6.2	Revisions to Draft EIR				4			8						12	1,340		0	1,340
6.3	Final QA/QC, Editing and WP	2									6	2	6	16	1,700		0	1,700
Task 6. Subtotal		26	2	2	16	0	0	28	0	0	6	2	6	88	\$12,530	\$0	\$0	\$12,530
TASK 7. MITIGATION MONITORING REPORTING PROGRAM																		
7.1	MMRP	1						2			1		1	5	\$590		0	\$590
Task 7. Subtotal		1	0	0	0	0	0	2	0	0	1	0	1	5	\$590	\$0	\$0	\$590
TASK 8. FINDINGS OF FACT/STATEMENT OF OVERRIDING CONSIDERATIONS/NOD																		
8.1	Findings of Fact	2						16						18	\$1,950		0	\$1,950
8.2	Statement of Overriding Considerations (if required)	2						2						4	\$620		0	\$620
8.3	NOD							2						2	\$190		0	\$190
Task 8. Subtotal		4	0	0	0	0	0	20	0	0	0	0	0	24	\$2,760	\$0	\$0	\$2,760
TASK 9. MEETINGS AND PUBLIC HEARINGS																		
9.1	Conference Calls and Meetings (2 calls and 2 meetings)	6						2						8	\$1,480		0	\$1,480
9.2	Public Hearings (2 hearings)	8												8	\$1,720		0	\$1,720
Task 9. Subtotal		14	0	0	0	0	0	2	0	0	0	0	0	16	\$3,200	\$0	\$0	\$3,200
TASK 10. PROJECT MANAGEMENT																		
10.1	Project Management and Coordination (9 months)	54												54	\$11,610		0	\$11,610
Task 10. Subtotal		54	0	0	0	0	0	0	0	0	0	0	0	54	\$11,610	\$0	\$0	\$11,610
TECHNICAL STUDIES																		
PLACEWORKS TECHNICAL STUDIES																		
	Air Quality/GHG		14						68		4	4		90	9,040		0	9,040
	Noise and Vibration			14						48				62	6,150		0	6,150
PlaceWorks Technical Studies. Subtotal		0	14	14	0	0	0	0	68	48	4	4	0	152	15190	\$0	\$0	\$15,190
SUBCONSULTANTS TECHNICAL STUDIES (COGSTONE)																		
	Cultural Resources Technical Memorandum													0	0	1,560	1,716	1,716
	SB 18/AB 52 Tribal Consultation Assistance													0	0	1,200	1,320	1,320
Subconsultants Technical Studies. Subtotal		0	0	0	0	0	0	0	0	0	0	0	0	0	0	2760	3036	3036
LABOR - SUBTOTAL		183	16	18	57	48	0	298	68	48	61	48	49	882	\$109,965	\$2,760	\$3,036	\$113,001
REIMBURSABLES																		\$6,670
GRAND TOTAL																		
REIMBURSABLES																		
		Overnight Mailing	Certified Mailing	Initial Study	DEIR	FEIR	ES	CD	FOF/SOC									
	Cost:	\$20	\$6	\$25	\$150	\$50	\$20	\$10	\$20									
	Screencheck Initial Study and NOP	1		3				1										\$105
	Initial Study and NOP	2	25	5				25										\$565
	Screencheck Draft EIR	1			5			1										\$780
	Draft EIR	4	25		20		15	25										\$3,780
	Final EIR/MMRP	2	5			15		2										\$840
	FOF/SOC							1	2									\$50
	Mileage ²																	\$50
	Other Direct Costs (Postage, Deliveries, Misc Copies)																	\$500
REIMBURSABLES - SUBTOTAL																		\$6,670

NOTES: ¹ Subconsultants are billed at cost plus 10%.

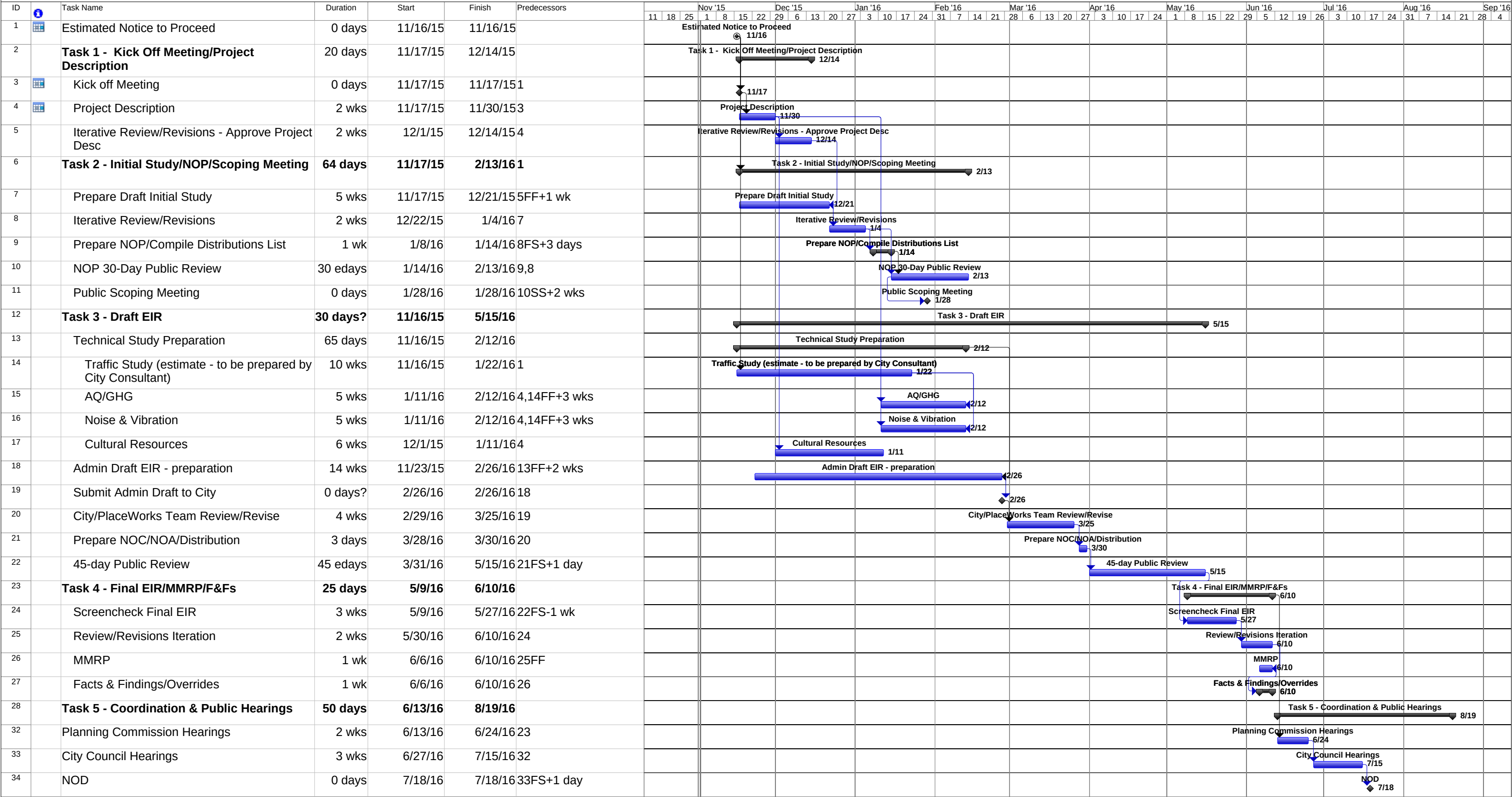
² Mileage is billed at the current IRS rate of \$0.56 per mile.

Fees are billed monthly on a time and materials basis.

Attachment: Attachment 3 - Draft Professional Services Agreement With Placeworks (1676 : PSA for On-Call CEQA Consultants)

Museum House Residential Project
City of Newport Beach

Estimated Environmental Processing Schedule
PlaceWorks - 11/1/15



Project: MuseumHouseEIR_Schedule_

Date: Mon 11/2/15

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Progress

Deadline

Attachment 3 - Draft Professional Services Agreement With Placeworks (1676 : PSA for On-Call CEQA Consultants)

PLACEWORKS.COM

EXHIBIT “B”

CITY OF LAGUNA HILLS
REQUEST FOR QUALIFICATIONS (RFQ) AND REQUEST FOR PROPOSALS (RFP)
FOR
ON-CALL CEQA CONSULTING SERVICES
DATED: June 1, 2018

CITY'S CONSOLIDATED RFQ AND RFP



Request for Qualifications for On-Call CEQA Consulting Services

City of Laguna Hills
Community Development Department

Issue Date: June 1, 2018
Response Deadline: June 29, 2018

24035 El Toro Road
Laguna Hills, CA 92653

www.lagunahillsca.gov

p. 949-707-2600
f. 949-707-2633

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Overview

June 1, 2018

**SUBJECT: Request for Qualifications
On-Call CEQA Consulting Services**

Dear Proposers:

You are invited to respond to this Request for Qualifications to provide on-call CEQA consulting services to the City of Laguna Hills. Several consulting firms will be selected to enter into five-year Professional Services Agreements with a tentative start date of September 17, 2018. Although the Agreements will not have any annual compensation limits, there is no guarantee of any compensation for any given firm as all work will be based upon the issuance of task orders as needed to fulfill the City's needs.

Please provide your Proposal along with a separate and sealed Fee Proposal by:

June 29, 2018, before 5:00 pm

Please refer to the following pages for Proposal requirements. Please contact me at (949) 707-2662 or jwu@lagunahillsca.gov if you have any questions about this Request for Qualifications.

Thank you for your interest.

Sincerely,

Jay S. Wu, AICP
Senior Planner
City of Laguna Hills

Introduction

The City of Laguna Hills invites qualified environmental planning firms to submit written proposals for on-call California Environmental Quality Act (CEQA) consulting services. Should an award of contract be made, the selected Proposer(s) will enter into a Professional Services Agreement with the City of Laguna Hills to provide on-call CEQA consulting services, as identified in the Scope of Services section in this RFQ.

RFQ Schedule of Events

Event	Date
RFQ Issued	June 1, 2018
Deadline for Proposal Submission	June 29, 2018 (5:00 pm)
Consultant Interviews*	Week of July 9, 2018
Approval of Professional Services Agreement	Week of September 10, 2018
Expected Contract Start Date	Week of September 17, 2018

* The City will determine if any Consultant interviews will be held. An interview is not required in order to be selected to provide Consulting Services to the City.

RFQ Coordinator

The RFQ Coordinator will be the sole point of contact for this RFQ. All communications concerning this RFQ must be submitted via email to the RFQ Coordinator identified below:

Jay S. Wu, AICP, Senior Planner
Email: jwu@lagunahillsca.gov

Proposal Preparation Costs

The City will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

RFQ Amendment and Cancellation

This solicitation does not commit the City to award a contract. The City reserves the unilateral right to amend this RFQ in writing at any time. The City also reserves the right to cancel or reissue the RFQ at its sole discretion. If an amendment is issued, it will be provided to all Proposers. Proposers will respond to the final written RFQ and any exhibits, attachments, and amendments.

Proposal Response Requirements

Instructions and Procedures for Submittal

Proposers must submit two sealed sets. The first set includes one (1) original signed Master copy and one (1) electronic copy (a single .pdf file is required on CD or Flash Drive, which will not be returned) of the Proposal. The second set consists of one (1) original signed Master copy of the Fee Proposal.

The sets should be combined into a single proposal package, and should be clearly labeled as follows:

Mr. Jay S. Wu, Senior Planner
 Proposal for On-Call CEQA Consultant (Do Not Open)
 Name of Proposer
 Proposer's Address
 Proposer's Contact Person
 Proposer's Telephone Number

The proposal package should be mailed, couriered, or hand delivered to the City of Laguna Hills City Hall Front Desk, 24035 El Toro Road, Laguna Hills, CA 92653.

Proposals must be submitted no later than 5:00pm on the proposal deadline date detailed in the RFQ Schedule of Events. Proposals received after this time and date will be returned unopened.

Proposers are solely responsible for ensuring their submitted proposal is received by the City in accordance with the solicitation requirements, before the submittal deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic mail, facsimile, or telephonic proposals or modifications will be considered unless specified. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in this Request for Qualifications. Deliveries made before the submittal deadline, but to the wrong City office, will be considered non-responsive unless re-delivery is made to the office specified before the submittal deadline. All proposals shall become the property of the City.

Proposal Format

The City discourages lengthy and costly proposals. Proposals should be prepared simply and economically, and provide a concise description of the Proposer's company, qualifications, and capabilities to satisfy the requirements of this RFQ. Emphasis should be on completeness and clarity of content. Glossy sales and marketing brochures are not necessary or desired.

Proposals should be organized consistent with the outline provided in this section of the RFQ. Proposers must follow all formats and address all portions of the RFQ set forth herein providing all information requested. Proposers may retype or duplicate any portion of this RFQ for use in responding to the RFQ, provided that the proposal clearly addresses all of the City's information requirements.

Proposals must be no more than 20 pages (10 sheets of paper, including cover letter and any appendix), and must consist of the following:

1. Cover Letter

The cover letter will include general information about the consultant firm and a description of the consultant's understanding of the scope of services. Please identify a project manager(s), and provide address, telephone number, and email for the project manager(s). The Cover Letter must be signed by a corporate official that is designated to execute Professional Service Agreements.

2. Key Personnel (Project Managers)

The proposal shall include the names and resumes of all Project Managers who will be assigned to perform or coordinate services pursuant to the contract. If sub-contractors are to be used as part of this proposal, qualifications of the subcontractor and relevant experience is to be included. The City shall not allow any proposed additions or substitutions of personnel without prior written approval.

3. Relevant Experience & References

Provide a brief overview of your firm's experience, and a minimum of five relevant CEQA projects, including references for those projects. The projects identified should demonstrate the ability to perform the tasks listed in the Scope of Services section in this RFQ. The references should identify the client, a contact name, telephone number, and email address.

4. Attachments

The Proposal should include a Disclosure of Employee Relationships and Financial Interests, Certificate of Non-Discrimination, and a letter stating the Consultant is ready and willing to execute the City's form Professional Services Agreement. Samples of these documents are located in the Appendices of this RFQ.

5. Fee Proposal (Separate Set)

One copy of the Consultant Fees and Hourly Rate schedules shall be provided in a separate sealed envelope. The Consultant Fees and Hourly Rates shall remain unchanged from September 17, 2018 through September 30, 2020. Thereafter, a request to adjust the fees and rates may be submitted once per year and equal to the value of the change of the Consumer Price Index for the Los Angeles/ Orange County area, not to exceed five percent per year, at the sole discretion of the City. Compensation for any particularly assigned scope of work will be determined on a task-order basis as agreed based upon the Consultant Fees and Hourly Rates.

Proposal Notes

The Professional Services Agreement shall be a non-exclusive Agreement to provide consulting services to the City on a task-order basis. The City reserves the right to retain additional consultants as needed. The City reserves the right to reject any proposals and to negotiate with any consultants.

All costs incurred in the preparation of this Proposal and information to clarify the Proposal, prior to the award of a Professional Services Agreement, shall not be compensable.

Once the Consultant executes the Professional Services Agreement, the ability to provide services to any other public or private entities within the City of Laguna Hills for the duration of this Agreement will be considered on a case-by-case basis.

This Request for Qualifications and the Consultant Proposal shall be incorporated, by reference, as a part of the Professional Services Agreement.

Proposal Evaluation

An Evaluation Committee will review all proposals to determine which Proposers have qualified for consideration. The evaluation will include at least an initial review and a detailed review. The initial review will evaluate all submissions for conformance to stated specifications to eliminate all responses that deviate substantially from the basic intent and/or fail to satisfy the mandatory requirements. Only those proposals that meet or exceed the intent of the mandatory requirements will be further evaluated.

Submitted proposals will be evaluated on the following criteria:

- Quality, clarity, and responsiveness of proposal
- Ability to meet the needs of the City
- Proven technical ability
- Demonstrated ability to work in a cooperative and collaborative manner
- References for each application proposed
- Results of interviews, if necessary

The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and, if held, shall be after initial evaluation of Proposals is complete. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.

Scope of Services

City Overview

The City of Laguna Hills is located in the San Joaquin Hills area of Orange County. The City is bounded by the Cities of Lake Forest and Irvine to the north, the City of Laguna Niguel to the south, Interstate 5 and the Cities of Mission Viejo and Lake Forest to the east, and the Cities of Aliso Viejo and Laguna Woods to the west.

The community is largely built-out, and predominantly residential in character. A number of neighborhood shopping centers are located throughout the City at the intersection of major roadways. Mixed use and light industrial areas are located in the northernmost portion of the community. The City's Urban Village Specific Plan area is a distinctive area that contains a mix of retail, office, financial, medical, residential, and transportation uses.

Division Overview

The City's Planning Division consists of a Community Development Director, Senior Planner, and Assistant Planner. The purpose of the On-Call CEQA Consulting Services contract is to ensure that sufficient resources are available should the need arise for CEQA-related matters. Although execution of any services will be administered through the Planning Division, the Consultant may need to collaborate with consultants that are under existing contracts with the Public Services Department.

Scope of Services

The Consultant may be asked to provide any number of services pertaining to the City's implementation of CEQA, including, but not limited to, the following:

- Conduct preliminary review of projects for CEQA purposes
- Prepare CEQA documents for the City, including, but not limited to:
 - Initial Studies in support of ND/MND/MMRP
 - Addendums to Environmental Impact Reports
 - Environmental Impact Reports
 - Notices of Intent/Preparation/Determination/Exemption
- Provide peer review of CEQA documents prepared by project applicants
- Conduct and/or support CEQA review for the following potential projects:
 - EIR for Urban Village Specific Plan Amendment
 - EIR for potential updates/amendments for the Five Lagunas project
 - EIR for potential projects within the Alicia Gateway Opportunity Area
 - Upcoming Housing Element Update (RHNA)
 - Potential updates/amendments to the General Plan
- Review CEQA/NEPA documents from neighboring jurisdictions/agencies
- Required consultations (i.e. NAHC)
- Conduct scoping meetings

The Consultant is invited to offer additional services at their discretion.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 11, 2018

TO: Mayor and Council Members

FROM: Dan Meehan
Community Services Superintendent

ISSUE: Five Year Event Management Agreement with Renegade Racing for the 2019-2023 Race Events

RECOMMENDATION: That the City Council approve the Event Management Professional Services Agreement between Make-U-Fit Productions, LLC, dba Renegade Racing, and the City of Laguna Hills for event management services for the 2019-2023 Memorial Day Race events and authorize the City Manager to execute the Agreement.

SUMMARY:

Staff is recommending that the City Council approve a five year professional services Agreement with Renegade Racing to continue as the event manager for the 2019-2023 Memorial Day Race events. In accordance with the City's purchasing Ordinance, the procurement of professional services requires the issuance of a request for proposals. However, an exception can be made to this rule with contracts for community support and/or recreation services (LHMC Section 3-.08.110 L 11). Renegade Racing has unique qualifications and a successful performance history with the City in managing and operating the Memorial Day Race events.

BACKGROUND:

Event management services for the Memorial Day Half Marathon, 5K, 10K Honoring the United States Marine Corps Dark Horse Battalion ("Memorial Day Race") has been provided by Renegade Racing since 2008. Staff is recommending that the City Council approve a five year professional services agreement with Renegade Racing to continue as the event manager for the 2019-2023 Memorial Day Race events. Renegade Racing

Five Year Event Management Agreement

September 11, 2018

Page 2

has unique qualifications and a successful performance history with the City in managing and operating the Memorial Day Race events.

In accordance with the City's purchasing Ordinance, the procurement of professional services requires the issuance of a request for proposals. However, an exception can be made to this rule with contracts for community support and/or recreation services (LHMC Section 3-.08.110 L 11). It is staff's opinion that Renegade Racing has a proven track record of success in producing the City's Memorial Day Race. Renegade Racing took over the event management services of the Memorial Day Race in 2008, and since that time its performance history has been exceptional in providing a quality event that reflects well upon the City. Renegade Racing has a good reputation and has developed a good rapport with staff, the 3/5 Support Committee, along with several local businesses. In addition, Renegade Racing implemented the five year finisher medal series in 2014, which incorporated the emblem of each branch of the military into the finisher medal design. These finisher medals were very well received by participants. An image of each of the five finisher medals, along with the "Joint Chiefs of Staff" medal which was awarded to participants who completed all five races, is attached to this staff report. Renegade Racing is proposing to continue with another race medal series during the next contract term. For these reasons, staff is recommending that the City Council approve the attached professional services Agreement with Renegade Racing and authorize the City Manager to execute the agreement.

The Scope of Work for the proposed Event Management Services Agreement includes obtaining race sponsors, filing all permits, providing stages, medal production coordination, start and finish line equipment, along with all booths and fencing (see Exhibit A). Volunteers will be recruited through contacts with local civic organizations and schools. Renegade Racing will also work with Orange County Sheriff's personnel to secure the course and to coordinate emergency services.

FISCAL IMPACT:

Under the proposed terms of the attached Agreement, Renegade Racing will receive a base fee of \$48,000 per year to manage the 2019-2023 race events. Total base fee cost for the five year agreement is \$240,000. In addition, Renegade Racing will receive \$5.00 per participant in excess of 3,500 runners, along with a 20% commission on any sponsorship revenue obtained as a result of their efforts. The previous agreement with Renegade Racing was for the 2016, 2017, and 2018 race events with a base fee of \$48,000 per year, for a three year total of \$144,000.

ATTACHMENTS:

- LH - 2019-23 Event Management Services Agreement_ Renegade Racing
- Finisher Medal Attachment

EVENT MANAGEMENT PROFESSIONAL SERVICES AGREEMENT
By and Between
the City of Laguna Hills and
Make-U-Fit Productions, LLC, dba Renegade Racing
for the
2019, 2020, 2021, 2022 and 2023 Memorial Day Half Marathon, 10K and 5K Events

THIS PROFESSIONAL SERVICES AGREEMENT FOR EVENT MANAGEMENT SERVICES (the "Agreement") is made, entered into, and effective this ____ day of _____, 2018, ("Effective Date") by and between the CITY OF LAGUNA HILLS, a municipal corporation organized and existing under the laws of the State of California ("City"), and MAKE-U-FIT PRODUCTIONS, LLC, DBA RENEGADE RACING, a California limited liability company, with its principal place of business located at 22600 Lambert Street, Suite 910, Lake Forest, California, 92630 ("Consultant").

RECITALS

A. City requires the continued services of a qualified, professional sports event management firm for the management and operation of the City of Laguna Hills Memorial Day Half Marathon, 10K and 5K, which will be held on May 27, 2019 ("2019 Event"), May 25, 2020 ("2020 Event"), May 31, 2021 ("2021 Event"), May 30, 2022 ("2022 Event"), and May 29, 2023 ("2023 Event") collectively referred to hereinafter as the "Events".

B. Based on its experience, education, training, and reputation, Consultant is qualified to provide the necessary specialized sports event management services to City for the Events and desires to provide such specialized sports event management services.

C. City desires to retain the professional services of Consultant for the Events.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained herein, City agrees to retain and does hereby retain Consultant and Consultant agrees to provide services to the City as follows:

AGREEMENT

1. CONSULTANT SERVICES

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide professional special sports event management services to City for the Events as set forth and described in the Scope of Services/Work attached to this Agreement as Exhibit "A" and incorporated herein by reference (hereinafter, the "services" or "work"). Consultant represents and warrants that all services and work provided for the Events under this Agreement by Consultant shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the specialized sports event planning and event management industry. In the event of any inconsistency between the terms contained in the Scope

of Services/Work and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law. All services rendered under this Agreement shall be provided by Consultant in accordance with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder.

1.3 Licenses and Permits. Except as otherwise specified in the Scope of Services, Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

1.4 Familiarity with Work. By executing this Agreement, Consultant warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

2. TIME FOR COMPLETION

The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the work of this Agreement according to the agreed upon Schedule of Performance set forth in Exhibit "A". Consultant shall not be accountable for delays in the progress of its work caused by any condition beyond its control and without the fault or negligence of Consultant. Delays shall not entitle Consultant to any additional compensation regardless of the party responsible for the delay.

3. COMPENSATION OF CONSULTANT

3.1 Compensation of Consultant. For the event management services rendered pursuant to this Agreement, Consultant shall be compensated as follows:

A. **Base Fee.** Consultant shall receive an event management base fee not to exceed forty-eight thousand dollars (\$48,000.00) ("Base Fee") per year for each of the Events, which shall be paid by City to Consultant according to the Schedule of Payments set forth in Exhibit "B". The cumulative Base Fee for the term of this Agreement shall not exceed two hundred forty thousand dollars (\$240,000.00).

B. **Participant Fee.** Consultant shall receive a fee of five dollars (\$5.00) per event participant for registered participants in excess of three thousand five hundred (3,500) participants for the 2019, 2020, 2021, 2022, and 2023 Events (the "Participant Fee"). Following each Event each year, Consultant shall submit to the City an invoice in a form approved by the City's Finance Manager for the Participant Fee. Payment of the Participant Fee owed to Consultant shall be made by City within thirty (30) days of the later of: (a) City receipt of Consultant's invoice, or (b) City receipt of all Race Entry Fees.

C. **Commission.** Consultant may be entitled to receive commission ("Commission") from City not to exceed twenty percent (20%) of cash donation/sponsorship contributions made by event sponsors that are solely and exclusively generated by Consultant ("Sponsorship Contributions"). An event donor/sponsor will be considered to be solely and

exclusively generated by Consultant only if the sponsor is recruited, confirmed, and serviced by Consultant and Consultant submits to City a completed sponsorship form for that sponsor prior to the Events. Consultant shall not be entitled to any Commission for any donations or sponsorship contributions made by Saddleback Memorial Medical Center.

1. Commission Invoice. Following each Event, Consultant shall submit to the City an itemized invoice in a form approved by the City's Finance Manager for Commission owed to Consultant under this Agreement.

2. Commission Payment. All requests for reimbursement must be submitted to City no later than June 30 of each year following an Event. Payment of the Commission owed to Consultant by City shall be made within thirty (30) days of the latter of: (a) City receipt of Consultant's invoice, or (b) City receipt of all Sponsorship Contributions.

D. Cancellation. Should the Events be cancelled by the City more than thirty (30) days prior to the date of each Event, Consultant shall return fifty percent (50%) of the amount received for the Base Fee within thirty (30) days of said cancellation or termination minus any Budgeted Expenses as defined below. Should an Event be cancelled by the City less than thirty (30) days prior to the date of each Event, Consultant shall be paid the entire Base Fee.

E. Event Expenses. Consultant shall be authorized to incur expenses ("Budgeted Expenses") on behalf of the City that are budgeted for in the Events Budget, attached hereto as Exhibit "C" (the "Events Budget"), except that Budgeted Expenses that exceed the budgeted amount provided for in the Events Budget by more than three hundred dollars (\$300.00) shall be approved in writing and in advance by the Contract Officer. All invoices for Budgeted Expenses shall be submitted by Consultant to the Contract Officer upon receipt. In the event it is necessary for Consultant to pay for Budgeted Expenses, Consultant shall submit an invoice to the City following payment of the Budgeted Expenses, and the City shall reimburse Consultant within thirty (30) days of City receipt of the invoice. All invoices or requests for reimbursement must be submitted to City no later than June 30 of each year following an Event; the City will not pay any invoices submitted by Consultant to City for Budgeted Expenses after this deadline. Consultant shall provide the Contract Officer with a written monthly expense report detailing the expenses incurred for the Events.

F. Entire Compensation. The compensation provided for in this Section 3.1 shall constitute Consultant's entire compensation for all event management services rendered by Consultant pursuant to this Agreement.

3.2 Participant Registration. Participant registration for the Events, including the collection of all race entry fees ("Race Entry Fees") shall take place both before and during the Events. Participant registration prior to the Events is to be conducted by Consultant under subcontract with The Active Network, a Delaware corporation, and Gemini Timing, a California corporation (the "Registration Companies"). The City must approve in advance in writing any requested changes to the Registration Companies. Consultant shall be responsible for ensuring that the Registration Companies provide City with direct payments of all Race Entry Fees collected once per month. At no time shall Consultant be in possession of, or make any deposit of, any Race

Entry Fees. Participant registration during the Events, including the collection of Race Entry Fees, shall be conducted exclusively by authorized City staff, with the exception of the Recon Retread Run, as set forth and described in Exhibit "A".

3.3 Method of Payment. In any month in which Consultant wishes to receive payment, Consultant shall no later than the first working day of such month submit to City in the form approved by City's finance manager, an invoice for services rendered prior to the date of the invoice. Payments shall be based on payment schedule set forth in Exhibit "B" attached hereto for the Base Fees. City shall pay Consultant for all expenses stated thereon, which are approved by City consistent with this Agreement, within thirty (30) days of receipt of Consultant's invoice.

3.4 Changes. In the event any change or changes in the Scope of Services is requested by City, the parties hereto shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees. An amendment may be entered into to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession. The City Manager shall be authorized to execute such amendment(s).

3.5 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the City Council of City for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to City.

4. PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. All services rendered pursuant to this Agreement shall be performed pursuant to the agreed upon Schedule of Performance set forth in Exhibit "A". The extension of any time period must be approved in writing by the Contract Officer.

4.3 Force Majeure. The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not limited to, acts of God or of a public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, and unusually severe weather if Consultant shall within ten (10) days of the commencement of such condition notify the Contract Officer who shall thereupon ascertain the facts and the extent of any necessary delay, and extend the time for performing the services for the period of the enforced delay when and if in the Contract Officer's judgment such delay is justified, and the Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.5 of this Agreement, this Agreement shall continue in full force and effect commencing on the Effective Date and ending on July 30, 2023, unless extended by mutual written agreement of the parties.

5. COORDINATION OF WORK

5.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act on its behalf with respect to the services and work specified herein and make all decisions in connection therewith: Jonathan Pauley, Managing Partner. It is expressly understood that the experience, knowledge, education, capability, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the event management services hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

5.2 Contract Officer. The Contract Officer shall be the City Manager, or his/her designee. It shall be the Consultant's responsibility to keep the Contract Officer fully informed of the progress of the performance of the services and work and Consultant shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer.

5.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, education, capability, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other individual or entity to perform in whole or in part the services required hereunder without the express written approval of the Contract Officer. In addition, neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City Manager.

5.4 Independent Contractor

A. The legal relationship between the parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. The personnel performing the services and work under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Contractor's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

B. Contractor shall not incur or have the power to incur any debt, obligation,

or liability against City, or bind City in any manner.

C. No City benefits shall be available to Contractor, its officers, employees, or agents in connection with any performance under this Agreement. Except for fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of services and work performed by Contractor under this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing services and work hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 3, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, servants, representatives, subcontractors, or agents, Contractor shall defend, indemnify, and hold harmless the City from and against all such financial obligations.

5.5 Personnel. Consultant agrees to assign the following individuals to perform the services set forth herein. Consultant shall not alter the assignment of the following personnel without the prior written approval of the Contract Officer. Acting through the City Manager, the City shall have the unrestricted right to order the removal of any personnel assigned by Consultant by providing written notice to Consultant.

Name:

Title:

Jonathan Pauley

Managing Partner, Race Director

In addition, Consultant shall provide a course director, a volunteer director, a fluid station coordinator, and two (2) zone captains and an athlete gear coordinator. The individuals to fulfill these positions shall be determined at least three (3) weeks before each Event and are subject to the approval of the City.

6. INSURANCE AND INDEMNIFICATION

6.1 Compliance with Insurance Requirements. Consultant shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Consultant shall not commence any work or services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant or subcontractor to commence any work or services until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section. If Consultant's existing insurance policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

In addition, Consultant shall be responsible for obtaining an official sanction for the Events from USA Track and Field ("USATF"), and shall ensure that the City and Consultant are named insureds under USATF's general liability insurance ("USATF Insurance") for purposes of the Events. At least thirty (30) days before the Events, certificates of insurance and endorsements

evidencing coverage under the USATF Insurance and designating the City, its elected officials, officers, employees, agents, and volunteers, and Consultant as named insureds shall be delivered to City. At least thirty (30) days before the Events, a fully executed “USATF Approved Sanction Form”, evidencing official USATF sanctioning for the Events and USATF Insurance coverage for the Events, shall be delivered to City.

6.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement, and without limiting the indemnity provisions set forth in this Agreement, Consultant shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations. 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. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Automobile Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) combined limit for each occurrence covering bodily injury and property damage. The policy shall specifically include coverage for owned, non-owned, leased, and hired automobiles.

C. Workers’ Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Workers’ Compensation Insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers’ compensation insurer waiving all subrogation rights under its workers’ compensation insurance policy against the City, its officials, officers, employees, agents and volunteers, and to require each of its subconsultants and subcontractors, if any, to do likewise under their workers’ compensation insurance policies. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Employer’s Liability Insurance written on a per occurrence basis with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

D. USATF Insurance with limits of at least three million dollars (\$3,000,000.00) per occurrence.

6.3 Acceptability of Insurers. Insurance required by this section shall be issued by a licensed company authorized to transact business in the state by the Department of Insurance for the State of California with a current rating of A-:VII or better (if an admitted carrier), or a current rating of A:X or better (if offered by a non-admitted insurer listed on the State of California List

of Approved Surplus Lines Insurers (LASLI), by the latest edition of A.M. Best's Key Rating Guide, except that the City will accept workers' compensation insurance from the State Compensation Fund. In the event the City determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein.

6.4 Insurance 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 written approval. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

A. The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance 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; and

2. Additional Insured Endorsements: 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; and, the coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

3. Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

B. For all policies of Commercial General Liability Insurance, Consultant shall provide endorsements for ongoing operations and completed operations to effectuate this requirement.

6.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City in advance and shall protect the City, its officials, officers, employees, agents and volunteers, 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.

6.6 Primary and Non-Contributing Insurance. All policies of Commercial General Liability Insurance and Automobile Liability Insurance shall be primary and any other insurance,

deductible, or self-insurance maintained by the City, its officials, officers, employees, agents or volunteers, shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

6.7 Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability Insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents and volunteers, or shall specifically allow Consultant or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Consultant hereby agrees to waive its own right of recovery against the City, its officials, officers, employees, agents and volunteers, and Consultant hereby agrees to require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

6.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Consultant shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. 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 written approval. The certificates of insurance and original 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 and not replaced immediately so as to avoid a lapse in the required coverage, 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. Consultant shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

6.9 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Nothing in this section shall be construed as limiting in any way the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.10 Enforcement of Agreement (Non-Estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of any non-compliance with any of the insurance requirements set forth in this section imposes no additional obligation on the City nor does it waive any rights hereunder.

6.11 Insurance for Subconsultants. Consultant shall include all subconsultants or subcontractors engaged in any work or services for Consultant relating to this Agreement as additional insureds under the Consultant's insurance policies, or Consultant shall be responsible for causing its subconsultants or subcontractors to procure and maintain the appropriate insurance in compliance with the terms of the insurance requirements set forth in this section, including

adding the City, its officials, officers, employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Consultant's subconsultants or subcontractors performing any work or services related to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers, as additional insureds. Consultant shall not allow any subconsultant or subcontractor to commence any work or services relating to this Agreement unless and until it has received satisfactory evidence of their compliance with all insurance requirements under this Agreement, to the extent applicable. Consultant agrees to provide satisfactory evidence of compliance with this subsection upon request of the City.

6.12 Other Insurance Requirements. The following terms and conditions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

A. Consultant shall provide immediate written notice to City if (1) any of the insurance policies required herein are terminated, cancelled or suspended, (2) the limits of any of the insurance coverages required herein are reduced, or (3) the deductible or self-insured retention is increased.

B. All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

C. None of the insurance coverages required herein will be in compliance with the requirements of this section if they include any limiting endorsement which substantially impairs the coverages set forth herein (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City and approved in writing.

D. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided herein.

E. Consultant agrees to ensure that subconsultants and subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

F. Consultant agrees to provide immediate written notice to City of any claim, demand or loss against Consultant arising out of the work or services performed under this

Agreement and for any other claim, demand or loss which may reduce the insurance available to pay claims, demands or losses arising out of this Agreement.

6.2 Indemnification. To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Consultant's employees included), for damage to property, including property owned by City, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to Consultant's performance under this Agreement, but excluding such Claims arising from the sole negligence or willful misconduct of the City, its elected or appointed officers and officials, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder.

7. RECORDS AND REPORTS

7.1 Reports. Consultant shall provide a monthly report to the Contract Officer concerning the performance of the services and work required by this Agreement as the Contract Officer shall require.

7.2 Records. Consultant shall keep such books and records as shall be necessary to properly perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights or ownership of the documents and materials hereunder. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7.5 Cost Records. Consultant shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred while performing under this Agreement and shall make such materials available at its offices at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment for inspection by City and copies thereof shall be promptly furnished to City upon request.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of City shall be deemed to waive or render unnecessary City's consent to or approval of any subsequent act of Consultant. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.3 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.4 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, a declaratory judgment, or any other remedy consistent with the purposes of this Agreement.

8.5 Termination Prior to Expiration of Term. City reserves the right to terminate this Agreement at any time, with or without cause, upon ten (10) days written notice to Consultant, except that where termination is due to the fault of Consultant and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officer thereafter.

8.6 Attorneys' Fees. In the event of any dispute between the parties with respect to this Agreement, results in litigation or any non-judicial proceeding, the prevailing party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing party all reasonable costs and expenses, including but not limited to reasonable attorney fees, expert consultant fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding.

9. CITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

9.1 Non-Liability of City Officers and Employees. No officer, director, official, or employee of City shall be personally liable to the Consultant, or any successor-in-interest, in the

event of any default or breach by City or for any amount which may become due to the Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination or segregation in the performance of or in connection with this Agreement regarding any person or group of persons on account of race, color, creed, religion, sex, marital status, disability, sexual orientation, national origin, or ancestry.

10. MISCELLANEOUS PROVISIONS

10.1 Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by pre-paid, first-class mail to the address set forth below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

To City:	City of Laguna Hills Attention: City Manager 24035 El Toro Road Laguna Hills, California 92653
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To Consultant:	Make-U-Fit Productions, LLC d/b/a Renegade Racing Attn.: Jonathan Pauley, Managing Partner 22600 Lambert Street, Suite 910 Lake Forest, California, 92630
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10.2 Integrated Agreement. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement.

10.3 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

10.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

10.5 Authority. The persons executing this Agreement on behalf of the parties hereto represent and warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

“CITY”
City of Laguna Hills

Date: _____

By: _____
 Donald J. White,
 City Manager

APPROVED AS TO FORM:

ATTEST

By: _____
 Gregory E. Simonian,
 City Attorney

By: _____
 Melissa Au-Yeung,
 Assistant to the City Manager/City Clerk

“CONSULTANT”
Make-U-Fit Productions, LLC
d/b/a Renegade Racing

Date: _____

By : _____
 Jonathan Pauley,
 Managing Partner

EXHIBIT A

SCOPE OF SERVICES / WORK SCHEDULE OF PERFORMANCE

RENEGADE RACE SERIES

**22600 Lambert Street Suite 910, Lake Forest CA 92630
(949) 975-1812 Office, (949) 975-1814 FAX**

Scope of Services for the 2019, 2020, 2021, 2022, and 2023 Events

Renegade will provide race managements services:

1. File the permits with local and city offices, County of Orange, OCFA, OC Transit.
2. Provide course management and design services "if necessary" including working with USATF to certify.
3. Create a production schedule that will outline: production schedules, signage plan, volunteer positions and needs, event equipment, sanitation and vendors.
4. Perform race management duties via phone, email, and in person as needed to perform tasks.
5. Attend all necessary meetings with City staff as deemed necessary.
6. Work with local law enforcement to secure course and coordinate emergency services.
7. Work with a traffic control company to secure the event course.
8. Deliver and set up necessary equipment for running event. Those items include: Start/Finish Truss, Small Stage, Public Address System, Fencing panels for Start and Finish Line and water station tables. Renegade Racing is not financially responsible to provide items it doesn't previously own or doesn't meet client's specifications or expectations.
9. Arrange for event sanitation (portable restroom, trash boxes and dumpsters).
10. Arrange for necessary rental items (communications, transportation, expo items).
11. Coordinate with Timing Company.
12. Coordinate professional event photography for event. Photographs will be made available to event participants for purchase.
13. Coordinate race announcers, event sound and electrical.
14. Coordinate service vendors for event-day expo
15. Set up any sponsor or promotional banners in the banner plan.
16. Provide experience race crew including:
 - Race Director
 - Assistant Race Director
 - Course Director, (Including Zone Captains)
 - Parking Coordinator
 - Volunteer Assistant
 - Athlete Gear Bag Coordinator
 - Start Line Coordinator
 - Finish Line Coordinator
 - Floater/Worker

Additional Elements

1. Expo Coordinator Services

- a. Work with Client to design onsite expo layout
- b. Work with Client to coordinate pre-event exhibitors
- c. Work with Client and Kid's Zone Volunteer on logistics related to animals, rides and games
- d. Work with Client to develop a list of necessary equipment
- e. Work with Client to source necessary equipment
- f. Coordinate delivery setup of necessary equipment, tents, tables and other items needed for expo area
- g. Coordinate race day exhibitors
- h. Coordinate event sanitation and cleanup plan
- i. Ensure expo area is cleaned up and necessary equipment and supplies are picked up or returned
- j. Supply items not currently owned by Renegade Racing that are necessary for the production of the expo are the responsibility of Client.

Renegade will provide event promotional services:

1. Will consult with Client and graphic design company to design event post cards, brochure and entry form.
2. Will consult with Client on website message, event information, design and function
3. Will consult with Client on online registration service to set up registration services.
4. Will consult with Client on-line advertisers (Active.com, Competitor, Race Place, Pacific Race Management).
5. Will consult with Client on advertisements in local printed publications (Competitor Magazine, Race Place, LAS&F).
6. Will consult with Client on flyer distribution companies (direct mail, Runners Image, private services).
7. Set up event link on Renegaderaceseries.com.
8. Include Event in Renegade e-newsletter (90,000+ distribution) with links to event site and registration.
9. Coordinate sponsorship recruitment and fulfillment.
10. Help insure that all expo vendor payments will be collected prior to the events.

Sponsorship Development

1. Renegade Racing will present Client's event to its partners and associates for sponsorship consideration.

Marketing Support - Marketing Support Package

1. 3 Dedicated email blasts to database of 90,000+ - 6 weeks out and 2 weeks out/OR schedule TBD based on client needs
2. 4 Newsletter/Holiday Promo mentions to database of 90,000+ - next newsletter upon contract and 1-2 months out from event
3. At least 6 Social Media plugs to 8,000+ Renegade Facebook Fans, 4,300+ Jonathan Pauley, Race Director Facebook Fans, 6,000+ Run Renegade Facebook Fans, 450+ Renegade Group Members, 900+ Twitter Followers
4. Listing on the Renegade Racing Website

Included items

Renegade Racing will provide a limited number of course items including barricades, cones, generic directional signage, fluid station tables, Start-Finish Truss, limited small generators, small PA system and course supplies (tape, zip ties, cutters, etc.) Renegade Racing can provide 16-foot box truck for course operations. The equipment, vehicles and supplies based upon availability, current condition and fuel costs.

Expenses

Renegade Racing will cover all travel related expenses for pre-event trip including transportation, food and lodging. Additionally, Renegade Racing will cover all travel related expenses for the Renegade Crew including transportation, food and lodging. Renegade equipment transportation and 16-foot box truck use subject availability and fuel costs to and from the event location and during event. Renegade Racing will cover all normal "course of business" expenses related to the fulfillment of this agreement.

Recon Retread Run

Renegade Racing has the opportunity to produce a medal make up run at its own expense. Those expenses include but are not limited to permit fees, advertising, timing, supplies and crew. Renegade will retain registration fee revenue for the Recon Retread but pay all expenses associated with this event. The City of Laguna Hills will provide left over shirts and medals to be distributed at the Recon Retread Run participants.

The City of Laguna Hills will:

- Provide adequate resources to accomplish a successful event. Those resources would include but are not limited to: monetary, human resources (volunteers, coordinators and executive staff), graphic design, printing, advertising costs and legal.
- Pay all fees associated with all permits requested by local municipal governments, agencies and insurance.
- Pay for all expenses necessary for a successful completion of the event to include but not limited to: sanitation (restrooms, dumpster, trash receptacles), t-shirts, tables and chairs, banners, barricade services, first aid services, post-race food, transportation, traffic control, police-security and awards-medals.
- Have City staff on race day to handle VIP and media relations.
- Pay for USATF event insurance.
- Pay for timing and registration services.
- Pay for any pre-approved expenses for Renegade Racing.
- Pay the event management fee outlined in Exhibit B.

SCHEDULE OF PERFORMANCE

October		
Resp.	Task	Completed
Renegade	Update website to reflect New event	
Renegade	Set up on-line registration	
Renegade	Start working on New finisher medal design	
Renegade	Develop Advertising Schedule	
Renegade	Update sponsor packets/distribute	
Renegade/ City of LH	Work on ideas for merchandise	
Renegade	Contact all previous sponsors	
City of LH	update event wavier	

November		
Resp.	Task	Completed
Renegade	Open event for registration by Veterans Day	
Renegade	Schedule on-line promotion for open of registration	
Renegade	Finish New medal design	
Renegade	Implement Advertising Schedule (online ads, e-mail newsletters, print, events)	
Renegade	Create event post cards	
Renegade	Seek event sponsorship	
Renegade	update online race calendars	

December		
Resp.	Task	Completed
Renegade	Notify Laguna Woods Village	
Renegade	Select expo events and reserve booth space	
Renegade	Start medal promotion	
Renegade	Finalize sponsorship agreements	
Renegade	Update volunteer plan and prepare to recruit	
Renegade	Set up virtual goodie bag	

January		
Resp.	Task	Completed
Renegade	Notify Other municipalities (County of Orange, Cities of Laguna Woods, Laguna Niguel, Laguna Hills, Aliso Viejo)	
Renegade	Expo booth at Jan Half Marathon events	
Renegade	Start medal promotion	
Renegade	Finalize sponsorship agreements	
Renegade	Update volunteer plan and prepare to recruit	

February		
Resp.	Task	Completed
Renegade	Recruit Lead Cyclists	
Renegade	Secure Ambulance Company	
Ren/City	Schedule Traffic Meeting-OCSD	
Renegade	Work on Sanitation bids	
Renegade	T-shirt bids	
Renegade	Contact Bib company	
Renegade	Secure Announcer-	

March		
Resp.	Task	Completed
Renegade	Recruit Lead Cyclists	
Renegade	Secure Ambulance Company	
Ren/City	Schedule Traffic Meeting-OCSD	
Renegade	Work on Sanitation bids	
Renegade	Work on T-shirt bids	
Renegade		
Renegade	Contact Heiko/Shortwave Radio Operators	
Renegade	Secure Announcer-	
Renegade	Race Crew availability survey	

April		
Resp.	Task	Completed
Renegade	Hold an Operations Meeting	
Renegade	Contact Medical Service	
Renegade	Review Medical Plan	
Renegade	Solicit Virtual Goodie Bag Donations	
Renegade	Design Bib Numbers	
Renegade	Create Shuttle Plan/Determine Prices	
Renegade	Order all Awards	
Renegade	Recruit Entertainment	
Renegade	Porta-Potties Secured	
Renegade	Select Race Crew	

May		
Resp.	Task	Completed
Renegade	Hold Operations Meeting	
Renegade	Contact Labor Ready	
Renegade	Traffic notifications to residents	
Renegade	Finalize art and t-shirt order	
Renegade	Complete zone captain information/hold meeting	
Renegade	Finalize volunteer job descriptions	
Renegade	Meet with Timing Company	
Renegade	Compile emergency cell phone list	
Renegade	Truck plan completed	
Renegade	Produce the event	

EXHIBIT B

2019/2020/2021/2022/2023 Schedule of Payments

Except as otherwise provided in this Agreement, Consultant shall be entitled to receive payments according to the following payment schedule:

Base Fee

Payments made by City to Consultant for Consultant's Base Fee of \$48,000 for the 2019-2023 Events will be made according to the following terms:

Yearly payment schedule:

- \$3,500 on or before September 15
- \$4,500 on or before October 1
- \$5,000 on or before November 1
- \$5,000 on or before December 1
- \$5,000 on or before January 1
- \$5,000 on or before March 1
- \$10,000 on or before April 1
- \$10,000 on or before June 1.
-

All payments are subject to the requirements contained in the Agreement. This Schedule of Payments shall in no way be construed to require City to provide Consultant with payment if the requirements for payment contained in the Agreement have not been fully satisfied or the tasks identified in Schedule of Performance set forth in Exhibit "A" of this Agreement have not been completed.

EXHIBIT C
2019/2020/2021/2022/2023 Event Budgets

Event Budget for 2019-2023 Half Marathon, 10K & 5k

Expenses

		Estimated	Actual
Total Expenses		\$185,416.00	\$0.00

		Estimated	Actual
Pemits			
Laguna Hills High School	\$125.00		
Laguna Woods	\$300.00		
Health Dept.	\$160.00		
ABC Permit	\$25.00		
Laguna Niguel	\$0.00		
OC Permits	\$1,200.00		
OCFA	\$210.00		
Police-OCSD	\$15,000.00		
Totals	\$17,020.00		\$0.00

		Estimated	Actual
Race Expenses			
Food/Water/Cups	\$1,000.00		
Course Cert.	\$500.00		
Awards Div/Kids Medals	\$650.00		
Medals or Drinking Glasses	\$8,500.00		
Busses	\$1,500.00		
T-Shirts/Hats	\$30,000.00		
Walkie Talkies	\$600.00		
Bibs	\$1,692.50		
Totals	\$42,750.00		\$0.00

		Estimated	Actual
Advertising			
Race Grader	\$1,000.00		
Zoom Media	\$900.00		
Race Place	\$850.00		
Banners	\$500.00		
Facebook	\$1,000.00		
Booth Space/Bags	\$1,000.00		
Media Strike	\$1,200.00		
CA Half Series	\$800.00		
Active.com web/e-news	\$500.00		
Totals	\$7,750.00		\$0.00

		Estimated	Actual
Services			
Photo/Drone Video	\$600.00		
Timing Services \$3 per registered	\$9,200.00		
Electrical & sound	\$3,000.00		
Banner Install/Removal	\$9,600.00		
Portable Restrooms/Fencing	\$3,500.00		
Announcer	\$400.00		
American Barr./Traffic Plan	\$15,000.00		
Renegade Racing	\$48,000.00		
RR over 3500 part. Bonus \$2	\$500.00		
Totals	\$89,800.00		\$0.00

		Estimated	Actual
Graphics			
Website	\$2,000.00		
Post card printing 20K	\$0.00		
Postcard printing 7.5K	\$568.00		
Postcard printing 10K	\$900.00		
RaceBanners/Signs	\$1,000.00		
Flyer Distribution/PCRT	\$1,000.00		
Domain Fees	\$65.00		
Web Hosting	\$103.00		
Dress Blue Team	\$200.00		
Sponsor materials	\$250.00		
Totals	\$6,086.00		\$0.00

		Estimated	Actual
Expo			
Bounce Houses	\$825.00		
Balloons	\$1,200.00		
tents, tables, chairs	\$5,000.00		
Totals	\$7,025.00		\$0.00

		Estimated	Actual
Miscellaneous			
Insurance	\$1,500.00		
Runner's Gear Bags	\$500.00		
Ice Truck	\$300.00		
Trucks/Gas	\$2,000.00		
Conservation Corp.	\$250.00		
Ambulance	\$640.00		
Virtual Goodie Bag	\$500.00		
Kids Zone-L. Murray	\$650.00		
Wristbands	\$100.00		
Traffic Control	\$500.00		
Ads (Sinta)	\$2,000.00		
Pacers	\$500.00		
EMT Services	\$1,100.00		
Google Analytics/SEO	\$500.00		
Volunteer Food	\$300.00		
Security-Expo Overnight	\$500.00		
Security-Beer Garden	\$145.00		
Comm./sponsors 20%	\$3,000.00		
Totals	\$14,985.00		\$0.00

Event Budget for 2019-2023 Half Marathon, 10K and 5k

Income

	Estimated	Actual
Total income	\$205,625.00	\$0.00

Admissions	Estimated	Actual	Fee	Fee late	Estimated	Actual
1/2 marathon	1240		75	105	\$104,500.00	
10K	700		32	43	\$29,750.00	
5K	1200		27	38	\$33,500.00	
Kids Run	200		19	21	\$2,900.00	
Diaper Dash	45		15	15	\$700.00	
Total	3385					
Total race registration, including early-bird, team discounts, and race day registration:					\$171,350.00	\$0.00

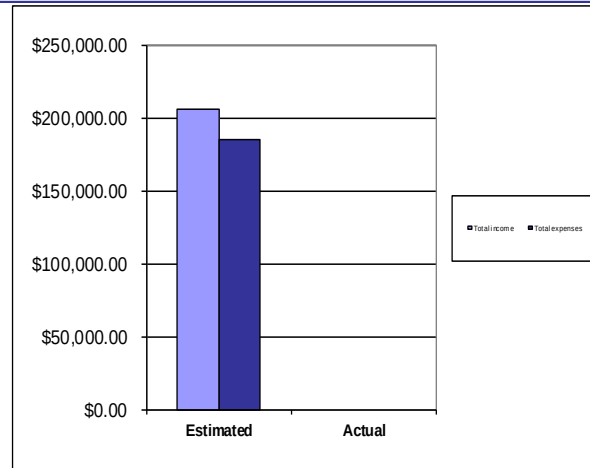
Sponsors	Amount	Number of	Totals	Estimated	
SMMC/Presenting*	\$15,000.00	1	\$15,000.00	\$15,000.00	
Road Runner	\$3,500.00	1	\$3,500.00	\$3,500.00	
Cycle Bar	\$2,500.00	1	\$2,500.00	\$2,500.00	
Crestavilla	\$2,500.00	1	\$2,500.00	\$2,500.00	
361 Sports	\$4,000.00	1	\$4,000.00	\$4,000.00	
Laguna Hills Mall	\$2,500.00	1	\$2,500.00	\$2,500.00	
Total			\$30,000.00	\$30,000.00	\$0.00

Exhibitors/vendors					
F45 Laguna Hills		Large booths @	\$500.00	\$500.00	
UCI		Large booths @	\$500.00	\$500.00	
Renewal by Anderson		Large booths @	\$350.00	\$350.00	
Sky Blue Restorations		Large booths @	\$350.00	\$350.00	
Accurate Auto Repair		Large booths @	\$350.00	\$350.00	
Orange Theory		Large booths @	\$350.00	\$350.00	
Crown Valley Imaging		Large booths @	\$350.00	\$350.00	
Navitas Organics		Large booths @	\$350.00	\$350.00	
Kiel Mortgage		Large booths @	\$350.00	\$350.00	
Lace Up Shoes		Large booths @	\$350.00	\$350.00	
NoKaOi Shaved Ice		Food Truck	\$175.00	\$175.00	
Chamber of Commerce		Non-Profit	\$150.00	\$150.00	
LHHS PTSA		Non-Profit	\$150.00	\$150.00	
		Donation	\$175.00		
		Hotel Sponsor @	\$0.00	\$0.00	\$0.00
				\$4,275.00	\$0.00

Event Budget for 2019-2023 1/2 Marathon, 10K & 5k

Profit - Loss Summary

	Estimated	Actual
Total income	\$205,625.00	\$0.00
Total expenses	\$185,416.00	\$0.00
Total profit (or loss)	\$20,209.00	\$0.00



2014-2018 "Joint Chiefs of Staff" Finisher Medals



2014
FINISHER'S MEDAL



2015
FINISHER'S MEDAL



2016
FINISHER'S MEDAL



2017
FINISHER'S MEDAL



2018
FINISHER'S MEDAL



LEGACY MEDAL



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 11, 2018
TO: Chair and Agency Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for August 28, 2018, Regular Meeting

RECOMMENDATION: That the Planning Agency approve the Minutes for the August 28, 2018, Regular Meeting.

ATTACHMENTS:

- 180828 PA Minutes

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Council Member
SECONDER:	Dore J. Gilbert, M.D., Mayor Pro Tempore
AYES:	Mel Carruth, Mayor; Dore J. Gilbert, M.D., Mayor Pro Tempore; Janine Heft, Council Member; Don Sedgwick, Council Member

4. PLANNING AGENCY

Mayor Carruth recessed the City Council meeting and, acting in capacity of Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:11 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Mel Carruth	Chair	Present	
Dore J. Gilbert, M.D.	Vice Chair	Present	
Janine Heft	Agency Member	Present	
Don Sedgwick	Agency Member	Present	

4.2. PUBLIC COMMENTS

There were no Public Comments.

4.3. APPROVAL OF MINUTES FOR JULY 10, 2018, REGULAR MEETING

4.3.1 Approval of Minutes for July 10, 2018, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the July 10, 2018, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Agency Member
SECONDER:	Dore J. Gilbert, M.D., Vice Chair
AYES:	Mel Carruth, Chair; Dore J. Gilbert, M.D., Vice Chair; Janine Heft, Agency Member; Don Sedgwick, Agency Member

4.4. ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Carruth reconvened the City Council Meeting at 7:12 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

5.1 Zoning Text Amendment No. 2-17-3777, an Amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Updating Chapter 9-56 (Animal Regulations) to Ensure Consistency with Title 13 (Animals)

Senior Planner Wu reviewed the information provided in the staff report.

Mayor Carruth opened the Public Hearing and upon seeing no one rise, closed the Public Hearing.

Recommendation: That the City Council: (1) Conduct a Public Hearing for Zoning Text Amendment No. 2-17-3777; (2) Find and determine that the proposed activity is not subject to the California Environmental Quality Act (CEQA) per Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines; and (3) Introduce for first reading, read by title only, and waive further reading of an Ordinance Entitled: "An Ordinance of the City of Laguna Hills, California, adopting Zoning Text Amendment No. 2-17-3777, an amendment to Title 9 (Zoning and Subdivisions) of the Laguna Hills Municipal Code, Updating Chapter 9-56 (Animal Regulations) to Ensure Consistency with Title 13 (Animals) of the Laguna Hills Municipal Code."

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Don Sedgwick, Council Member
SECONDER:	Janine Heft, Council Member
AYES:	Mel Carruth, Mayor; Dore J. Gilbert, M.D., Mayor Pro Tempore; Janine Heft, Council Member; Don Sedgwick, Council Member



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 11, 2018

TO: Chair and Agency Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Conditional Use Permit (CUP) No. 5-18-4210, a Request by Ericsson Inc., on Behalf of AT&T, to Construct and Operate a New Small Cell Communication Facility Constructed on a Southern California Edison Streetlight Standard in the Public Right-Of-Way Located Along the West Side of Del Lago Drive Approximately 243 Feet Southerly of Lake Forest Drive.

RECOMMENDATION: That the Planning Agency: (1) Conduct a Public Hearing for CUP No. 5-18-4210; and (2) Adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving Conditional Use Permit (CUP) No. 5-18-4210, a request by Ericsson Inc., on behalf of AT&T, to construct and operate a new small cell communication facility constructed on a Southern California Edison streetlight standard in the public right-of-way located on the west side of Del Lago Drive approximately 243 feet southerly of Lake Forest Drive."

SUMMARY:

Conditional Use Permit (CUP) No. 5-18-4210 is a request by Ericsson Inc., on behalf of AT&T (the "Applicant"), to construct and operate a new small cell communication facility constructed on a Southern California Edison (SCE) streetlight standard in the public right-of-way located on the west side of Del Lago Drive approximately 243 feet southerly from Lake Forest Drive. The project will consist of one omni-directional antenna and other small equipment (i.e. radio units) mounted at the top of a new SCE streetlight standard, which will replace an existing streetlight, as well as ground-mounted equipment within a small underground vault beneath the adjoining parkway.

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As described in more detail in the report below, the Zoning Code encourages placing telecommunication antennas on existing support structures in lieu of building a new monopole. While the streetlight standard and fixture to be used in this installation are new, it replaces an existing streetlight standard in roughly the same location. All additional ground-mounted equipment will be located within a small subterranean vault beneath the adjoining parkway. There are no concerns regarding exposure to radio waves transmitted by the antenna since all equipment is required to operate within acceptable levels mandated by the federal government. The Applicant has documented coverage gaps in the area, so if the project is approved, the City of Laguna Hills would benefit by enhancing the existing coverage area for the area surrounding this site. Staff has included standard conditions of approval that will ensure that the small cell communication facility will be a positive addition to the area and not a detriment to the surrounding properties as a result of the use.

Staff has reviewed the Development Code (“Code”) requirements, as well as General Plan issues, goals, and strategies, and has evaluated the potential for significant environmental impacts in accordance with the California Environmental Quality Act (CEQA). Staff has determined that the proposed project, subject to conditions of approval, will not result in any significant adverse impacts to the public, health, safety and general welfare.

BACKGROUND:

The authority of cities to regulate the placement of wireless telecommunication facilities within the public right-of-way is limited by applicable state and federal law; however, a city may exercise reasonable control as to the time, place, and manner of construction within the public right-of-way, may impose aesthetic requirements on proposed facilities, and may require a Conditional Use Permit (LHMC Chapter 9-58) as well as an Encroachment Permit (LHMC Chapter 12-12). Pursuant to Chapter 9-30 of the Development Code (MXU Mixed Use District, where the project is located) and the list of permitted and conditionally permitted uses found in Table 9-30.020 of the Development Code, communication facilities are allowed in the MXU district and are subject to various regulations and criteria found in Chapter 9-58 of the Development Code. Chapter 9-58 (Communications Facilities) addresses the zoning review process, facility design, siting, and operational requirements for communication facilities. The design criteria used to determine approval for communication facilities in the Code is primarily based on a preference for utilizing existing structures and the aesthetic quality and screening of the proposed facilities. These criteria ensure that facilities are constructed

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in a manner that maintains the aesthetic integrity of both residential and nonresidential districts in the City.

Historically, the types of cell sites the City has reviewed and approved are what is known in the industry as “macro sites.” Macro sites typically consist of several (6-12 is common) cell antennas mounted in a roof-area of a multi-story building, on existing tall towers (such as the SCE transmission towers in the area), or as a “monoeucalyptus” or “monopine” (monopoles designed to look like a eucalyptus tree or pine tree, respectively). These facilities typically also have a large ground equipment enclosure containing several equipment cabinets and sometimes generators or other supporting equipment. However, with the increased demand for data service and internet speed (as opposed to just voice calls), cell service providers have been making the switch to “small cells” or “distributed antenna systems” (DAS). The cell service providers report that these smaller cell sites in conjunction with the traditional macro sites help to bring wireless service closer to the end user, producing stronger signals and faster data speeds. Because of their small footprint (typically just one antenna and a small amount of other equipment), these small cell sites are often located in the public right-of-way, on streetlights and traffic signals. In the case of the subject application, AT&T has identified a streetlight pole in the public right-of-way that would meet the network need for signal densification in this area.

Staff has verified that no Planning Agency member’s property/residence is located within a 500’ radius of the project location; therefore there is no concern related to potential conflicts of interest based upon proximity of Agency members’ properties/residences to the project location.

PROJECT DESCRIPTION AND ANALYSIS:

The following information discusses the project setting, design, location, and operation of the proposed wireless communications facility:

Project Location and Setting

The proposed location is in the public right-of-way located along the west side of Del Lago Drive and 243 feet southerly of Lake Forest Drive. The proposed small cell communication facility will utilize a SCE streetlight standard. A new streetlight standard and fixture will be constructed as a part of the project to better accommodate the communications equipment, and will replace an existing streetlight in roughly the same location. The project site is located in the Mixed Use (MXU) district and is in the

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immediate vicinity of retail, industrial, and office-based uses. The nearest commercial building is approximately 70 feet away. The closest single-family residential use is a mobile home park located 0.3 miles (1,790 feet) to the southeast of the site and will be adequately buffered. Streetlights are a typical occurrence in both commercial and residential areas and are not a visually dominant feature of typical urban or suburban streetscapes.

Project Design

Prior to submittal of the CUP application for the project, the Public Services Department reviewed the project design to ensure their requirements were incorporated into the project. The proposed small cell communication facility consists of one omni-directional antenna (5'-6") and other pole mounted equipment (i.e. radio units) mounted on the top of a replacement SCE streetlight. The overall height of the installation will increase the height of the standard from 23'-9" to 28'-3". While the shroud covering the antenna and other equipment will be visible, it is within the maximum height limit for the zone and is consistent in character and similar in height to other streetlights and traffic light poles. Other ground-mounted equipment will be within a small subterranean vault in the adjacent parkway, resulting in no visual impact to the streetscape. Attachment 2 shows the existing condition and how the new streetlight (with the proposed small cell site) will appear.

Pursuant to Section 9-58.040(E), antenna height shall conform to the height limit of the zoning district or as otherwise approved through a Conditional Use Permit. The proposed antenna height of 28'-3" is below the MXU District maximum allowed building height of 40 feet. Furthermore, the proposal meets the design requirements of Section 9-58.050 by screening, to the extent feasible all antennas and equipment, using the smallest and least visible antennas possible to accomplish coverage objectives, placing equipment underground, and utilizing existing structures (in this case, a streetlight) instead of constructing new facilities for the sole purpose of accommodating the communications facility (such as a monopole).

Antenna Siting Analysis

A coverage map was provided by the Applicant indicating a large area where data speeds are poor. This area is depicted in Attachment 3 (the subject site is identified as "MSVJO 32B" in Attachment 3). The area that would be affected by the proposed installation is a small radius around the proposed site, as depicted in Attachment 3, which is comprised of office, commercial, and industrial uses. The materials submitted

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by the Applicant for this project indicates that small cells such as the proposed can cover a radius of up to 1,500 feet.

Health and Safety

The health risks associated with the public's exposure to radio frequency (RF) energy has been an area of public debate with the increase in the public's use of mobile devices and the proliferation of mobile technology and its supporting infrastructure such as wireless antennas. The following information was taken from the Federal Communication Commission's (FCC) website:

(<<https://www.fcc.gov/guides/human-exposure-rf-fields-guidelines-cellular-and-pcs-sites>>):

"In 1996, the FCC adopted updated guidelines for evaluating human exposure to RF fields from fixed transmitting antennas such as those used for cellular and PCS cell sites. The FCC's guidelines are identical to those recommended by the National Council on Radiation Protection and Measurements (NCRP), a non-profit corporation chartered by Congress to develop information and recommendations concerning radiation protection. The FCC's guidelines also resemble the 1992 guidelines recommended by the Institute of Electrical and Electronics Engineers (IEEE), a non-profit technical and professional engineering society, and endorsed by the American National Standards Institute (ANSI), a nonprofit, privately-funded membership organization that coordinates development of voluntary national standards in the United States.

In the case of cellular and PCS cell site transmitters, the FCC's RF exposure guidelines recommend a maximum permissible exposure level to the general public of approximately 580 microwatts per square centimeter. This limit is many times greater than RF levels typically found near the base of cellular or PCS cell site towers or in the vicinity of other, lower-powered cell site transmitters. Calculations corresponding to a "worst-case" situation (all transmitters operating simultaneously and continuously at the maximum licensed power) show that, in order to be exposed to RF levels near the FCC's guidelines, an individual would essentially have to remain in the main transmitting beam and within a few feet of the antenna for several minutes or longer. Thus, the possibility that a member of the general public could be exposed to RF levels in excess of the FCC guidelines is extremely remote."

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To indicate the site's compliance with FCC guidelines concerning the public's exposure to RF levels generated by this site, the Applicant has submitted a "Radio Frequency – Electromagnetic Energy (RF-EME) Compliance Report dated July 18, 2018, analyzing the proposed antenna's RF-EME emissions. The report indicates that the general population will not be exposed to RF energy levels in excess of limits recommended by the FCC. Section 5.0 of Attachment 4 discusses the findings of the report.

The height of the antenna in the proposed installation is approximately 28 feet above the street and is located approximately 71 horizontal feet from the nearest building (23034 Lake Forest Drive). As noted in the RF-EME report, exposures to EME at these locations is less than 1% of the FCC-established maximum safe exposure for the general public. EME dissipates rapidly with increased distance from omni-directional antennas such as the one proposed.

The Federal Telecommunications Act (FTA) prohibits the Planning Agency from denying or regulating the placement and construction of wireless communication facilities (WCF) on the basis of environmental effects of radio frequency and/or electromagnetic energy, to the extent that such facilities comply with FCC regulations concerning acceptable frequency emissions. Pursuant to federal law, the Planning Agency cannot consider RF-EME emissions to the extent that they do not exceed the parameters set by the FCC. Relying on potential health effects as a basis for denial or local regulation through the City's land use and planning process is impermissible under the FTA. (Section 332 of the Federal Telecommunications Act (47 USC Sect. 152 et seq.)).

The Federal Telecommunications Act provides, in relevant part, as follows:

"No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions."

While the Applicant has submitted the RF-EME compliance report that models expected RF-EME emissions, a condition of approval has been included (Condition 15) that requires the Applicant to submit a post-installation report that demonstrates that actual operations of the facility are within FCC limitations for safe RF-EME exposure.

The Federal Communications Commission (FCC) "Shot Clock Rule"

Federal Regulations adopted in 2009 and amended in 2014 designate specific time

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periods under which local agencies must review applications for WCFs. For this application, which is a new stand-alone facility, the City must process the Applicant's request for a CUP within 150 days from the date of application; however, time tolls following a determination by the City that the application is incomplete (i.e. missing necessary, required information) within 30 days from initial submittal and resumes upon resubmittal by the Applicant. The date of application for this CUP was May 30, 2018. The application was deemed incomplete June 27, 2018. The Applicant re-submitted the requested missing information and staff subsequently determined that the application was complete on July 31, 2018. Therefore, for this application, the Planning Agency must take action on this application by October 9, 2018. Failure to take action by this date could result in the Applicant commencing legal action against the City, potentially resulting in the project being deemed approved.

CONCLUSION:

Staff is of the opinion that this project, subject to the attached Conditions of Approval, meets the requirements and objectives of the City's Development Code and is recommending approval of the CUP for the new small cell communication facility. The increase in height of the streetlight due to the antennae will not substantially change the appearance of the streetlight nor affect the character of the surrounding area. The ground-mounted equipment will be placed in a small subterranean vault, eliminating any impacts due to the ground equipment. The proposed installation is the alternative that meets the Applicant's objective of filling coverage gaps in AT&T's wireless service network with the least visual impact. Furthermore the proposed installation will not be detrimental to the public health, safety, or welfare.

PUBLIC COMMENT:

A total of eight (8) public hearing notices were mailed, including all property owners within a 300-foot radius of the proposed small cell installation. To date, no public comments or concerns have been received by staff.

CEQA FINDINGS:

This project is exempt from CEQA under the Class 3 New Construction or Conversion of Small Structures categorical exemption set forth in CEQA Guidelines Section 15303. The Class 3 exemption applies to the "construction and location of limited numbers of new, small facilities or structures" and the "installation of small new equipment and facilities in small structures." The Class 3 exemption applies to the installation of wireless

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telecommunications equipment at multiple locations. (See *Aptos Residents Association v. County of Santa Cruz* (2018) 20 Cal.App.5th 1039 [finding the proposed installation of 13 microcell transmitters at different locations each consisting of an antenna mounted on an extender pole with related pole-mounted equipment to be exempt under the Class 3 exemption]; *Robinson v. City and County of San Francisco* (2012) 208 Cal.App.4th 950 [finding a series of approximately 40 proposed wireless telecommunications equipment installations to be fastened to utility poles throughout the City to be exempt under the Class 3 exemption]; *San Francisco Beautiful v. City and County of San Francisco* (2014) 226 Cal.App.4th 1012 [finding the installation of 726 metal utility boxes housing telecommunications equipment on city sidewalks to be exempt under the Class 3 exemption].)

Here, the proposed project consists of the installation of one small cellular communication equipment site which will include the placement of an antenna along with pole-mounted equipment located within an equipment shroud on top of a replacement Southern California Edison streetlight standard. The antenna will be two feet in height and the equipment shroud will be 3'-4". The site will also include the installation of ground-mounted equipment within a small subterranean vault beneath the adjoining parkway. The project will include the installation of a new Southern California Edison streetlight standard at the site to replace the existing streetlight in roughly the same location. The site thus consists of the "construction and location of limited numbers of new, small facilities or structures" or the "installation of small new equipment and facilities in small structures" within the meaning of the Class 3 New Construction or Conversion of Small Structures exemption. The proposed installation is therefore exempt from CEQA pursuant to the Class 3 categorical exemption. (See *Aptos Residents Association*, supra, 20 Cal.App.5th at 1047; and *Robinson*, supra, 208 Cal.App.4th at 956.)

ATTACHMENTS:

- Attachment 1 - Resolution of Approval
- Attachment 2 - Photo Sims
- Attachment 3 - Prop Maps
- Attachment 4 - RF Report
- Attachment 5 - Narrative
- Attachment 6 - Plans



Attachment 1

Resolution of Approval

Attachment: Attachment 1 - Resolution of Approval [Revision 1] (1675 : CUP No. 5-18-4210 (AT&T Del Lago))

RESOLUTION NO. PA2018-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING CONDITIONAL USE PERMIT (CUP) NO. 5-18-4210, A REQUEST BY ERICSSON INC., ON BEHALF OF AT&T, TO CONSTRUCT AND OPERATE A NEW SMALL CELL COMMUNICATION FACILITY CONSTRUCTED ON A SOUTHERN CALIFORNIA EDISON STREETLIGHT STANDARD IN THE PUBLIC RIGHT-OF-WAY LOCATED ON THE WEST SIDE OF DEL LAGO DRIVE APPROXIMATELY 243 FEET SOUTHERLY OF LAKE FOREST DRIVE.

The Planning Agency of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, Ericsson, Inc., on behalf of AT&T ("the Applicant"), has filed an application for Conditional Use Permit No. 5-18-4210 to construct and operate a new small cell communication facility on a Southern California Edison (SCE) streetlight standard in the public right-of-way (ROW) located along Del Lago Drive approximately 234 feet southerly of Lake Forest Drive; and,

WHEREAS, Conditional Use Permit No. 5-18-4210 is hereby found to be Categorically Exempt from CEQA pursuant to Section 15303 of Title 14, Chapter 3 of the California Code of Regulations (Class 3, New Construction or Conversion of Small Structures); and

WHEREAS, SCE has given their authorization for the proposed application for construction and operation of a new small cell communication facility on a streetlight standard owned by SCE; and

WHEREAS, the Planning Agency has considered evidence presented by the Community Development Department, the Applicant, and other interested parties with respect to the subject application at a duly noticed public hearing held on September 11, 2018.

NOW, THEREFORE, THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

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

SECTION 2. That the required findings by the City for approval of Conditional Use Permit No. 5-18-4210 have been met and made as follows:

1. The proposed use is consistent with the General Plan.
The General Plan establishes goals and policies that encourage communication services to provide services using the best technology available. Further, the General Plan encourages infill development that is sensitive to existing neighborhoods. The Applicant has shown a need to enhance cellular coverage in

the surrounding area and proposes to locate an antenna on a replacement SCE streetlight standard. Small cell sites (micro cells or distributed antenna systems) are lightweight and low-power antenna solutions designed to bring necessary signal to the end user, when used in conjunction with traditional macro sites. The proposed small cell site will consist of one antenna and other associated equipment on top of a SCE streetlight standard (which will replace an existing one). The antenna and pole-mounted equipment will be shrouded and ground-mounted equipment will be located in a small subterranean vault. The result is an effective boost to AT&T's mobile network in the immediate vicinity, utilizing already existing infrastructure (a streetlight standard), with little to no visual impacts, consistent with the General Plan. The subject application is consistent with the General Plan by providing communication technology to the area and providing the least intrusive solution for placement of the antenna.

2. The nature, condition, and development of adjacent uses, buildings, and structures have been considered and the proposed conditional use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures.

The small cell communication facility will be located on a new streetlight standard to replace an existing SCE streetlight standard in the public ROW and is located within an area of existing office and commercial uses and the closest single-family residential use is a mobile home park located 0.3 miles (1,790 feet) to the southeast of the site and will be adequately buffered. The proposed small cell site will consist of one antenna and other associated equipment on top of a SCE streetlight standard (which will replace an existing one). The antenna and pole-mounted equipment will be shrouded and ground-mounted equipment will be located in a small subterranean vault, resulting in little to no visual impact. The Applicant has provided an RF-EME study which models any potential RF-EME exposure. The study finds that the site will operate within FCC limits for safe exposure. RF energy emissions from small cell sites are significantly lower than in traditional macro sites. Additionally, the use will be conditioned to operate within required FCC parameters pertaining to the transmission of RF energy so as to ensure there is no harmful public exposure.

3. The proposed site is adequate in size and shape to accommodate the use and integrate it with the existing and planned uses in the vicinity.

The wireless communications facility will be located on a streetlight standard owned by SCE in the public ROW. The pole-mounted antenna and equipment will be shrouded at the top, above the light fixture for minimal visual impact. The ground equipment will be located in a small subterranean vault.

4. All required development standards prescribed by the Development Code can be achieved.

The proposed site is within height limitations of the MXU zoning district and is located on a streetlight standard within the public ROW. A Communication Facility is a permitted use in the zoning district, subject to provisions in Chapter 9-58 of the

Zoning Code. Design criteria are included in Chapter 9-58, including encouraging using alternative support structures, placing ground-mounted equipment underground, and screening the facility to the maximum extent feasible. The proposed small cell site accomplishes these requirements by using an SCE streetlight as an alternative structure for an antenna support, and concealing otherwise exposed equipment by completely enclosing it within a shroud designed to appear as part of the streetlight at the top of the pole, and placing ground-mounted equipment within an underground vault, providing the maximum screening for the facility possible.

5. The conditions and limitations placed upon the use are necessary to ensure compatibility with adjacent or abutting uses and the preservation of the public peace, safety, and welfare.

The wireless communications facility has been required to be designed in such a way as to minimize or avoid impacting the surrounding area to ensure compatibility with adjacent uses. The facility will be placed on a SCE streetlight standard and other equipment will be placed in an underground vault. These provisions, are necessary to provide the needed cellular service while ensuring compatibility with surrounding uses. In addition, the following conditions of approval establish additional limitations on the use and operation of the facility in the interest of preserving the public peace, health, safety and welfare:

- *Condition 12 requires the Applicant to remove all equipment in the event the use ceases.*
- *Condition 14 requires the Applicant to provide documentation that the facility is operating within required FCC parameters for EMF and RFR exposure within 90 days of commencement of the use.*
- *Condition 17 requires the Applicant to maintain the facility in a “like new” condition to maintain the aesthetic quality of the improvements.*

6. That there are no reasonable design or location alternatives to the requested use that would have less adverse effects on the surrounding property or be less detrimental to the public health, safety and welfare.

The Applicant has submitted propagation maps indicating that the antenna is needed in order to increase data speeds on the network. Alternatives to this site would be the same type of installation on nearby streetlight standards in the public ROW to the same effect as the proposed installation. Another alternative would be to build a new monopole for a macro site somewhere in the vicinity to cover the coverage gaps and needed signal densification. A new monopole would have significantly greater visual impact than several small sites, such as the one proposed. Additionally, other than the minor visual effect of the 5-foot 6-inch shrouded vertical projection at the top of the light standard, the proposal has no adverse effects on the surrounding property, and the proposed installation will not

be detrimental to the public health, safety, or welfare. With regard to effect of RF-EME exposure, the Applicant has provided an RF-EME study demonstrating that the RF energy generated by the proposed site is within established FCC safety guidelines for exposure. When compared to a standard macro site with 12 or more antennas, the amount of RF emissions is significantly less. The Applicant has proposed that the ground equipment be located in an underground vault.

7. That the facility structures and equipment are located, designed and screened to blend with the existing natural environment or built surroundings so as to reduce visual impacts to the extent feasible considering the technological requirements of the proposed telecommunication services and the need to be compatible with the character of the community.
The antenna will be located on a streetlight standard, which will replace an existing streetlight standard owned by SCE. The overall height of the proposed standard is 5'6" taller than the existing standard it would replace. The antenna and other equipment such as radio units will be entirely screened by a cylindrical shroud at the top of the standard. The shroud will match the finish and color of the light standard. All ground-mounted equipment will be located in a small underground vault. The proposed design in the least visually impactful way to accomplish the goal of filling a service gap in AT&Ts wireless service, as demonstrated in the propagation maps.
8. That the facility is designed to blend with any existing supporting structures and does not substantially alter the character of the structure or local area.
The antenna will be located on a streetlight standard, which will replace an existing streetlight standard owned by SCE. The overall height of the proposed standard is 5'6" taller than the existing standard it would replace. The antenna and other equipment such as radio units will be entirely screened by a cylindrical shroud at the top of the standard. The shroud will match the finish and color of the light standard. All ground-mounted equipment will be located in a small underground vault. As such the proposed design incorporates the installation into the SCE light standard and does not substantially alter the character of the structure or the area.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve CUP No. 5-18-4210 subject to the following conditions:

1. The following Conditions of Approval shall be binding and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to each of the following: the project applicant, Ericsson, AT&T, the owner(s) and tenant(s) of the property, and each of their respective successors and assigns.
2. Unless the context dictates otherwise, whenever the term "Project" is used in the following Conditions of Approval, it shall refer collectively to the plans, studies, and exhibits submitted to the City by the Applicant to depict the improvements to be constructed as

part of the Project, as modified by these Conditions of Approval for Conditional Use Permit No. 5-18-4210.

3. This approval constitutes approval of the Project only to the extent that it complies with the City's Development Code and any other applicable zoning regulations. Approval does not include any action or findings as to compliance or approval of the project regarding any other applicable ordinance, regulation or requirement.
4. Failure to abide by and faithfully comply with any and all conditions of approval shall constitute grounds for revocation of this Permit by the Laguna Hills Planning Agency.
5. This Conditional Use Permit may be modified or revoked by the Planning Agency should the Agency determine, after a duly noticed hearing held in compliance with all applicable laws, including without limitation, the Federal Telecommunications Act and FCC rules and regulations, that the proposed use or conditions under which it is being operated or maintained are detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.
6. To the fullest extent permitted by law, the Applicant shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless the City, its elected and appointed officers and officials, employees, agents, departments, agencies, authorized volunteers, consultants, boards, commissions, and committees, and instrumentalities thereof ("Indemnitees"), from and against any and all claims, liabilities, losses, fines, demands, penalties, lawsuits, writs of mandamus, and any other claims or actions or proceedings of any kind whatsoever (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), judgments, orders and decisions (collectively "Claims" and "Actions"), brought against the Indemnitees, which seek to attack, challenge, modify, set aside, void, or annul any action of or any permit or approval issued by the Indemnitees (including actions approved by the voters of the City) for, in connection with, or concerning the approval of this Permit. It is expressly understood and agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the defense of the Indemnitees for the Claims and Actions, and that the Applicant shall promptly reimburse the City for all costs and expenses directly and necessarily incurred by the City in the course of the defense, including reasonable attorneys' fees. The City shall promptly notify the Applicant of any Claims and Actions brought against the

Indemnitees and shall cooperate in the defense of any such Claims and Actions. If the Applicant fails to so defend the Claims and Actions, the City shall have the right but not the obligation to do so and, if it does, the Applicant shall promptly pay the City's full cost thereof.

7. The Applicant shall agree in writing to these conditions of approval within 30 days of the Planning Agency's approval of this Permit.
8. Pursuant to Government Code Section 66020, the Applicant is informed that the 90-day period in which the Applicant may protest the fees, dedications, reservation, or exactions imposed on this project through the conditions of approval has begun.
9. The Applicant shall reimburse the City for any outstanding staff time spent on the processing of this Permit within 60 days of the Planning Agency's approval.
10. This Permit shall expire and be of no further force or effect if the Permit is not implemented within two years from September 11, 2018.
11. Within 48 hours from project approval, the Applicant shall submit to the City a check in the amount of \$50.00, made payable to the Orange County Clerk-Recorder, for filing the Notice of Exemption.
12. The Applicant is required to completely dismantle and remove the wireless communication facility and all of its associated antennas and all equipment and infrastructure established and maintained on the subject property pursuant to this Permit if their use is abandoned, discontinued, or no longer providing service for a period of six months or more.
13. The Applicant shall cooperate with other wireless communications providers in co-locating additional antennas, equipment or structures within the subject property provided said providers have received all required SCE approvals. The Applicant shall exercise good faith in co-locating with other wireless communications providers and sharing the permitted site, provided such shared use does not give rise to a substantial technical level or quality of service impairment of the permitted use (as opposed to a competitive conflict or financial burden).
14. Within ninety (90) days of commencement of operations of the wireless communications facility, the Applicant shall be required to provide a preliminary report and field report prepared by a qualified licensed civil engineer that shows the operation of the facility is in

conformance with all applicable FCC standards and regulations, including, where incorporated by the FCC, the standards established by the American National Standards Institute (ANSI) and Institute of Electrical and Electronics Engineers (IEEE) for safe human exposure to electromagnetic fields (EMF) and radio frequency radiation (RFR). Said report must be mailed or delivered to the City of Laguna Hills, Planning Division at 24035 El Toro Road, Laguna Hills, CA 92653.

15. The proposed wireless communications facility shall comply with all regulations set forth in Chapter 9-58 of the Laguna Hills Municipal Code regarding communication facilities.
16. The Applicant shall ensure equipment shroud is in a color and finish to match the light standard at time of Project completion and is maintained in a matching condition throughout the life of the facility.
17. The Applicant shall maintain all communications facility and antenna elements approved pursuant to this Permit in a "like new" condition and shall promptly repair, replace, or repaint elements as applicable within 90 days upon written notification from the Community Development Director.
18. Prior to any work occurring in the public right-of-way, the Applicant shall apply for and obtain an Encroachment Permit from the Public Services Department.
19. Prior to commencement of work, the Applicant shall submit to the City Engineer for review and approval a site-specific traffic control plan, prepared by a qualified Civil/Traffic Engineer.
20. Prior to Encroachment Permit final, the Applicant shall replace any damaged landscape and/or irrigation to the reasonable satisfaction of the City Engineer, or reimburse the City for the estimated cost of repairs.
21. Prior to Encroachment Permit final, the Applicant shall remove and replace existing banded traffic control signs from the existing standard to the new standard, if any.
22. Work on the Project shall be completed between 9:00 am and 4:00 pm Monday through Saturday.
23. The Applicant shall be responsible for ensuring that all applicable building permits are obtained, as required by Section 105 of the 2016 California Building Code prior to commencement of any work for which a permit is required.

24. Any required documents submitted for the purpose of building permit issuance shall be accurately labeled and reflect all work. As required by Section 107 of the 2016 California Building Code (construction documents).
25. Prior to the issuance of any building or grading permit, the Applicant shall submit Construction and Demolition Waste Recycling Program paperwork, if applicable, as required by the City of Laguna Hills Ordinance NO. 2018-4 and to comply with mandates of CalRecycle.
26. Applicant shall comply with all general construction Water Quality Ordinances, as required by City of Laguna Hills, Ordinance No. 2003-12.
27. Prior to the issuance of a building permit, the Applicant shall obtain approval from SCE for a separate meter for the improvements, and be responsible for ensuring separate building permits are obtained for the installation of any such meter. The meter shall be installed as required by SCE.
28. Applicant shall comply with all California Energy requirements, as required by the California Energy Commission at the time of document submittal for the purpose of permit issuance.
29. All construction shall comply with 2016 California Building Code, California Plumbing Code, California Mechanical Code, and California Electrical Codes, or the code applicable at the time of permit issuance.

PASSED, APPROVED, AND ADOPTED this 11th day of September, 2018.

MELODY CARRUTH, CHAIR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

Attachment: Attachment 1 - Resolution of Approval [Revision 1] (1675 : CUP No. 5-18-4210 (AT&T Del Lago))

STATE OF CALIFORNIA) COUNTY
 OF ORANGE) ss
 CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. PA2018-xxx adopted by the Planning Agency of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 11th day of September, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MELISSA AU-YEUNG, CITY CLERK

Attachment: Attachment 1 - Resolution of Approval [Revision 1] (1675 : CUP No. 5-18-4210 (AT&T Del Lago))



Attachment 2

Photo Simulations

CRAN_RLOS_MSVJO_032
23016 Del Lago Drive
Laguna Hills, CA 92653



Location
Map



Existing Site
Conditions



Proposed Site
Build

View 1

CRAN_RLOS_MSVJO_032
23016 Del Lago Drive
Laguna Hills, CA 92653



Location Map



Existing Site Conditions



Proposed Site Build

View 2

**23016 Del Lago Drive
Laguna Hills, CA 92653**



Location Map



Existing Site Conditions



Proposed Site Build

View 3



Attachment 3

Propagation Maps

Attachment: Attachment 3 - Prop Maps (1675 : CUP No. 5-18-4210 (AT&T Del Lago))

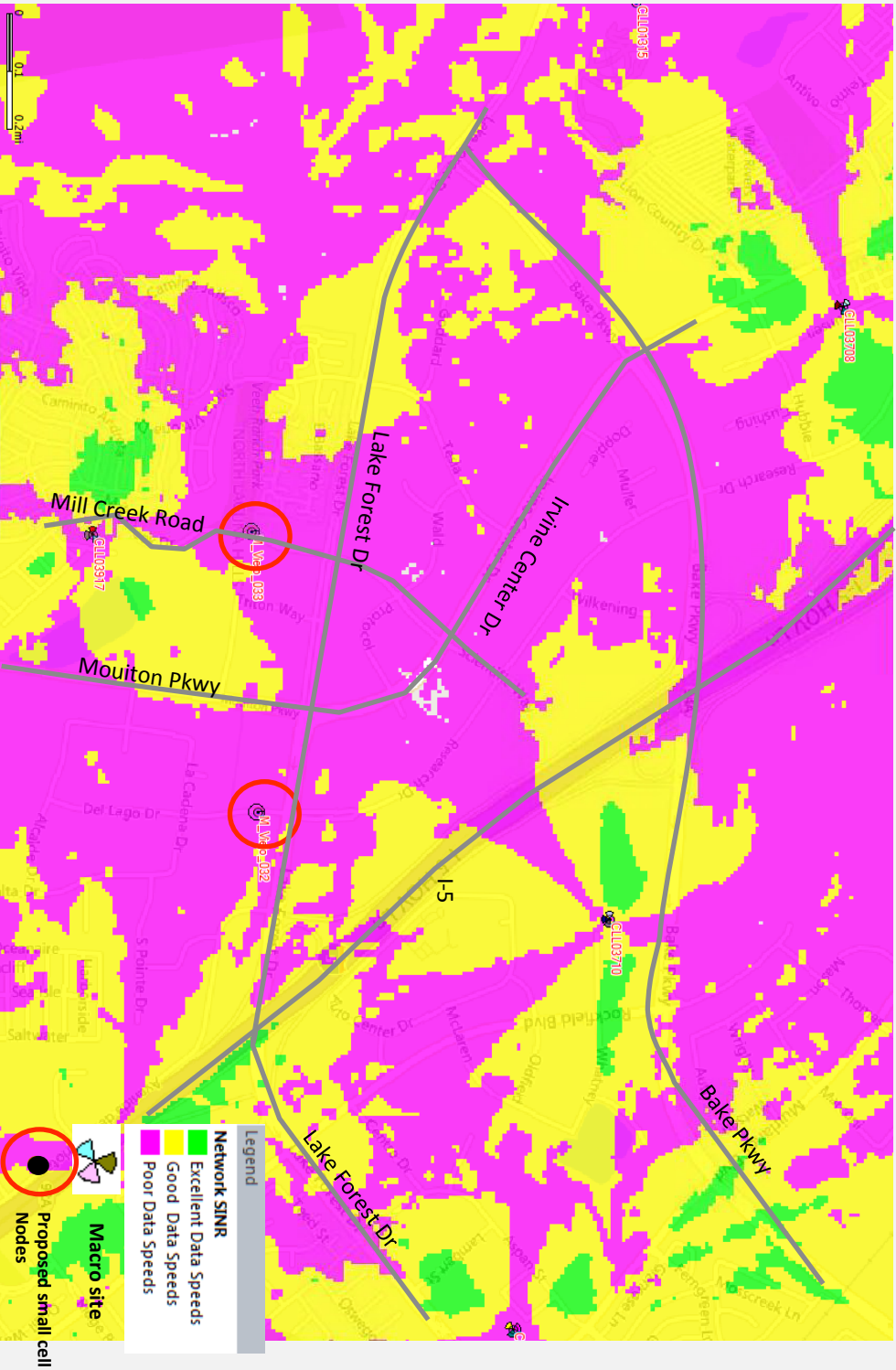
CRAN_RLOS_MSVJO_032 and 033

Propagation Maps for Node MSVJO_032 and 033 FEB, 2018

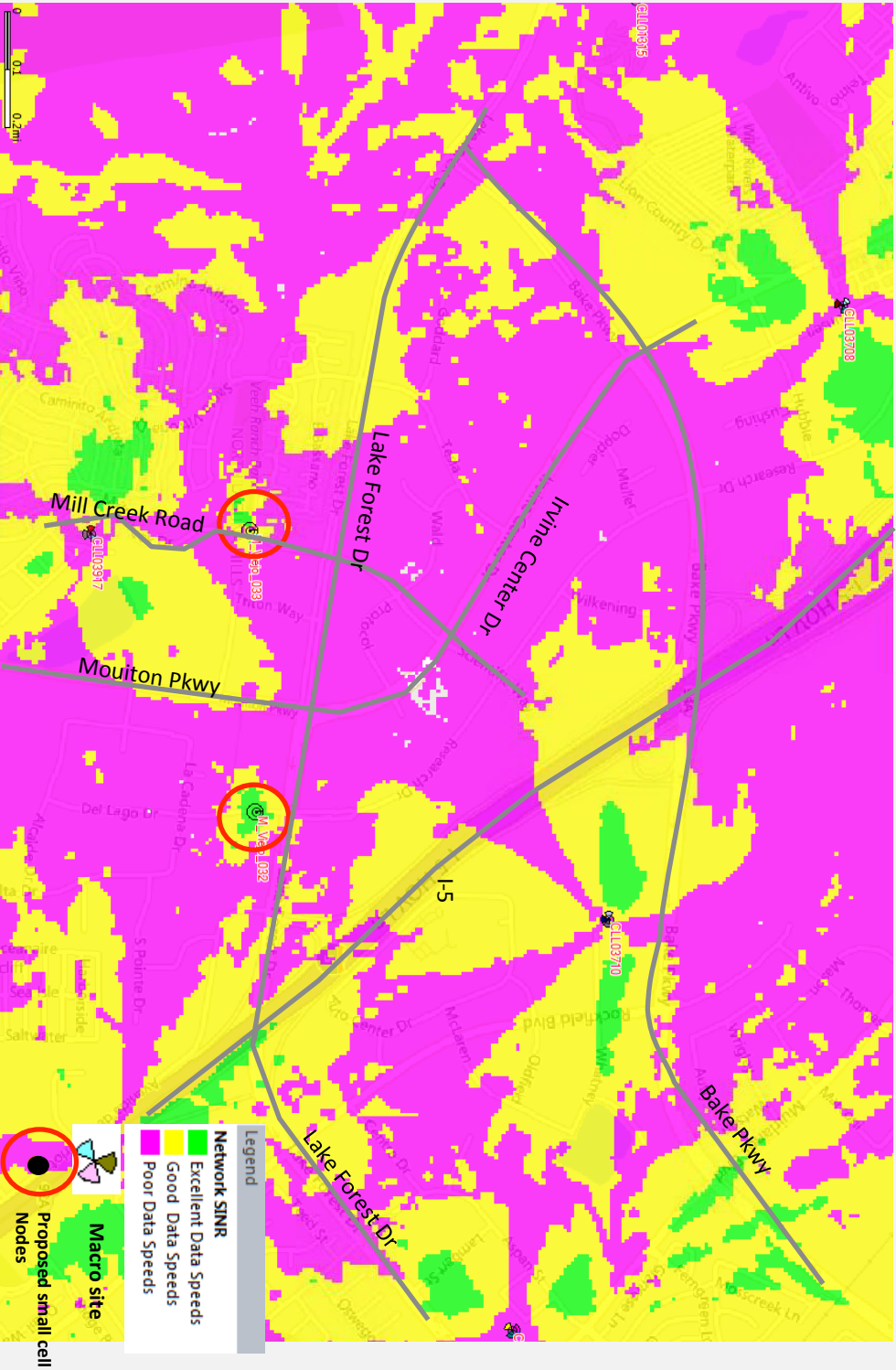


SINR_Coverage without Small cell

Attachment: Attachment 3 - Prop Maps (1675 : CUP No. 5-18-4210 (AT&T Del Lago))



SINR_Coverage with Small cell





Attachment 4

RF-EME Compliance Report

Attachment: Attachment 4 - RF Report (1675 : CUP No. 5-18-4210 (AT&T Del Lago))

Radio Frequency – Electromagnetic Energy (RF-EME) Compliance Report

Site No. CRAN_RLOS_MSVJO_032
MRLOS045532
MSVJO 32B
23016 Del Lago Dr
Laguna Hills, California 92653
Orange County
33.628297; -117.726907 NAD83
Light Pole

**The proposed AT&T installation will be in compliance with FCC regulations
upon proper installation of recommended signage.**

EBI Project No. 6218005123
July 18, 2018



Prepared for:
AT&T Mobility, LLC
100 W Alondra Blvd
Gardena, California 90248

Prepared by:
 **EBI Consulting**
environmental | engineering | due diligence

RF-EME Compliance Report
EBI Project No. 6218005123

USID No. 188400 Site No. CRAN_RLOS_MSVJO_032
23016 Del Lago Dr, Laguna Hills, California

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Attachment: Attachment 4 - RF Report (1675 : CUP No. 5-18-4210 (AT&T Del Lago))

RF-EME Compliance Report
EBI Project No. 6218005123

USID No. 188400 Site No. CRAN_RLOS_MSVJO_032
23016 Del Lago Dr, Laguna Hills, California

EXECUTIVE SUMMARY

Purpose of Report

EnviroBusiness Inc. (dba EBI Consulting) has been contracted by AT&T Mobility, LLC to conduct radio frequency electromagnetic (RF-EME) modeling for AT&T Site CRAN_RLOS_MSVJO_032 located at 23016 Del Lago Dr in Laguna Hills, California to determine RF-EME exposure levels from proposed AT&T wireless communications equipment at this site. As described in greater detail in Section 1.0 of this report, the Federal Communications Commission (FCC) has developed Maximum Permissible Exposure (MPE) Limits for general public exposures and occupational exposures. This report summarizes the results of RF-EME modeling in relation to relevant FCC RF-EME compliance standards for limiting human exposure to RF-EME fields.

This report contains a detailed summary of the RF EME analysis for the site, including the following:

- Site Plan with antenna locations
- Graphical representation of theoretical MPE fields based on modeling
- Graphical representation of recommended signage and/or barriers

This document addresses the compliance of AT&T's transmitting facilities independently and in relation to all collocated facilities at the site.

Statement of Compliance

A site is considered out of compliance with FCC regulations if there are areas that exceed the FCC exposure limits and there are no RF hazard mitigation measures in place. Any carrier which has an installation that contributes more than 5% of the applicable MPE must participate in mitigating these RF hazards.

As presented in the sections below, based on worst-case predictive modeling, there are no modeled exposures on any accessible utility line level and ground walking/working surface related to ATT's proposed antennas that exceed the FCC's occupational and/or general public exposure limits at this site.

As such, the proposed AT&T installation is in compliance with FCC regulations upon proper installation of recommended signage and/or barriers.

AT&T Recommended Signage/Compliance Plan

AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, requires that:

1. All sites must be analyzed for RF exposure compliance;
2. All sites must have that analysis documented; and
3. All sites must have any necessary signage and barriers installed.

Site compliance recommendations have been developed based upon protocols presented in AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, additional guidance provided by AT&T, EBI's understanding of FCC and OSHA requirements, and common industry practice. Barrier locations have been identified (when required) based on guidance presented in AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014.

EBI Consulting ♦ 21 B Street ♦ Burlington, MA 01803 ♦ 1.800.786.2346

Attachment: Attachment 4 - RF Report (1675 : CUP No. 5-18-4210 (AT&T Del Lago))

RF-EME Compliance Report
EBI Project No. 6218005123

USID No. 188400 Site No. CRAN_RLOS_MSVJO_032
23016 Del Lago Dr, Laguna Hills, California

The following signage is recommended at this site:

- Blue NOTICE decals posted around the bottom of the radome of the antenna.

The signage proposed for installation at this site complies with AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document and therefore complies with FCC and OSHA requirements. Barriers are not recommended on this site. More detailed information concerning site compliance recommendations is presented in Section 4.0 and Appendix B of this report.

RF-EME Compliance Report
EBI Project No. 6218005123

USID No. 188400 Site No. CRAN_RLOS_MSJJO_032
23016 Del Lago Dr, Laguna Hills, California

1.0 FEDERAL COMMUNICATIONS COMMISSION (FCC) REQUIREMENTS

The FCC has established Maximum Permissible Exposure (MPE) limits for human exposure to Radiofrequency Electromagnetic (RF-EME) energy fields, based on exposure limits recommended by the National Council on Radiation Protection and Measurements (NCRP) and, over a wide range of frequencies, the exposure limits developed by the Institute of Electrical and Electronics Engineers, Inc. (IEEE) and adopted by the American National Standards Institute (ANSI) to replace the 1982 ANSI guidelines. Limits for localized absorption are based on recommendations of both ANSI/IEEE and NCRP.

The FCC guidelines incorporate two separate tiers of exposure limits that are based upon occupational/controlled exposure limits (for workers) and general public/uncontrolled exposure limits for members of the general public.

Occupational/controlled exposure limits apply to situations in which persons are exposed as a consequence of their employment and in which those persons who are exposed have been made fully aware of the potential for exposure and can exercise control over their exposure. Occupational/controlled exposure limits also apply where exposure is of a transient nature as a result of incidental passage through a location where exposure levels may be above general public/uncontrolled limits (see below), as long as the exposed person has been made fully aware of the potential for exposure and can exercise control over his or her exposure by leaving the area or by some other appropriate means.

General public/uncontrolled exposure limits apply to situations in which the general public may be exposed or in which persons who are exposed as a consequence of their employment may not be made fully aware of the potential for exposure or cannot exercise control over their exposure. Therefore, members of the general public would always be considered under this category when exposure is not employment-related, for example, in the case of a telecommunications tower that exposes persons in a nearby residential area.

Table I and Figure I (below), which are included within the FCC's OET Bulletin 65, summarize the MPE limits for RF emissions. These limits are designed to provide a substantial margin of safety. They vary by frequency to take into account the different types of equipment that may be in operation at a particular facility and are "time-averaged" limits to reflect different durations resulting from controlled and uncontrolled exposures.

The FCC's MPEs are measured in terms of power (mW) over a unit surface area (cm²). Known as the power density, the FCC has established an occupational MPE of 5 milliwatts per square centimeter (mW/cm²) and an uncontrolled MPE of 1 mW/cm² for equipment operating in the 1900 MHz frequency range. For the AT&T equipment operating at 850 MHz, the FCC's occupational MPE is 2.83 mW/cm² and an uncontrolled MPE of 0.57 mW/cm². For the AT&T equipment operating at 700 MHz, the FCC's occupational MPE is 2.33 mW/cm² and an uncontrolled MPE of 0.47 mW/cm². These limits are considered protective of these populations.

Table I: Limits for Maximum Permissible Exposure (MPE)				
(A) Limits for Occupational/Controlled Exposure				
Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time [E] ² , [H] ² , or S (minutes)
0.3-3.0	614	1.63	(100)*	6
3.0-30	1842/f	4.89/f	(900/f ²)*	6
30-300	61.4	0.163	1.0	6
300-1,500	--	--	f/300	6

EBI Consulting ♦ 21 B Street ♦ Burlington, MA 01803 ♦ 1.800.786.2346

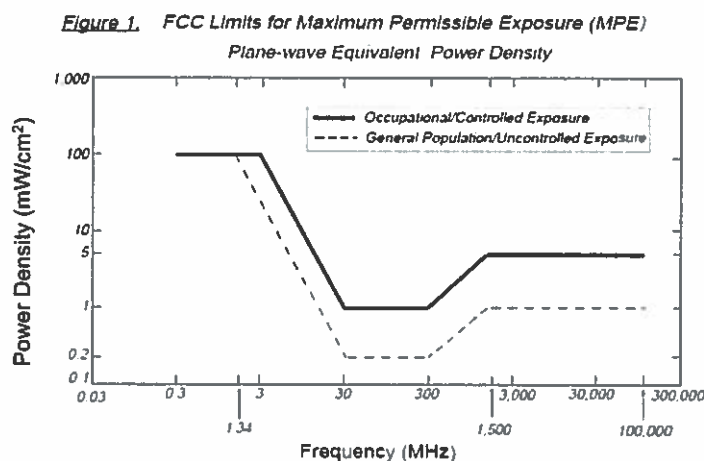
RF-EME Compliance Report
EBI Project No. 6218005123

USID No. 188400 Site No. CRAN_RLOS_MSVJO_032
23016 Del Lago Dr, Laguna Hills, California

Table 1: Limits for Maximum Permissible Exposure (MPE)				
(A) Limits for Occupational/Controlled Exposure				
Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time [E] ² , [H] ² , or S (minutes)
1,500-100,000	--	--	5	6
(B) Limits for General Public/Uncontrolled Exposure				
Frequency Range (MHz)	Electric Field Strength (E) (V/m)	Magnetic Field Strength (H) (A/m)	Power Density (S) (mW/cm ²)	Averaging Time [E] ² , [H] ² , or S (minutes)
0.3-1.34	614	1.63	(100)*	30
1.34-30	824/f	2.19/f	(180/f ²)*	30
30-300	27.5	0.073	0.2	30
300-1,500	--	--	f/1,500	30
1,500-100,000	--	--	1.0	30

f = Frequency in (MHz)

* Plane-wave equivalent power density



Based on the above, the most restrictive thresholds for exposures of unlimited duration to RF energy for several personal wireless services are summarized below:

Personal Wireless Service	Approximate Frequency	Occupational MPE	Public MPE
Personal Communication (PCS)	1,950 MHz	5.00 mW/cm ²	1.00 mW/cm ²
Cellular Telephone	870 MHz	2.90 mW/cm ²	0.58 mW/cm ²
Specialized Mobile Radio	855 MHz	2.85 mW/cm ²	0.57 mW/cm ²
Long Term Evolution (LTE)	700 MHz	2.33 mW/cm ²	0.47 mW/cm ²
Most Restrictive Freq. Range	30-300 MHz	1.00 mW/cm ²	0.20 mW/cm ²

MPE limits are designed to provide a substantial margin of safety. These limits apply for continuous exposures and are intended to provide a prudent margin of safety for all persons, regardless of age, gender, size, or health.

RF-EME Compliance Report
EBI Project No. 6218005123

USID No. 188400 Site No. CRAN_RLOS_MSJJO_032
23016 Del Lago Dr, Laguna Hills, California

Personal Communication (PCS) facilities used by AT&T in this area operate within a frequency range of 700-1900 MHz. Facilities typically consist of: 1) electronic transceivers (the radios or cabinets) connected to wired telephone lines; and 2) antennas that send the wireless signals created by the transceivers to be received by individual subscriber units (PCS telephones). Transceivers are typically connected to antennas by coaxial cables.

Because of the short wavelength of PCS services, the antennas require line-of-site paths for good propagation, and are typically installed above ground level. Antennas are constructed to concentrate energy towards the horizon, with as little energy as possible scattered towards the ground or the sky. This design, combined with the low power of PCS facilities, generally results in no possibility for exposure to approach Maximum Permissible Exposure (MPE) levels, with the exception of areas directly in front of the antennas.

2.0 AT&T RF EXPOSURE POLICY REQUIREMENTS

AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, requires that:

1. All sites must be analyzed for RF exposure compliance;
2. All sites must have that analysis documented; and
3. All sites must have any necessary signage and barriers installed.

Pursuant to this guidance, worst-case predictive modeling was performed for the site. This modeling is described below in Section 3.0. Lastly, based on the modeling and survey data, EBI has produced a Compliance Plan for this site that outlines the recommended signage and barriers. The recommended Compliance Plan for this site is described in Section 4.0.

3.0 WORST-CASE PREDICTIVE MODELING

In accordance with AT&T's RF Exposure policy, EBI performed theoretical modeling using RoofView® software to estimate the worst-case power density at the site utility line level and ground-level resulting from operation of the antennas. RoofView® is a widely-used predictive modeling program that has been developed by Richard Tell Associates to predict both near field and far field RF power density values for roof-top and tower telecommunications sites produced by vertical collinear antennas that are typically used in the cellular, PCS, paging and other communications services. The models utilize several operational specifications for different types of antennas to produce a plot of spatially-averaged power densities that can be expressed as a percentage of the applicable exposure limit.

For this report, EBI utilized antenna and power data provided by AT&T, and compared the resultant worst-case MPE levels to the FCC's occupational/controlled exposure limits outlined in OET Bulletin 65. For this report, EBI utilized antenna and power data provided by AT&T and compared the resultant worst-case MPE levels to the FCC's occupational/controlled exposure limits outlined in OET Bulletin 65. The assumptions used in the modeling are based upon information provided by AT&T and information gathered from other sources. There are no other wireless carriers with equipment installed at this site.

Based on worst-case predictive modeling, there are no modeled exposures on any accessible utility line level and ground walking/working surface related to ATT's proposed antennas that exceed the FCC's occupational and/or general public exposure limits at this site.

RF-EME Compliance Report
EBI Project No. 6218005123

USID No. 188400 Site No. CRAN_RLOS_MSJJO_032
23016 Del Lago Dr, Laguna Hills, California

At the nearest walking/working surfaces to the AT&T antennas, the maximum power density generated by the AT&T antennas is approximately 57.10 percent of the FCC's general public limit (11.42 percent of the FCC's occupational limit). The composite exposure level from all carriers on this site is approximately 57.10 percent of the FCC's general public limit (11.42 percent of the FCC's occupational limit) at the nearest walking/working surface to each antenna. Based on worst-case predictive modeling, there are no areas at ground level related to the proposed AT&T antennas that exceed the FCC's occupational or general public exposure limits at this site. At ground level, the maximum power density generated by the antennas is approximately 0.90 percent of the FCC's general public limit (0.18 percent of the FCC's occupational limit).

A graphical representation of the RoofView® modeling results is presented in Appendix B. It should be noted that RoofView® is not suitable for modeling microwave dish antennas; however, these units are designed for point-to-point operations at the elevations of the installed equipment rather than ground-level coverage. Based on AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, microwave antennas are considered compliant if they are higher than 20 feet above any accessible walking/working surface. There are no microwaves installed at this site.

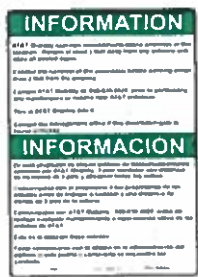
Attachment: Attachment 4 - RF Report (1675 : CUP No. 5-18-4210 (AT&T Del Lago))

4.0 RECOMMENDED SIGNAGE/COMPLIANCE PLAN

Signs are the primary means for control of access to areas where RF exposure levels may potentially exceed the MPE. As presented in the AT&T guidance document, the signs must:

- Be posted at a conspicuous point;
- Be posted at the appropriate locations;
- Be readily visible; and
- Make the reader aware of the potential risks prior to entering the affected area.

The table below presents the signs that may be used for AT&T installations.

Informational Signs		Alerting Signs	
	INFO 1		
	INFO 2		
	INFO 3		
	INFO 4		

RF-EME Compliance Report
EBI Project No. 6218005123

USID No. 188400 Site No. CRAN_RLOS_MSVJO_032
23016 Del Lago Dr, Laguna Hills, California

Based upon protocols presented in AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document, dated October 28, 2014, and additional guidance provided by AT&T, the following signage is recommended on the site:

- Blue NOTICE decals posted around the bottom of the radome of the antenna.

No barriers are required for this site. The signage is graphically represented in the Signage Plan presented in Appendix B.

5.0 SUMMARY AND CONCLUSIONS

EBI has prepared this Radiofrequency Emissions Compliance Report for the proposed AT&T telecommunications equipment at the site located at 23016 Del Lago Dr in Laguna Hills, California.

EBI has conducted theoretical modeling to estimate the worst-case power density from AT&T antennas to document potential MPE levels at this location and ensure that site control measures are adequate to meet FCC and OSHA requirements, as well as AT&T's corporate RF safety policies. As presented in the preceding sections, based on worst-case predictive modeling, there are no modeled exposures on any accessible utility line level and ground walking/working surface related to ATT's proposed antennas that exceed the FCC's occupational and/or general public exposure limits at this site.

Signage is recommended at the site as presented in Section 4.0 and Appendix B. Posting of the signage brings the site into compliance with FCC rules and regulations and AT&T's corporate RF safety policies.

6.0 LIMITATIONS

This report was prepared for the use of AT&T Mobility, LLC to meet requirements outlined in AT&T's corporate RF safety guidelines. It was performed in accordance with generally accepted practices of other consultants undertaking similar studies at the same time and in the same locale under like circumstances. The conclusions provided by EBI are based solely on the information provided by the client. The observations in this report are valid on the date of the investigation. Any additional information that becomes available concerning the site should be provided to EBI so that our conclusions may be revised and modified, if necessary. This report has been prepared in accordance with Standard Conditions for Engagement and authorized proposal, both of which are integral parts of this report. No other warranty, expressed or implied, is made.

RF-EME Compliance Report
EBI Project No. 6218005123

USID No. 188400 Site No. CRAN_RLOS_MSVJO_032
23016 Del Lago Dr, Laguna Hills, California

Appendix A

Personnel Certifications

Attachment: Attachment 4 - RF Report (1675 : CUP No. 5-18-4210 (AT&T Del Lago))

RF-EME Compliance Report
EBI Project No. 6218005123

Site No. CRAN_RLOS_MSVJO_032
23016 Del Lago Dr, Laguna Hills, CA

Reviewed and Approved by:



sealed 19jul2018

Michael McGuire
Electrical Engineer

Note that EBI's scope of work is limited to an evaluation of the Radio Frequency – Electromagnetic Energy (RF-EME) field generated by the antennas and broadcast equipment noted in this report. The engineering and design of the structure, as well as the impact of the antennas and broadcast equipment on the structural integrity of the structure, are specifically excluded from EBI's scope of work.

EBI Consulting

Attachment: Attachment 4 - RF Report (1675 : CUP No. 5-18-4210 (AT&T Del Lago))

RF-EME Compliance Report
EBI Project No. 6218005123

USID No. 188400 Site No. CRAN_RLOS_MSVJO_032
23016 Del Lago Dr, Laguna Hills, California

Preparer Certification

I, Erik Johnson, state that:

- I am an employee of EnviroBusiness Inc. (d/b/a EBI Consulting), which provides RF-EME safety and compliance services to the wireless communications industry.
- I have successfully completed RF-EME safety training, and I am aware of the potential hazards from RF-EME and would be classified "occupational" under the FCC regulations.
- I am familiar with the FCC rules and regulations as well as OSHA regulations both in general and as they apply to RF-EME exposure.
- I have been trained in on the procedures outlined in AT&T's RF Exposure: Responsibilities, Procedures & Guidelines document (dated October 28, 2014) and on RF-EME modeling using RoofView® modeling software.
- I have reviewed the data provided by the client and incorporated it into this Site Compliance Report such that the information contained in this report is true and accurate to the best of my knowledge.



Attachment: Attachment 4 - RF Report (1675 : CUP No. 5-18-4210 (AT&T Del Lago))

RF-EME Compliance Report
EBI Project No. 6218005123

USID No. 188400 Site No. CRAN_RLOS_MSVJO_032
23016 Del Lago Dr, Laguna Hills, California

Appendix B

Compliance/Signage Plan

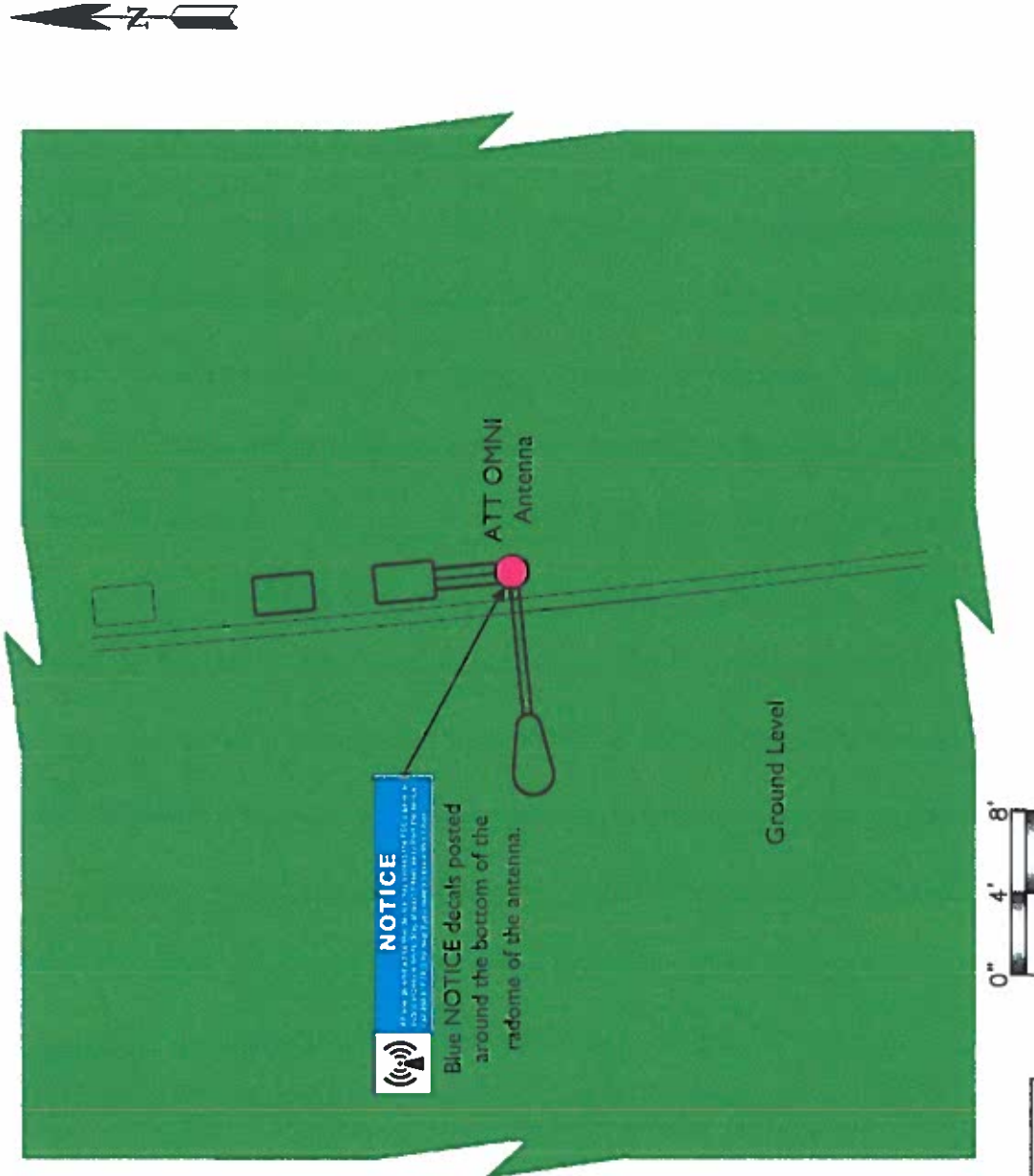
Attachment: Attachment 4 - RF Report (1675 : CUP No. 5-18-4210 (AT&T Del Lago))

At the nearest walking/working surfaces to the AT&T antennas, the maximum power density generated by the AT&T antennas is approximately 57.10 percent of the FCC's general public limit (11.42 percent of the FCC's occupational limit). Based on worst-case predictive modeling, there are no areas at ground level related to the proposed AT&T antennas that exceed the FCC's occupational or general public exposure limits at this site. At ground level, the maximum power density generated by the AT&T antennas is approximately 0.90 percent of the FCC's general public limit (0.18 percent of the FCC's occupational limit).

 AT&T Antennas

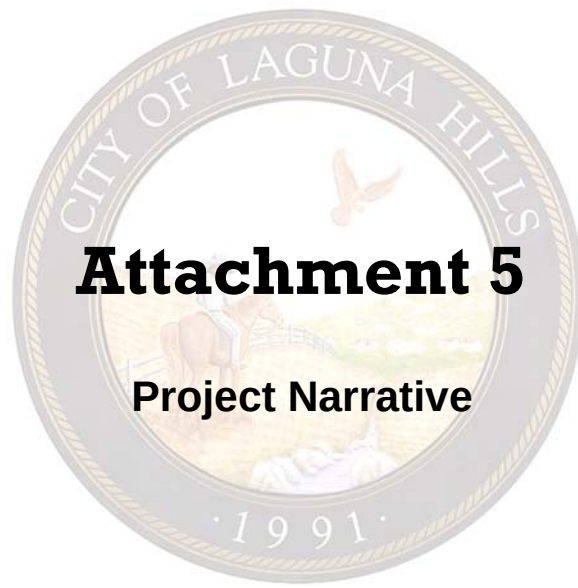
% FCC Public Exposure Limit	
	Exposure Level ≥ 5,000
	500 < Exposure Level ≤ 5,000
	100 < Exposure Level ≤ 500
	Exposure Level ≤ 100

Sign Identification Legend	
	Denotes AT&T Information Sign 1
	Denotes AT&T Information Sign 2
	Denotes AT&T Information Sign 3
	Denotes AT&T Information Sign 4



Compliance/Signage Plan
Facility Operator: AT&T Mobility
Site Name: MSVJO 32B
AT&T Site Number: CRAN_RLOS_MSVJO_032
USID Number: 188400
Report Date: 07-18-18





Attachment 5

Project Narrative

**AT&T Mobility
Small Cell Project
Site Name: CRAN_RLOS_MSVJO_032**

Background

AT&T Mobility (AT&T) mission is to connect people with their world everywhere they live, work and play. AT&T delivers advance mobile services, high speed internet and smart solutions for people and business. AT&T is the global leader in Technology, Media and Telecommunications industry and is committed to the development, growth and improvement of communications in the United States. AT&T is a nationwide wireless service provider located throughout the United States and in U.S. territories. Millions of wireless connections take advantage of the company's mobile products and services. AT&T is committed to improve the customer experience of their hand-held devices, portable computing, and connected automobiles. The company's commitment is to have a robust network of cell sites that could bring faster data speeds and voice connectivity.

AT&T Mobility is a Telephone Corporation registered with the California Public Utilities Commission. The CPUC registration number is U 3060 C. As a Telephone Corporation, AT&T has a legal right to access public right of way under Section 7901 of the California Public Utilities Code.

Mobile Wireless Services

Traditional macro sites are the fundamental building blocks needed for the provision of wireless voice services and high-speed mobile internet. AT&T uses high-band and low-band spectrum to provide wireless service. Each spectrum band has different propagation characteristics, which may experience varied noise or signal interference at a given location. To increase the service quality and reduce noise and interference to the customer, AT&T uses multiple layers of its licensed spectrum to bring its facilities closer to the end user. Signal interference created by environmental clutter or noise from surrounding sources, degrades the signal quality in a manner that affects data rates, service quality, and ultimately coverage. Placing facilities closer to the end user creates smaller coverage cells that produce faster data rates and produces a more efficient use of the limited spectrum.

Adding macro sites has been the typical design solution to increase coverage, capacity and to off-load existing cell sites in the network. This design alternative consists of multiple antennas mounted to a large support structure and a base station of several radio cabinets. The topography of a given area, dense concentration of buildings, the lack of available real estate, the high construction costs and other environmental factors has made it more difficult to bring wireless services closer to the end user in order to reduce weak signals and noise interference, and to increase the data rates which support existing and future demands for optimal user experience of mobile devices.

AT&T solution to increase the densification of wireless signals and coverage capacity of its network in any given geographical area is the implementation of small cells within the public rights of way. Small cells are lightweight and low power antenna solutions designed to cover a radius of up to 1,500 feet. The typical configuration is a single omni-directional antenna or a set of small antennas mounted to existing right-of-way infrastructure, including utility poles, replacement streetlights or other infrastructure. Remote radios are also used with the omni-directional antenna to connect the small cell to nearby macro locations or head-end stations via fiber connections. Small cell installations are non-intrusive to the local community and can easily blend-in with the natural urban or suburban landscape.

Project Description

AT&T engineers have identified several locations in Laguna Hills that require stronger signal densification in order to increase throughput rates and to meet the existing and future demands. These locations are shown on the enclosed Small Cell Network map, which includes approximate coverage for each location shown in red circles. Additional areas may be identified in the future as the engineers continue to monitor the network service quality and capacity.

The subject project is located within the street right of way adjacent to 23016 Del Lago Drive. AT&T proposes to install one (1) omni-directional antenna and associated radios, within a shroud mounted to a replaced SCE streetlight. AT&T has an approved Southern California Edison design for replacement of its streetlights that substantially reduces visual impacts of a typical cell site installation. This solution will provide the needed signal densification to this area for optimal customer experience, while blending with the existing street landscape.

The project scope will consist of the following:

- Removal and replacement of a streetlight by SCE.
- Installation of a single omni-directional antenna.
- Installation of four remote radio units and raycap disconnect switch within a 12" diameter shroud.
- Installation of power and fiber hand holes.

This proposal is the least intrusive design proposed by AT&T for small cells in right-of-way location. All portions of the antenna, radios, disconnect device will be fully screen within a cylindrical shroud. The overall antenna system will be painted a gray color to match the SCE concrete pole. Plans depicting the replaced street light pole location, height and style with the new wireless antenna installation are attached. Photo simulations that show the final antenna and pole installation are also attached for city staff's review.

Conformance with FCC Regulations

The proposed low powered antenna installation attached to a replaced SCE streetlight will comply with FCC standards and regulations. A Radio Frequency report was prepared for the proposed installation and is enclosed for staff's review.

Construction and Maintenance

Construction of the proposed project will take approximately 30-days. All construction will be done in a manner that minimizes impact to residents and business in the area. Existing underground or overhead power and fiber connections will be used with minimal trenching. Directional boring will be used when deemed appropriate for each specific location.

Maintenance of the subject facility is minimal. The majority of the monitoring is done from AT&T's switching offices. If needed, a site visit to change any radio equipment will be coordinated with the existing utility providers and city.

Project Code Compliance

The subject project complies with the City of Laguna Hills Wireless Communications Facilities Ordinance Chapter 9-58 in the following ways:

1. The proposed wireless facility is a small cell installation to be installed on a replaced SCE streetlight in the public right-of-way.
2. The project is allowed subject to the city's approval of a Conditional Use Permit and Encroachment Permit. The proposed installation will not interfere with the use of the existing right-of-way. No ground mounted equipment is proposed.
3. The proposed facility is a low powered antenna designed to work in conjunction with other small cell sites in the area and to off-load capacity from an existing macro facility. The installation will comply with applicable regulations of the Federal Communications Commission as demonstrated in the enclosed RF study.
4. As stated in the project description, the purpose for the deployment of small cells is to increase the signal quality and capacity to the identified commercial development in this portion of Laguna Hills. As such, implementation of the small cell project will reduce a data signal gap that currently existing at this location.
5. The applicant will conform to all City of Laguna Hills requirements.

Site Preferred Location and Alternative Analysis

As noted above, the purpose for the proposed small cell installation on the SCE pole located on Del Lago Drive within a commercial area. The proposed location is needed coverage to provide coverage and signal densification as shown on the coverage maps. There are no other preferred locations that would satisfy the coverage objectives. Therefore, no alternative analysis is being provided for this type and scale antenna installation within the public right-of-way. Alternatives to this proposal would generally include building additional towers in the general area, which would create a greater visual impact to the community.



Attachment 6

Plans

SITE NAME: MSVJO 32B
SITE NUMBER: CRAN_RLOS_MSVJO_032
PROJECT: CRAN/ SMALL CELL
USID: 188400
PACE: MRLOS045532



POLE TYPE: (N) CONCRETE LIGHT POLE
POLE ID #: 2097802E
SITE ADDRESS: 23016 DEL LAGO DR,
LAGUNA HILLS, CA 92653

APPROVALS		
THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS & AUTHORIZE THE SUBCONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT & MAY IMPOSE CHANGES OR MODIFICATIONS.		
APPROVED BY:	INITIALS:	DATE:
AT&T RF ENGINEER:		
AT&T OPERATIONS:		
SITE ACQUISITION MANAGER:		
PROJECT MANAGER:		
ZONING VENDOR:		
LEASING VENDOR:		
CONSTRUCTION MANAGER:		
AE MANAGER:		
PROPERTY OWNER:		
UTILITY MANAGER:		

PROJECT DESCRIPTION	
AT&T PROPOSES TO INSTALL A NEW WIRELESS INSTALLATION LOCATED IN THE PUBLIC RIGHT OF WAY TO (N) CONCRETE LIGHT POLE.	
THE SCOPE WILL CONSIST OF THE FOLLOWING:	
• SCE TO REMOVE • SCE TO INSTALL • AT&T TO INSTALL • AT&T TO INSTALL • AT&T TO INSTALL • AT&T TO INSTALL • AT&T TO INSTALL • AT&T TO INSTALL • AT&T TO INSTALL	
• EXISTING CONCRETE STREETLIGHT • 22'-9" CONCRETE STREETLIGHT • NEW AT&T REMOTE RADIO UNITS • NEW AT&T OMNI-DIRECTIONAL ANTENNA • NEW AT&T ANTENNA SHROUD • AT&T 1/2" POWERFIBER RISER • NEW AT&T 2" COAX RISERS • NEW DISCONNECT • NEW HANDHOLE	

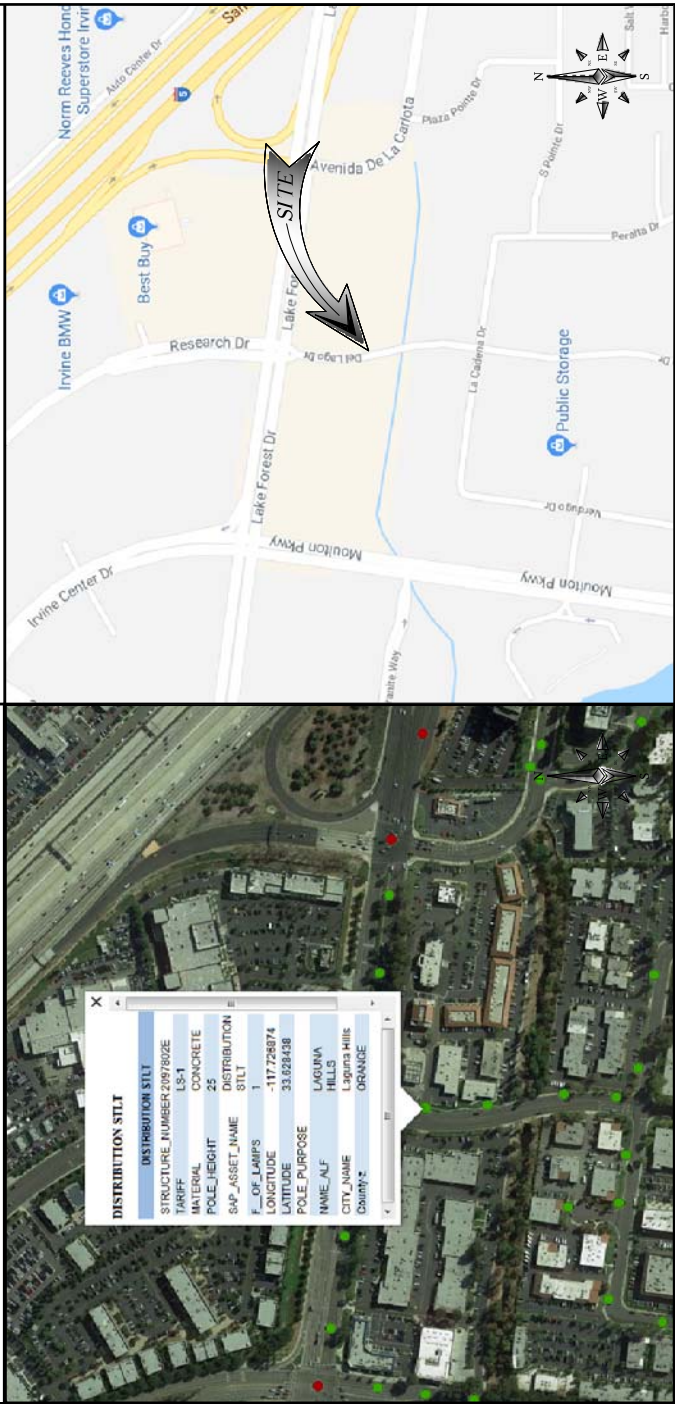
PROJECT SITE INFORMATION	
PUBLIC/PRIVATE:	PUBLIC RIGHT-OF-WAY
ADDRESS:	23016 DEL LAGO DR, LAGUNA HILLS, CA 92653
APPLICANT:	AT&T
ADDRESS:	1462 EDINGER AVE TUSTIN, CA 92780
LATITUDE (NAD 83):	33.626297
LONGITUDE (NAD 83):	-117.728907
LAT/LONG TYPE:	NAD-83
GROUND ELEVATION (NAVD 88)	4270'
JURISDICTION:	CITY OF LAKE FOREST
CURRENT ZONING:	PUBLIC RIGHT OF WAY
PROPOSED USE:	UNMANNED TELECOMMUNICATIONS
POWER COMPANY:	SCE
ADDRESS:	1 INNOVATION WAY POMONA, CA 91768

PROJECT TEAM	
PROJECT MANAGER:	ENGINEER:
M SQUARED WIRELESS	M SQUARED WIRELESS
1387 CALLE AVANZADO	1387 CALLE AVANZADO
SAN CLEMENTE, CA 92673	SAN CLEMENTE, CA 92673
SAC ZONING/PERMITTING:	SENIOR TECHNICAL PROJECT MANAGER:
M SQUARED WIRELESS	AT&T
1387 CALLE AVANZADO	1462 EDINGER AVE.
SAN CLEMENTE, CA 92673	TUSTIN, CA 92780
RF ENGINEER:	CONTACT: OMAR MERE
AT&T	PHONE: (562) 293-6429
1462 EDINGER AVE.	EMAIL: OM6039@ATT.COM
TUSTIN, CA 92718	
CONTACT: KARLO DAVIMAGRACIA	
PHONE: (714) 598-7310	
EMAIL: KD2701@ATT.COM	

AREA MAPS

VICINITY MAP

LOCATION MAP



DRIVING DIRECTIONS

DIRECTIONS FROM AT&T OFFICE:
DIRECTION ARE TAKEN FROM
1462 EDINGER AVE.
TUSTIN, CA 92780

DESTINATION WILL BE ON THE LEFT.
23016 DEL LAGO DR
LAGUNA HILLS, CA 92653

- TURN LEFT ONTO EDINGER AVE
- TURN LEFT ONTO CA-55 N
- TAKE EXIT 11A FOR I-5 S
- TURN RIGHT ONTO LAKE FOREST DR
- TURN RIGHT ONTO LAKE FOREST DR
- TURN LEFT ONTO DEL LAGO DR

DIG ALERT

811

Dig Alert
Know what's below.
Call before you dig.

CALIFORNIA SOUTH
Call Two Working Days Before You Dig!
811 / 800-227-2600

DO NOT SCALE DRAWINGS

SUBCONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

CONSTRUCTION DRAWING

IF USING 11"x17" PLOT, DRAWING WILL BE HALF SCALE

DRAWING INDEX

SHEET NO:	SHEET TITLE
T-1	TITLE SHEET
GN-1	GENERAL NOTES
A-1	SITE PLAN
A-2	ELEVATIONS
A-3	ELEVATIONS
A-4	SITE IMAGE
D-1	DETAILS
S-1	POLE DETAILS
S-2	POLE FOUNDATION DETAILS
E-1	ELECTRICAL DETAILS

CODE COMPLIANCE

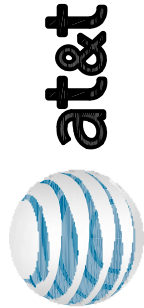
ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUCTED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

- 2018 CALIFORNIA ADMINISTRATIVE CODE
- 2018 CALIFORNIA BUILDING CODE
- 2018 CALIFORNIA ELECTRICAL CODE
- 2018 CALIFORNIA FIRE CODE
- 2018 CALIFORNIA PLUMBING CODE
- 2018 CALIFORNIA FIRE CODE
- ANY LOCAL BUILDING CODE AMENDMENTS TO THE ABOVE
- CITY/COUNTY ORDINANCES

HANDICAP REQUIREMENTS:
FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED IN ACCORDANCE WITH CALIFORNIA ADMINISTRATIVE STATE CODE PART 2, TITLE 24, CHAPTER 115, SECTION 11055.

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE. NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS NEW.



ERICSSON
330 COMMERCE, STE. 200
IRVINE, CA 92602



1387 CALLE AVANZADO
SAN CLEMENTE CA 92673 (949) 391-6824

DRAWN BY:	AP
CHECKED BY:	MM

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IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

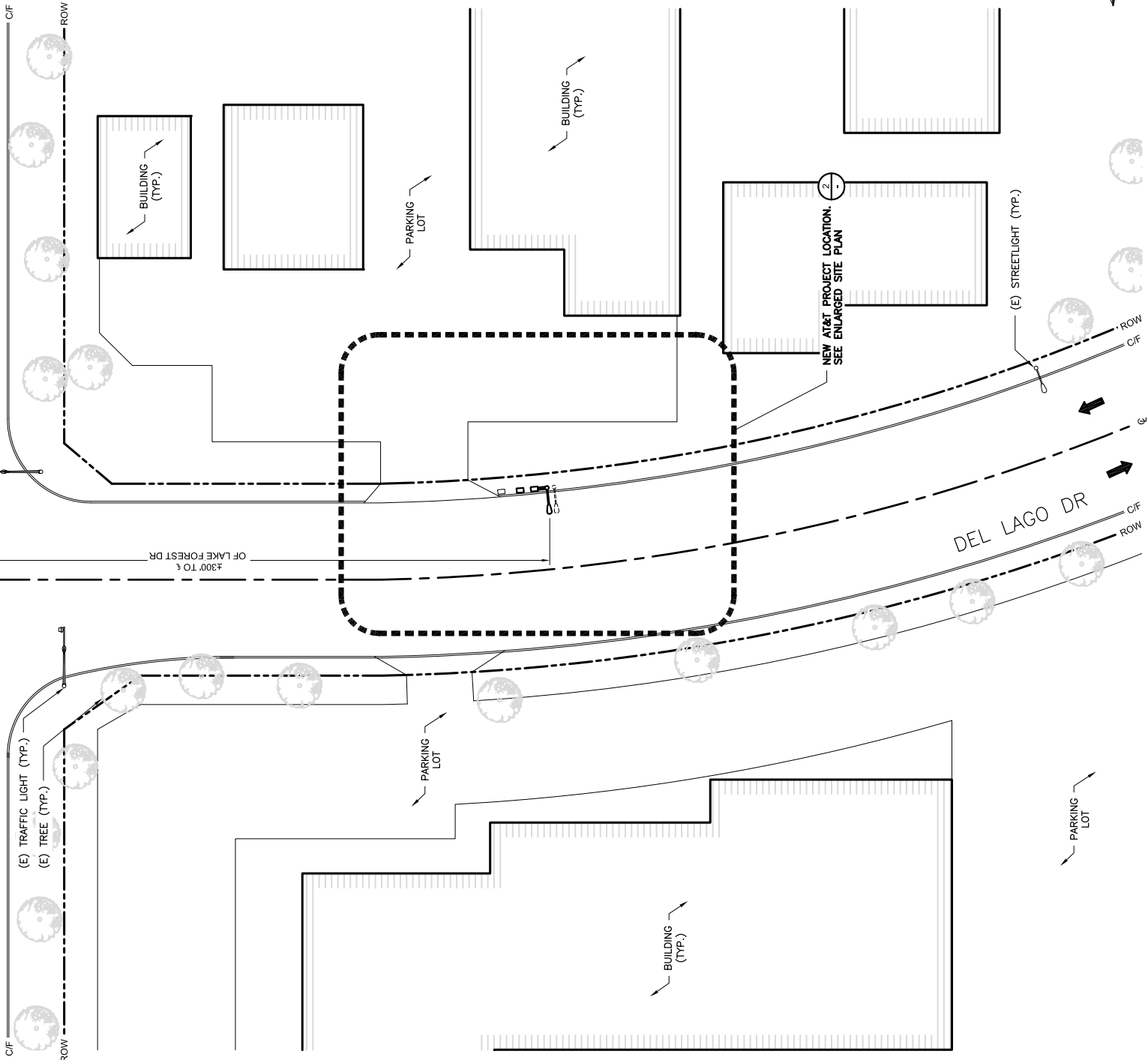
SITE ID: MSVJO 32B
23016 DEL LAGO DR
LAGUNA HILLS, CA, 92653

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

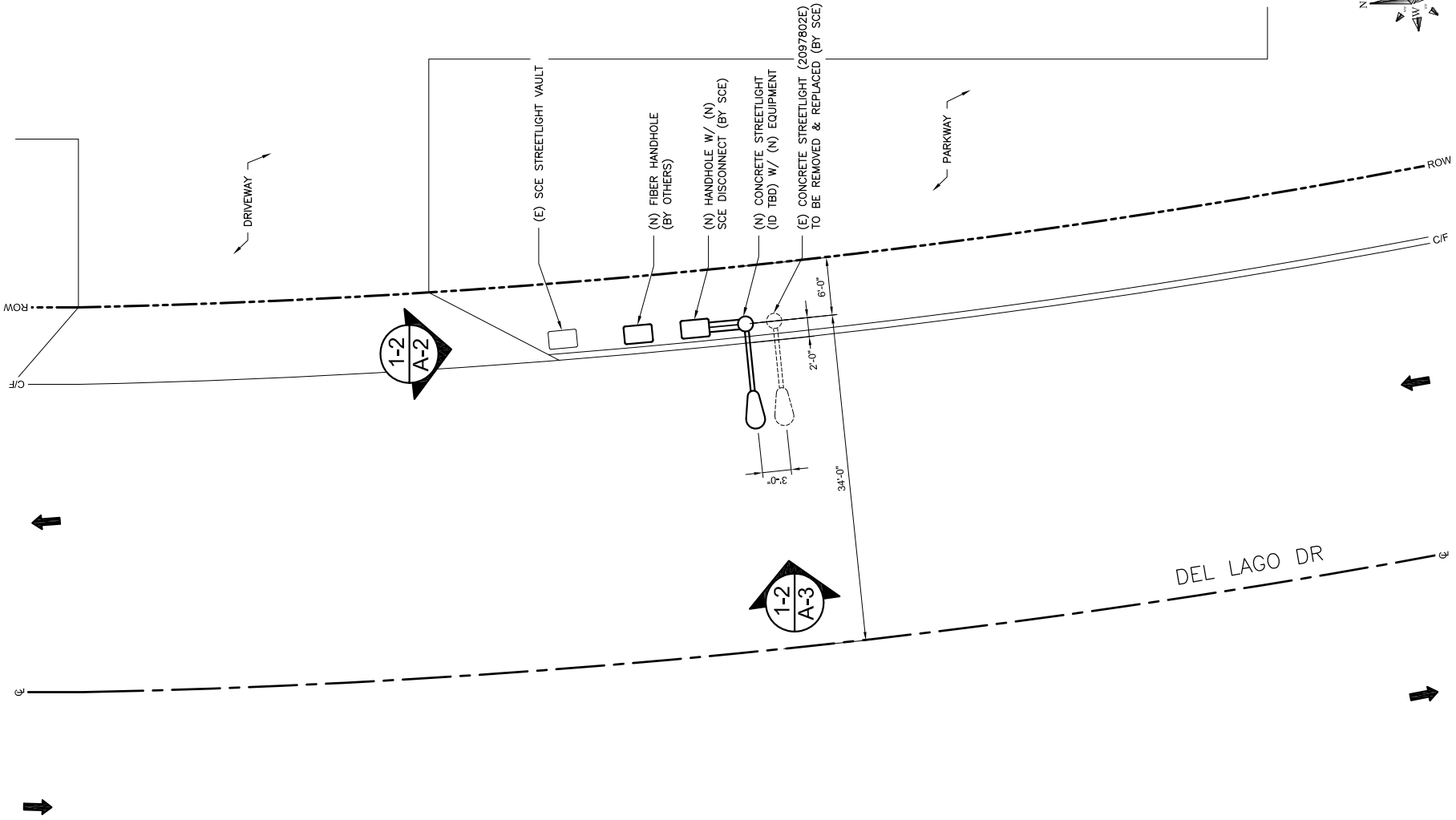
NOTE:
1. IF DIMENSIONS SHOWN ON PLAN DO NOT SCALE CORRECTLY, CHECK FOR REDUCTION OR ENLARGEMENT FROM ORIGINAL PLANS.
2. UTILITY DESIGN & RUNS ARE PRELIMINARY. PENDING FINAL DESIGN FROM UTILITY PROVIDERS.
3. CONTRACTORS TO VERIFY SUB STRUCTURE LOCATIONS PRIOR TO ANY EXCAVATION.
4. ALL CONDUCTORS/ WIRES & CONDUIT SHALL BE INSTALLED IN A NEAT & TIDY FASHION. ALL EXCESS WIRE SLACK IS TO BE REMOVED & HIDDEN AS MUCH AS POSSIBLE.
5. ALL NEWLY INSTALLED EQUIPMENT SHALL BE PAINTED TO MATCH EXISTING POLE, & OR SURROUNDINGS UNLESS PROHIBITED PER MANUFACTURER.

LAKE FOREST DR



24"x36" SCALE: 1" = 30'-0"

SITE PLAN



24"x36" SCALE: 1/8" = 1'-0"

ENLARGED SITE PLAN



ERICSSON

330 COMMERCE, STE. 200
IRVINE, CA 92602



1387 CALLE AVANZADO
SAN CLEMENTE CA 92673 (408) 391-8824

DRAWN BY: AP

CHECKED BY: MM

REV	DATE	DESCRIPTION
A	01/05/2018	90% CONSTRUCTION
B	02/12/2018	100% CONSTRUCTION
C	02/16/2018	100% CONSTRUCTION
D	03/09/18	REVISION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SITE ID: MSVJO 32B
23016 DEL LAGO DR
LAGUNA HILLS, CA, 92653

SHEET TITLE

SITE PLAN

SHEET NUMBER

A-1

4.5.1.f



ERICSSON

330 COMMERCE, STE. 200
IRVINE, CA 92602



1387 CALLE AVANZADO
SAN CLEMENTE CA 92673 (949) 391-8824

DRAWN BY:

AP

CHECKED BY:

TM

D	03/09/18	REVISION				
C	02/16/2018	100% CONSTRUCTION				
B	02/12/2018	100% CONSTRUCTION				
A	01/05/2018	90% CONSTRUCTION				
REV	DATE	DESCRIPTION				

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23016 DEL LAGO DR
LAGUNA HILLS, CA, 92653

SHEET TITLE

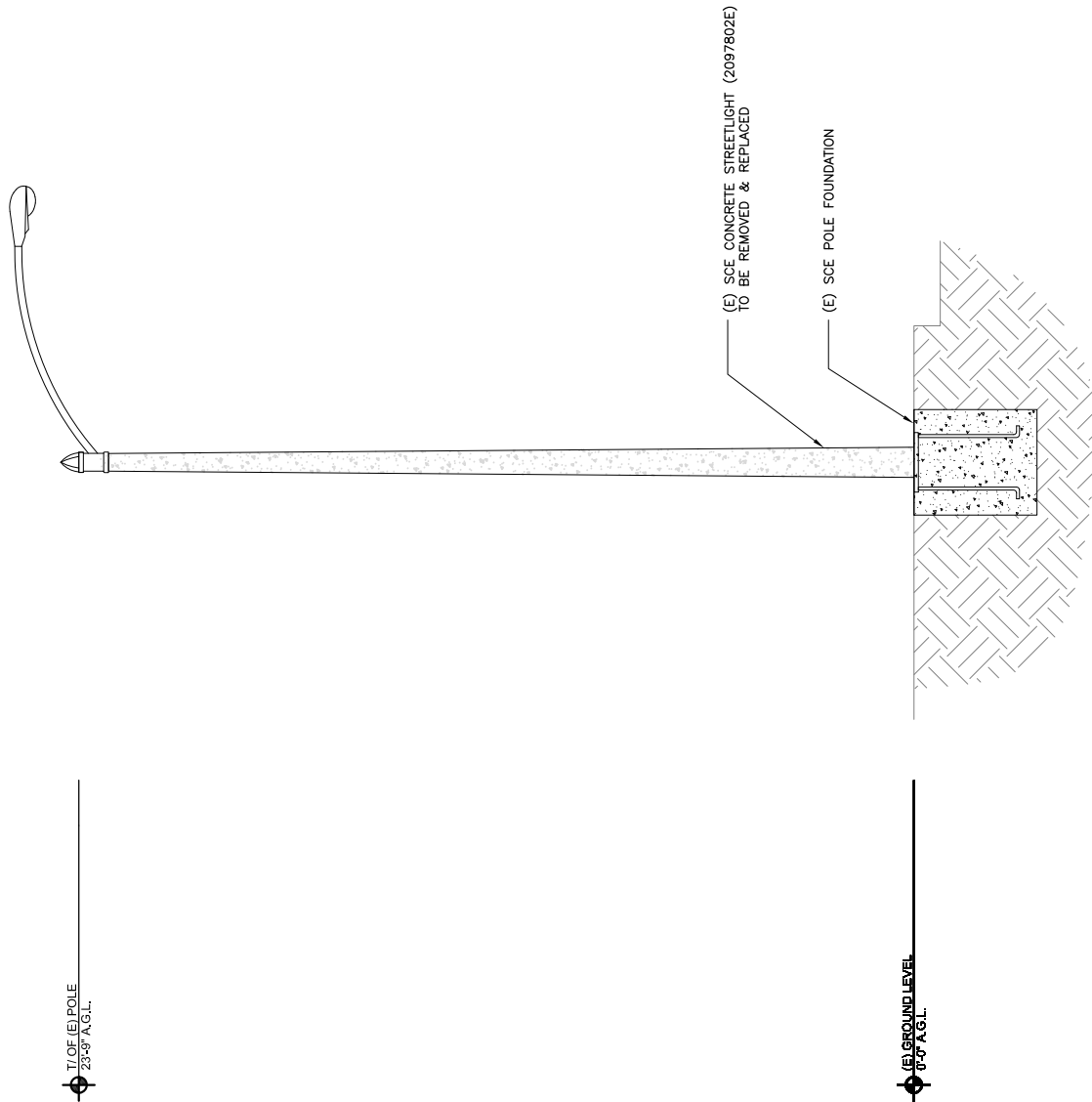
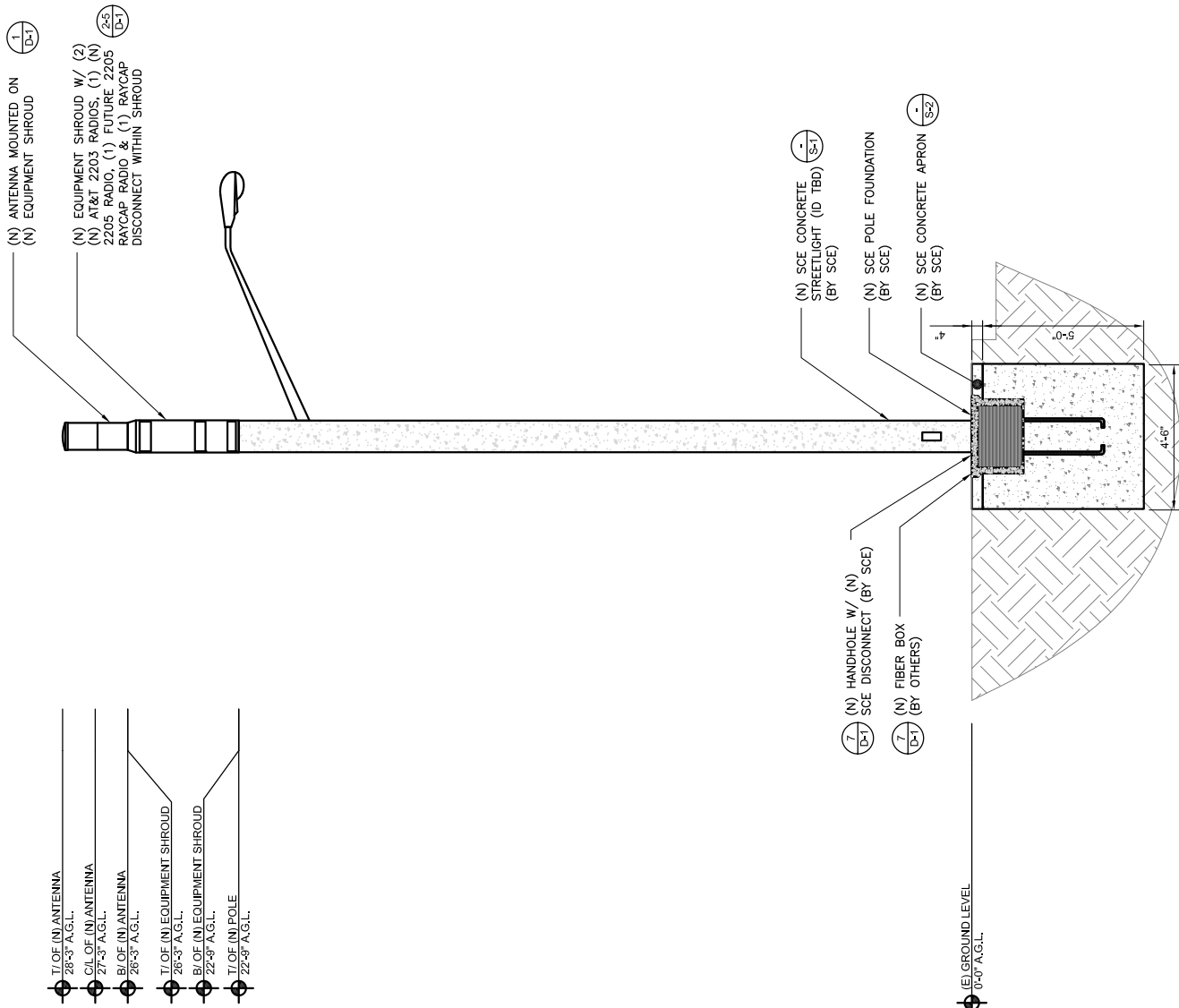
ELEVATIONS

SHEET NUMBER

A-2

4.5.1.f

NOTE:
ALL NEW EQUIPMENT SHALL BE PAINTED
TO MATCH NEW POLE



EXISTING NORTH ELEVATION

NEW NORTH FI EVALUATION

0" 1' 2' 4' **NEW NORTH ELEVATION**
Attachment 6 - Plans (1675 : CUP No. 5-18-4210 (AT&T Del Lago))

24"x36" SCALE: 3/8" = 1'-0"

0" 1' 2' 4'

T

NOTE:
ALL NEW EQUIPMENT SHALL BE PAINTED
TO MATCH NEW POLE



330 COMMERCE, STE. 200
IRVINE, CA 92602



1387 CALLE AVANZADO
SAN CLEMENTE CA 95073 (408) 591-6824

DRAWN BY: AP
CHECKED BY: MM

D	03/09/18	REVISION			
C	02/16/2018	100% CONSTRUCTION			
B	02/12/2018	100% CONSTRUCTION			
A	01/05/2018	90% CONSTRUCTION			
REV	DATE	DESCRIPTION			

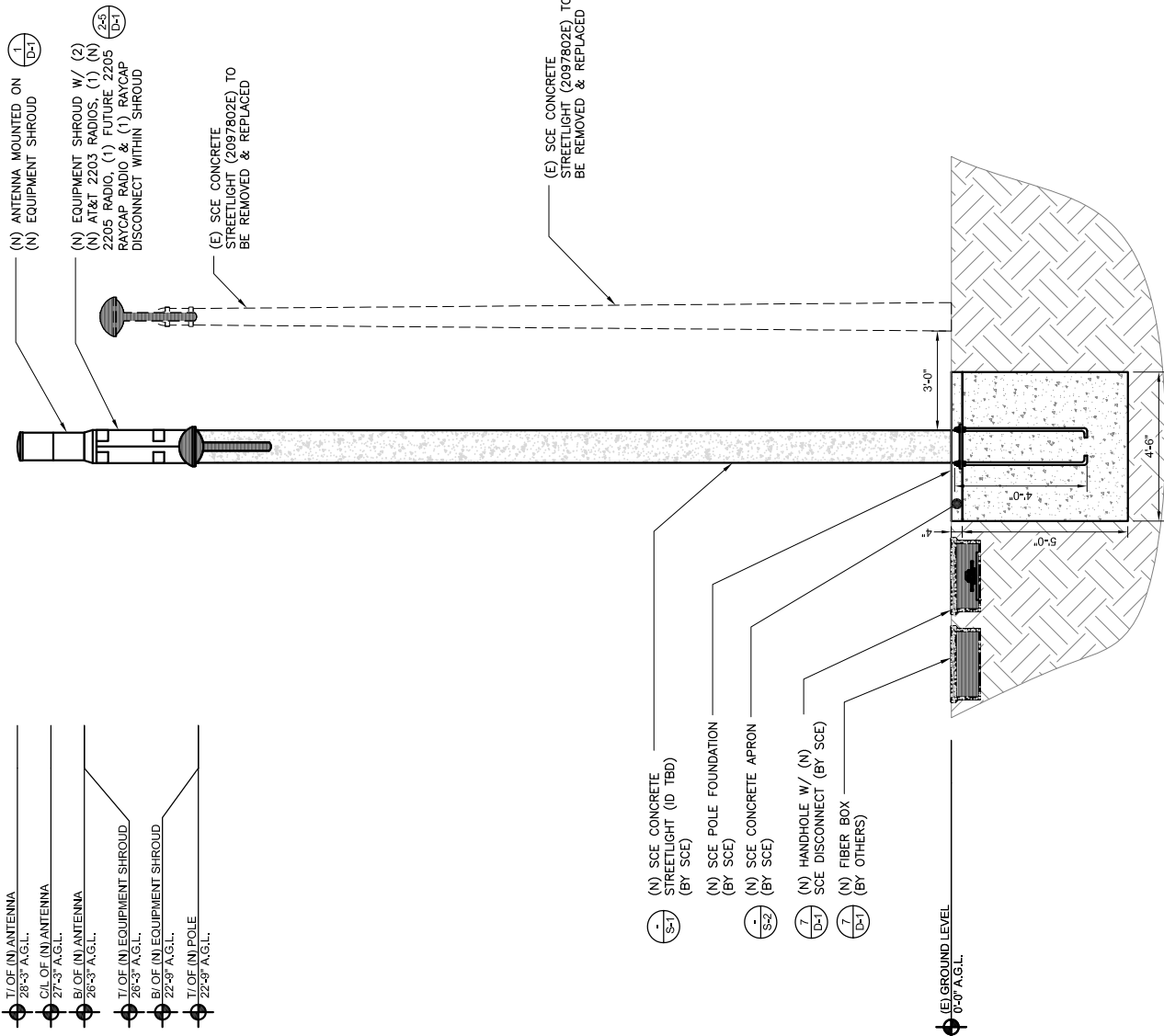
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ARE ACTING UNDER THE DIRECTION OF A LICENSED
PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SITE ID: MSVJO 32B
23016 DEL LAGO DR
LAGUNA HILLS, CA, 92653

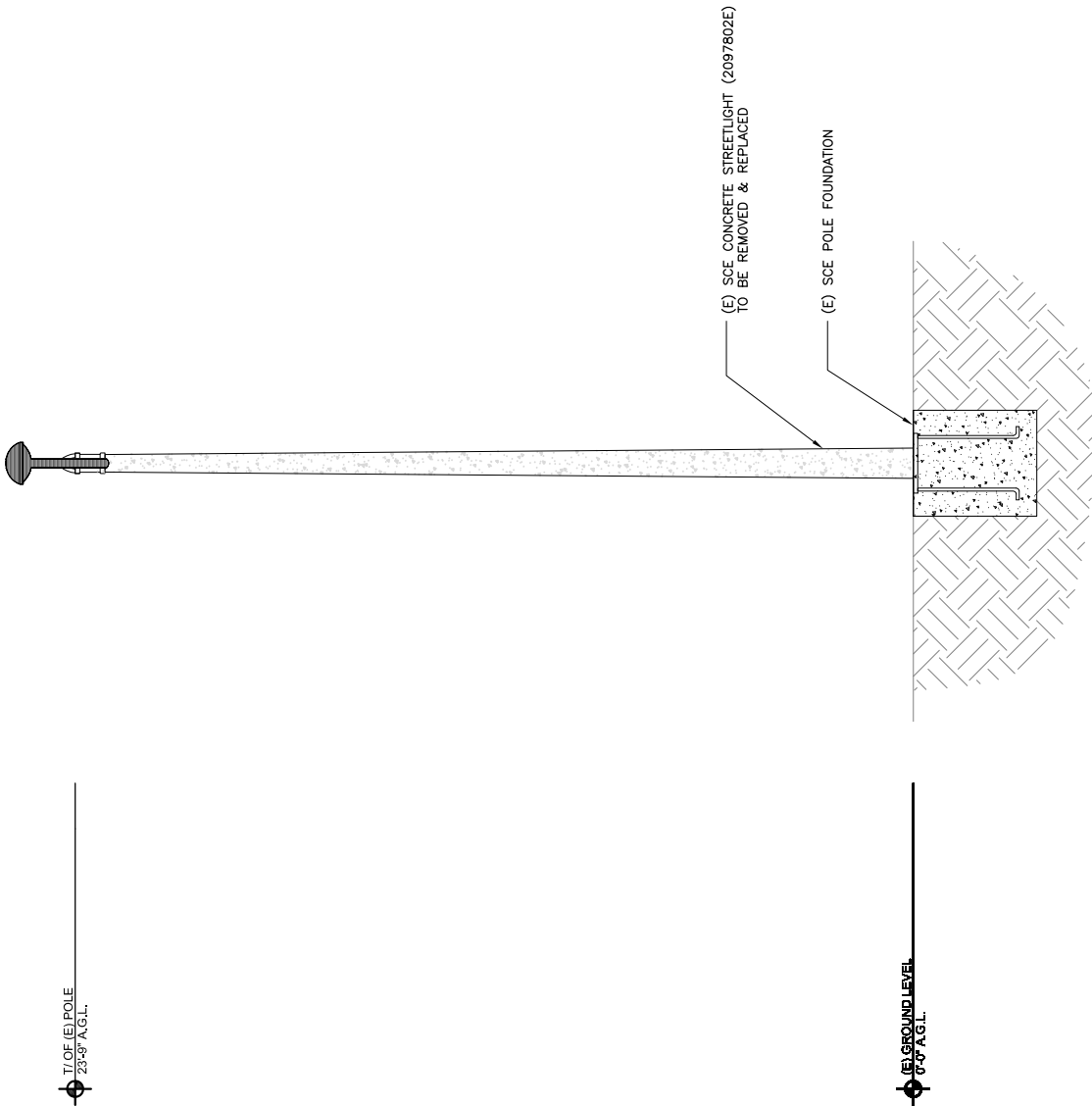
SHEET TITLE
ELEVATIONS

SHEET NUMBER
A-3

4.5.1.f



- T/OF (N) ANTENNA 28'-3" A.G.L.
- C/L OF (N) ANTENNA 27'-3" A.G.L.
- B/OF (N) ANTENNA 26'-3" A.G.L.
- T/OF (N) EQUIPMENT SHROUD 26'-3" A.G.L.
- B/OF (N) EQUIPMENT SHROUD 22'-9" A.G.L.
- T/OF (N) POLE 22'-9" A.G.L.



T/OF (E) POLE 23'-9" A.G.L.

24"x36" SCALE: 3/8" = 1'-0"

0" 1' 2' 4' 1

NEW WEST ELEVATION

2

0" 1' 2' 4'

24"x36" SCALE: 3/8" = 1'-0"

EXISTING WEST ELEVATION

Attachment: Attachment 6 - Plans (1675 : CUP No. 5-18-4210 (AT&T Del Lago))



AVAILABLE FROM EXCEL SIGN AND DECAL:
http://www.weneedsigns.com/home.php?cal+1135
AND CLICK ON AT&T
PH: 510-651-0445
N01-DC-16 1"x6" NOTICE DECAL
"For 1 Foot Distance" VINYL DECAL WITH ADHESIVE
BACKING



NOTICE

RF energy emitted by this device may exceed the FCC's general public exposure limits. Stay at least 1 foot away from the device.
Call 800-638-2822 for help if you need access within 1 foot

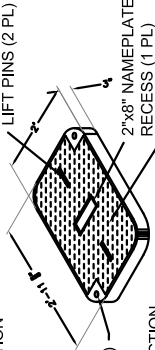
Place three NOTICE stickers at the bottom of the radome at 0°, 120°, 240° for each antenna.

OMNI ANTENNA DISCLAIMER LABEL

24"x36" SCALE: NTS
11"x17" SCALE: NTS

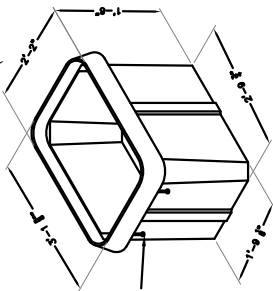
COVER FEATURES:

- STANDARD LOAD RATING: 20,800 LBS. WHEEL LOAD ON 10"x20" PLATE
- 2 BOLT DOWN LOCATIONS
- STAINLESS STEEL BOX INSERTS
- POLYMER CONCRETE CONSTRUCTION
- NON-SKID SURFACE STANDARD
- 20K TO BE EMBOSSED ON COVER
- APPROXIMATE WEIGHT = 120 LBS.



COVER FEATURES:

- POLYMER CONCRETE CONSTRUCTION
- LIGHTWEIGHT
- STACKABLE FOOT
- APPROX. WEIGHT 188 LBS.



(OR APPROVED EQUAL)

HANDHOLE

24"x36" SCALE: NTS
11"x17" SCALE: NTS

NOT USED

24"x36" SCALE: NTS
11"x17" SCALE: NTS

RAYCAP DISCONNECT

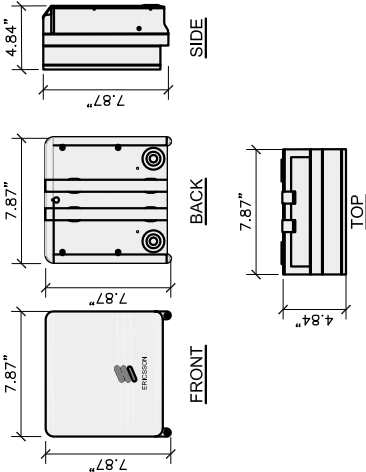
24"x36" SCALE: NTS
11"x17" SCALE: NTS

EQUIPMENT SHROUD

24"x36" SCALE: NTS
11"x17" SCALE: NTS

Attachment: Attachment 6 - Plans (1675 : CUP No. 5-18-4210 (AT&T Del Lago))

ERICSSON - MICRO RADIO 2205	
MECHANICAL SPECIFICATIONS	7.87"x3.94"x7.87" INCLUDING MOUNTING BRACKET AND ESTHETIC FRONT COVER
VOLUME AND WEIGHT:	4 LITRES AND < 4 kg (8.82 lbs)
MOUNTING:	WALL AND POLE MOUNT
INTERFACE SPECIFICATIONS:	
ANTENNA PORTS:	2 x 4.3-10(F)
CPRL:	2 x 2.55(10 GHzs EXCHANGEABLE SFP MODULES)
OPTICAL INDICATORS:	6
EXTERNAL ALARM:	2
FIELD GROUND:	1
ELECTRICAL SPECIFICATIONS:	
POWER SUPPLY:	-48 VDC OR 100-250 VAC
MAX HEAT DISSIPATION:	97 WATTS MAX
MINIMUM AC FUSE RATING:	6 AMP



MICRO RADIO 2205

24"x36" SCALE: NTS
11"x17" SCALE: NTS

RAYCAP - RSCAC-6553-P-2010	
MECHANICAL	CONNECTION TERMINAL (POWER): COMPRESSION LUG #6 - #14 AWG (13 - 2MM ²) TERMINAL BLOCK #10-#25 AWG (6 - 0.14MM ²) ENVIRONMENTAL INGRESS PROTECTION (IP) RATING: NEMA 4X OPERATION TEMPERATURE: (°C) -40° C TO +40° C (°F) -40° F TO +104° F ENCLOSURE TYPE (OUTDOOR) POLYCARBONATE: UL 94V-0 RATED ENCLOSURE DIMENSION: (L x W x H) 8.58" x 5.06" x 10.08" (217 x 128 x 256 MM) WEIGHT: 2.25 LBS [1.025KG]
ELECTRICAL	SURGE PROTECTION DEVICE (SPD) TYPE TO UL: STRIKESORB 30-A NUMBER OF CIRCUITS PROTECTED: 4 SURGE PROTECTIVE DEVICE (SPD) TYPE PER UL 1449 4TH EDITION, TYPE 2 COMPONENT ASSEMBLY CLASS II NOMINAL OPERATING VOLTAGE (UN): 120 V NOMINAL DISCHARGE CURRENT (IN) PER UL 1449 4TH EDITION: 20 KA 8/20 MS MAXIMUM DISCHARGE CURRENT (IMAX) PER IEC 61643-11: 60 KA 8/20 MS MAXIMUM DISCHARGE CURRENT (IMAX) PER IEC 61643-11: 60 KA 8/20 MS VOLTAGE PROTECTION LEVEL (UP) PER IEC 61643-11: 700V VOLTAGE PROTECTION RATING (VPR): 20 KA 8/20 PROTECTION MODES (DUAL MODE): LINE TO NEUTRAL, NEUTRAL TO GROUND STANDARDS MODELS ARE COMPLIANT TO THE FOLLOWING SURGE PROTECTIVE DEVICE (SPD) STANDARDS: UL1449 4TH EDITION 2011, IEC 61643-11: 2011, EN 61643-11: 2011, IEEE C62.41: 2002, IEEE C62.44: 2002, IEEE C62.45: 2002, IEEE C62.57: 2002, IEEE C62.58: 2002, IEEE C62.59: 2002, IEEE C62.61: 2002, IEEE C62.62: 2002, IEEE C62.63: 2002, IEEE C62.64: 2002, IEEE C62.65: 2002, IEEE C62.66: 2002, IEEE C62.67: 2002, IEEE C62.68: 2002, IEEE C62.69: 2002, IEEE C62.70: 2002, IEEE C62.71: 2002, IEEE C62.72: 2002, IEEE C62.73: 2002, IEEE C62.74: 2002, IEEE C62.75: 2002, IEEE C62.76: 2002, IEEE C62.77: 2002, IEEE C62.78: 2002, IEEE C62.79: 2002, IEEE C62.80: 2002, IEEE C62.81: 2002, IEEE C62.82: 2002, IEEE C62.83: 2002, IEEE C62.84: 2002, IEEE C62.85: 2002, IEEE C62.86: 2002, IEEE C62.87: 2002, IEEE C62.88: 2002, IEEE C62.89: 2002, IEEE C62.90: 2002, IEEE C62.91: 2002, IEEE C62.92: 2002, IEEE C62.93: 2002, IEEE C62.94: 2002, IEEE C62.95: 2002, IEEE C62.96: 2002, IEEE C62.97: 2002, IEEE C62.98: 2002, IEEE C62.99: 2002, IEEE C63.00: 2002, IEEE C63.01: 2002, IEEE C63.02: 2002, IEEE C63.03: 2002, IEEE C63.04: 2002, IEEE C63.05: 2002, IEEE C63.06: 2002, IEEE C63.07: 2002, IEEE C63.08: 2002, IEEE C63.09: 2002, IEEE C63.10: 2002, IEEE C63.11: 2002, IEEE C63.12: 2002, IEEE C63.13: 2002, IEEE C63.14: 2002, IEEE C63.15: 2002, IEEE C63.16: 2002, IEEE C63.17: 2002, IEEE C63.18: 2002, IEEE C63.19: 2002, IEEE C63.20: 2002, IEEE C63.21: 2002, IEEE C63.22: 2002, IEEE C63.23: 2002, IEEE C63.24: 2002, IEEE C63.25: 2002, IEEE C63.26: 2002, IEEE C63.27: 2002, IEEE C63.28: 2002, IEEE C63.29: 2002, IEEE C63.30: 2002, IEEE C63.31: 2002, IEEE C63.32: 2002, IEEE C63.33: 2002, IEEE C63.34: 2002, IEEE C63.35: 2002, IEEE C63.36: 2002, IEEE C63.37: 2002, IEEE C63.38: 2002, IEEE C63.39: 2002, IEEE C63.40: 2002, IEEE C63.41: 2002, IEEE C63.42: 2002, IEEE C63.43: 2002, IEEE C63.44: 2002, IEEE C63.45: 2002, IEEE C63.46: 2002, IEEE C63.47: 2002, IEEE C63.48: 2002, IEEE C63.49: 2002, IEEE C63.50: 2002, IEEE C63.51: 2002, IEEE C63.52: 2002, IEEE C63.53: 2002, IEEE C63.54: 2002, IEEE C63.55: 2002, IEEE C63.56: 2002, IEEE C63.57: 2002, IEEE C63.58: 2002, IEEE C63.59: 2002, IEEE C63.60: 2002, IEEE C63.61: 2002, IEEE C63.62: 2002, IEEE C63.63: 2002, IEEE C63.64: 2002, IEEE C63.65: 2002, IEEE C63.66: 2002, IEEE C63.67: 2002, IEEE C63.68: 2002, IEEE C63.69: 2002, IEEE C63.70: 2002, IEEE C63.71: 2002, IEEE C63.72: 2002, IEEE 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2002, IEEE C64.26: 2002, IEEE C64.27: 2002, IEEE C64.28: 2002, IEEE C64.29: 2002, IEEE C64.30: 2002, IEEE C64.31: 2002, IEEE C64.32: 2002, IEEE C64.33: 2002, IEEE C64.34: 2002, IEEE C64.35: 2002, IEEE C64.36: 2002, IEEE C64.37: 2002, IEEE C64.38: 2002, IEEE C64.39: 2002, IEEE C64.40: 2002, IEEE C64.41: 2002, IEEE C64.42: 2002, IEEE C64.43: 2002, IEEE C64.44: 2002, IEEE C64.45: 2002, IEEE C64.46: 2002, IEEE C64.47: 2002, IEEE C64.48: 2002, IEEE C64.49: 2002, IEEE C64.50: 2002, IEEE C64.51: 2002, IEEE C64.52: 2002, IEEE C64.53: 2002, IEEE C64.54: 2002, IEEE C64.55: 2002, IEEE C64.56: 2002, IEEE C64.57: 2002, IEEE C64.58: 2002, IEEE C64.59: 2002, IEEE C64.60: 2002, IEEE C64.61: 2002, IEEE C64.62: 2002, IEEE C64.63: 2002, IEEE C64.64: 2002, IEEE C64.65: 2002, IEEE C64.66: 2002, IEEE C64.67: 2002, IEEE C64.68: 2002, IEEE C64.69: 2002, IEEE C64.70: 2002, IEEE C64.71: 2002, IEEE C64.72: 2002, IEEE C64.73: 2002, IEEE C64.74: 2002, IEEE C64.75: 2002, IEEE C64.76: 2002, IEEE C64.77: 2002, IEEE 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2002, IEEE C69.51:



ERICSSON

330 COMMERCE, STE. 200
IRVINE, CA 92602



1397 CALLE AVANZADO
SAN CLEMENTE CA 95073 (408) 391-6824

DRAWN BY: AP

CHECKED BY: MM

D	03/09/18	REVISION			
C	02/16/2018	100% CONSTRUCTION			
B	02/12/2018	100% CONSTRUCTION			
A	01/05/2018	90% CONSTRUCTION			
REV	DATE	DESCRIPTION			

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SITE ID: MSVJO 32B
23016 DEL LAGO DR
LAGUNA HILLS, CA, 92653

SHEET TITLE
POLE DETAILS

SHEET NUMBER
S-1

4.5.1.f

REV.	DATE	DESCRIPTION	DRN.	APPR.
A	06/07	INCREASED ARM HEIGHT	SUB	
B	01/08	GENERAL UPDATES	A.C.	
C	01/08	040-01798 WAS SK082107	A.C.	

"I" LEVEL CONFIG CODES			"I" LEVEL CONFIG CODES		
OPTION CLASS	ENTRY	INFO	OPTION CLASS	ENTRY	INFO
COATING	S		MIX	81	
HH COVER	66546E		FINISH	5	
HH PAINT	BARE		POLE TOP CON.	MOD98	
COLLAR PAINT	N/A		COLLAR SHAPE	NONE	
DOOR SCR	SCE		BASEPLATE	63250E	
DRILL IN	MOD24		CAST IN MOD	MOD5X300	

300MM NON-TAPERED BASE PLATE ROUND POLE

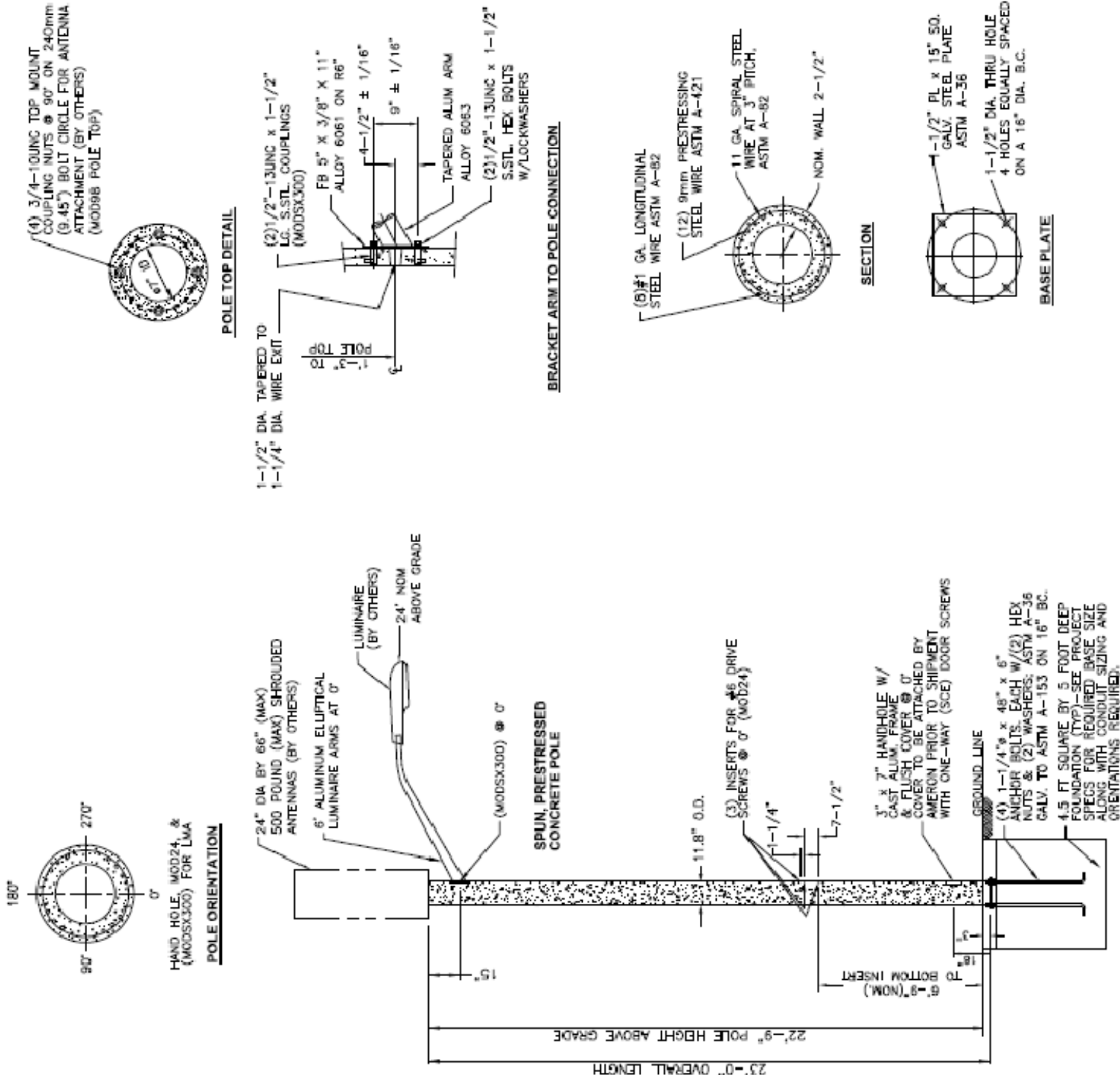
POLE DESIGN-NATION	POLE HEIGHT ABOVE GROUND	OVER-ALL LENGTH	ANCHOR BOLT CIRCLE	POLE DIA.	ULTIMATE G.L. MOMENT (ft. lbs.)	WEIGHT (lbs.)
BP300X07	22'-9"	23'-0"	16"	11-13/16"	65,000	2260

() POLES REQ'D (PIN: BP300X07-16043), EA WITH 6' WALL BRACKET ALUMINUM ELLIPTICAL ARM (PIN: LAEB6A).

NOTES:

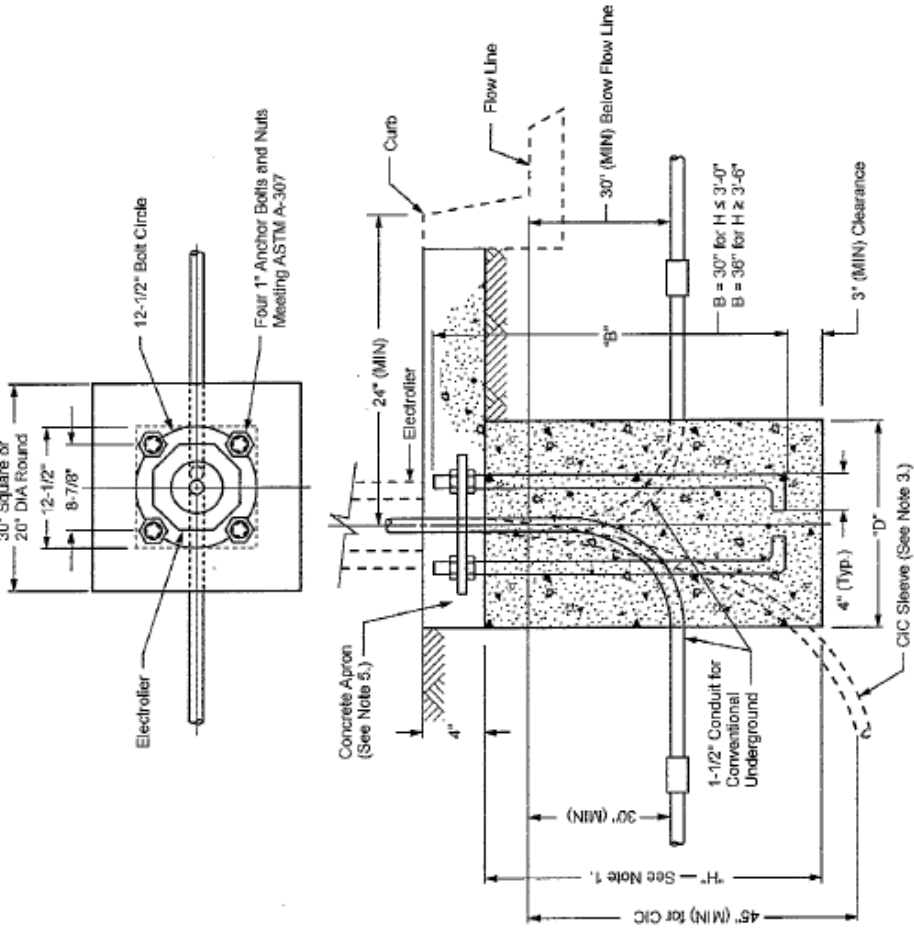
- MIX (8155): SCE BLACK & WHITE, LIGHTLY EXPOSED AGGREGATE FINISH, WITH FLAT, WATER SEALER COATING.
- ASTM C-150 TYPE III GRAY CEMENT.
- 1'c @ 28 DAYS = 7,000 PSI, USING SPUN CYLINDER TEST.
- 1'c @ 28 DAYS = 5,000 PSI, USING ASTM C-31 CYLINDER TEST.
- POLES MANUFACTURED PER ASTM C-1089-06 SPECIFICATIONS.
- PROTECTIVE COAT EXPOSED P.C. WIRES AT POLE ENDS.
- SCE MAX ANTENNA: 500 POUNDS; CENTERED 3 FT ABOVE POLE TOP.
- MAXIMUM PROJECTED AREA - ROUND SHAPE IS 11 SQUARE FEET.
- MAXIMUM PROJECTED AREA - FLAT SHAPE IS 3.5 SQUARE FEET.
- DUE TO THE NATURE & CHARACTERISTICS OF CONCRETE, SIDE MOUNT SPACING DIMENSIONS CAN ONLY BE TAKEN TO THE NEAREST 1/8 INCH,

APPROVED BY	DATE
POLE PRODUCTS DIVISION	
SOUTHERN CALIFORNIA EDISON	
BP300X07 POLE WITH SINGLE 6' ARM	
THIS DOCUMENT CONTAINS INFORMATION WHICH IS PROPRIETARY TO AMPERON. IT SHALL NOT BE REPRODUCED, USED OR DISCLOSED TO ANYONE WITHOUT THE PRIOR WRITTEN PERMISSION OF AMPERON.	
DRAWN: SUB	06/07
SCALE	N.T.S.
DWG. NO.	040-01798
REV	C



MC 890 Foundation Detail for Fiberglass Nostalgic, Fiberglass, Steel, or Concrete Electrolliers
Scope MC 890.1 Electrollier Foundation Detail

Figure MC 890-1: Electrollier Foundation Detail



- Note(s):**
- The footing depth will vary depending on the type of soil and wind loading requirements. Consult local government agency for requirements. See Table MC 890-1 (Sheet 3) through Table MC 890-4 (Sheet 4).
 - Foundation shall be installed after conduit or CIC (for Underground Service), curbs, and sidewalks are in place and grades are established.
 - 1-1/2\" Plastic CIC Sleeve for UG Concrete Electrollier (tape both ends to prevent debris from entering the sleeve).
 - Concrete to reach a minimum compression strength of 2800 psi in 28 days. See UGS 20.3.
 - Place a minimum size concrete apron of 30\" x 30\" x 4\" thick around the pole at the ground level to provide a constrained surface condition when required. Grout to be placed after pole is set and plumbbed.

Approved by: <i>QKH</i>	Foundation Detail for Fiberglass Nostalgic, Fiberglass, Steel, or Concrete Electrolliers	MC 890
Effective Date: 10-26-2012	What's Changed? The acronym for the Miscellaneous Chapter of the UGS Manual has been changed from 'MS' to 'MC' for clarity.	Sheet 1 of 4 UGS
► SCE Public ◀		

Scope MC 890.3 Electrollier Foundation Requirements
Table MC 890-1: 70 MPH Wind Zone, Constrained Surface Condition

Electrollier Foundation Requirements									
Soil Type		Fiberglass, Concrete, or Steel				Nostalgic			
		23' Shaft		28' Shaft		All Poles		Fiberglass	
	Per UBC ^{a/}	H	D	H	D	H	D	H	D
		2'-6"		2'-6"		2'-6"		2'-6"	
I.	Massive Crystalline Bedrock	20" dia.		2'-6"		20" dia.		24" dia.	
II.	Sedimentary and Foliated Rock	30" x 30"		2'-6"		30" x 30"		30" x 30"	
		2'-6"		20" dia.		2'-6"		24" dia.	
III.	Sandy Gravel, Gravel	30" x 30"		2'-6"		30" x 30"		30" x 30"	
		3'-0"		20" dia.		3'-0"		24" dia.	
IV.	Sand, Silty Sand, Clayey Sand, Silty Gravel, Clayey Gravel	30" x 30"		2'-6"		30" x 30"		30" x 30"	
		2'-6"		20" dia.		2'-6"		24" dia.	
V.	Clay Sands, Sandy Clay, Silty Clay, Clayey Silt	30" x 30"		2'-6"		30" x 30"		30" x 30"	
		4'-0"		20" dia.		4'-0"		24" dia.	

^{a/} Uniform Building Code — 1991

- Note(s):**
- H = Depth of footing
 - D = Diameter of round footing or the side dimension of square footing.

Table MC 890-2: 70 MPH Wind Zone, Non-Constrained Surface Condition

Electrolier Foundation Requirements									
Soil Type	Fiberglass, Concrete, or Steel				Nostalgic				
	23' Shaft		28' Shaft		All Poles		Fiberglass		
Per UBC ^{a/}	H	D	H	D	H	D	H	D	
	2'-6"		2'-6"		2'-6"		2'-6"		
I. Massive Crystalline Bedrock	20" dia.		20" dia.		20" dia.		20" dia.		
II. Sedimentary and Foliated Rock	2'-6"		2'-6"		2'-6"		2'-6"		
	3'-0"		3'-6"		3'-0"		3'-0"		
	20" dia.		20" dia.		20" dia.		20" dia.		
III. Sandy Gravel, Gravel	2'-6"		2'-6"		2'-6"		2'-6"		
	30" x 30"		30" x 30"		30" x 30"		30" x 30"		
	2'-6"		2'-6"		2'-6"		2'-6"		
IV. Sand, Silty Sand, Clayey Sand, Silty Gravel, Clayey Gravel	3'-6"		4'-0"		3'-6"		3'-6"		
	30" x 30"		30" x 30"		30" x 30"		30" x 30"		
	20" dia.		20" dia.		20" dia.		20" dia.		
V. Clay, Sands, Sandy Clay, Silty Clay, Clayey Silt	3'-0"		3'-6"		3'-0"		3'-0"		
	30" x 30"		30" x 30"		30" x 30"		30" x 30"		
	20" dia.		20" dia.		20" dia.		20" dia.		
	4'-6"		5'-0"		4'-6"		4'-6"		
	20" dia.		20" dia.		20" dia.		20" dia.		
	3'-6"		3'-6"		3'-6"		3'-6"		
	30" x 30"		30" x 30"		30" x 30"		30" x 30"		
	20" dia.		20" dia.		20" dia.		20" dia.		
	3'-6"		3'-6"		3'-6"		3'-6"		
	30" x 30"		30" x 30"		30" x 30"		30" x 30"		
	20" dia.		20" dia.		20" dia.		20" dia.		
	3'-6"		3'-6"		3'-6"		3'-6"		
	30" x 30"		30" x 30"		30" x 30"		30" x 30"		
	20" dia.		20" dia.		20" dia.		20" dia.		
	3'-6"		3'-6"		3'-6"		3'-6"		
	30" x 30"		30" x 30"		30" x 30"		30" x 30"		
	20" dia.		20" dia.		20" dia.		20" dia.		
	3'-6"		3'-6"		3'-6"		3'-6"		
	30" x 30"		30" x 30"		30" x 30"		30" x 30"		
	20" dia.		20" dia.		20" dia.		20" dia.		
	3'-6"		3'-6"		3'-6"		3'-6"		
	30" x 30"		30" x 30"		30" x 30"		30" x 30"		
	20" dia.		20" dia.		20" dia.		20" dia.		
	3'-6"		3'-6"		3'-6"		3'-6"		
	30" x 30"		30" x 30"		30" x 30"		30" x 30"		
	20" dia.		20" dia.		20" dia.		20" dia.		
	3'-6"		3'-6"		3'-6"		3'-6"		
	30" x 30"		30" x 30"		30" x 30"		30" x 30"		
	20" dia.		20" dia.		20" dia.		20" dia.		
	3'-6"		3'-6"		3'-6"		3'-6"		
	30" x 30"		30" x 30"		30" x 30"		30" x 30"		
	20" dia.		20" dia.		20" dia.		20" dia.		
	3'-6"		3'-6"		3'-6"		3'-6"		
	30" x 30"		30" x 30"		30" x 30"		30" x 30"		
	20" dia.		20" dia.		20" dia.		20" dia.		
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	30" x 30"		30" x 30"		30" x 30"		30" x 30"		
	20" dia.		20" dia.		20" dia.		20" dia.		
	3'-6"		3'-6"		3'-6"		3'-6"		
	30" x 30"		30" x 30"		30" x 30"		30" x 30"		
	20" dia.		20" dia.		20"				

^{a/} Uniform Building Code — 1991

- Note(s):**
- H = Depth of footing
 - D = Diameter of round footing or the side dimension of square footing.

Approved by: <i>QKH</i>	Foundation Detail for Fiberglass Nostalgic, Fiberglass, Steel, or Concrete Electrolliers	MC 890
Effective Date: 10-26-2012	What's Changed? This acronym for the Miscellaneous Chapter of the UGS Manual has been changed from 'MS' to 'MC' for clarity.	Sheet 3 of 4 UGS
► SCE Public ◀		



ERICSSON
330 COMMERCE, STE. 200
IRVINE, CA 92602

MSQUARED WIRELESS
1397 CALLE AVANZADO
SAN CLEMENTE CA 92673 (949) 391-6824

DRAWN BY: AP

CHECKED BY: MM

REV	DATE	DESCRIPTION
D	03/09/18	REVISION
C	02/16/2018	100% CONSTRUCTION
B	02/12/2018	100% CONSTRUCTION
A	01/05/2018	90% CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SITE ID: MSVJO 32B
23016 DEL LAGO DR
LAGUNA HILLS, CA, 92653

SHEET TITLE
**POLE FOUNDATION
DETAILS**

SHEET NUMBER
S-2

4.5.1.f



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: September 11, 2018

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Approval of a Resolution Establishing and Adopting Fines and Penalties for Administrative Citations

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, establishing and adopting administrative citation fines and penalties."

SUMMARY:

At its meeting of August 28, 2018, the City Council conducted the first reading of an Ordinance creating an Administrative Citation Program as another mechanism for enforcing the City's Municipal Code. With the second reading of the Administrative Citation Ordinance scheduled for the September 11, 2018, City Council meeting, it is appropriate to adopt the fine and penalty amounts for the new program. The Resolution also includes penalties for violations of the City's Animal Control Ordinance, which became effective last year.

BACKGROUND:

The proposed fine and penalty amounts are identified in Attachment 1. Although resolutions are typically effective upon their adoption, the proposed Resolution adopting fines and penalties does not become effective until 30 days after the second reading of the ordinance establishing the administrative citation program. Therefore, the Ordinance and fines and penalties would become effective on October 12, 2018. Staff notes the proposed fine and penalty structure is consistent with state law, and the City of Mission Viejo's Animal Control regulations.

Approval of a Resolution Establishing and Adopting Fines and Penalties for
Administrative Citations

September 11, 2018

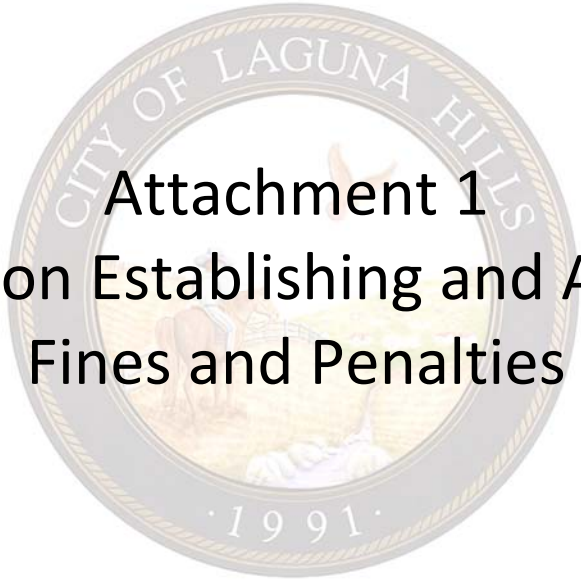
Page 2

CEQA FINDINGS:

Environmental review is not required under the Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, 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) because it has no potential for resulting in physical change to the environment, directly or indirectly.

ATTACHMENTS:

- Attachment 1 - Resolution of Fines and Penalties

The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a person in a white robe, possibly a religious figure, holding a staff. The text "CITY OF LAGUNA HILLS" is written in a circular path around the top, and "1991" is at the bottom. The seal is faded and serves as a background for the title text.

Attachment 1

Resolution Establishing and Adopting Fines and Penalties

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF LAGUNA HILLS, CALIFORNIA,
ESTABLISHING AND ADOPTING
ADMINISTRATIVE CITATION FINES AND
PENALTIES

WHEREAS, California Government Code section 53069.4 authorizes general law cities to adopt an Administrative Citation Program and related fines and penalties; and

WHEREAS, the City Council, at its regular meeting of ____, 2018, adopted an ordinance enacting an Administrative Citation Program for violations of the Laguna Hills Municipal Code, as defined, as well as any ordinances adopted by the City Council; and

WHEREAS, Chapters 1-36 and 13-08 of the Laguna Hills Municipal Code provide that the amount of the Administrative Citation Program fines and penalties shall be set forth in a schedule of administrative fines and penalties established by resolution of the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. Adoption and Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated by reference herein.

SECTION 2. Adoption of Administrative Citation Fines and Penalties. The City Council hereby adopts and approves the Administrative Citation Program Fines and Penalties Schedule as set forth in Exhibit "A," a copy of which is attached hereto and incorporated herein by reference. The City Clerk is hereby authorized and directed to incorporate the Administrative Citation Program fines and penalties established herein, as set forth in Exhibit "A" attached hereto, into the City's Comprehensive Fee Schedule.

SECTION 3. Environmental Exemption. The adoption of this Resolution is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15273 of CEQA Guidelines and Section 21080(b)(8) of the Public Resources Code; and in accordance with such determination, City staff is hereby directed to file a Notice of Exemption upon adoption of this Resolution.

SECTION 4. Severability. If any penalty adopted by this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such fee, rate, or charge shall be deemed a separate, distinct, and independent provision of this Resolution, and such holding shall not affect the validity of

the remaining penalties adopted or revised herein. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2018.

Melody Carruth, Mayor
City of Laguna Hills

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF LAGUNA HILLS)

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. adopted by the City Council of the City of Laguna Hills, California, at a regular meeting thereof, held on the ___ of _____ 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Exhibit “A”

Administrative Citation Program Fines and Penalties Schedule

Standard Administrative Citation Penalties

First violation	\$100
Second violation within the calendar year	\$200
Third violation within the calendar year	\$500
All subsequent violations within the calendar year	\$500

Local Building and Safety Code Administrative Citation Penalties

First violation	\$100
Second violation within the calendar year	\$500
Third violation within the calendar year	\$1,000
All subsequent violations within the calendar year	\$1,000

Late Payment Penalties – Standard Administrative Citation Penalties and Local Building and Safety Code Administrative Penalties

Payment for Administrative Citations is due by or before 30 days from the date the Citation is issued. Late payments are subject to a penalty of 25% of the amount of the citation.

Administrative Citation Penalties for Violations of Title 13 – Animal Control

First violation	\$300
Second violation within the calendar year	\$350
Third violation within the calendar year	\$400
Fourth violation within the calendar year	\$450
Fifth violation within the calendar year	\$500
Sixth violation within the calendar year	\$550
All subsequent violations within the calendar year	\$550

Late Penalties – Title 13 Animal Control

Payment for Administrative Citations is due by or before 30 days from the date the Citation is issued. A late penalty in the same amount of the underlying fine amount due pursuant to the above table shall accrue and be charged for any fine not paid within fifteen (15) days of the due date, such that the total amount due is double the unpaid fine amount.