



A G E N D A

CHINO HILLS CITY COUNCIL
REGULAR MEETING
TUESDAY, MARCH 22, 2016

5:30 P.M. CLOSED SESSIONS
7:00 P.M. PUBLIC MEETING

CIVIC CENTER, CITY COUNCIL CHAMBERS
14000 CITY CENTER DRIVE, CHINO HILLS, CALIFORNIA

This agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action shall be taken on any item not appearing on the agenda unless the City Council makes a determination that an emergency exists or that a need to take immediate action on the item came to the attention of the City subsequent to the posting of the agenda. The City Clerk has on file copies of written documentation relating to each item of business on this Agenda available for public inspection in the Office of the City Clerk, in the public binder located at the entrance to the Council Chambers, and on the City's website at www.chinohills.org while the meeting is in session. Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the Office of the City Clerk at 14000 City Center Drive, Chino Hills, CA during normal business hours.

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in this meeting, please contact the City Clerk's Office, (909) 364-2620, at least 48 hours prior to the start of the meeting to enable the City to make reasonable arrangements. Thank you.

Speaker Cards - Those persons wishing to address the City Council on any matter, whether or not it appears on the agenda, are requested to complete and submit to the City Clerk a "Request to Speak" form available at the entrance to the City Council Chambers. In accordance with the Public Records Act, any information you provide on this form is available to the public. You are not required to provide personal information in order to speak, except to the extent necessary for the City Clerk to call upon you. Comments will be limited to three minutes per speaker.

PLEASE SILENCE ALL PAGERS, CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL IS IN SESSION. Thank you.

CITY COUNCIL MEMBERS

ART BENNETT, MAYOR
RAY MARQUEZ, VICE MAYOR
ED GRAHAM
CYNTHIA MORAN
PETER ROGERS

KONRADT BARTLAM
CITY MANAGER

MARK D. HENSLEY
CITY ATTORNEY

CHERYL BALZ
CITY CLERK

5:30 P.M. - CALL TO ORDER - COUNCIL

1. PUBLIC COMMENTS: At this time members of the public may address the City Council regarding any items appearing on the Closed Session agenda. Those persons wishing to address the City Council are requested to complete and submit to the City Clerk a "Request to Speak" form available at the entrance to the City Council Chambers. Comments will be limited to three minutes per speaker.
2. Designate City Attorney as City's Labor Negotiator; Re: City Clerk, pursuant to Government Code Section 54957.6

RECESS INTO CLOSED SESSION

CLOSED SESSIONS

3. Public Employment Performance Evaluation pursuant to Government Code Section 54957 - City Clerk

7:00 P.M. - CONVENE MEETING / ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

INVOCATION: Senior Pastor Tae-Hyung Ko Ed.D., Good Shepherd Presbyterian Church of Chino Hills

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

4. PROCLAMATION - National Fair Housing Month: Proclaiming April as National Fair Housing Month; Accepted by Cristela Nunez, Senior Fair Housing Investigator
5. PROCLAMATION - Donate Life Month: Proclaiming April as Donate Life Month; Accepted by Rob Ralston, Donate Life Ambassador
6. PRESENTATION - Southern California Edison Tehachapi Renewable Transmission Project (TRTP) Update: Presented by Adriana Mendoza, Government Affairs Representative
7. PUBLIC COMMENTS: At this time members of the public may address the City Council regarding any items within the subject matter jurisdiction of the Council, whether or not the item appears on the agenda, except testimony on Public Hearing items must be provided during those hearings. Individual audience participation is limited to three minutes per speaker. Please complete and submit a speaker card to the City Clerk.

A. CITY DEPARTMENT BUSINESS

CONSENT CALENDAR ITEMS A1 THROUGH A7 - *All matters listed on the Consent Calendar are considered routine by the City Council and may be enacted by one motion in the form listed below. There will be no separate discussion of these items unless, before the City Council votes on the motion to adopt, Members of the City Council or staff request the matter to be removed from the Consent Calendar for separate action. Removed consent items will be discussed immediately after the adoption of the balance of the Consent Calendar.*

- A1. [Approve March 8, 2016 City Council Meeting Minutes](#)
- A2. [Approve Warrant Registers for period of February 18 through March 2, 2016 in amount of \\$3,185,222.51](#)
- A3. [Receive and file City Official Reports pursuant to Travel, Training and Meetings Reimbursement Policy for period of February 24 through March 8, 2016](#)
- A4. [Authorize execution of Professional Services Agreement with Robert Half International, Inc., not-to-exceed \\$56,000 for use of temporary employees in Community Relations Division and Community Development Department through June 30, 2016](#)
- A5. [Authorize execution of Professional Services Agreement with LSA Associates, Inc., in amount of \\$60,957 to prepare Environmental Impact Report Addendum for Tract 16414 of Vila Borba Project](#)
- A6. [Authorize Publication of notice for unclaimed funds held by the City of Chino Hills in a RecTrac Household Account in accordance with Government Code Section 50050 and authorize monies not claimed within 60 days to be transferred to Recreation Fund](#)
- A7. [Adopt resolution accepting Vila Borba Park into the City-Maintained System](#)

B. PLANNING COMMISSION MATTERS - *This portion of the City Council Agenda is for matters from the March 15, 2016 Planning Commission Meeting. No action is required unless two members of the City Council wish to request a review of the matter, in accordance with Section 16.58.070 of the Chino Hills Municipal Code. Expiration of the public appeal period on Planning Commission Item B1 is March 29, 2016, 5:30 p.m.*

- B1. [Custom Home Design Review No. 423 - 15333 Monterey Avenue: Adopted a resolution finding that the project is exempt from review under the California Environmental Quality Act and approved Custom Home Design Review No. 423, Minor Variance No. 16MNV01 and Major Variance No. 16MJV01 for development of two-story, single-family detached residence consisting of 2,004 square feet of livable space with attached 542-square foot, two-car garage, based on the findings of facts and subject to the Conditions of Approval: Steven Letran, Applicant, representing owner Tran Pham](#)

PUBLIC INFORMATION OFFICER REPORT

SAFETY UPDATES - Police and Fire (if any)

COUNCIL REPORTS

Southern California Association of Governments - Vice Mayor Marquez

Chino Valley Chamber of Commerce - Council Member Rogers

Water Facilities Authority - Council Member Rogers

COUNCIL COMMENTS

ADJOURN IN MEMORIAM AND IN HOPE: Adjourn in memory of Chino Hills Citizens on Patrol Member Lauro Baca Jr. who passed away on March 15, 2016; and in tribute and honor of those who serve and have served in the Armed Forces at home and abroad. Their sacrifice and strength protect the goals and ideals that have made this Country great.

ADJOURNMENT:

[Return to Agenda](#)

MINUTES

Date: 03-22-2016

CITY COUNCIL
CITY OF CHINO HILLS

Item No.: A01

MARCH 8, 2016
REGULAR MEETING

Mayor Bennett called the Meeting of the City Council of the City of Chino Hills to order at 7:00 p.m. and requested the City Clerk to call roll.

PRESENT: COUNCIL MEMBERS: ART BENNETT
RAY MARQUEZ
ED GRAHAM
CYNTHIA MORAN
PETER ROGERS

ABSENT: COUNCIL MEMBERS: NONE

ALSO PRESENT: KONRADT BARTLAM, CITY MANAGER
MARK HENSLEY, CITY ATTORNEY
CHERYL BALZ, CITY CLERK
DENISE CATTERN, PUBLIC INFORMATION OFFICER
CAPTAIN ROBERT GUILLEN, CHINO HILLS POLICE
PENNY ANGEL, ASSISTANT FINANCE DIRECTOR
JOANN LOMBARDO, COMMUNITY DEVELOPMENT DIRECTOR
NADEEM MAJAJ, PUBLIC WORKS DIRECTOR
JONATHAN MARSHALL, COMMUNITY SERVICES DIRECTOR
LYNNAE SISEMORE, ASSISTANT CITY CLERK
STEVE NIX, CITY ENGINEER
FIRE CHIEF TIM SHACKELFORD, CHINO VALLEY FIRE
DEPARTMENT

PLEDGE OF ALLEGIANCE TO THE FLAG

Led by Jane DeFrank, resident

INVOCATION

Led by Dr. Dorothy Shepherd, Christ Trinity Ministries

PUBLIC COMMENTS

Jim Gallagher, Dog Park for Chino Hills Non-Profit Organization Member, presented Council with a flyer and announced that members of the public can purchase and personalize bricks for the Vila Borba Dog Park to memorialize a family pet.

Susanne Baxter, Chino Hills 55+ Club Member, gave an update regarding the first Bingo event at the McCoy Equestrian Center.

Belinda Douglas, Chino Valley Chamber of Commerce, announced upcoming events for the organization.

Suzi Vlietstra, resident, inquired about implementing an Equestrian Committee.

CITY DEPARTMENT BUSINESS

CONSENT CALENDAR

Motion was made by Council Member Rogers and seconded by Mayor Bennett to approve the following items on the Consent Calendar:

MINUTES

The City Council approved the February 23, 2016 City Council Meeting Minutes, as presented.

WARRANT REGISTERS

The City Council approved the Warrant Registers for the period of January 21 through February 17, 2016 in the amount of \$4,511,475.18, as presented.

CITY OFFICIAL REPORTS

The City Council received and filed the City Official Reports pursuant to the Travel, Training and Meetings Reimbursement Policy for the period of February 10 through February 23, 2016, as presented.

FINANCIAL REPORTS

The City Council received and filed the Monthly Financial Reports for January 2016.

TREASURER REPORT

The City Council approved the Treasurer's Report for January 2016.

AGREEMENT - BIOLOGICAL MONITORING SERVICES

The City Council (1) authorized the execution of Professional Services Agreement No. A2016-047 with Leatherman BioConsulting, Inc., in the amount of \$98,753.16 for biological monitoring services for the Vila Borba Project; and (2) approved an appropriation budget amendment and an increase in Pass Through revenues in the amount of \$98,000 to the Development Services Division Pass Through Fund.

FINAL PARCEL MAP 19656 - AYRES CHINO HILLS, L.P.

The City Council (1) accepted the Final Parcel Map 19656 - Ayres Chino Hills, L.P., applicant, consisting of two numbered parcels located south of Chino Hills Parkway, east of Ramona Avenue within the Commons Development; (2) accepted a deposit of \$700 to set monuments; and (3) authorized the City Clerk to record the final map.

AGREEMENT - TRAFFIC IMPACT FEE AND NEXUS STUDY

The City Council (1) authorized the execution of Professional Services Agreement No. A2016-048 with Iteris in an amount not-to-exceed \$79,480 to prepare a Traffic Impact Fee and Nexus Study; and (2) approved an appropriation budget amendment in the amount of \$40,000 from the General Fund balance for the study.

CHANGE ORDER NO. 2 - LOS SERRANOS INFRASTRUCTURE - SAFE ROUTES TO SCHOOLS PHASE 2 PROJECT

The City Council approved (1) Change Order No. 2 to Agreement No. A2015-192 with Sequel Contractors, Inc. in the amount of \$49,256.29 for miscellaneous items for construction of Los Serranos Infrastructure - Safe Routes to Schools - Phase 2 Project; (2) an appropriations budget amendment in the amount of \$50,000 from Measure I Fund balance; and (3) a funding source swap in the amount of \$17,900 between the Los Serranos Infrastructure Improvements - Safe Routes to Schools - Phase 2 Project (Agency Road Trust) and the Los Serranos Infrastructure Phase 2B Project (Community Development Block Grant).

IMPROVEMENT SECURITIES - RESOLUTION ADOPTED

The City Council adopted **Resolution No. 2016R-012**, *authorizing the City Engineer to release security or partially release security upon furnished by a Subdivider pursuant to Government Code Section 66499.7 and determining that this action is exempt under the California Environmental Quality Act.*

Motion carried as follows:

AYES: COUNCIL MEMBERS: BENNETT, MARQUEZ, GRAHAM, MORAN, ROGERS

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

PLANNING COMMISSION MATTERS

CUSTOM HOME DESIGN REVIEW NO. 424 – 4389 LUGO AVENUE

Adopted a resolution finding that the project is exempt from review under the California Environmental Quality Act and approved Custom Home Design Review No. 424 for development of one-story, single-family detached residence consisting of 1,406 square feet of livable space with attached 480-square foot, two-car garage, based on the findings of facts and subject to the Conditions of Approval: John Kunick, Applicant.

There was no action taken on the foregoing Planning Commission item.

PUBLIC INFORMATION OFFICER REPORT

Public Information Officer (PIO) Cattern announced the "Around the Music - Author Talk" with Glen Anderson and special musical guest Dave Seltzer Event on Friday, March 11, 2016 from 7:30 p.m. to 9:30 p.m. at the Chino Hills Community Center. For more information visit the City's website at: www.chinohills.org/chARTS. PIO Cattern announced a blood drive event on Wednesday, March 16, 2016 from 1:00 p.m. to 6:00 p.m. in the Government Center parking lot. She stated that donors must bring a valid ID, stay hydrated with decaffeinated drinks, be 17 years of age, in good health, and weigh at least 110 pounds. PIO Cattern invited Chino Hills students from Kindergarten to 12th Grade to participate in the 16th Annual Water Conservation Design-a-Sign Contest. She said that this year's theme is "Catch Those Drops, Don't Let Them Get Away." All entries are to be submitted by 4:00 p.m. on Friday, March 18th to the Parks and Recreation

Division, First Floor at City Hall, located at 14000 City Center Drive. For more information visit the City's website at: www.chinohills.org/DesignaSign. She announced that a free Legal Aid Workshop will be held on Tuesday, March 22, 2016 from 10:00 a.m. to 3:00 p.m. at the Chino Hills Community Center, located at 14250 Peyton Drive. For more information visit the following website: www.legalaidofsb.org. Lastly, PIO Cattern announced that a closure of the Northbound 71 Freeway will occur on Friday, March 11, 2016 from 10:00 p.m. to 6:30 a.m. Saturday, March 12, 2016.

SAFETY UPDATES

Police: Chief Guillen stated that the San Bernardino County Sheriff's continued active shooter training today and thanked the City and the Chino Valley Fire Department for participating in the past emergency exercises. He spoke of an arrest of a gentleman responsible for vehicle robberies, and encouraged the public to be cognizant of locking their car doors and hiding belongings that are in plain view.

Fire: Fire Chief Shackelford reminded everyone to replace all batteries in smoke and carbon monoxide detectors with the upcoming daylight savings time change to keep them active. He informed the public and outside agencies that the Chino Valley Fire Department is scheduled to take photos at their facility over the weekend.

COUNCIL COMMENTS

Graham: Council Member Graham inquired about a timeline for open space, signs and temporary rentals.

City Manager Bartlam replied that the open space encroachment environmental document is near completion and will be presented to the Planning Commission for review within the next six to eight weeks.

City Attorney Hensley stated that the temporary rentals will be taken to the Planning Commission first in the next four to six weeks, then the signs will follow.

Rogers: Council Member Rogers congratulated the Ruben S. Ayala and Chino Hills High School basketball teams for their ongoing success. He reminded everyone that the 6th Annual Spring Home Tour will be held on April 10th. He announced that there will be an upcoming Jazz and Blues concert series featuring Barbara Morrison at the Community Center on July 9, 2016. He thanked City Engineer Steve Nix and staff for their efforts of the Sleepy Hollow Waterline Improvement Project.

Moran: Council Member Moran gave an update of the Brush with Kindness, Community Development Block Grant recipients. She said that the Habitat for Humanity Los Serranos project will commence on March 19, 2016, and is projected to take three weeks to complete. She also said that the Sessna family will receive replacement windows because of the Los Serranos golf balls that were struck onto the property before they took ownership.

Marquez: Vice Mayor Marquez attended the Southern California Association of Governments (SCAG) on March 3, 2016 and the board discussed preparing revisions to the 2016-2040 Regional Transportation Plan/Sustainable Communities Strategies

(RTP/SCS), and will continue further discussion at the March 24, 2016 SCAG meeting. He attended a NALEO Energy Conference and learned about Greenhouse Gas emissions and Carbon Monoxide pollutants. He congratulated the Ruben S. Ayala and Chino Hills High School basketball teams for their continued triumphs. He attended the "A Salute to Public Safety" ceremony hosted by the Chino Valley Chamber of Commerce honoring the men and women of the Fire, Police, and Sheriff's Departments; and applauded and thanked them for their service. He participated in the Student Government Day and said the students did a tremendous job conducting a "mock" Council meeting and thanked them for participating in the program. He asked staff about the status of an Equine Committee.

City Manager Bartlam replied that the City has an existing Equestrian Group which will need to be discussed with Council. He said that staff has deliberated about a few committee formats and will bring the matter back to Council next month.

Vice Mayor Marquez complimented Community Development Director Joann Lombardo for reaching out to Real Estate companies regarding sign placement in the City.

Bennett: Mayor Bennett announced that the City is seeking Parks and Recreation Student Commission applications, and explained how great of an experience it would be for High School Juniors and Seniors to learn about City operations. He encouraged students from the audience to speak at the podium.

Ashley, Don Antonio Lugo High School student, stated that she was attending the Council meeting for her Government class requirement.

Mayor Bennett stated that he attended the Chino Hills High School basketball team's championship finals at the Anaheim Honda Center on Saturday, March 5, 2016, and congratulated the team on their success.

ADJOURN IN MEMORIAM AND IN HOPE:

Mayor Bennett adjourned in tribute and honor to resident and World War II Veteran Wilbur Richardson, and to those who serve and have served in the Armed Forces at home and abroad. Their sacrifice and strength protect the goals and ideals that have made this Country great.

ADJOURNMENT

Mayor Bennett adjourned at 7:22 p.m.

Respectfully submitted,

CHERYL BALZ, CITY CLERK

APPROVED:

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY

Item No.: A02



Meeting Date: March 22, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

March 15, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: CITY OF CHINO HILLS WARRANT REGISTERS FOR WARRANTS
ISSUED FOR THE PERIOD FEBRUARY 18, 2016 – MARCH 2, 2016, IN
AN AMOUNT OF \$3,185,222.51

RECOMMENDATION:

Approve the attached Warrant Registers for the time period mentioned above.

BACKGROUND/ANALYSIS:

The Warrant Registers are listings of all payments made by the City of Chino Hills during a given period of time, exclusive of personnel costs. Warrant Registers and Wire Transfers listing reflecting payments over \$25,000 or those referred by the Finance Committee are regularly submitted for City Council's review and approval as an agenda item at each City Council meeting. During the period of February 18, 2016, to March 2, 2016, payments in excess of \$25,000 have been issued totaling \$3,185,222.51.

The Warrant Register is reviewed by the Finance Committee prior to the City Council meeting.

FISCAL IMPACT:

The cash held by the City's various funds, including the General Fund, is reduced as a result of paying the City's authorized expenditure requests.

Respectfully submitted,

FINANCE COMMITTEE

Mayor Art Bennett

Council Member Peter Rogers

Konradt Bartlam, City Manager

Judy R. Lancaster, Finance Director

Outgoing Wire Transfers Over \$25,000

From 2/18/16 to 3/2/16

Vendor Name	Due Date	Account Number	Item Description	Amount
Federal EFTPS	2/24/2016	575-0000-218-1000	P/R Tax Transfer - Federal	56,838.81
U. S. Bank	2/22/2016	627-5100-888-7015	Debt Service Pmt-CFD 1- Series B	28,535.63
U. S. Bank	2/22/2016	698-5100-888-7015	Debt Service Pmt-CFD 2- Series B	135,720.63
U. S. Bank	2/22/2016	640-5100-888-7015	Debt Service Pmt-CFD 5- Series B	264,468.75
U. S. Bank	2/22/2016	640-5100-888-7015	Debt Service Pmt-CFD 5- Series C	137,089.08
U. S. Bank	2/22/2016	657-5100-888-7015	Debt Service Pmt-CFD 9	60,763.98
U. S. Bank	2/22/2016	658-5100-888-7015	Debt Service Pmt-CFD 10	220,275.01
U. S. Bank	2/26/2016	699-5200-888-7015	Debt Service Pmt-RAD 10-1	45,362.50
Vendor Total *				<u>892,215.58</u>
Grand Total Transfers Over \$25,000 *****				<u><u>949,054.39</u></u>

ITEMS EXCEEDING \$25,000.00

PREPARED 02/29/2016,10:35:18
PROGRAM: GM339L
CITY OF CHINO HILLS

EXPENDITURE APPROVAL LIST
AS OF: 03/02/2016 PAYMENT DATE: 03/02/2016

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VEND NO	SEQ#	VENDOR NAME	INVOICE	VOUCHER P.O.	BANK CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
NO		NO NO	NO	NO	DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
									AMOUNT
0002903	00	CALIFORNIA PUBLIC EMPLOYEES'							
1964/MAR'16	004304		00	03/02/2016	001-0300-888.15-40	CALPERS INSURANCE PREMIUM		299.38	
1964/MAR'16	004310		00	03/02/2016	001-0300-888.15-40	CALPERS INSURANCE PREMIUM		271.92	
1964/MAR'16	004313		00	03/02/2016	001-0400-888.15-40	CALPERS INSURANCE PREMIUM		1,472.98	
1964/MAR'16	004315		00	03/02/2016	001-0400-888.15-40	CALPERS INSURANCE PREMIUM		1,087.66	
1964/MAR'16	004318		00	03/02/2016	001-0400-888.15-40	CALPERS INSURANCE PREMIUM		297.23	
1964/MAR'16	004303		00	03/02/2016	001-1200-888.30-90	CALPERS INSURANCE PREMIUM		285.06	
1964/MAR'16	004314		00	03/02/2016	001-1200-888.15-40	CALPERS INSURANCE PREMIUM		1,087.66	
1964/MAR'16	004305		00	03/02/2016	001-2100-888.15-40	CALPERS INSURANCE PREMIUM		149.69	
1964/MAR'16	004311		00	03/02/2016	001-2100-888.15-40	CALPERS INSURANCE PREMIUM		135.96	
1964/MAR'16	004306		00	03/02/2016	001-2200-888.15-40	CALPERS INSURANCE PREMIUM		149.68	
1964/MAR'16	004312		00	03/02/2016	001-2200-888.15-40	CALPERS INSURANCE PREMIUM		135.95	
1964/MAR'16	004316		00	03/02/2016	001-2510-888.15-40	CALPERS INSURANCE PREMIUM		652.60	
1964/MAR'16	004308		00	03/02/2016	500-8113-888.15-40	CALPERS INSURANCE PREMIUM		297.23	
1964/MAR'16	004309		00	03/02/2016	500-8113-888.15-40	CALPERS INSURANCE PREMIUM		594.46	
1964/MAR'16	004307		00	03/02/2016	551-8200-888.15-40	CALPERS INSURANCE PREMIUM		566.53	
1964/MAR'16	004317		00	03/02/2016	551-8200-888.15-40	CALPERS INSURANCE PREMIUM		435.06	
1964/MAR'16	004302		00	03/02/2016	575-0000-217.10-00	CALPERS INSURANCE PREMIUM		81,448.56	
						VENDOR TOTAL *		89,367.61	
0001182	00	CITY OF CHINO							
4014	PI4693	160596	00	03/02/2016	003-0900-888.31-90	CONTRACT SERVICES		44,556.95	
						VENDOR TOTAL *		44,556.95	
0001110	00	DEPT. OF TRANSPORTATION							
16005484	004328		00	03/02/2016	399-7100-888.81-10	COOPERATIVE AGMT #8-1592		175,000.00	
						VENDOR TOTAL *		175,000.00	
0000064	00	S.B.COUNTY SHERIFF'S DEPT.							
15376/MAR'16	004392		00	03/02/2016	001-6000-888.31-70	LAW ENFORCEMENT CONTRACT		881,987.00	
15272/2ND QTR	004394		00	03/02/2016	001-6000-888.31-70	OVERTIME CHGS:OCT-DEC'15		103,626.32	
15291/2ND QTR	004395		00	03/02/2016	001-6000-888.31-70	OVERTIME CHGS:OCT-DEC'15		676.40	
15292/2ND QTR	004396		00	03/02/2016	001-6000-888.31-70	PERSONNEL CREDITS:FY15/16		178,453.60	
15376/MAR'16	004393		00	03/02/2016	015-6000-888.31-70	LAW ENFORCEMENT CONTRACT		112,109.00	
						VENDOR TOTAL *		919,945.12	
0000608	00	SBCERA							
PP 05/16	PR0302		00	03/02/2016	575-0000-216.20-06	SURVIVOR BENEFIT:EMPLOYEE		249.40	
PP 05/16	PR0302		00	03/02/2016	575-0000-217.35-05	CITY CONTR GEN MBR:TIER 1		145,541.91	
PP 05/16	PR0302		00	03/02/2016	575-0000-217.36-05	CITY CONTR GEN MBR:TIER 2		10,448.39	
PP 05/16	PR0302		00	03/02/2016	575-0000-217.35-10	NON-RFNDL GEN MBR CONTRB		22,386.71	
PP 05/16	PR0302		00	03/02/2016	575-0000-217.35-13	EMPL PAID PRETAX CONTRBTN		8,947.31	
PP 05/16	PR0302		00	03/02/2016	575-0000-217.36-13	EMPLOYEE RET. COST:TIER 2		3,260.51	
PP 05/16	PR0302		00	03/02/2016	575-0000-217.35-14	EXEMPT ADDT'L RETIREMENT		3,253.71	
PP 05/16	PR0302		00	03/02/2016	575-0000-217.35-15	REFUNDABLE GEN MBR CONTRB		10,040.97	
PP 05/16	PR0302		00	03/02/2016	575-0000-217.35-20	SURVIVORS BENFIT:EMPLOYER		249.40	
PP 05/16	PR0302		00	03/02/2016	575-0000-217.35-16	RETIREMENT SERVICE CREDIT		218.38	
						VENDOR TOTAL *		204,596.69	
						TOTAL EXPENDITURES ****		1,433,466.37	

PREPARED 02/29/2016,10:35:18
PROGRAM: GM339L
CITY OF CHINO HILLS

EXPENDITURE APPROVAL LIST
AS OF: 03/02/2016 PAYMENT DATE: 03/02/2016

PAGE 2

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT

0000099 00

GRAND TOTAL *****

1,433,466.37

ITEMS EXCEEDING \$25,000.00

PREPARED 02/22/2016, 9:35:07
PROGRAM: GM339L
CITY OF CHINO HILLS

EXPENDITURE APPROVAL LIST
AS OF: 02/24/2016 PAYMENT DATE: 02/24/2016

PAGE 1

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0001123	00	CHINO VALLEY UNIFIED SCHOOL DISTRICT						
160104		PI4615 160609	00	02/24/2016	001-0300-888.31-80	CONTRACT SERVICES	25,868.78	
						VENDOR TOTAL *	25,868.78	
0007154	00	HENSLEY LAW GROUP						
10266		004275	00	02/22/2016	001-1000-888.30-10	LEGAL SERVICES:JAN'16	24,092.00	
10266		004274	00	02/22/2016	005-4000-888.30-10	LEGAL SERVICES:JAN'16	26.00	
10266		004277	00	02/22/2016	005-4000-888.30-10	LEGAL SERVICES:JAN'16	546.00	
10266		004278	00	02/22/2016	005-4000-888.30-10	LEGAL SERVICES:JAN'16	5,572.00	
10266		004279	00	02/22/2016	005-4000-888.30-10	LEGAL SERVICES:JAN'16	1,066.00	
10266		004280	00	02/22/2016	005-4000-888.30-10	LEGAL SERVICES:JAN'16	476.00	
10266		004281	00	02/22/2016	005-4000-888.30-10	LEGAL SERVICES:JAN'16	1,118.00	
10266		004282	00	02/22/2016	005-4000-888.30-10	LEGAL SERVICES:JAN'16	570.00	
10266		004283	00	02/22/2016	005-7300-888.30-10	LEGAL SERVICES:JAN'16	78.00	
10266		004284	00	02/22/2016	399-7100-888.81-10	LEGAL SERVICES:JAN'16	19.00	
10266		004285	00	02/22/2016	399-7100-888.81-10	LEGAL SERVICES:JAN'16	551.00	
10266		004286	00	02/22/2016	399-7100-888.83-10	LEGAL SERVICES:JAN'16	38.00	
10266		004273	00	02/22/2016	500-8110-888.30-10	LEGAL SERVICES:JAN'16	19.00	
10266		004276	00	02/22/2016	500-8110-888.30-10	LEGAL SERVICES:JAN'16	2,318.00	
						VENDOR TOTAL *	36,489.00	
0006114	00	HUNTERS HILL, L.P.						
AGMT #A12-15		004201	00	02/24/2016	132-5000-888.70-15	QTRLY PRINCIPAL PAYMENT	45,789.62	
						VENDOR TOTAL *	45,789.62	
0002651	00	JPR HOMES						
AGMT #A12-14		004205	00	02/24/2016	132-5000-888.70-15	QTRLY PRINCIPAL PAYMENT	189,253.60	
						VENDOR TOTAL *	189,253.60	
0006773	00	MJ BRAY, LLC						
AGMT #A12-16		004219	00	02/24/2016	132-5000-888.70-15	QTRLY PRINCIPAL PAYMENT	92,991.11	
						VENDOR TOTAL *	92,991.11	
0006115	00	RICHLAND PINEHURST, L.P.						
AGMT #A12-17		004240	00	02/24/2016	132-5000-888.70-15	QTRLY PRINCIPAL PAYMENT	412,309.64	
						VENDOR TOTAL *	412,309.64	
						TOTAL EXPENDITURES ****	802,701.75	
						GRAND TOTAL *****		802,701.75

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: March 22, 2016

Item No.: A03

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

March 15, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: CITY OFFICIAL REPORTS

RECOMMENDATION:

Receive and file pursuant to the City's Travel, Training and Meetings Reimbursement Policy City Official Reports.

BACKGROUND/ANALYSIS:

In accordance with Government Code Section 53232.2 and 53232.3, implementing Assembly Bill 1234 (AB 1234) effective January 1, 2006, the City's Travel, Training and Meetings Policy was amended to reflect those changes. The City Official Report provides a brief report regarding the purpose and subject matter of meetings for the period through March 8, 2016.

REVIEW BY OTHERS:

The report format has been reviewed by the City Attorney.

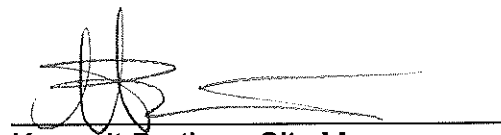
FISCAL IMPACT:

Travel, Training and Meeting expenses are included within the City's adopted budget for Fiscal Year 2015/2016.

ENVIRONMENTAL REVIEW:

This proposed action is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code Regulations §§ 15000, et seq.) because it constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this action does not constitute a "project" that requires environmental review (see specifically 14 CC § 15378 (b)(4-5)).

Recommended by,

A handwritten signature in black ink, appearing to be 'KB', is written over a horizontal line.

Konradt Bartlam, City Manager

KB:ssr

CITY OFFICIAL REPORT
CITY OF CHINO HILLS
COUNCIL MEETING DATE: 1/26/16
PERIOD TO COVER: 02/24/16 – 03/08/16

Event Date	Name of Payee	Meeting and Subject Matter	City Official Attendees	Purpose*
02/25/16	City of Chino Hills	LOCC Inland Empire Div. Dinner Meeting	R. Marquez, Vice Mayor C. Moran, Council Member P. Rogers, Council Member	LOCC Division Mtg.
03/03 - 03/04/16	City of Chino Hills	WELL Conference	C. Moran, Council Member	Conference

*Details on expenses are maintained in the Finance Department.

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: March 22, 2016

Item No.: A04

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

March 15, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH ROBERT HALF INTERNATIONAL, INC.

RECOMMENDATION:

Authorize the execution of a Professional Services Agreement with Robert Half International, Inc. an amount not to exceed \$56,000 for the use of temporary employees for support services to the Community Relations Division and the Community Development Department.

BACKGROUND/ANALYSIS:

Office Team, of Robert Half International, Inc. is a professional staffing company that provides staffing services to organizations that require temporary clerical and or specialized administrative support. The City already has a contractual agreement with Robert Half International, Inc. for temporary IT staff. However, a separate Office Team agreement is needed. This new agreement will be for services from the Office Team branch of Robert Half International, Inc. to support the City Manager's Department - Community Relations Division and the Community Development Department.

City Manager's Department - Community Relations Division: Due to a full-time employee's maternity leave absence September 2015 through January 2016, the City Manager's Office experienced a temporary staffing shortfall in the Administration and Community Relations Divisions. During the maternity leave, at the September 22, 2015, City Council Meeting, City Council authorized the transfer of the full-time employee to the City Manager's Administration Division and authorized the creation of a new part-time Community Relations Analyst position to support the Community Relations Division.

The Community Relations Division was able to secure the services of a temporary staff person through Office Team during the maternity leave. During this time, a recruitment was held to fill the Community Relations Analyst position and the Office Team temporary staff person participated in the recruitment and ultimately was selected for the vacant position.

Because this person is an employee of Office Team, the City is required to pay a \$5,000 acquisition fee. The City has elected to have the Office Team employee work 850 hours as an Office Team employee and, as a result, the City would pay a smaller fee of \$850 to Office Team as this employee transitions from Office Team to a City employee.

Community Development Department: Due to the illness of a staff person in the Planning Division, the Community Development Department initially sought out clerical assistance by using a temporary staff person. The employee has now returned to work; however, due to a large back load of scanning projects, the temporary staff person is being used to address the back log. This temporary staff person will be working through June 30, 2016, at a projected cost of \$29,700.

REVIEW BY OTHERS:

This item has been reviewed by the Finance Director and the Contract Compliance Officer.

FISCAL IMPACT:

Community Relations: Services should not exceed \$24,500. This cost would not exceed the normal budgeted funding as if the position was filled.

Community Development: Services should not exceed \$29,700 for FY 2015/2016 and is already budgeted item under temporary employee services.

CEQA REVIEW:


This action is not a project within the meaning of the CEQA Guidelines Section 15278 and is therefore exempt from CEQA as it is an administrative change that will not result in any direct or indirect physical change in the environment. It is therefore exempt from CEQA.

Respectfully submitted,


Konradt Bartlam, City Manager

KB:BM:LJ:ssr

Recommended by:


Benjamin Montgomery,
Deputy City Manager

Attachments:

1. Consulting Services Agreement
2. Scope of Services (Exhibit A)
3. Compensation (Exhibit B)

**AGREEMENT NO. A2016-
FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF CHINO HILLS AND
ROBERT HALF INTERNATIONAL INC.**

THIS AGREEMENT, made and entered into this 22nd day of March, 2016, between the CITY OF CHINO HILLS, a municipal corporation, hereinafter referred to as "City" and Robert Half International Inc., doing business through its division Office Team, hereinafter referred to as "Consultant". City desires to engage Consultant to provide temporary staffing services to City.

Consultant is in the business of providing temporary staffing services, and Consultant desires to be engaged by City based on all terms and conditions set forth below.

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

1. SCOPE OF SERVICES. Consultant shall provide City with one or more Contract Workers as requested by City. As used herein, "Contract Worker" shall mean an employee of Consultant placed with City on a temporary basis. Consultant will check references of Contract Workers by asking specific questions to select past employers with regard to skills and work history before placing a Contract Worker on his or her first assignment with City. City shall supervise

Consultant's Contract Worker(s) providing services to City. City will not permit or request Consultant's Contract Worker(s), and Consultant's Contract Worker(s) shall refrain from, the following:

(i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements; (iii) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (iv) to make any management decisions; (v) to sign, endorse, wire, transport or otherwise convey cash, securities, checks or any negotiable instruments or valuables; (vi) to perform services remotely (e.g., on premises other than the City's or the City's customer's premises), or to use computers or other electronic devices, software or network equipment owned or licensed by the assigned individual; or (vii) to operate machinery (other than office machines) or automobiles.

a. Consultant agrees to temporarily assign a Contract Worker to perform the services set forth in Exhibit A "SCOPE OF SERVICES" attached hereto and made a part hereof. Consultant represents and warrants that it has the qualifications, experience and facilities to properly perform services under this Agreement in a thorough, competent and professional manner and shall, at all times during the term of this Agreement, have in full force and effect, all licenses

required of it by law. Consultant's Contract Worker shall begin its services under this Agreement no earlier than September 1, 2015.

2. STATUS OF CONSULTANT. Consultant is and shall at all times remain as to the City a wholly independent contractor. Consultant's Contract Worker(s) performing the services under this Agreement on behalf of Consultant shall at all times be employees of Consultant. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of City except information or reports required by government agencies to enable Consultant to perform its duties under this Agreement.

3. CONSULTANT'S KNOWLEDGE OF APPLICABLE LAWS. Consultant shall keep itself informed of applicable local, state and federal laws and regulations which may affect those employed by it or in any way affect the

performance of its services pursuant to this Agreement. Consultant shall observe and comply with all such laws and regulations affecting its employees. City and its officers and employees, shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

4. PERSONNEL. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's Contract Worker(s) assigned to perform the services hereunder and shall obtain the approval of the City Manager of all proposed staff members performing services under this Agreement prior to any such performance.

5. COMPENSATION AND METHOD OF PAYMENT.

a. Consultant's Contract Worker(s) will submit a time sheet or an electronic time record for City's verification and approval at the end of each week. City's approval thereby will indicate its acceptance of the terms provided in Exhibit B attached hereto and made a part hereof. City will be billed weekly for the total hours worked. Consultant's invoices are due thirty (30) days from receipt for all undisputed fees set forth on the invoice. Legally required overtime (federal law requires in excess of 40 hours a week, state law varies) will be billed at one and one-half (1½) times the normal billing rate. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate. Consultant

may increase its rates provided under the Agreement to reflect increases in costs associated with higher taxes, including State Unemployment Taxes. Consultant will provide written notice of the increase in its rates. Any increase in rates will be prospective, starting as of the effective date Consultant specifies but not earlier than thirty days from such written notice. Total compensation shall not exceed \$56,000.00 (the "Not to Exceed Amount"). Notwithstanding anything to the contrary in this Agreement, Consultant may at any time, in its sole discretion, discontinue performance of the services once the Not-to-Exceed Amount has been attained (even if Consultant continued to provide services after the Not-To-Exceed Amount was reached), and the Not to Exceed Amount limit shall not apply to conversion fees owed pursuant to paragraph 5(b) below. If the City disputes any of Consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

b. Conversion Fees. In the event the City wishes to convert any of Consultant's Contract Workers, the City agrees to pay a conversion fee in accordance with this Section. The City agrees to pay a conversion fee if Consultant's Contract Worker is hired by the City, an affiliate or other related business entity as a result of the City's subsequent referral of the Contract Worker. The conversion fee is payable if the Contract Worker is hired, regardless of the job

classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve (12) months after the last day of the assignment. The same calculation will be used if the City converts Consultant's Contract Worker on a part-time basis using the full-time equivalent salary. The conversion fee will be invoiced upon the hiring of the Contract Worker and payment of the conversion fee is due within thirty (30) days of the invoice. The conversion fee will equal a percentage of the Contract Worker's aggregate annual compensation, including bonuses. For Contract Workers other than Audrey Lau, the conversion fee shall be in accordance with the schedule that follows immediately:

<u>Hours Billed and Paid</u>	<u>Conversion Rate</u>
0 - 240	25%
241 - 480	16%
481 - 600	12%
601 – 700	8%
> 700	\$850 Flat Fee

For Audrey Lau, the conversion fee shall be in accordance with the schedule immediately below:

Discounted Conversion Fees for Audrey Lau	
Hours	% of Annual Starting Salary
0 - 160	25% (NA)
160 - 320	20% (NA)
320 - 500	15% \$5187
501 - 750	10% \$3458
> 750	\$850

6. ADDITIONAL SERVICES OF CONSULTANT. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

7. ASSIGNMENT. All services required hereunder shall be performed by Consultant, its employees or personnel under direct contract with Consultant.

Consultant shall not assign to any subcontractor the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without the prior written consent of City Manager.

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

9. TERMINATION OF AGREEMENT. This Agreement may be renewed annually, but will terminate on June 30, 2016, unless otherwise extended

in advance and in writing by the City Manager. This Agreement may be terminated with or without cause by either party upon 30 days written notice. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.

10. COOPERATION BY CITY. All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Scope of Services, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

11. OWNERSHIP OF DOCUMENTS. Upon satisfactory completion of, or in the event of termination, suspension or abandonment of, this Agreement, all original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall, become the sole property of City.

12. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) Each Contract Worker's social security number and other legally protected personal information shall be considered "Consultant's Confidential Information." All information gained by Consultant in performance of

this Agreement shall be considered "City Confidential Information." Collectively, Consultant Confidential Information and City Confidential Information shall be considered "Confidential Information." Neither party to this Agreement shall release the other party's Confidential Information without prior written authorization from the other party excepting this section shall not apply to (1) information which is a public record and subject to disclosure pursuant to the California Public Records Act, Government Code § 6250, et seq., (2) information that is in the public domain; (3) information that was known to the receiving party before receipt of the information from the disclosing party; or, (4) information received from a third party having the right to lawfully possess and disclose such information without breaching any promise of confidentiality. In addition, no receiving party shall be in violation of this Agreement if required to disclose such information by a court of competent jurisdiction or governmental agency with power to force disclosure. However, upon receipt of a subpoena or other order to produce Confidential Information, the receiving party shall promptly notify the disclosing party in writing of such disclosure requirement.

Neither party, its officers, employees, agents or subcontractors, shall, without written authorization from the other party, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other

information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided each party gives the other notice of such court order or subpoena.

If either party or any of its officers, employees, consultants or subcontractors does voluntarily provide information in violation of this Agreement, the other party has the right to reimbursement and indemnity for any damages caused by such conduct.

Each party shall promptly notify the other should its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. Each party retains the right to be present at any deposition, hearing or similar proceeding. Each party agrees to cooperate fully with the other and to provide the other with the opportunity to review any response to discovery requests provided by Consultant. However, such right to review any such response does not imply or mean the right to control, direct, or rewrite said response.

Further, City understands that Consultant considers Contract Workers' resumé's to be proprietary information and City will not volunteer to disclose such information. If such information is requested pursuant to the Public Records Act, City shall immediately notify Consultant so that Consultant can bring an action in court to protect disclosure of such information under the Public Records Act.

Notwithstanding the above, Consultant acknowledges that the City is a public entity subject to the requirements of the Brown Act, Government Code Section 54950 et seq. and the Public Records Act, Government Code Section 6200 et seq, so that nothing in this section shall prohibit or in any way restrict the City from fully complying with such laws.

(b) Consultant covenants that, to the best of its knowledge, neither they nor any officer or principal of their firm have any interest in, or shall they acquire any interest, directly or indirectly which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that, to the best of its knowledge, in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor without the express written consent of the City Manager.

13. DEFAULT. In the event that Consultant is in default of any of the provisions of this Agreement, City shall have no obligation or duty to continue

compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant.

14. INDEMNIFICATION.

(a) Consultant represents it is skilled in the professional calling necessary to perform the services and duties agreed to hereunder by Consultant, and City relies upon the skills and knowledge of Consultant. Consultant shall perform such services and duties consistent with the standards generally recognized as being employed by professionals performing similar service in the State of California.

(b) Consultant is an independent contractor and shall have no authority to bind City nor to create or incur any obligation on behalf of or liability against City, whether by contract or otherwise, unless such authority is expressly conferred under this agreement or is otherwise expressly conferred in writing by City. City, its elected and appointed officials, officers, agents, employees and designated volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or to any other person for, and Consultant shall indemnify, defend, protect and hold harmless the Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including

reasonable attorneys' fees and costs (collectively "Claims"), which the Indemnitees may suffer or incur or to which the Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the negligent or wrongful acts or omissions of Consultant, its agents, officers, directors or employees, in performing any of the services under this Agreement. Notwithstanding anything to the contrary in this Agreement, Consultant has no obligation regarding any claim based on any of the following: (a) anything City requests be incorporated into the work product or Consultant's compliance with any designs, specifications, or instructions provided by City or by a third party on City's behalf; (b) City's modification of the work product; or (c) the combination, operation, or use of the work product with other products not provided by Consultant. "Work product" as used in this paragraph means computer software or other similar intellectual property related to the operation of computer technology.

If any action or proceeding is brought against the Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify the Indemnitees as above provided, Consultant, upon notice from the City, shall defend the Indemnitees at Consultant's expense by counsel of Consultant's choice

after confirmation from the City that such counsel does not present a conflict of interest for the City. The Indemnitees need not have first paid any of the matters as to which the Indemnitees are entitled in order to be so indemnified. The insurance required to be maintained by Consultant under paragraph 15 shall ensure Consultant's obligations under this paragraph 14(b), but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this paragraph 14(b) shall survive the expiration or earlier termination of this agreement.

The Consultant's indemnification does not extend to Claims occurring as a result of the City's negligent or willful acts or omissions, and notwithstanding anything to the contrary in this Agreement, Consultant shall not be liable to City for any claims caused by City's failure to adequately supervise Consultant's Contract Workers. Under no circumstances is Consultant liable for special, incidental or indirect damages or for any consequential damages (including lost profits, business, revenue, goodwill, or anticipated savings), even if informed of the possibility.

15. INSURANCE.

A. Insurance Requirements. Consultant shall provide and maintain insurance acceptable to the City Attorney in full force and effect

throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII. Consultant shall provide the following scope and limits of insurance:

(1) Minimum Scope of Insurance. Consultant shall at all times during the performance of this Agreement maintain the following:

(a) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001) or equivalent.

(b) Insurance Services Office form number CA 0001 (Ed. 3/10) covering Automobile Liability, including code 1 "any auto", or equivalent forms subject to the written approval of the City.

(c) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(d) Errors and omissions liability insurance if appropriate to the Consultant's profession.

(2) Minimum Limits of Insurance. Consultant shall maintain limits of insurance no less than:

(a) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities related to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(c) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

(d) Errors and Omissions Liability: \$1,000,000 per claim.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies. Each insurance policy required by this paragraph 15 shall be endorsed and state the coverage shall not be canceled by the insurer except after 30 days' prior written notice has been given to the City, but

failure to do so shall not impose any obligation or liability of any kind upon insurer or invalidate such cancellation.

(2) General Liability and Automobile Liability Coverages.

(a) City, its officers, officials, and employees and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs, products and completed operations of Consultant; premises owned, occupied or used by Consultant, or automobiles owned, leased or hired or borrowed by Consultant.

(b) Consultant's insurance coverage shall be primary insurance as respect to City, its officers, officials, employees and designated volunteers. Any insurance or self insurance maintained by City, its officers, officials, employees or designated volunteers shall apply in excess of, and not contribute with, Consultant's insurance.

(c) Consultant's general liability and automobile insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect

coverage provided to the City, its officers, officials, employees or designated volunteers.

(3) Workers' Compensation and Employer's Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, employees and agents for losses arising from work performed by Consultant for City.

C. Other Requirements.

(1) Consultant agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

(2) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

16. NONDISCRIMINATION/NONPREFERENTIAL TREATMENT STATEMENT. In performing this Agreement, the Parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply, to the fullest extent allowed by law, with all applicable local, state and federal laws relating to nondiscrimination.

17. UNAUTHORIZED ALIENS. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101, et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all reasonable costs, including reasonable attorneys' fees, incurred by the City in connection therewith.

18. ENTIRE AGREEMENT. This Agreement is the complete, final, entire and exclusive expression of the Agreement between the parties hereto and supersedes any and all other agreements, either oral or in writing, between the

parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

19. GOVERNING LAW. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the San Bernardino County Superior Court.

20. ASSIGNMENT OR SUBSTITUTION. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant by this Agreement. In recognition of that interest, neither any complete nor partial assignment of this Agreement may be made by Consultant nor changed, substituted for, deleted, or added to without the prior written consent of City. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

21. MODIFICATION OF AGREEMENT. The terms of this Agreement can only be modified in writing approved by the City Council and the Consultant. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

22. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation and warrants and represents that he/she/they has/have the authority to bind Consultant to the performance of its obligations hereunder.

23. NOTICES. Notices shall be given pursuant to this Agreement by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

City.

Attention: City Clerk
City of Chino Hills
14000 City Center Drive
Chino Hills, California 91709

Consultant.

Attention: Regional Manager
Robert Half International, Inc.
13181 Crossroads Parkway, North, Ste. 110
City of Industry, CA 91746

With a copy to:
Attention: Client Contracts Department
Robert Half International Inc.
2613 Camino Ramon
San Ramon, CA 94583

The notices shall be deemed to have been given as of the date of personal service, or five (5) days after the date of deposit of the same in the custody of the United States Postal Service.

24. CONSISTENCY. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

A. Exhibit A: Scope of Work

B. Exhibit B: Compensation

25. SEVERABILITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

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

ROBERT HALF INTERNATIONAL INC.

By 
Chris Garza
Title: Regional Vice President

CITY OF CHINO HILLS

By _____
Art Bennett
Mayor

ATTEST:

Cheryl Balz
City Clerk

APPROVED AS TO FORM:

Mark D. Hensley
City Attorney

EXHIBIT A

SCOPE OF WORK

Consultant will assign one or more individual(s) to City to assist City with its completion of the following:

For the Contract Worker named Audrey Lau, duties will include event planning and coordinating.

For the Contract Worker named Robin Roach-Muglia, duties will include file clerk, data entry, scanning.

This agreement is only applicable to, and the only Consultant branch and division obligated under this Agreement are the OfficeTeam division of the branch office located at 13181 Crossroads Parkway N, Suite 110, City of Industry, California, 91746 ("Branch"). Notwithstanding the foregoing, Robert Half International Inc. shall be responsible for any liability or claim arising out of the Branch's performance of the services under the terms of this Agreement.

EXHIBIT B

COMPENSATION

Consultant will assign the following individual(s) (each an "Assigned Individual") to City for this engagement:

Name of Assigned Individual	Hourly Bill Rate	Estimated Start Date	Estimated End Date
Audrey Lau	\$30.47	09/08/15	03/31/16
Robin Roach-Muglia	\$23.40	10/26/15	To be determined.

Total Compensation is not to exceed \$56,000.00.

COUNCIL AGENDA STAFF REPORT



Meeting Date: March 22, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

CITY CLERK USE ONLY

Item No.: A05

March 15, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH LSA ASSOCIATES, INC. TO PREPARE AN ADDENDUM TO THE ENVIRONMENTAL IMPACT REPORT (EIR) FOR THE VILA BORBA PROJECT (PLANNING AREA 4 – TRACT 16414)

RECOMMENDATION:

Authorize the execution of a new Professional Services Agreement with LSA Associates, Inc. in an amount of \$60,957.00 to prepare an EIR Addendum for Tract 16414 of the Vila Borba Project located east and west of Butterfield Ranch Road, north of the Hunters Hill development and south of Pine Avenue.

BACKGROUND/ANALYSIS:

Vila Borba Tract 16414 is approximately 209 acres and is currently entitled for 5 acres of commercial development and 16.1 acres of multi-family development with a maximum allowable density of 280 dwelling units.

CalAtlantic, the current owner for all the Vila Borba tracts, now desires to amend the land uses within Tract 16414 to replace the commercial and multi-family with two residential products. CalAtlantic is proposing to rezone the tract through a Specific Plan, which would require an Amendment to the General Plan Land Use Map from Commercial and High Density Residential to Medium Density Residential, adoption of the Specific Plan, and an amendment of the Zoning Map from General Commercial and High Density Residential to Specific Plan. The proposal would subdivide the property into two residential lots. The Belo neighborhood (Lot 1 - 5.26 acre parcel) would be developed with 68 attached townhomes. The Adoro neighborhood (Lot 2 - 12.16 acre parcel) would be developed with 94 very small lot single family detached condos. The project site also includes a 2.28 acre Water Quality Basin (wetland/riparian area) and a 1.12 acre Southern California Edison easement.

A draft Specific Plan has been prepared by the applicant to facilitate a development of the very small lot single family detached condominium units, which are not currently permitted in the City's Municipal Code.

AGENDA DATE: MARCH 22, 2016 PAGE 2
SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH LSA
ASSOCIATES, INC. TO PREPARE AN ADDENDUM TO THE
ENVIRONMENTAL IMPACT REPORT (EIR) FOR THE VILA
BORBA PROJECT (PLANNING AREA 4 – TRACT 16414)

The Vila Borba project-specific EIR was prepared in 2005, and the Notice of Determination for the project was filed with San Bernardino County on April 26, 2006, certifying the EIR and approving the development.

LSA Associates, Inc. will be preparing the EIR Addendum in accordance with Section 15164 of the California Environmental Quality Act (CEQA) Guidelines, including preparation of the following technical studies:

- Traffic Impact Assessment
- Air Quality/Greenhouse Gas Emissions Assessment
- Peer review of Existing Studies
- Native American Consultation (SB 18 and AB 52)

LSA Associates, Inc. was the only consultant that submitted proposals on the project after it was sent out to five firms on the City's approved On-call Environmental, Planning, Traffic Engineering and Building Inspection Consultant Services RFQ list. LSA Associates, Inc. was selected due to their availability and ability to be responsive for this project.

REVIEW BY OTHERS:

This item was reviewed by the Finance Director and the City Attorney.

FISCAL IMPACT:

Preparation of the addendum to the EIR for the Vila Borba Project will not directly impact the City's General Fund nor will it have a fiscal impact to the City in that the project applicant will incur all costs associated with the preparation of the environmental documents. The services provided by LSA Associates, Inc. will be reimbursed to the City by the project developer through Trust Deposit Accounts. This agreement will be in an amount of \$60,957.00.

CEQA REVIEW:

This action of approving this contract is not a project within the meaning of the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of Regulations §§ 15000, et seq.) Section 15378 and is therefore exempt from CEQA.

Respectfully submitted,



Konradt Bartlam, City Manager

Recommended by:



Joann Lombardo
Community Development Director

KB:JL:YM:KP

Attachment: Professional Services Agreement

**AGREEMENT NO. A2016-
FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF CHINO HILLS AND
LSA ASSOCIATES, INC.**

THIS AGREEMENT, made and entered into this 22nd day of March, 2016, between the CITY OF CHINO HILLS, a municipal corporation, hereinafter referred to as "City" and LSA Associates, Inc. hereinafter referred to as "Consultant". In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES. Consultant agrees to perform the services set forth in Exhibit A "SCOPE OF SERVICES" attached hereto and made a part hereof. Consultant shall submit its work to the City for its review after completing each phase of the project as described in Exhibit A, or when otherwise requested by the City. Consultant shall, at its own cost, make any revisions of its own work as required by the City and re-do, at its own cost, any work which the City finds unsatisfactory due to Consultant's or subcontractor's errors or omissions. Consultant represents and warrants that it has the qualifications, experience and facilities to properly perform said services in a thorough, competent and professional manner and shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law. Consultants shall begin its services under this Agreement on March 23, 2016.

2. STATUS OF CONSULTANT. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be

under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of City except information or reports required by government agencies to enable Consultant to perform its duties under this Agreement.

3. CONSULTANT'S KNOWLEDGE OF APPLICABLE LAWS.

Consultant shall keep itself informed of applicable local, state and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall observe and comply with all such laws and regulations affecting its employees. City and its officers and employees, shall not be liable at law or in equity as a result of any failure of Consultant to comply with this section.

4. PERSONNEL. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services hereunder and shall obtain the approval of the City Manager of all proposed staff members performing services under this Agreement prior to any such performance.

5. COMPENSATION AND METHOD OF PAYMENT. Compensation to the Consultant shall be as set forth in Exhibit B attached hereto and made a part hereof. Total compensation shall not exceed \$60,957.00. Payments shall be made within thirty (30) days after receipt of each invoice as to all undisputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

6. ADDITIONAL SERVICES OF CONSULTANT. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

7. ASSIGNMENT. All services required hereunder shall be performed by Consultant, its employees or personnel under direct contract with Consultant. Consultant shall not assign to any subcontractor the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without the prior written consent of City Manager.

8. FACILITIES AND RECORDS. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided

in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

9. TERMINATION OF AGREEMENT. This Agreement may be renewed annually, but will terminate on June 30 2017, unless otherwise extended in advance and in writing by the City Manager. This Agreement may be terminated with or without cause by either party upon 30 days written notice. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.

10. COOPERATION BY CITY. All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Scope of Services, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

11. OWNERSHIP OF DOCUMENTS. Upon satisfactory completion of, or in the event of termination, suspension or abandonment of, this Agreement, all original maps, models, designs, drawings, photographs, studies, surveys, reports,

data, notes, computer files, files and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall, become the sole property of City. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

12. RELEASE OF INFORMATION/CONFLICTS OF INTEREST.

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization excepting that information which is a public record and subject to disclosure pursuant to the California Public Records Act, Government Code § 6250, et seq. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

If Consultant or any of its officers, employees, consultants or subcontractors does voluntarily provide information in violation of this Agreement, City has the right to reimbursement and indemnity from Consultant for any damages caused by Consultant's conduct, including the City's attorney's fees.

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

(b) Consultant covenants that neither they nor any officer or principal of their firm have any interest in, or shall they acquire any interest, directly or indirectly which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant further covenants that Consultant has not contracted with nor is performing any services directly or indirectly with any developer(s) and/or property owner(s) and/or firm(s) and/or partnerships owning property in the City or the study area and further covenants and agrees that Consultant and/or its subcontractors shall provide no service or enter into any agreement or agreements with any developer(s) and/or property owner(s) and/or

firm(s) and/or partnerships owning property in the City or the study area prior to the completion of the work under this Agreement without the express written consent of the City Manager.

13. DEFAULT. In the event that Consultant is in default of any of the provisions of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant.

14. INDEMNIFICATION.

(a) Consultant represents it is skilled in the professional calling necessary to perform the services and duties agreed to hereunder by Consultant, and City relies upon the skills and knowledge of Consultant. Consultant shall perform such services and duties consistent with the standards generally recognized as being employed by professionals performing similar service in the State of California.

(b) Consultant is an independent contractor and shall have no authority to bind City nor to create or incur any obligation on behalf of or liability against City, whether by contract or otherwise, unless such authority is expressly conferred under this agreement or is otherwise expressly conferred in writing by City.

(c) City, its elected and appointed officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or to any other person for, and Consultant shall indemnify and hold harmless the Indemnitees from and against, any and all liabilities, claims, actions,

causes of action, proceedings, suits, damages, judgments, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Professional Service Claims"), which the Indemnitees may suffer or incur or to which the Indemnitees may become subject by reason of or arising out of any negligent or wrongful act, error or omission of Consultant, its agents, officers, directors or employees, in performing any of the professional services under this Agreement.

(d) Indemnitees shall have no liability to Consultant or to any other person for, and Consultant shall indemnify, defend, protect and hold harmless the Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements, other than Professional Service Claims set forth in subsection (c) of this Section 14 (collectively "Claims"), which the Indemnitees may suffer or incur or to which the Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring to the extent caused by the negligent or wrongful conduct of Consultant , its agents, officers, directors or employees, in performing any of the services under this agreement.

If any action or proceeding is brought against the Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify the Indemnitees as provided in this subsection (d) of Section 14, Consultant, upon notice from the CITY, shall defend the Indemnitees at Consultant's expense by

counsel reasonably acceptable to the City. The Indemnitees need not have first paid any of the matters as to which the Indemnitees are entitled in order to be so indemnified.

(e) The insurance required to be maintained by Consultant under paragraph 15 shall ensure Consultant's obligations under this paragraph 14(b), but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this paragraph 14 (a) and (b) shall survive the expiration or earlier termination of this agreement.

(f) The Consultant's indemnification set forth in this Section 14 does not extend to Professional Service Claims or Claims occurring solely as a result of the City's negligent or willful acts or omissions.

15. INSURANCE.

A. Insurance Requirements. Consultant shall provide and maintain insurance acceptable to the City Attorney in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. Consultant shall provide the following scope and limits of insurance:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as:

(a) Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(b) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(c) Workers' Compensation insurance as required by the Labor Code of State of California and Employer's Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(d) Errors and omissions liability insurance appropriate to the Consultant's profession.

(2) Minimum Limits of Insurance. Consultant shall maintain limits of insurance no less than:

(a) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities related to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(c) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

(d) Errors and Omissions Liability: \$1,000,000 per claim.

B Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies. Each insurance policy required by this paragraph 15 shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to the City.

(2) General Liability and Automobile Liability Coverages.

(a) City, its officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs, products and completed operations of Consultant; premises owned, occupied or used by Consultant, or automobiles owned, leased or hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, or employees.

(b) Consultant's insurance coverage shall be primary insurance as respect to City, its officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, its officers,

officials, employees or volunteers shall apply in excess of, and not contribute with, Consultant's insurance.

(c) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(3) Workers' Compensation and Employer's Liability Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, employees and agents for losses arising from work performed by Consultant for City.

C. Other Requirements. Consultant agrees to deposit with City, at or before the effective date of this contract, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

(1) Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

(2) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

(3) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

16. NONDISCRIMINATION/NONPREFERENTIAL TREATMENT STATEMENT. In performing this Agreement, the Parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply, to the fullest extent allowed by law, with all applicable local, state and federal laws relating to nondiscrimination.

17. UNAUTHORIZED ALIENS. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101, et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall,

reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

18. ENTIRE AGREEMENT. This Agreement is the complete, final, entire and exclusive expression of the Agreement between the parties hereto and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

19. GOVERNING LAW. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the San Bernardino County Superior Court.

20. ASSIGNMENT OR SUBSTITUTION. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant by this Agreement. In recognition of that interest, neither any complete nor partial assignment of this Agreement may be made by Consultant nor changed, substituted for, deleted, or added to without the prior written consent of City. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary

termination of this Agreement. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

21. MODIFICATION OF AGREEMENT. The terms of this Agreement can only be modified in writing approved by the City Council and the Consultant. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

22. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation and warrants and represents that he/she/they has/have the authority to bind Consultant to the performance of its obligations hereunder.

23. NOTICES. Notices shall be given pursuant to this Agreement by personal service on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

City.

Attention: City Clerk
City of Chino Hills
14000 City Center Drive
Chino Hills, California 91709

Consultant.

Attention: Kent Norton, Project Manager
LSA Associates, Inc.
1500 Iowa Avenue, Suite 200
Riverside, CA 92507

The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

24. CONSISTENCY. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

A. Exhibit A: Scope of Work

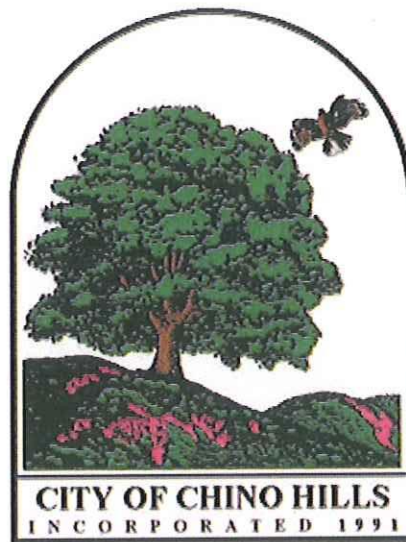
B. Exhibit B: Compensation

25. SEVERABILITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

EXHIBIT A

PROPOSAL TO PREPARE AN ADDENDUM FOR THE VILA BORBA SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT

CITY OF CHINO HILLS



LSA

Revised February 19, 2016
Original January 26, 2016

**PROPOSAL TO PREPARE AN
ADDENDUM FOR THE
VILA BORBA SPECIFIC PLAN
ENVIRONMENTAL IMPACT REPORT**

CITY OF CHINO HILLS

Prepared for:

Kim Zuppiger, Contract Planner
City of Chino Hills
Community Development Department
14000 City Center Drive
Chino Hills, California 91709

Prepared by:

LSA Associates, Inc.
1500 Iowa Avenue, Suite 200
Riverside, California 92507
(951) 781-9310

LSA Proposal No. ZZZ4291D1

LSA

Revised February 19, 2016

Original January 26, 2016

February 19, 2016

Ms. Kim Zuppiger, Contract Planner
City of Chino Hills Community Development Department
14000 City Center Drive
Chino Hills, California 91709

Subject: Proposal to Prepare an Addendum for the Vila Borba Specific Plan Environmental Impact Report (EIR) in the City of Chino Hills (LSA Proposal No. ZZZ4291D1)

Dear Ms. Zuppiger:

LSA Associates, Inc. (LSA), a California Corporation, is pleased to submit our revised proposal to prepare an EIR Addendum for the "Vila Borba Specific Plan" for Tract 16414 as outlined in the City's Request For Proposal (RFP). A project-specific EIR, certified in 2006, addressed the potential impacts associated with the construction and operation of the Vila Borba Community Project, which included four residential tracts (Tracts 15989, 16338, 16413, and 16414). LSA understands that Tract 16414 is currently entitled for 5 acres of commercial development and 16.1 acres of multifamily development with a maximum allowable density of 280 dwelling units, and that the applicant wishes to amend the land uses in Tract 16414 to replace the commercial and multifamily uses with two residential products.

LSA is uniquely qualified to assist the City with this important environmental project. We have over 40 years of corporate experience with CEQA compliance with a wide range of in-house specialists (e.g., planning, environmental, traffic/transportation, biology, archaeology, air quality, and noise), so that we can complete the scope of work for this project with all in-house staff.

LSA's team of environmental specialists will work together under the direction of the Project Manager Kent Norton, AICP, REPA, Associate. Mr. Norton has 38 years of CEQA compliance experience. He has worked on dozens of specific plan EIRs, including the Roripaugh Ranch Specific Plan EIR Addenda in Temecula and the Southgate Project EIR Addenda in San Bernardino.

Our staff will work closely with the City's project team throughout the project to ensure that local goals and objectives for the environmental services are realized. For brevity, will not repeat the project description information in the City's RFP but we have incorporated all the RFP information into this proposal.

We appreciate the opportunity to submit our proposal to you and look forward to working with the City of Chino Hills on this exciting and challenging project. If you have any questions, please contact Kent Norton at 1500 Iowa Avenue, Suite 200, Riverside, California 92507, by phone at (951) 781-9310, by fax at (951) 781-4277, or by email at kent.norton@lsa-assoc.com.

I verify, under penalty of perjury, that I am an agent authorized to submit proposals on behalf of the organization, and I attest that all information within the proposal is true and correct.

Sincerely,

LSA ASSOCIATES, INC.



Lynn Calvert-Hayes, AICP
Principal

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APPENDICES

- A: RÉSUMÉS
B: LSA SCHEDULE OF FEES

1. QUALIFICATIONS AND EXPERIENCE

LSA ASSOCIATES, INC.

LSA is a California Corporation. Work for the proposed project will be completed by LSA's Riverside and Irvine offices, located at:

1500 Iowa Avenue, Suite 200
Riverside, California 92507
(951) 781-9310 Phone
(951) 781-4277 Fax

20 Executive Park, Suite 200
Irvine, California 92614
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(949) 553-8076 Fax

A diversified environmental, transportation, and community planning firm, LSA evolved from a small consulting firm formed by Larry Seeman in 1976, then called Larry Seeman Associates. The firm was designed to meet the need for environmental evaluation as a result of the passage of the California Environmental Quality Act (CEQA). In 1985, LSA formed an employee stock ownership program and is now a **100 percent employee-owned company**.

We are recognized as innovators in the field of environmental impact assessment, and we have developed a reputation among clients and professional peers in both the public and private sectors as being thorough, innovative, and objective. LSA has the demonstrated capacity to perform the required services.

LSA has an organization that is adequately staffed and trained to perform the required services or the demonstrated capability to recruit such staff with 205 employees in nine offices in California.

Processing CEQA documents is a major service provided by LSA. Our staff is well versed in the interpretation and application of CEQA guidelines. While we pride ourselves on our technical document preparation skills, we believe that the most important aspect of our overall service is our project management skills. On a daily basis, this translates into tracking and expediting documents through the steps necessary to successfully achieve completion of CEQA requirements in a timely manner.

KEY STRENGTHS

LSA has prepared more than 5,000 environmental evaluations, including Initial Studies/Negative Declarations and full EIR and EIS documents. As a result of this experience, LSA staff has the expertise to address and resolve complex environmental issues, and is thoroughly knowledgeable regarding CEQA and NEPA procedures and requirements.

ENVIRONMENTAL ANALYSIS

LSA has provided environmental assessment services since the first environmental mandates were enacted in the 1970s. From this foundation, LSA's expertise, experience, and services have grown to encompass the many issues related to environmental law.

Environmental review is necessary for all projects that require a formal decision by government and regulatory agencies regarding their potential to affect the

Services include:

- Initial Studies
- Notices of Preparation and Intent
- Development of environmental thresholds
- EIR/EIS
- Mitigation monitoring
- Findings for certification and overriding considerations
- Public participation programs

environment. LSA has over 40 years of experience helping clients navigate this often complex process, providing support with all aspects of CEQA and NEPA compliance and mitigation plans.

LSA's work begins with the collection and analysis of baseline data of existing conditions, which are used to determine the significance of the project's effects on the environment. We then prescribe mitigation measures to reduce impacts, where possible, to below levels of significance. We also provide the thorough and accurate documentation—including use of Geographic Information Systems (GIS)—required to help decision-makers make informed decisions and to protect the project from litigation.

Over the years, LSA has addressed a broad range of environmental issues. Working with specialists across disciplines, our environmental planners offer extensive knowledge of science and regulation, solid problem-solving skills, and effective solutions. This balanced approach has earned LSA a reputation for thorough, credible, objective analysis that accommodates agency requirements without compromising our clients' objectives.

It is LSA's basic philosophy that impact reports should serve as vehicles for the integration of environmental concerns into project planning. Toward this aim, LSA concentrates on the assessment of impacts early in the project planning process. LSA also emphasizes development of feasible mitigation measures. Mitigation measures must be specific and carefully tailored to the individual projects and their surrounding conditions in order for the measures to be as effective as possible. We believe that mitigation measures should serve as mechanisms for problem-solving and that problem-solving is primary to our role as consultant.

Processing CEQA and NEPA documents is a major service provided by LSA. While we pride ourselves on our technical document preparation skills, we believe that the most important aspect of our overall service is our project management skills. On a daily basis, this translates into tracking and expediting documents through the steps necessary to achieve successful completion of CEQA and NEPA requirements in a timely manner. This experience includes the following:

- Preparation of CEQA and NEPA environmental documentation of transit, transit facilities, roadway, and freeway projects, including joint state and federal processing. LSA documents that have been challenged by opponents of projects have withstood the legal challenge, and have been upheld as adequate environmental documents by the courts.
- Successful facilitation of public hearings and open houses for controversial projects.
- Preparation of technical studies in compliance with all state and federal regulations.
- Performance of Quality Assurance/Quality Control and Peer Review for a number of clients on environmental technical reports.
- Successful management of projects under critical deadlines with a demonstrated flexibility to respond to the client needs and potential political decisions.
- Preparation of studies for a client team of local, federal, and state agencies. These projects often require resolution of local agencies' goals and policies with those of federal and state agencies.

Technical Specialists

As stated previously, LSA provides a cross-discipline approach in the preparation of environmental documents. The review of applicant-commissioned technical studies and our environmental analysis

of the impacts associated with the proposed Specific Plan will benefit from the collaboration of in-house staff well-versed in the following fields of work:

- **Natural Resources:** LSA staff is known for expertise in the evaluation, management, and restoration of biological resources. Our staff of scientists prepares biological resource inventories, constraints analyses, and impact assessments. Our extensive experience in wetland analysis, special status species evaluation, and environmental permitting is respected by clients and regulatory agency staff. LSA designs habitat restoration plans and mitigation banks, implements and monitors revegetation programs, and coordinates with multiple agencies on complex biological and wetlands permitting issues.
- **Transportation:** LSA staff offers comprehensive transportation planning and engineering services for all aspects of transportation projects. Our services include modeling for regional transportation networks, identifying roadway funding and cost-sharing opportunities, and assessing traffic impact and parking conditions. One of the keys to our success in preparing CEQA/NEPA documents for transportation projects is our thorough understanding of transportation issues.
- **Noise and Air Quality:** LSA offers complete assessment modeling and monitoring of noise/air quality impacts for residential, commercial, and industrial development, General Plan/Specific Plan studies, and transportation projects. LSA technicians routinely estimate the emission of greenhouse gases and provide analyses of global climate change impacts associated with the construction and operation of development projects.
- **Community Planning:** LSA staff is experienced in the preparation of downtown revitalization plans, Specific Plans, zoning ordinances, and urban design guidelines; public participation programs; permit processing; and redevelopment project area formation. The Community Planning staff also provides specialized services in city/county permit processing as well as processing strategies for private clients.
- **Archaeology/Historic Resource/Paleontology:** LSA staff provides field surveys, testing, laboratory services, resource evaluation, and historical assessments. We also develop mitigation measures for cultural resource protection and preservation programs, and coordinate National Historic Preservation Act (NHPA) Section 106 clearances for state and federal projects.
- **Global Climate Change:** LSA provides a full range of Global Climate Change services responsive to evolving State and Federal standards, recent case law, and scientific literature. We use quantitative and qualitative methods to evaluate project and program greenhouse gas emissions, and work within a multidisciplinary team to craft innovative mitigation measures to reduce effects related to global climate change.

Technical Support

LSA's environmental work effort will be fully supported by our in-house staff of highly skilled graphic technicians well-versed in a number of graphic, illustration, and mapping technologies. Our graphics support staff utilizes current technology to map and analyze natural resource data and community planning systems. We also incorporate global positioning system (GPS) technology to locate resources and geographic boundaries for use as reference points for surveys. Spatial data are used to generate digital maps and aerial photographic overlays to facilitate project planning and for presentation purposes. LSA is fully capable of providing GIS mapping services utilizing existing databases as well as project-specific information. Our maintenance of current mapping and drafting

technology allows the importation of engineering/design drawings for use in project-related graphics. Utilizing photo simulation software and applicant-supplied data, LSA is able to provide comparative illustrations of a site, pre- and post-development. Graphic/mapping programs utilized to support current and recent environmental analysis include, but are not limited to:

- *ArcGIS* (GIS mapping);
- *Adobe Illustrator and Adobe In-Design* (Graphic Design and Layout);
- *Corel Draw* (Graphic Design);
- *Photoshop* (Photo Simulation/Manipulation); and
- *AutoCAD* (Importation of Engineering Data/Plans).

LSA's Information Technology Department is capable of providing and maintaining online access to project documents through the establishment of a secure FTP site. To facilitate the sharing and/or review of data and documents, relevant project-related material and documents will be posted to the secure FTP site, access to which will be provided to the City and authorized project team members.

QUALITY CONTROL AND PROJECT MANAGEMENT

LSA's philosophy is to provide the highest quality professional services on every project. This requires implementation of strategies to ensure quality at the beginning and throughout the life of each project and beyond. Specific quality control and project management tasks include the following:

1. Assign the most appropriate Principal in Charge and Project Managers for the project and ensure their availability throughout the project.
2. Have the LSA Project Manager, along with the City's Project Manager, systematically review the work program to ensure that both have clear understanding of project definition and scope of work.
3. Assign a project team with experience on similar projects and coordinate with task managers to ensure staffing availability.
4. Ensure that applicable local, county, state, and federal standards, policies, and procedures are jointly understood by project team members.
5. Ensure timely delivery of project documents. LSA's commitment to meeting scheduling needs and project demands extends to doing whatever it takes to complete the job within established time frames.

2. PROJECT TEAM

Below is a brief summary of the qualifications of key personnel assigned to the Vila Borba Specific Plan EIR Addendum for the City of Chino Hills. LSA's team of environmental and planning specialists will work together under the direction of the Project Manager Kent Norton, AICP, REPA, Senior Environmental Planner. Mr. Norton has 38 years of CEQA compliance experience, including dozens of large specific plans and EIR addenda. Full résumés are provided in Appendix A. Staff members were chosen for their:

- Ability to successfully EIR Addenda projects;
- Thorough knowledge of Chino Hills, the project area, and familiarity with this type of project;
- Extensive experience in preparing legally defensible EIRs and CEQA documentation;
- Ability to leverage our knowledge from previous EIRs to analyze the proposed project in a creative, comprehensive, and organized way;
- Ability to work collaboratively with agencies, project applicants, and technical consultants, and communicate effectively with diverse audiences at public forums; and
- Commitment of LSA's management team, Lynn Calvert-Hayes, Principal, and Kent Norton, Project Manager, who will see the project through from beginning to end.

LYNN CALVERT-HAYES, AICP/PRINCIPAL

Project Role: Principal in Charge and Peer Review of Geology Report

Ms. Calvert-Hayes is Managing Principal of the LSA Riverside office. She has more than 27 years of experience in the implementation of CEQA and NEPA statutes as well as the environmental review process. Ms. Calvert-Hayes will be responsible for overall management of the EIR, including environmental oversight, quality control, and CEQA review of any technical studies. Ms. Calvert-Hayes served as the Principal in Charge for the EIRs for the Adelanto Super Target, the Hesperia Super Target, and Walmart commercial projects in Riverside, Lancaster, Corona, Ranch Cucamonga, Perris, Yucca Valley, and San Jacinto. She was the Project Manager on the highly successful Victoria Gardens Mall EIR for the Rancho Cucamonga Redevelopment Agency. This project has won numerous local, regional, state, and national planning and building awards. Additionally, Ms. Calvert-Hayes served as the Project Manager for preparation of Loma Linda General Plan EIR and the Redlands Promenade EIR for the City of Redlands. She has conducted numerous public scoping meetings and is familiar with the scoping meeting protocols.

KENT NORTON, AICP, REPA, ASSOCIATE/ENVIRONMENTAL PLANNER

Project Role: Project Manager

Mr. Norton has 38 years of experience in preparing and managing the preparation of hundreds of CEQA and NEPA compliance documents, including Initial Studies, Environmental Assessments, Categorical Exclusions and Exemptions, Negative Declarations, Environmental Impact Reports, and EIR Addenda. His projects have ranged from small urban infill subdivisions to the development of over 13,000 acres of land in the high desert near Barstow, and EIRs for approximately a dozen large Specific Plan projects in Riverside and San Bernardino Counties. He has prepared and processed EIRs for complex development projects on the Roripaugh Ranch Specific Plan in Temecula and the

EIR Addenda for the Southgate project in the City of San Bernardino, the former Kaiser Steel Mill, the Ontario Mills Mall property, and the Sierra Lakes Specific Plan project in Fontana. He has managed several award-winning projects including the Los Alamos Hills Master Plan EIR in Murrieta, the Coldwater Reservoir EIR in Beverly Hills, and the MacArthur Park Master Plan EIR in the City of Los Angeles. He also recently completed a series of EIR Addenda for the Hillwood Southgate properties in the City of San Bernardino.

Mr. Norton is the past state president of the Association of Environmental Professionals (AEP), and has conducted numerous workshops and training sessions for students and professionals on the basics of CEQA compliance. He is still a Director-At-Large on the AEP State Board and is the chair of the AEP Emerging Issues Committee. He is also a member of the American Institute of Certified Planners (AICP) and the American Planning Association (APA).

AMBARISH MUKHERJEE, ASSOCIATE/TRANSPORTATION PLANNER

Project Role: Task Manager - Traffic Study

Ambarish Mukherjee, B.Arch., M.C.R.P., is an urban planner with specialization in transportation planning and GIS. He completed his undergraduate from Indian Institute of Technology, Kharagpur, India and his Masters from the University of Texas at Arlington. He received the prestigious Graduate Dean's Fellowship from UTA as well. As a Senior Transportation Planner at LSA's Riverside office, Mr. Mukherjee conducts traffic studies and Traffic Impact Analyses (TIAs) for a wide variety of large and small projects including residential development, mixed-use development, commercial and office projects, parking structures, roadway and circulation improvements, and General Plans and Specific Plans.

DONSON LIU, TE, TRANSPORTATION ENGINEER

Project Role: Prepare Project Traffic Study

Mr. Liu has been involved in transportation planning since 2008. Mr. Liu's primary responsibilities include the preparation of technical documents, such as traffic impact analyses, traffic operations analyses, and parking demand analyses. Mr. Liu has prepared studies for a variety of transportation projects in the southern California region for industrial, residential, commercial, and mixed-use developments. Mr. Liu is a registered Professional Traffic Engineer in California and will be the main technical analyst for the project.

RON BRUGGER, SENIOR AIR QUALITY SPECIALIST

Project Role: Prepare Air Quality and Greenhouse Gas Emissions Study

Mr. Brugger will prepare the air quality and greenhouse gas emissions assessment. As a senior air dispersion modeler at LSA with over 15 years of experience in air emission modeling, human health risk assessment, noise modeling, regulatory analysis, and permitting and landfill gas modeling, Mr. Brugger's direct experience with all industry-standard environmental models ensures a thorough analysis using the best analysis methodology. Mr. Brugger has performed air quality assessments and greenhouse gas emissions studies for industrial and commercial/retail projects, including Walmart, Home Depot, and Lowe's, and for logistics, residential, educational, infrastructure, and institutional projects. He is proficient with the use of the AERMOD, ISCST3, HARP, SCREEN3, EMFAC2007, URBEMIS 2007, CALINE4, FHWA Highway Traffic Noise Prediction Model (FHWA RD-77-108),

SOUND32 noise model, and Traffic Noise Model (TNM) 2.5. He is also responsible for measuring noise levels with the Larson Davis models 720, 820, and 824 noise meters.

NICOLE WEST, CPSWQ, QSD/QSP, SENIOR ENVIRONMENTAL PLANNER

Project Role: Peer Review Hydrology and Water Quality Documents

Ms. West will review the hydrology and water quality management plans and prepare the hydrology and water quality sections of the EIR. She assists in the preparation of environmental assessments, with a focus on water quality, floodplains, and hazardous waste. She has 10 years of experience in water quality, fisheries, and aquatic weed control. Her water quality experience includes water quality assessments, watershed sanitary surveys, surface water sampling, quality control/quality assurance plans for sampling projects, environmental impact assessments, and project management. Ms. West has experience in the preparation of Water Quality Assessment Reports for Caltrans, cities, counties, and private developers; preparation of Environmental Assessments/Environmental Impact Reports (with a focus on water quality, floodplains, hazardous waste, and biological resources); preparation of Summary of Floodplain Encroachment Reports; and water quality modeling in support of Water Quality Assessment Reports.

**LSA Riverside
Office Staff**

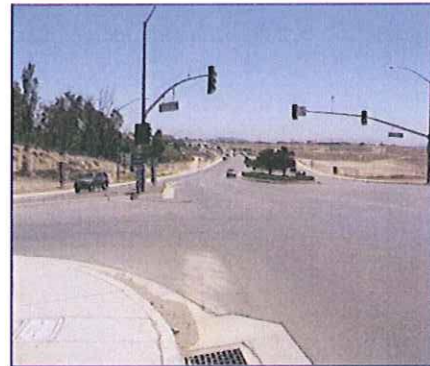


3. PROJECT EXPERIENCE AND REFERENCES

This section summarizes some of LSA's recent experience with Environmental Impact Reports and EIR Addenda completed for similar projects or in the surrounding area. Furthermore, LSA has successfully prepared EIR Addenda for several recent Specific Plan projects in Riverside and San Bernardino Counties (e.g., Roripaugh Ranch and Southgate).

RORIPAUGH RANCH SPECIFIC PLAN EIR ADDENDA, CITY OF TEMECULA

LSA prepared two addenda to the Roripaugh Ranch Specific Plan EIR in the City of Temecula. The purpose of the addenda was to document changes in the completion schedule and implementation responsibilities for the various public and private improvements needed to support the various development phases of the Roripaugh Project. The overall development plan encompasses 805 acres and envisions the eventual development of 2,058 residential units, several parks, two schools, a community sports complex, improvements to dozens of roadway segments and intersections, and improvements to several major flood control channels such as Santa Gertrudis Creek and Long Valley Channel.



Contact: Stuart Fisk, Senior Planner
City of Temecula Planning Department
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SOUTHGATE EIR ADDENDA, CITY OF SAN BERNARDINO

LSA recently prepared several Addenda to the previous San Bernardino Alliance California (SBAC) EIR that included the Southgate property owned by Hillwood Investment Properties in the southern end of the SBAC and the City. LSA documented the individual project's consistency with the approved EIR and subsequent addenda documents. LSA also evaluated complicated conditions involving hazardous materials on the various sites that remained from former operations at the now-closed Norton Air Force Base. The projects involved large warehouse buildings with specific tenants with short timeframes and limited budgets.



Other issues included aesthetics, air quality, biological resources, cultural resources, geology and soils, hydrology and water quality, land use and planning, noise, public services, transportation/traffic, and utilities and service systems.

Tony Stewart, (former) Deputy Director/City Planner
City of San Bernardino Community Development Department
300 North "D" Street San Bernardino, California 92418

** Now with the City of Rialto at (909) 421-7204 and tstewart@rialto.ca.gov **

LA VERNE VILLAGE MIXED-USE PROJECT, CITY OF LA VERNE, LOS ANGELES COUNTY, CALIFORNIA

LSA completed an Initial Study/Mitigated Negative Declaration (IS/MND) for the development of 16,500 square feet of commercial uses and 174 apartments in the City of La Verne on a former auto dealer site. In addition to the development of new buildings, the project required the demolition of seven on-site structures. Major issues included traffic, alternative traffic signal locations, noise, and air pollution during construction because mobile home park and senior apartment units were adjacent to the property. The site was adjacent to Foothill Boulevard, which is within the jurisdiction of Caltrans, and the City of Pomona boundary adjacent to the south side of Foothill Boulevard.



Contact: Eric Scherer, AICP, Principal Planner
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escherer@ci.la-verne.ca.us

LOVE'S TRAVEL CENTER EIR AND RECIRCULATED EIR, CITY OF HESPERIA

LSA recently finalized a comprehensive EIR for a 10.6-acre travel center located adjacent to the Interstate 15 and U.S. 395 in the City of Hesperia in the high desert of San Bernardino County. LSA prepared a draft and recirculated draft EIR to respond to extensive traffic comments from an adjacent competing property owner (i.e., another truck stop firm) and concerns expressed by Caltrans over its adjacent freeways. LSA utilized several technical studies prepared by other consultants and prepared a detailed traffic assessment and accompanying air quality and greenhouse gas emission studies. The EIR was recirculated to include additional traffic analyses demanded by an adjacent competitor to the future travel center.



Contact: Dave Reno, AICP, Principal Planner
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4. TECHNICAL APPROACH

PROJECT UNDERSTANDING

LSA understands the City wishes to retain the services of an environmental consultant to prepare an EIR Addendum for the “Vila Borba Specific Plan” for Tract 16414 as outlined in the City’s RFP. A project-specific EIR, certified in 2006, addressed the potential impacts associated with the construction and operation of the Vila Borba Community Project, which included four residential tracts (Tracts 15989, 16338, 16413, and 16414). Tract 16414 is currently entitled for 5 acres of commercial development and 16.1 acres of multifamily development with a maximum allowable density of 280 dwelling units. CalAtlantic (formerly Standard Pacific) now desires to amend the land uses within Tract 16414 to replace the commercial and multifamily uses with two residential products. Product 1 is the Belo neighborhood (Lot 1 on 5.19 acres) and will be developed with 68 attached townhomes. Product 2 is the Adoro neighborhood (Lot 2 on 12.3 acres) and will be developed with 94 very small lot single-family “detached condos.” Discretionary approvals include a General Plan Amendment, Zone Change, and Specific Plan for the proposed land use changes, as well as Site Plan Review for Tentative Tract 16414. It appears the proposed land use changes are less intense and would therefore have reduced environmental impacts compared to the original proposed project. Therefore, an Addendum to the previously approved EIR may be the appropriate CEQA compliance document for this action.

An EIR Addendum is an administrative action that is not required under CEQA to have public input or a public hearing. However, LSA recommends the City act in a fully transparent manner regarding this project and give residents at least one opportunity to comment on the EIR Addendum prior to action by the City Council, especially considering the discretionary actions include a Specific Plan and General Plan Amendment.

Current EIRs require a detailed analysis of potential greenhouse gas (GHG) emissions and potential impacts related to global climate change, especially in light of the most recent state Supreme Court case involving the Newhall Ranch development. LSA proposes to provide a state-of-the-art analysis of potential GHG impacts of the project.

In addition, State law requires cities to consult with local Native American tribal groups regarding new development proposals, especially those involving a General Plan Amendment, such as this project.

It is reasonable to assume the City and the applicant desire to have the EIR Addendum completed on an expedited timeline. LSA has a long history of completing challenging projects on limited schedules and cost conscious budgets, even when changes occur or issues arise during the CEQA process.



SCOPE OF WORK

LSA will prepare a detailed Addendum to the Vila Borba Specific Plan EIR (VBSPEIR) to address the proposed land use changes and the resulting change in environmental impacts from those identified in the VBSPEIR. Based on our understanding of the proposed land uses, LSA believes the impacts of the proposed land use changes will be less than those identified for the “original” project evaluated in the VBSPEIR. LSA believes the information necessary to accomplish this does not need to be presented in a standard Initial Study format, but we can prepare the document in that manner if so desired by the City. To expedite the processing of this addendum, while still providing full CEQA legal protection, LSA proposes to prepare an abbreviated evaluation of the proposed improvement schedule based on the format and issues addressed in the original EIR.

Task 1: Project Initiation

A project kick-off meeting will be held to ensure an orderly flow of project efforts. The meeting will be held with City staff, project applicant, and other City team members as appropriate to:

- Establish a mutual understanding of the CEQA program objectives and key issues, explore community concerns regarding the proposed project, and discuss the City’s expectations for the consultant’s work effort;
- Identify City contacts or other individuals whose input will be vital to the successful completion of the CEQA program;
- Refine the scope of work to be performed including related technical analyses;
- Define protocols for requesting information of City staff and City team members;
- Refine the project schedule, establish protocols for product review and coordination with the City and define project milestones and decision points; and
- Obtain relevant plans, reports, ordinances, and studies applicable to the project, such as the site plan for Tract 16414 Belo (68 townhomes) and Adoro (94 detached condos). The City Council Staff Report for all four tracts in Vila Borba Project, April 2006 and the 2006 Draft and Final EIR, are available for review at the City.

Prior to the kick-off meeting, LSA will identify its needs to assist the City and the City team members in accumulating the background information necessary to initiate the program. These needs may include the following:

- The EIR and all previous technical reports or environmental-related investigations of the site; and
- Reproducible or electronic copies of the current site development plan or topographic map with property boundaries if they have changed in any way from the original Specific Plan approval.

In addition, LSA will meet with any individuals or group representatives the City staff identifies who might provide informed input into the EIR Addendum contents or process.

Task 1 Output: Preparation and submittal of a memorandum summarizing the results of the kick-off meeting and any changes to the scope or schedule that result from that meeting.

Task 2: Technical Studies

Task 2.1: Traffic Impact Assessment. Since the proposed Specific Plan and changes to Tract 16414 would result in less overall density than the original Vila Borba project, a trip generation comparison and a focused traffic analysis is anticipated to be required for the project. The focused traffic analysis will include analysis of the following three intersections adjacent to the proposed project:

- Butterfield Ranch Road/Avenida De Portugal;
- Private Drive A/Avenida De Portugal; and
- Private Drive C/Avenida De Portugal.

Additionally, the analysis will include daily roadway segment analysis for the following four roadway segments:

- Butterfield Ranch Road north of Avenida De Portugal;
- Butterfield Ranch Road south of Avenida De Portugal
- Avenida De Portugal between Butterfield Ranch Road and Private Drive A; and
- Avenida De Portugal between Private Drive A and Private Drive C.

The traffic analyses will address existing traffic conditions and opening year traffic forecasts, project-related impacts, and mitigation measures, and will be prepared for submittal to the City. The traffic analysis will be prepared consistent with the *City of Chino Hills Traffic Report Guidelines*. Traffic conditions will be examined for six analysis scenarios:

- Existing conditions;
- Existing with project conditions;
- Opening year without project conditions; and
- Opening year with project conditions.
- Horizon year without project conditions; and
- Horizon year with project conditions.

Project Trip Generation Comparison. Weekday a.m. and p.m. peak hour trip generation for the proposed project will be developed using rates from the Institute of Transportation Engineers (ITE) *Trip Generation* (9th Edition). This trip generation will be compared with the trip generation from the previous Specific Plan and included in the document for information purposes. Project trips will be distributed based on consultation with City staff.

Coordination with City Staff. Prior to preparation of the traffic analysis, LSA will consult with the City's Engineering Department to achieve the following:

- Finalizing the scope of work with the City. This includes study intersections and project trip generation, distribution, and assignment.
- Confirmation of the appropriate study area and analysis intersections.

- Verification of the acceptability of traffic analysis methodologies and assumptions, and trip distribution patterns, prior to completing the study.
- Identification of Opening Year volume development methodology.

Data Collection. Data collected will be used for both traffic studies. The following data will be required to prepare the circulation analysis for the proposed project:

- *Existing Peak Hour Intersection Counts:* LSA will collect existing intersection turn volumes for the a.m. and p.m. peak periods at two of the existing study intersections.
- *Existing 24 Hour Roadway Segment Counts:* LSA will collect existing daily roadway segment counts at three existing roadway segments.
- *Planned Improvements for Area Roadways:* Information on planned improvements of roadways in the vicinity of the project site will be requested from the City Public Works Department.
- *Approved/Planned Development Projects:* A list of approved and planned projects will be requested from the City for use in developing Opening Year traffic volumes. It is anticipated that up to five approved or pending projects will be included in the traffic study. This information will be used for developing opening year background traffic volumes.

Existing Traffic Conditions. LSA will assess existing a.m. and p.m. peak-hour traffic conditions and levels of service (LOS) for the intersections and daily traffic conditions for roadway segments identified for examination. Intersection LOS will be calculated in *Synchro* software using the *Highway Capacity Manual* (HCM) analysis methodologies, consistent with City requirements. For the intersection of Private Drive C/Avenida De Portugal, LOS will be calculated in *SIDRA* software using the HCM analysis methodologies. Roadway segment LOS will be calculated based on volume-to-capacity ratio and in consultation with City staff.

Existing with Project Traffic Conditions. Existing with project traffic volumes will be developed by adding project traffic assignment to the existing without project traffic conditions. The resulting intersection and roadway segment levels of service will be calculated using the previously discussed methodologies.

Opening Year without Project Traffic Conditions. As noted above, the specific methodology to be used to develop Opening Year without project traffic volumes will need to be identified in consultation with City staff. Based on previous experience with preparation of traffic studies in the City, LSA anticipates that opening year volumes will be developed through application of a growth rate to existing traffic volumes and/or the addition of approved/planned project traffic volumes to existing traffic. The specific growth rates to be used in this process will be identified in consultation with City staff based on forecast data available from the City. In addition, traffic generated for up to five approved and planned developments will be added to the base opening year volumes.

Opening Year with Project Traffic Conditions. Opening Year with project traffic volumes will be developed by adding project traffic assignments to the Opening Year without project traffic conditions. The resulting intersection and roadway segment levels of service will be calculated using the previously discussed methodologies.

Horizon Year without Project Traffic Conditions. Similar to Opening year conditions, the specific methodology to be used to develop Horizon Year without project traffic volumes will need to be identified in consultation with City staff. Based on previous experience with preparation of traffic studies in the City, LSA anticipates that horizon year volumes will be developed through application

of a growth rate to existing traffic volumes and/or the addition of approved/planned project traffic volumes to existing traffic. The growth rate may be obtained from SCAG and/or SANBAG projections for the region. The specific growth rates to be used in this process will be identified in consultation with City staff based on forecast data available from the City.

Horizon Year with Project Traffic Conditions. Horizon Year with project traffic volumes will be developed by adding project traffic assignments to the Horizon Year without project traffic conditions. The resulting intersection and roadway segment levels of service will be calculated using the previously discussed methodologies.

Project Impact Assessment. Without project intersection and roadway segment levels of service will be compared with plus project levels of service to determine potential project impacts under each analysis scenario (Existing Opening Year and Horizon Year). Determination of the significance of project impacts will be made based on City levels of service and threshold of significance criteria.

Signal Warrant Analysis and Fair-Share Contributions. For the study intersections, peak hour approach volumes will be examined to determine whether signalization may be warranted per the criteria defined in the California supplement of the Manual on Uniform Traffic Control Devices (MUTCD).

Mitigation Measures. Mitigation measures will be identified to offset significant project impacts. LSA will first review circulation mitigation commitments from the previously approved Specific Plan to determine their applicability. Then other mitigation measures—including intersection turn lanes, signalization, and segment lane additions—will be considered to address new potential impacts. The levels of service with mitigation will be calculated and summarized, along with a comparison of the levels of service without mitigation.

Clear Sight Diagram. Based on City's Development Code Section 16.06.08 the traffic analysis will provide clear corner areas for visibility at the proposed project access locations pursuant to the guidelines included in the Caltrans Design Manual, Topic 201, "Sight Distance," and Topic 405, "Intersection Design Standards."

Draft Traffic Study Preparation and Submittal. LSA will prepare a draft traffic study report documenting analysis methodologies, existing conditions, Opening Year conditions, Horizon year conditions, project impacts, mitigation measures, and the project contribution to mitigation measures for each project. The draft traffic studies will be submitted for review to the City. One revision of the traffic analysis will be prepared to respond to City comments.

Meetings. It is not anticipated that representatives of LSA's Transportation Department will be required to attend meetings related to preparation of and/or revisions to the traffic study. Therefore, no meetings are included in this scope of work. LSA staff can attend a meeting at the client's request on a time and materials basis.

Task 2.2: Air Quality/Greenhouse Gas Emissions Assessment. LSA technical staff will review the previous EIR and related technical studies to identify the potential for any new or significantly different environmental impacts or issues that need to be discussed in the EIR. For example, the methodologies for analyzing greenhouse gas emissions and global climate change have changed since the previous EIR was prepared. LSA will provide an estimate of greenhouse gases and a discussion of the previous EIR analysis and why the proposed action is not affected by or affects the implications of project-related greenhouse gas emissions.

Air Quality Impact Analysis. The proposed project is located in the City of Chino Hills in San Bernardino County, which is in the South Coast Air Basin (Basin). Air quality in this area is administered by the South Coast Air Quality Management District (SCAQMD). The air quality impact analysis will evaluate the proposed land use for its potential impacts specific to the City and SCAQMD air quality impact study requirements. LSA will prepare a technical air quality impact analysis consistent with applicable procedures and requirements. The air quality analysis will answer the following questions:

- a) Will the project conflict with or obstruct implementation of the applicable air quality plan or exceed significance criteria established by the applicable air quality management or air pollution control district?
- b) Will the project violate any air quality standard or result in a cumulatively considerable net increase in an existing or projected air quality violation?
- c) Will the project expose sensitive receptors to substantial pollutant concentrations?
- d) Will the project result in frequent and substantial emissions (such as odors, dust or haze) for a substantial duration that adversely affect a substantial number of people?

Regulatory Setting and Significance Thresholds. A thorough discussion of all applicable Federal, State, and local regulations will be included to ensure a comprehensive impact analysis, particularly focusing on the rapidly evolving greenhouse gas regulations. This will be followed by a clear discussion of all applicable significance thresholds.

Baseline Air Quality Conditions. Baseline and project setting meteorological and air quality data developed through the California Air Resources Board (ARB) and climatological and air quality profile data gathered by the SCAQMD will be utilized for the description of existing ambient air quality. Air quality data from the nearest air quality monitoring station published for the past three years will be included to help highlight existing air quality local to the proposed project site. Other sources such as regulatory documents, professional publications, and LSA's experience in the project area will supplement background information. A summary of current air quality management efforts that may be related to the proposed project will be provided. A brief overview of the nature and location of existing sensitive receptors will be provided to set the context for how such uses may be affected by the proposed project.

Short-Term Construction Emissions. Construction would occur during implementation of the proposed project. Air quality impacts from demolition, site preparation, grading and construction sources include the equipment used, length of time for a specific construction task, equipment power type (gasoline or diesel engine), equipment emission factors approved by the Environmental Protection Agency (EPA) (AP-42 Handbooks), horsepower, load factor, and percentage of time in use. Exhaust and dust emissions from worker commutes and equipment travel will also contribute to the construction emissions. Fugitive dust emissions would result from wind erosion of exposed soil and soil storage piles, grading operations, and vehicles traveling on paved and unpaved roads. LSA will calculate the construction emissions commensurate with available project-specific information. Standard measures for construction activities recommended by the SCAQMD will be identified and incorporated as part of the project's standard conditions.

Long-Term Mobile and Stationary Source Emissions. The proposed project will potentially increase the number of vehicle trips in the project area. It is also expected that there will be additional stationary source emissions, such as on-site energy consumption, as a result of the proposed project. Emissions from long-term mobile and stationary sources associated with this project will be

calculated with the SCAQMD's CalEEMod (Version 2013.2.2) air quality models and follow the SCAQMD CEQA Air Quality Handbook guidelines. Potential cumulative air quality impacts associated with the proposed project will be evaluated.

Long-Term CO Hot Spot Impact Analysis. Vehicular traffic on major arterials and local streets in the project vicinity will be affected by trips associated with the proposed project. A screening level carbon monoxide (CO) hot spot analysis will be conducted based on the current CO concentrations in the project vicinity and project-related traffic trips. If warranted, a detailed CO hot spot analysis will be prepared using CALINE4 and EMFAC2014 models, based on project-related peak-hour turn volumes at intersections in the project vicinity and background CO concentrations in the project vicinity.

Localized Significance Analysis. A localized significance analysis will be performed to evaluate the potential impacts on nearby sensitive receptors from emissions from both short-term construction activities and long-term on-site operations. Construction LST and operational LST impacts will be first evaluated using the SCAQMD's LST screening level thresholds due to their more conservative baseline. If warranted, a dispersion modeling will be conducted to further determine the project's impacts on LST.

Mitigation Measures. LSA will work with the Applicant, the City and, if necessary, the SCAQMD to identify feasible mitigation measures for potential air quality impacts. Mitigation measures will be developed as indicated in the impact analysis.

Global Climate Change/Greenhouse Gases Emissions. The climate change/greenhouse gas study will place particular emphasis on delineating the issues specific to the City and SCAQMD GHG study requirements. Climate change and GHG emissions are an environmental concern being raised on statewide, national, and global levels. Regional, State, and Federal agencies are developing strategies to control pollutant emissions that contribute to global warming, including the State's Assembly Bills 1493 and 32, Executive Orders S-3-05 and S-01-07, and Senate Bill 97. The EPA is finalizing national GHG emissions standards under the Federal Clean Air Act (CAA), and National Highway Traffic Safety Administration (NHTSA) is finalizing Corporate Average Fuel Economy (CAFE) standards under the Energy Policy and Conservation Act. The recent California Office of Planning and Research (OPR) CEQA Guideline changes will be followed and the project total greenhouse gas emissions will be compared to the regional and statewide emissions. This GHG analysis follows all procedures and methodologies considered "state-of-the-art" at the time of the analysis and answer the following questions:

- a) Will the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?
- b) Will the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Short-Term Construction Emissions. Construction would occur during implementation of the proposed project. GHG emissions from site preparation, paving and construction sources include the equipment used, length of time for a specific construction task, and equipment power type (gasoline or diesel engine) will be calculated with the CalEEMod air quality model and the SCAQMD CEQA Air Quality Handbook. Exhaust from worker commutes and equipment travel will also contribute to the construction emissions. LSA will calculate the GHG emissions associated with construction activities commensurate with project-specific information provided. For specific details not provided, assumptions based on standard construction practices will be used. Emissions of GHG will be calculated and compared to the area emission levels. Standard emissions control measures for

construction activities recommended by the SCAQMD will be identified and incorporated as part of the project's standard conditions.

Long-Term Mobile and Stationary Source Emissions. The proposed project is expected to result in increased GHG emissions from increased vehicle usage, on-site energy consumption, and lighting and landscape maintenance. Emissions of carbon dioxide (CO₂), a key greenhouse gas identified in AB 32, and other major greenhouse gases such as methane (CH₄) and nitrous oxide (N₂O) from project-related sources will be calculated. Potential cumulative GHG impacts associated with the proposed project will be evaluated.

Mitigation or Minimization Measures. LSA will work with the Applicant, the City and, if necessary, the SCAQMD to identify feasible mitigation measures, as needed. Project design features that act as mitigation will be evaluated and any other feasible mitigation will be discussed. Mitigation or minimization measures will be developed as indicated in the impact analysis.

Report Preparation. LSA will complete the above impact analysis within three weeks of receiving the authorization to proceed and summarize the above findings in a technical air quality/GHG impact analysis report that will also include the settings and regulatory requirements, ready for submittal to the City for review and approval.

Task 2.3: Peer Review Existing Studies. Qualified LSA in-house technical staff will review the existing project geotechnical, hydrological, and water quality studies prepared by others to determine if they are adequate for the purposes of CEQA. LSA will not independently verify the data used for these analyses but will identify any issues or deficiencies that would jeopardize the analysis of project impacts under CEQA.

Task 2.4: Native American Consultation. Although not a technical study per se, LSA proposes to assist the City in complying with the older SB 18 requirements as well as the new AB 52 requirements regarding consultation with local Native American (NA) tribal groups. LSA will assist the City in meeting the NA consultation requirements of SB 18 and AB 52. LSA will draft consultation request letters for affected NA tribal groups to be placed on City letterhead and sent to the various tribes by the City. LSA will then follow up with those parties that do not respond to the consultation letters. LSA will attempt to contact each party up to twice via email and/or telephone. LSA will document all consultation efforts. At the request of the City, if a Tribe requests consultation, LSA will participate in the consultation.

Task 2 Output: Preparation and submittal of technical studies for traffic and air quality and a memorandum summarizing the results of LSA review of the existing project technical studies (geotechnical, WQMP, and hydrology). Draft and Final Native American Consultation letters for City signature and distribution.

Task 3: Administrative Draft EIR Addendum

LSA will assemble all pertinent data provided by the City and Applicant and prepare a draft Addendum document for City staff review. The Addendum will generally address the following impact issues, as previously addressed in the Vila Borba Specific Plan EIR:

- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Aesthetics
- Hazards and Hazardous Materials
- Hydrology/Water Quality
- Land Use and Planning
- Noise

- Population and Housing
- Public Services/Utilities
- Transportation and Traffic

LSA will examine these issues in an appropriate level of detail based on the proposed improvements schedule. Each issue will include a brief review of the information and conclusions of the previous EIR, an assessment of the current improvements proposal, and a comparison to the conclusion of the original EIR, including any mitigation measure modifications needed.

LSA will also address greenhouse gases and global climate change to the degree necessary since it was not addressed in the previous EIR.

Task 3 Output: Prepare and distribute up to three hard bound copies and one CD-ROM of the Administrative Draft Addendum to the City. Two rounds of review of the Administrative Draft Addendum are budgeted.

Task 4: Draft EIR Addendum

After completing corrections on the Administrative Draft Addendum, the Draft Addendum will be submitted to the City for its final review and comment. The City will combine its comments into a single document, providing specific and non-contradictory comments. LSA will revise the document as necessary to address City comments. This scope and cost estimate anticipates one round of City review of the draft Addendum. Additional rounds of review of the draft Addendum by the City and City Project team members can be conducted under an augment to LSA's cost estimate. This task will result in the preparation and distribution of up to three hard copies and one CD-ROM of the draft Addendum to the City for review.

Task 4 Output: Prepare and distribute up to three hard bound copies and one CD-ROM of the draft Addendum to the City. One round of review is budgeted.

Task 5: Final EIR Addendum

A Final Addendum to the EIR will be prepared based on City review and comment on the draft Addendum to the EIR.

Task 5 Output: LSA will prepare and distribute to the City up to 10 hard copies and 10 CDs of the Final Addendum for distribution to the City Council and staff.

Task 6: Compilation of the Project Record

LSA will prepare and collate a complete administrative record for transfer to the City to commemorate project completion. However, it should be noted that City records, especially email correspondence received or sent by City staff, should also be provided separately by City staff if needed to complete the Administrative Record.

Task 6 Output: LSA will prepare one complete electronic project record for City files on a CD-ROM. Paper copies may be provided if needed for additional cost.

Task 7: Meetings and Project Management

LSA will attend up to two coordination meetings with City staff during preparation and processing of the EIR Addendum. LSA will also provide regular status reports via email.

LSA will attend one public meeting with the Planning Commission and City Council as part of the approval process for the EIR Addendum. At the meeting, if necessary, LSA will make a presentation

explaining the content, findings, and determinations of the document, and will respond to relevant comments raised during the meeting.

LSA's philosophy is to provide the highest quality professional services on every project. This requires implementation of strategies to ensure quality at the beginning and throughout the life of each project and beyond. Specific quality control and project management tasks include the following:

- Assign the most appropriate Principal in Charge and Project Manager for the project and ensure their availability throughout the project.
- Have the LSA Project Manager, along with the City's Project Manager; systematically review the work program to ensure that both have clear understanding of project definition and scope of work.
- Assign a project team with experience on similar projects and coordinate with task managers to ensure staffing availability.
- Ensure that applicable local, County, State, and Federal standards, policies, and procedures are jointly understood by project team members.
- Ensure timely delivery of project documents. LSA's commitment to meeting scheduling needs and project demands extends to doing whatever it takes to complete the job within established time frames.
- Ensure quality of preliminary work products and cost estimates, and timely delivery at lowest cost. Review project status with the City at agreed upon intervals, to ensure implementation of the original scope of work and harmonious functioning of all team members. Identify any potential conflicts due to potential changes in scope.

The work program is intended to ensure the smooth functioning of the CEQA process for the project by maintaining open communications with City staff and City project team. LSA will maintain a continuous liaison with City staff and City project team by identifying and defining key issues as they arise, and coordinating responses acceptable to the City staff and City project team.

5. PROJECT SCHEDULE

Below is an **expedited** project schedule showing major milestones for the project tasks outlined in the Scope of Work earlier in this section. LSA anticipates this project can be expedited and completed in approximately **6.5 months** as long as City staff and the project team can complete review of the Administrative Draft Addendum in 4 weeks (2 cycles). The following schedule provides estimated time frames for each task and will be adjusted as necessary per discussion with the project proponent, taking into consideration key factors such as actual receipt of project information by LSA, the extent of comments received on the Draft EIR, and/or review of products by the project proponent and City staff. LSA can provide a more detailed schedule with milestone dates if requested.

Task	Time	Date
Authorization to Proceed	—	Mid-February
(1) Project Kick-Off Meeting	1 day	Mid-February
Community Meeting	1 day	Mid-March
(2) Complete Preparation and Review of Technical Studies*	8 weeks	Mid-April
(3) Complete Administrative Draft Addendum	10 weeks	End April
City reviews and comments (2 cycles)	4 weeks	End May
(4) Prepare Draft Addendum	1 week	Early June
City reviews and comments	2 weeks	Late June
(5) Prepare Final Addendum	1 week	End June
Planning Commission and City Council hearings	6 weeks	Mid-August
(6) Prepare Project Record	2 weeks	End August
TOTAL	6.5 Months	End August

* prepare traffic and air quality studies and review existing hydro, WQMP, and geo studies

IMPORTANT NOTE: Native American tribal consultation per SB 18 requires 90 days to determine if consultation is needed or not. However, if initiated at the outset of the project, it can be completed on the schedule proposed above.

6. PROJECT BUDGET

The following budget of **\$60,597** is estimated from the proposed Scope of Work based on LSA's current staff hourly rate schedule and a ten percent contingency that cannot be used without written City approval. A more detailed breakdown of staffing and hours can be provided upon request. This estimated budget assumes one review cycle for the Draft EIR Addendum, and two public hearings (i.e., Planning Commission and City Council) since it involves a Specific Plan and General Plan Amendment. The scope and estimated fees can be adjusted based on further discussion with City staff at the project kick-off meeting.

Task	Staff Hours ¹	Cost
(1) Project Initiation	13	\$1,575
(2) Technical Studies	267	
- Prepare Traffic Study ²		\$17,420
- Prepare Air Quality/GHG Study		\$6,710
- Review Existing Studies		\$4,355
- Native American Consultation		\$4,370
(3) Complete Administrative Draft Addendum	105	\$11,615
(4) Prepare Draft Addendum	20	\$2,150
(5) Prepare Final Addendum	10	\$1,075
(6) Prepare Project Record	20	\$2,110
(7) Meetings and Management	16	\$2,775
Reimbursables ³	—	\$1,500
Sub-Total		\$55,297
Ten Percent Contingency ⁴		\$5,300
TOTAL	475	\$60,597

¹ See attached spreadsheet

² includes \$900 for subconsultant fees (traffic counts)

³ includes mileage, postage, fees, reproduction, etc.

⁴ per City direction

BUDGET SPECIFICATIONS

The cost estimate and schedule is based on the specifications listed below.

- Hourly rate for additional work beyond the described scope of work will be based on the attached LSA Schedule of Fees contained in Appendix B.
- The cost for attending additional meetings assumes a three-hour average meeting time plus incidental travel costs for an estimate of \$50 per meeting.
- Attendance at additional project team meetings and public hearings over and above those specified in this proposal can be attended by LSA staff as required. The cost of attending any such meeting shall be based on the billing schedule in effect at the time of the meeting.
- The cost proposal is based on hourly labor rates and material cost markups for LSA provided above. Any agreed-upon out-of-scope costs and additional work will be based on the Schedule of Fees in effect at the time for which the additional work is contracted.
- Cost and schedule estimates are based on our best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by the applicant and City needs and other circumstances. LSA will endeavor to perform the services and accomplish the objectives within the estimated costs and schedule; however, if the scope of work or schedule changes, LSA reserves the right to revise our scope of work and cost estimates accordingly.
- The City will provide LSA with copies of relevant documentation relating to the physical or other conditions concerning the project site at the kick-off meeting with LSA after issuing an authorization to proceed. It is assumed that LSA can use and rely on the data and information contained in these documents. While LSA will review these documents to determine if they are adequate to use in an EIR, we will not be responsible for the content or accuracy of these studies.
- The cost estimate is valid for a period of 60 calendar days from the proposal due date. Beyond 60 days, LSA reserves the right to reevaluate the estimated costs and scope of work.
- The cost for invoicing presented in this proposal is for issuing invoices in our standard format. Any requests for special invoicing requirements such as a change in format, inclusions of backup, or other requirements will be billed as an approved augment to the contract on a time-and-materials basis.
- **NOTE: This proposal was prepared by LSA solely for your internal use in evaluating LSA's business proposal and deciding whether or not to contract with LSA to perform the services described in this proposal. LSA considers the pricing and other business information the property of LSA. This proposal and the information contained herein shall not be used for any purposes other than as specifically stated above and shall not be disclosed to any other party without LSA's written consent.**

DETAILED COST SPREADSHEET

APPENDIX A

RÉSUMÉS

APPENDIX B

LSA SCHEDULE OF FEES

City of Chino Hills Vila Borba Specific Plan EIR Addendum - LSA Proposal Cost Estimate

February 19, 2016 (revised)
2015-2016 Rates

Phases/Tasks	Hourly Rate -->	Principal QA-QC	Project Manager	Environ. Planner	Traffic Senior	Assist Transp. Planner	Water Quality Specialist	Sr. Cult Res Manager	Sr. Air Quality Specialist	Noise Specialist	Word Process.	GIS/ Graphics	Office Assistant	Total Hours	LSA Costs (Reimb.)	Sub- Consult.	Total Cost
1.0 Project Initiation																	
1.1 Kickoff Meeting/Research		2	2	5	0	2	0	0	0	0	1	1	0	13			\$1,570
2.0 Technical Studies																	
2.1 Traffic Impact Assessment		2	4	0	16	140	0	0	0	0	4	4	0	170		\$900	\$17,420
2.2 Air Quality/GHG Assessment		1	1	3	0	0	0	0	45	0	0	0	0	50			\$6,710
2.3 Peer Review Existing Studies		3	7	7	0	0	8	0	0	0	5	0	0	30			\$4,355
2.4 Native American Consultation		1	2	2	0	0	0	23	0	0	4	4	5	41			\$4,370
3.0 Administrative Draft Addendum																	
Executive Summary		0.5	0.5	2	0	0	0	0	0	0	0.5	0	0	3.5			\$413
Introduction		0.5	0.5	2	0	0	0	0	0	0	0.5	1	0	4.5			\$513
Project Description		0.5	0.5	2	0	0	0	0	0	0	0.5	3	0	6.5			\$713
Assumptions and Methodology		0	0.5	1	0	0	0	0	0	0	0.5	0	0	2			\$228
Aesthetics		0	0.5	2	0	0	0	0	0	0	0.5	0	0	3			\$308
Agriculture		0	0.5	1	0	0	0	0	0	0	0.5	0	0	2			\$228
Air Quality		0	0.5	3	0	0	0	0	6	0	0.5	0	0	10			\$1,198
Biological Resources		0	0.5	2	0	0	2	0	0	0	0.5	0	0	5			\$638
Cultural Resources		0	0.5	1	0	0	0	2	0	0	0.5	0	0	4			\$438
Geology and Soils		0	0.5	1	0	0	0	0	0	0	0.5	0	0	2			\$228
Greenhouse Gas Emissions		0	0.5	2	0	0	0	0	3	0	0.5	0	0	6			\$713
Hazardous Materials and Hazards		0	0.5	1	0	0	0	0	0	0	0.5	0	0	2			\$228
Hydrology, Drainage and Water Quality		0	0.5	3	0	0	4	0	0	0	0.5	0	0	8			\$1,048
Land Use		0	0.5	3	0	0	0	0	0	0	0.5	0	0	4			\$388
Mineral Resources		0	0.5	2	0	0	0	0	0	0	0.5	1	0	4			\$408
Noise		0	0.5	2	0	0	0	0	0	2	0.5	2	0	7			\$778
Population and Housing		0	0.5	3	0	0	0	0	0	0	0.5	0	0	4			\$388
Public Services		0	0.5	2	0	0	0	0	0	0	0.5	2	0	5			\$508
Recreation		0	0.5	1	0	0	0	0	0	0	0.5	0	0	2			\$228
Traffic		0	0.5	4	2	4	0	0	0	0	0.5	2	0	13			\$1,338
Utilities		0	0.5	2	0	0	0	0	0	0	0.5	0	0	3			\$308
Other CEQA Topics		0	0.5	3	0	0	0	0	0	0	0.5	0	0	4			\$388
4.0 Draft EIR Addendum																	
4.1 LSA revise Admin Draft Addendum		1	2	5	0	0	0	0	0	0	7	1	4	20			\$2,150
5.0 Final EIR Addendum																	
5.1 LSA revise Draft Addendum		1	1	2	0	0	0	0	0	0	2	0	4	10			\$1,075
6.0 Project Record																	
6.1 LSA Collate Admin Record		1	1	8	0	1	1	0	2	0	3	0	3	20			\$2,110
7.0 Meetings and Management																	
7.1 Coordination Meetings		0	5	2	0	0	0	0	0	0	0	0	0	7			\$1,085
7.2 Public Hearings		0	4	0	0	0	0	0	0	0	0	0	0	4			\$740
7.3 Project Management		1	4	0	0	0	0	0	0	0	0	0	0	5			\$950
REIMBURSEMENTS* (ALL TASKS)															\$1,500		\$1,500
TOTAL HOURS		14.5	44	79	18	147	15	25	56	2	37	21	16	474.5			
TOTAL COST		\$3,045	\$8,140	\$6,320	\$2,970	\$12,495	\$2,475	\$2,625	\$7,560	\$270	\$4,870	\$2,100	\$1,200		\$1,500	\$900	\$55,657
LSA LABOR																	\$53,257
LSA REIMBURSIBLES*																	\$1,500
SUBCONSULTANTS																	\$900
SUB-TOTAL BUDGET ESTIMATE																	\$55,657
TEN PERCENT CONTINGENCY																	\$5,500
TOTAL BUDGET ESTIMATE																	\$60,957

* Reimbursables include mileage, printing, mailing, fax, overnight mail, telephone.

COUNCIL AGENDA STAFF REPORT



Meeting Date: March 22, 2016

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

CITY CLERK USE ONLY

Item No.: A06

March 15, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: UNCLAIMED FUNDS HELD BY THE CITY

RECOMMENDATION:

Authorize notice to be published once a week for two successive weeks in a newspaper of general circulation for unclaimed funds held by the City of Chino Hills in a RecTrac Household Account for three or more years and authorize monies not claimed within 60 days after publication of the first notice to become property of the City and transferred to the Recreation Fund.

BACKGROUND/ANALYSIS:

When a customer registers for a class or reserves a facility through RecTrac, computer software used by Recreation staff, a household account is created. Over the last few years, a large number of inactive household accounts with credit balances have accumulated.

In July 2014, staff started the process to clean up all of these old accounts. State of California Government Code Sections 50050-50056 gave provisions for local agencies regarding unclaimed properties. In part, Section 50050 states that "money ... that is not the property of a local agency that remains unclaimed in its treasury or in the official custody of its officers for three years is the property of the local agency after notice, if not claimed, or if no verified complaint is filed and served. At any time after the expiration of the three-year period [...] a notice to be published once a week for two successive weeks in a newspaper of general circulation published in the local agency."

Staff is currently in the fourth phase of accounts with credit balances over three years old. On January 25, 2016, the City mailed letters to 105 individuals with unclaimed funds totaling \$1,516. These letters included a request to submit a Refund Form. To date, completed refund forms submitted to the City that have been processed and refunded amount to \$462. In addition, some customers applied their credit to new class registrations totaling \$60. The City has not received any response from 85 account holders. Of those, 73 account holders have balances under \$15, totaling \$561. These balances may be transferred to the Recreation Fund without the need to publish in the local newspaper per the California Government Code. It is staff's recommendation to

publish in a local newspaper a list of names and balances held in these inactive accounts that are \$15 or greater (see Exhibit A). Any monies not claimed within 60 days after publication of the first notice would become property of the City and transferred to the Recreation Fund. The expected publish dates are March 26, 2016, and April 1, 2016, which would result in a final claim date of May 25, 2016.

REVIEW BY OTHERS:

This item has been reviewed by the City Attorney and the Finance Director.

FISCAL IMPACT:

An increase to the Recreation Fund Miscellaneous Revenue account in the amount of \$561 and a potential increase of \$432 from monies not claimed.

ENVIRONMENTAL REVIEW:

This proposed action is exempt from review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA regulations (14 California Code Regulations §§ 15000, et seq.) because it constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this action does not constitute a "project" that requires environmental review (see specifically 14 CCR § 15378 (b)(4-5)).

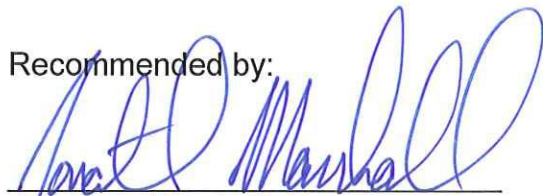
Respectfully submitted,



Konradt Bartlam
City Manager

KB:JM:AH

Recommended by:



Jonathan Marshall
Community Services Director

Attachment: List of Names with Unclaimed Credit Balances for Publication (Exhibit A)

EXHIBIT A

City of Chino Hills
 List of Household credits unclaimed for more than 3 years
 As of January 1, 2016

Household

Account	Last Name	First Name	Address	City	State	Zip	Amount
18473	Caballero	Arnold	15895 W. Preserve Loop	Chino	CA	91708	16.00
14514	Cable	Rosa	10959 Pipeline	Pomona	CA	91766	15.00
18102	Duley	Lisa	540 N Central Ave #5208	Upland	CA	91786	15.00
891	Forys	Julie	2088 Vista Del Sol	Chino Hills	CA	91709	24.00
11185	Galindo	Stephanie	3859 Yellowstone Circle	Chino Hills	CA	91709	80.00
15129	Holden	Jeanette	1992 Vista Del Sol	Chino Hills	CA	91709	32.00
6454	Irwin	Victoria	4188 Golden Glen Drive	Chino Hills	CA	91709	16.00
3881	Kort	Dimitri	15438 Ficus St.	Chino Hills	CA	91709	34.00
421	Magallanes	Phoebe	13773 Vista Grande	Chino Hills	CA	91709	64.00
7692	Perez	Lauren	2549 Cottonwood Trail	Chino Hills	CA	91709	16.00
16848	Roberts	Julie	3624 N. Plum Tree Ave.	Rialto	CA	92379	20.00
15284	Schneider	Gena	18103 Conestoga Ln	Chino Hills	CA	91709	100.00
							<u>432.00</u>

COUNCIL AGENDA STAFF REPORT

CITY CLERK USE ONLY



Meeting Date: March 22, 2016

Item No.: A07

Public Hearing: ☐

Discussion Item: ☐

Consent Item: ☒

March 15, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: ACCEPTANCE OF VILA BORBA PARK INTO THE CITY-MAINTAINED SYSTEM

RECOMMENDATION:

Adopt a resolution entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO HILLS
ACCEPTING VILA BORBA PARK INTO THE CITY-MAINTAINED SYSTEM.

BACKGROUND/ANALYSIS:

On April 25, 2006, the City Council approved Tentative Tract Map 15989, known as the Vila Borba project, which is located on Butterfield Ranch Road, south of Pine Avenue. The residential development consists of 183 single-family detached homes and includes a 5-acre community park to be constructed by the developer and dedicated to the City.

Condition of Approval No. 152 of Tentative Tract Map 15989, requires the applicant to establish a Landscape and Lighting Assessment District for maintaining all property dedicated to the City, subject to the City's review and approval, prior to the recordation of the final map. City staff determined that the establishment of a Community Facilities District (CFD) pursuant to the Mello-Roos Community Facilities Act of 1982, Government Code §§ 53313-53365.7, in place of a Landscape and Lighting Assessment District, provided a better financing system for the City and substantially complies with the requirement set forth in Condition of Approval No. 152. At the City's request, the applicant agreed to a CFD in place of the Landscape and Lighting District.

On April 28, 2015, the City Council approved Tract Map 15989 and authorized recordation, although the formation of the CFD had not yet occurred. Condition No. 152 allowed the Community Development Director to move the deadline date "as deemed necessary" and, as such, on August 11, 2015, the City Council held the second hearing for the formation of the CFD 2015-1 for Vila Borba and it was formed.

The construction of Vila Borba Park, which included a dog park, began on June 10, 2015. Under the original project conditions, the park was required to be constructed prior to the close of escrow of any lot, prior to the finalization of any building permit or issuance of Certificate of Occupancy of any residential unit. A covenant was recorded with the final map that provided relief from this condition and allowed for release of occupancies upon completion of the dog park component of the overall park. The dog park component was completed ahead of the overall park and was opened to the public on December 18, 2015.

The remainder of the park was deemed complete on February 23, 2016. On February 18, 2016, the developer certified that the park improvements have been fully and properly installed in Vila Borba Park pursuant to the plans and specifications approved by the City. The Park has been in public operation since February 23, 2016. The completed park, in its entirety, has been inspected by the Community Development, Public Works, and Community Services Departments and has been deemed complete, and all improvements have been installed per the approved plans. On March 9, 2016, the City Engineer authorized the conversion of the performance bond to a one-year warranty bond for Vila Borba Park in an amount equal to 25% of the original bond amount.

CEQA REVIEW:

An Environmental Impact Report (EIR) was completed and adopted for the project on April 25, 2006 by Resolution Number 06R-19, and was pursuant to the California Environmental Quality Act (CEQA) Guidelines and the City of Chino Hills Local Procedures for Implementing CEQA. This action is a ministerial action and thus does not constitute a project under CEQA.


REVIEW BY OTHERS:

This agenda item has been reviewed by the City Attorney, the Finance Director, the Public Works Director, the Community Services Director, and the Community Development Director.

FISCAL IMPACT:

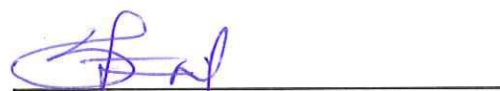
The maintenance of the park is funded through the newly established CFD 2015-1.

Respectfully submitted,



Konradt Bartlam, City Manager

Recommended by:



Steven C. Nix, City Engineer

SN/PS

Attachment: Resolution

RESOLUTION NO. 2016R-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CHINO HILLS ACCEPTING VILA BORBA PARK INTO THE
CITY-MAINTAINED SYSTEM.

WHEREAS, Vila Borba Park was required to be constructed as part of Tract Map No. 15989; and

WHEREAS, the Developer has certified that the park improvements have been fully and properly installed in Vila Borba Park pursuant to the plans and specifications approved by the City; and

WHEREAS, the various City departments have inspected the improvements for the park and determined that the improvements were installed pursuant to approved plans and specifications; and

WHEREAS, on March 9, 2016, the City Engineer authorized a status change of the improvement securities to guarantee / warrantee for Vila Borba Park; and

WHEREAS, the Community Facilities District 2015-1 will fund the maintenance of the park; and

WHEREAS, it is in the public interest that this park shall be City-maintained.

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

SECTION 1. That Vila Borba Park be accepted into the City-maintained system.

SECTION 2. The City Clerk shall certify as to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 22nd day of March 2016.

ART BENNETT, MAYOR

ATTEST:

CHERYL BALZ, CITY CLERK

APPROVED AS TO FORM:

MARK D. HENSLEY, CITY ATTORNEY

*City Manager*

MEMORANDUM

DATE: March 16, 2016

TO: Honorable Mayor and City Council

FROM: Konradt Bartlam, City Manager

RE: **PLANNING COMMISSION ACTION REGARDING AGENDA ITEM 7C – CUSTOM HOME DESIGN REVIEW NO. 423, MINOR VARIANCE NO. 16MNV01 AND MAJOR VARIANCE 16MJV01 FOR 15333 MONTEREY AVENUE**

At their meeting on March 15, 2016, the Planning Commission received a report from City staff regarding the above-mentioned item, a request for approval of Design Review No. 423, Minor Variance No. 16MNV01 and Major Variance No. 16MJV01 for a custom home located at 15333 Monterey Avenue. The project proposes to construct a two-story single family home consisting of 2,004 square feet of livable space with an attached 542-square foot garage. Minor Variance request is to allow an increase of 27% of impervious surface within the front setback to accommodate for a driveway, and Major Variance is to allow for a 1-foot width reduction of interior clear space for a two-car garage and 1-foot 9-inch reduction in separation between structures.

Commissioner Eliason raised a question regarding the right-of-way landscaping and frontage improvements. Staff advised the commission that the applicant will be installing landscaping between the subject property line and existing asphalt curb, however, the applicant is conditioned to either construct frontage improvements or pay road trust fees to Engineering Department. Chair Larson had general comments about the design and constraints of the property. There were no comments from the public concerning this project. The Planning Commission approved the project by unanimous vote 4-0. Commissioner Romero was absent.

KB:WW:MH:ssr



PLANNING COMMISSION AGENDA STAFF REPORT

Meeting Date: March 15, 2016

Public Hearing: ☒
Discussion Item: ☐
Consent Item: ☐

March 8, 2016

Agenda Item No.: 7c

TO: CHAIRMAN AND PLANNING COMMISSIONERS

FROM: JOANN LOMBARDO, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: CUSTOM HOME DESIGN REVIEW NO. 423, MINOR VARIANCE NO. 16MNV01 AND MAJOR VARIANCE NO. 16MJV01 – 15333 MONTEREY AVENUE

EXECUTIVE SUMMARY

The applicant, Steven Letran, representing the owner Tran Pham, is requesting approval of Custom Home Design Review No. 423, Minor Variance No. 16MNV01 and Major Variance No. 16MJV01 for the development of a two-story, single-family detached residence consisting of 2,004 square feet of livable space with an attached 542-square foot, two-car garage on the property located at 15333 Monterey Avenue (Exhibit "B").

The request for Minor Variance No. 16MNV01 is for the following:

- To permit an increase in the maximum allowed coverage by impervious surfaces within the required front yard from 50% to 77%.

The request for Major Variance No. 16MJV01 is for the following:

- To permit a 1'-0" width reduction for the required 20'-0" x 20'-0" interior clear space for a two-car garage.
- To permit an 8'-3" building separation for adjoining lots where 10'-0" is required.

Pursuant to Sections 16.06.130 and 16.10.050 of the Chino Hills Development Code, a Custom Home Design Review approval is required for the construction of a new single-family residential unit on a vacant residential property.

Pursuant to Sections 16.70.010 and 16.72.010 of the Chino Hills Development Code, the purpose of the variance procedure is provided pursuant to Section 65906 of the California Government Code to grant relief from zoning provisions when, because of special circumstances applicable to a property, including size, shape, topography, location, or surroundings, the strict application of the Chino Hills Development Code deprives such property of privileges enjoyed by other property in the vicinity and under the identical zoning classification. Variances shall not be granted to authorize a use or activity on a property, which is not otherwise expressly authorized by the provisions of the Chino Hills Development Code governing that property. A variance is not a substitute for a zone change or zone text amendment.

RECOMMENDATION

Staff recommends that the Planning Commission adopt the attached resolution finding that the project is exempt from review under the California Environmental Quality Act and approving Custom Home Design Review No. 423, Minor Variance No. 16MNV01 and Major Variance No. 16MJV01 based on the findings of facts as listed in the attached resolution and subject to the Conditions of Approval (Exhibit "A").

PROJECT

CASE NO.: Custom Home Design Review No. 423
Minor Variance No. 16MNV01
Major Variance No. 16MJV01

APPLICANT: Steven Letran
1745 W. Orangewood Ave. Suite 214
Orange, CA 92868

OWNER: Tran Pham
334 W. Santa Fe Ave.
Placentia, CA 92870

LOCATION: 15333 Monterey Avenue / Assessor's Parcel Number 1028-114-48

BACKGROUND

The project site is located at 15333 Monterey Avenue and is legally described within Tract Map No. 2562, Lot 11, Block G. The project site is approximately 4,200 square feet, is designated as Low Density Residential by the City's General Plan, and is zoned R-S Low Density Residential with a Small Lot Overlay designation. It is within a neighborhood of one and two-story homes (Vicinity Map).



PROPOSAL

The project proposes the construction of a two-story, single-family detached home with a total floor area of 2,004 square feet of livable space and an attached 542-square foot, two-car garage on a vacant property located at 15333 Monterey Avenue. The proposed first floor will consist of a family room, dining room, kitchen, one bedroom and one bathroom. The proposed second floor will consist of three bedrooms and two bathrooms (Exhibit "B").

Variances

Variances are governed by Sections 16.70.060 and 16.72.060 of the Municipal Code, which permit variances from the Code when the following findings are made:

1. That there are exceptional or extraordinary circumstances or conditions applicable to the property which do not apply generally to other properties in the same vicinity and zone; and
2. That such Variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same vicinity and zone but which is denied the property in question; and
3. That the granting of such Variance will not be materially detrimental to the public welfare or injurious to properties or improvements in the vicinity; and
4. That in granting the Variance, the spirit and intent of this Development Code will be observed; and
5. That the Variance does not grant special privilege to the applicant; and
6. That the Variance request is consistent with the General Plan of the City of Chino Hills.

For each of the variances requested by the Applicant, the exceptional or extraordinary conditions of the project site relate to its size and dimensions. The shape of the project site is rectangular with a long and narrow lot configuration of 30 feet wide by 140 feet long. The applicants' property is substandard compared to current R-S Low Density Residential zoning district standards as the property has an area of approximately 4,200 square feet. Properties within the R-S zoning district are required to have an area of at least 7,200 square feet and have a minimum lot width of 50 feet with no minimum lot length requirement. The smaller lot size and the 30-foot width of the project site constrict the site planning options available to the Applicant.

Pursuant to Development Code Section 16.32.030 Development Standards for the small lot overlay district, the lot coverage by building for each lot shall not exceed 40% maximum. The required setbacks for properties located in the small lot overlay district shall have a minimum front yard setback of 15 feet from the front property line, interior side yard setbacks of no less than 5 feet, provided there is a least 10 feet of separation between structures, and a minimum rear yard setback of 15 feet from the rear property line. Pursuant to Development Code Section 16.34.070.C.2 Parking facility layout and dimensions, driveways for single-family units in any zoning district shall be a minimum of 19 feet in length.

Lot Coverage and Impervious Surface within required Front Yard – Minor Variance No. 16MNV01

Pursuant to Development Code Section 16.10.030, the maximum coverage by impervious surfaces within the required front yard setback is fifty (50) percent. Development Code Section 16.10.030 allows for this standard to be exceeded for lots less than 50 feet in width or irregular shaped as reasonably required to provide a driveway and walkway subject to review and approval of a minor variance. The required front yard area for the subject property is approximately 450 square feet, which would allow up to 225 square feet of impervious surface. Due to the applicant's property having a lot width of 30 feet, the applicant's proposed driveway exceeds the 50% maximum coverage by impervious surface within the required 15-foot front yard setback. The applicant is proposing a 23-foot by 25-foot driveway and the proposed driveway coverage within the required 15-foot front yard setback is 345 square feet, which is a total of 77%.

The Development Code allows for a variance procedure to grant relief from zoning provisions when, because of special circumstances applicable to a property, including size, shape, topography, location, or surroundings, the strict application of the Development Code deprives such property of privileges enjoyed by other property in the vicinity and under the identical zoning classification. With the required residential development standards for the subject property, the smaller lot size of the project site constricts the site planning options relative to driveways available to the Applicant, creating exceptional circumstances that constrain development of the property.

To approve or deny this minor variance application, the City must make the findings as specified in Section 16.72.060 of the City Municipal Code. These findings and the supporting explanations are provided below.

Minor Variance – Lot Coverage and Impervious Surface with required Front Yard:

A. FINDING: That there are exceptional or extraordinary circumstances or conditions applicable to the property which do not apply generally to other properties in the same vicinity and zone;

FACT: As discussed above, the narrow and substandard shape of the project site constricts the site planning options available to the Applicant. The property has an area of approximately 4,200 square feet and a lot width of approximately 30 feet. Therefore, if it were not for the narrow lot size, the project site would have additional developable area to provide for a standard driveway and walkway that would conform to impervious surface area limit of 50% within the required front yard. This fact is consistent with Section 16.10.030 (h) of the Development Code.

- B. FINDING: That such Variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same vicinity and zone but which is denied the property in question;

FACT: The minor variance to exceed 50% maximum impervious surface within the required front yard is necessary to allow the Applicant the ability to construct a driveway that is adequate in width for the proposed two-car garage. As discussed in subsection A above, the narrow lot configuration of the project site creates an exceptional/extraordinary circumstance as the Applicant would not be able to construct a typical driveway to serve the proposed two-car garage. The minor variance request will increase the total impervious surface area within the required front yard setback from 50% (225 square feet) to 77% (345 square feet), which is a 27% increase. The Municipal Code permits minor variances to allow more than 50% for impervious surface area within the required front yard for lots that are less than 50 feet wide or irregular shaped. Given the relatively small adjustments needed to accommodate the construction of an adequate driveway for the required two-car garage, the minor variance reasonably preserves the Applicant's property rights that are consistent with other properties in the same vicinity.

- C. FINDING: That the granting of such Variance will not be materially detrimental to the public welfare or injurious to properties or improvements in the vicinity;

FACT: The granting of the minor variance will not be materially detrimental to the public welfare in the vicinity of the project site as the variance request will allow an increase in the impervious surface area within the required front yard from 50% to 77%, which is a 27% increase. The Municipal Code permits minor variances to allow more than 50% for impervious surface area within the required front yard for lots that are less than 50 feet wide or irregular shaped. The subject property is 30 feet wide, which limits the Applicant's ability to develop a typical driveway for the required two-car garage without exceeding 50% impervious surface within the front yard to comply with R-S standards; the minor variance will not be materially detrimental to surrounding uses.

- D. FINDING: That in granting the Variance, the spirit and intent of this Development Code will be observed;

FACT: The granting of the minor variance would be consistent with the spirit and intent of the Development Code in that Section 16.72.20 of the Development Code requires that a minor variance be filed when an applicant requests a deviation to exceed 50% impervious surface within the front yard on a property that has a lot width of less than 50

feet or with an irregular frontage, as reasonably required to provide a driveway and walkway. The subject property is 30 feet wide, which limits the Applicant's ability to develop a typical driveway for the required two-car garage without exceeding 50% impervious surface within the front yard to comply with R-S standards. Further, the granting of the minor variance will allow the construction of a single-family home with an adequate driveway for the required two-car garage that meets the City's residential design guidelines.

E. FINDING: That the Variance does not grant special privilege to the Applicant;

FACT: There are exceptional circumstances that exist on the property relative to its size and narrow width, as described above, and the minor variance grants no special privileges because without these exceptional circumstances there would be more than adequate developable land to develop a single-family home with a two-car garage that complies with the applicable impervious surface development standards for a single-family residential home.

F. FINDING: That the Variance request is consistent with the General Plan of the City of Chino Hills;

FACT: The Development Code, which is a tool that is used for implementation for the City's General Plan, provides a process for a minor variance request when there are exceptional or extraordinary circumstances or conditions applicable to the property, which do not apply generally to other properties in the same vicinity and zone. The project site has exceptional or extraordinary circumstances or conditions applicable to the property as indicated in subsection A above. Therefore, the minor variance request is consistent with the City of Chino Hills General Plan.

Garage Interior Clear Space and Building Separation – Major Variance No. 16MJV01

Pursuant to Development Code Section 16.34.070.B, the minimum interior clear space for a two-car garage is required to be at least 20 feet wide by 20 feet long, free and clear of any washer, dryer, water heater, etc. The applicant is requesting a 1-foot reduction in the width of the interior clear space, making the proposed two-car garage interior space 19 feet wide by 20 feet long. The subject property is approximately 30 feet wide, and in order to meet the required 5-foot side yard setbacks on both sides of the home, the garage must be built at a smaller size with the exterior of the garage measuring 20 feet wide by 21 feet long (19 feet wide and 20 feet long for the interior space and a 6-inch wall on each side).

Pursuant to Development Code Section 16.32.030.C, interior side yards on each side of each lot that are zoned R-S and have a Small Lot Overlay designation shall be no less than five feet, provided there is at least ten (10) feet of separation between structures.

The proposed home meets the interior side yard setbacks of 5 feet on each side of the home. However, the adjoining property located at 15329 Monterey Avenue, which was constructed in 1981¹ and prior to the City's incorporation, was built with a side yard setback of 3'-3", which was allowed under the County of San Bernardino. With the existing structure on the adjoining lot having a reduced side yard setback of 3'-3", the Applicant is only able to propose a building separation of 8'-3" as the proposed custom home complies with the required 5-foot side yard setbacks on the project site. The Development Code does not offer exemptions for pre-existing conditions regarding building separation; therefore a major variance is required to permit a reduction in building separation on adjoining lots.

To approve or deny this major variance application, the City must make the findings as specified in Section 16.70.060 of the City Municipal Code. These findings and the supporting explanations are provided below:

Major Variance – Garage Interior Clear Space and Building Separation:

- A. FINDING: That there are exceptional or extraordinary circumstances or conditions applicable to the property which do not apply generally to other properties in the same vicinity and zone;

FACT: As discussed above, the width of the lot constricts the site planning options available to the Applicant. The subject property is approximately 4,200 square feet in size and has a lot width of 30 feet. Due to the small and narrow shape of the project site and in order for the proposed home to meet the minimum 5-foot side yard setbacks, the required two-car garage must be built at a smaller size with the exterior of the garage measuring 20 feet wide by 21 feet long (19 feet wide and 20 feet long for the interior space and 6-inch walls on each side). The narrow configuration of the property does not afford additional space that would allow the applicant to construct a garage that complies with the minimum interior clear space requirement for a two-car garage as well as comply with the required side yard setbacks. Regarding building separation, the adjoining lot has an existing structure that has a 3'-3" setback from the side property line, which was constructed prior to the City's incorporation. The placement of the adjoining property structure does not allow for the subject property to maintain the 10-foot building separation when developed at the required 5-foot side yard setbacks. Therefore, if it were not for these physical constraints, the project site would have additional developable area to provide for adequate site planning to allow for conformance of the minimum two-car garage interior clear space and building separation requirements.

- B. FINDING: That such Variance is necessary for the preservation and enjoyment

¹ Source: San Bernardino County Property Information Management Systems

of substantial property rights possessed by other properties in the same vicinity and zone but which is denied the property in question;

FACT: Without a major variance approval, the applicant would not be able to build a single-family home that is comparable in size and quality to other homes with the same lot size in the same neighborhood. The proposed project site is located in the Small Lot Overlay District. The Small Lot Overlay District was established to provide special development standards for subdivisions where substandard lots have been created through previous subdivision activity. The Small Lot Overlay District is applied to areas in Chino Hills predominated by lots or parcels legally established prior to the adoption of the Chino Hills Development Code which were not created through the use of the planned development process and where lots do not meet the 7,200-square foot minimum lot size criteria as contained in the Development Code (Chapter 16.32 Small Lot Overlay District). The property could not meet the required side setback requirements without a reduction of the interior garage space by 1'-0" and without the reduction of the building separation by 1'-9". Other properties in the surrounding neighborhood do not contain a garage and/or are not in compliance with the provisions of Sections 16.32.030.C and 16.34.070.B. The granting of this major variance will allow the applicant to construct a single-family home at the required side setbacks with a slightly reduced building separation and construct a two-car garage that is slightly smaller than the minimum requirement as required for new single-family homes. The granting of this major variance will also allow the new proposed home to comply with the required side yard setbacks in compliance with the Municipal Code. The major variance reasonably preserves the Applicant's property rights.

C. FINDING: That the granting of such Variance will not be materially detrimental to the public welfare or injurious to properties or improvements in the vicinity;

FACT: The granting of the major variance will not be materially detrimental to the public welfare in the vicinity for the following reason. The applicant is requesting a 1'-0" reduction in the width of the interior clear space to provide the required two-car garage with the exterior of the garage measuring 20 feet wide by 21 feet long (19 feet wide and 20 feet long for the interior space and 6-inch walls on each side). The applicant is also requesting a 1'-9" reduction in building separation on adjoining lots where 10 feet is required. The subject property is zoned R-S Low Density Residential, but the property size is substandard. With the substandard project size and the reduced side yard setback on the adjacent property located at 15329 Monterey Avenue, the Applicant is only able to propose a custom

home that meets the minimum 5-foot side yard setbacks on the project site, but is not able to meet the required interior clear space dimensions of 20' x 20' for a two-car garage nor meet the minimum 10-foot building separation between adjoining lots to develop the property to comply with R-S and Small Lot Overlay District standards; the major variance will not be materially detrimental to surrounding uses.

D. FINDING: That in granting the Variance, the spirit and intent of this Development Code will be observed;

FACT: The granting of the major variance would be consistent with the spirit and intent of the Development Code in that Section 16.70.020 of the Development Code requires that a major variance be filed when an applicant requests any change not classified as a minor variance, which is the reduction of the two-car garage interior clear space by 1'-0" and a 1'-9" reduction in building separation for adjoining lots. Further, the granting of the major variance will allow the construction of a single-family home with an attached two-car garage that meets the City's residential design guidelines. Therefore, granting of the major variance would be consistent with the intent of the Development Code in that the project will allow the construction of a single-family home that meets the City's residential design guidelines.

E. FINDING: That the Variance does not grant special privilege to the Applicant;

FACT: There are exceptional circumstances that exist on the project site relative to its size as well as existing structure placement on the neighboring lot, as described in subsection A above. The major variance grants no special privileges because without these exceptional circumstances there would be more than adequate developable land to accommodate a two-car garage that complied with the 20' x 20' interior clear space requirement as well as complied with the minimum 10-foot building separation requirement.

F. FINDING: That the Variance request is consistent with the General Plan of the City of Chino Hills.

FACT: The Development Code, which is a tool that is used for implementation for the City's General Plan, provides a process for a major variance request when there are exceptional or extraordinary circumstances or conditions applicable to the property, which do not apply generally to other properties in the same vicinity and zone. The project site has exceptional or extraordinary circumstances or conditions applicable to the property as indicated in subsection A above. The major variance request is consistent with the City of Chino Hills General Plan.

DEVELOPMENT STANDARDS

In accordance with Section 16.10.050 of the Development Code, the applicant has addressed the following design elements:

- General Plan and Zoning Consistency: The project site is identified as Low Density Residential on the General Plan Land Use Map and is zoned R-S Low Density Residential with a Small Lot Overlay. The proposed custom home is consistent with the standards of this overlay in that the proposed design and layout of the home maintains the proper setbacks and building separation requirements (with approval of Major Variance No. 16MJV01), and is within the height limitations for residential construction. The construction of a new single-family residence is subject to the approval of a Custom Home Design Review, pursuant to Sections 16.06.130 and 16.10.050 of the Development Code. The increase in impervious surface area within the required front yard setback is subject to the approval of a Minor Variance pursuant to Section 16.72.060 of the Development Code. The reduction for interior clear space for a two-car garage and the reduction in building separation between adjoining lots are subject to the approval of a Major Variance pursuant to Section 16.70.060 of the Development Code. If the Custom Home Design Review, Minor and Major Variances are approved, then the proposed project would be consistent with the Development Code, a tool used to implement the General Plan. Approval of the proposed project furthers Goal H-2 of the General Plan "Maintain and Enhance the Quality of Existing Residential Neighborhoods". In providing the applicant the opportunity to construct a single-family detached home in Chino Hills, the City furthers its goal by maintaining and enhancing the quality of existing residential neighborhoods. Therefore, the approval of Custom Home Design Review No. 423, subject to the attached Conditions of Approval, would be consistent with the General Plan.
- Building Size & Mass: The proposed home measures 24'-11" at its highest point. The maximum building height for R-S Low Density Residential zone with a small lot overlay is thirty-five (35) feet; therefore, the proposed home meets the building height development standard (Exhibit "B").

The proposed floor area and improvements on the site are detailed below:

Proposed First Floor Area	927 sq. ft.
Proposed Second Floor Area	1,077 sq. ft.
Total Livable Floor Area:	2,004 sq. ft.

<u>Total Building Footprint</u>	
Proposed Building Footprint (Livable Area)	927 sq. ft.
Proposed Two-Car Garage	542 sq. ft.
Proposed Porch	143 sq. ft.
Total Structure Coverage:	1,612 sq. ft.

Concrete Pavement inside Front Yard Setback	345 sq. ft.
Total Impervious Area inside Front Yard Setback	345 sq. ft.

Section 16.32.030 specifies maximum lot coverage by structures of forty (40) percent and Section 16.10.030 specifies a maximum coverage by impervious surfaces within the front yard setback of fifty (50) percent. As shown in the following table, the proposal meets the standards for lot coverage by structures and by impervious surfaces with the approval of Minor Variance No. 16MNV01.

PROJECT INFORMATION	PROPOSAL	MAXIMUM ALLOWED	MEETS REQUIREMENT?
Property Size (sq. ft.)	4,200	--	--
Building Footprint (sq. ft.)	1,612	1,680	Yes
Percent Coverage by Structure	38%	40%	Yes
Front Yard Setback Area (sq. ft.)	450	--	--
Front Yard Impervious Surfaces (sq. ft.)	345	225	Yes
Percent Coverage by Front Yard Impervious Surfaces (sq. ft.)	77%*	50%	Subject to approval of Minor Variance No. 16MNV01

* With approval of Minor Variance No. 16MNV01

- Building Materials: The applicant has submitted a color/materials exhibit and colored elevations (incorporated within the project plans) illustrating the exterior materials and colors for the proposed home (Exhibit "B").

MATERIAL	COLOR	MANUFACTURER
Concrete Tile	Capistrano Vallejo Range #3606	Eagle Roofing Tile Inc.
Stucco	Silverado 820 (48) Base 200	La Habra
Eaves/Window Trim	Smokestack (N220-3M)	Behr

The proposed design and building materials of the custom home are consistent with the appearance of other existing residences in the neighborhood, as well as those found throughout the community. The color, materials, and design of the proposed custom home are consistent with those of the existing homes within the project area and the proposed home provides 360° of architectural enhancements. The mass and scale of the proposed home is also compatible with other homes within the same area. The style and materials of the project contribute to the overall high quality design in the neighborhood.

- Facade and Roof Articulation: The proposed home resembles characteristics of traditional architecture. The material finish of the proposed home will be stucco and will feature enhanced windows to add to the architectural design of the home. Varied window sizes, a roll-up garage door with decorative windows, and decorative light fixtures will provide architectural relief. The applicant is proposing a low-pitched roofline for each story of the proposed home. (Exhibit "B").

- Unit Placement: The applicant has proposed to develop within the buildable area of the lot, will comply with the setbacks and with approval of Major Variance No. 16MJV01, will provide a reduced building separation as shown in the following table:

SETBACKS	PROPOSED	REQUIRED	MEETS REQUIREMENT?
Front Yard	24'-0"	15'-0"	Yes
Side Yard	5'-0" and 5'-0"	5'-0" and 5'-0"	Yes
Rear Yard	36'-4"	15'-0"	Yes
Second Floor (from first story building façade)	5'-0"	5'-0"	Yes
Building Separation	8'-3" *	10'-0"	Subject to Approval of Major Variance No. 16MJV01
Note: 1. Development Code section 16.32.030.B requires a 5'-0" second story setback from the first story building facade. 2. * With approval of Major Variance No. 16MJV01			

- Compatibility: The design of the proposed home is generally compatible with the architectural design of the other homes within the tract and neighborhood. The homes in the neighborhood feature a variety of architectural styles and treatments. The mass of the proposed project is compatible with the neighborhood, which features one and two-story homes. Additionally, the colors and materials of the proposed home are compatible with those of the other homes within the neighborhood (Exhibits "B", "C", and "D").
- Protected Tree Removal: The project site is a privately owned vacant lot and is not located in the Fire Hazard Overlay District; therefore, the proposed project is exempt from the provisions of Chapter 16.90 Tree Preservation. The project does not propose to remove or relocate any existing trees.

PUBLIC COMMENTS

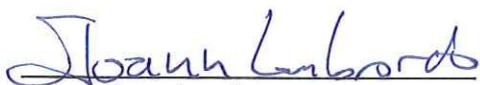
Notices of the public hearing regarding this project were mailed to the adjacent property owners surrounding the project site on March 2, 2016. Staff has received no public comments as of the writing of this report.

ENVIRONMENTAL ASSESSMENT


Staff has determined that the proposed project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15303(a) (New Construction or Conversion of Small Structures) of the CEQA Guidelines. The proposed project consists of the construction of one (1) single-family residence in a residential zone. Further, staff has determined with certainty that the project does not have the potential to cause a negative impact on the environment pursuant to CEQA Guidelines Section 15061(b)(3), the "common sense" exemption.

Respectfully submitted,

Recommended by:



Joann Lombardo
Community Development Director



Jerrod Walters
Senior Planner

Prepared by:



Michael Hofflinger
Associate Planner

Attachments:

1. Resolution
2. Exhibit "A" – Conditions of Approval
3. Exhibit "B" – Project Plans, Color Elevations
4. Exhibit "C" – Project Site Photos
5. Exhibit "D" – Surrounding Property Photos
6. Affidavit of Mailing (Notification Letter & Mailing List)

RESOLUTION NO. PC 2016 – _____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CHINO HILLS APPROVING CUSTOM HOME DESIGN REVIEW NO. 423, MINOR VARIANCE NO. 16MNV01 AND MAJOR VARIANCE NO. 16MJV01 FOR THE CONSTRUCTION OF A 2,004 SQUARE FOOT, TWO-STORY, SINGLE-FAMILY DETACHED HOME WITH A 542-SQUARE FOOT, TWO-CAR GARAGE LOCATED AT 15333 MONTEREY AVENUE AND DETERMINING THAT THE PROJECT IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

THE PLANNING COMMISSION OF THE CITY OF CHINO HILLS DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Planning Commission does hereby make the following findings of fact:

- A. The applicant, Steven Letran, representing the owner Tran Pham, has requested approval of Custom Home Design Review No. 423, Minor Variance No. 16MNV01 and Major Variance No. 16MJV01 for the development of a 2,004-square foot, two-story, single-family detached home with an attached 542-square foot, two-car garage located at 15333 Monterey Avenue.
- B. The site is located at 15333 Monterey Avenue and is legally described as Assessor's Parcel Number (APN) 1028-114-48 as shown in the latest records of the Office of the Tax Assessor of the County of San Bernardino.
- C. Minor Variance No. 16MNV01 is to allow for the increase of impervious surface within the required front yard.
- D. Major Variance No. 16MJV01 is to reduce the width of interior clear space by 1-foot for a two-car garage and reduce building separation on adjoining lots by 1-foot 9 inches.
- E. The property is zoned Low Density Residential (R-S) with a Small Lot Overlay and has a General Plan designation of Low Density Residential.
- F. The project is exempt from the requirements of the California Environmental Quality Act ("CEQA") Guidelines pursuant to Section 15303(a) (New Construction or Conversion of Small Structures) of the CEQA Guidelines. The proposed project consists of the construction of one (1) single-family residence in a residential zone. Further, staff has

determined with certainty that the project does not have the potential to cause a negative impact on the environment pursuant to CEQA Guidelines Section 15061(b)(3), the "common sense" exemption.

- G. Pursuant to Sections 16.06.130.B., 16.70.060 and 16.72.060 this application is a Design Review, Minor Variance and Major Variance processed pursuant to Sections 16.10.050 of the Chino Hills Development Code.
- H. The Planning Commission of the City of Chino Hills held a duly noticed public meeting on March 15, 2016, to review and consider the staff report prepared for the project, receive public testimony, and review all correspondence received on the project.

SECTION 2. With regard to the request for approval of Custom Home Design Review No. 423, based upon oral and written testimony and other evidence received at the public meeting held for the project, and upon studies and investigations made by the Planning Commission and on its behalf, pursuant to Section 16.10.050 of the Chino Hills Development Code, the Planning Commission does further find as follows:

- A. FINDING: The proposed single-family detached residential development is consistent with the General Plan.

FACT: The project site is identified as Low Density Residential on the General Plan Land Use Map and is zoned Low Density Residential (R-S) with a Small Lot Overlay. The proposed custom home maintains the proper setback and building separation (with approval of Major Variance No. 16MJV01) requirements, and is within the height limitations for residential construction. The construction of a new single-family residential unit on a vacant residential property is subject to the approval of a Custom Home Design Review, pursuant to Sections 16.10.050 and 16.06.130 of the Development Code. If the Custom Home Design Review is approved, the proposed project would be consistent with the Development Code, a tool used to implement the General Plan. Approval of the proposed project furthers Goal H-2 of the General Plan "Maintain and Enhance the Quality of Existing Residential Neighborhoods". In providing the applicant the opportunity to construct a single-family detached home in Chino Hills, the City furthers its goal by maintaining and enhancing the quality of existing residential neighborhoods. Therefore, the approval of Custom Home Design Review No. 423, subject to the attached Conditions of Approval, would be consistent with the General Plan.

- B. FINDING: The proposed design and layout of the single-family detached residential development is sufficiently varied to avoid monotony in the external appearance.

FACT: The proposed home resembles characteristics of traditional

architecture. The material finish of the proposed home will be stucco and will feature enhanced windows to add to the architectural design of the home. Varied window sizes, a roll-up garage door with decorative windows, and decorative light fixtures will provide architectural relief. The applicant is proposing a low-pitched roofline for each story of the proposed home.

- C. FINDING: The proposed design and layout of the single-family detached residential development is in harmony with the appearance of other existing residences in the neighborhood, as well as those found throughout the community.

FACT: The color, materials, and design of the proposed custom home are consistent with the colors, materials, and designs of the existing homes within the project area and the proposed home provides 360° of architectural enhancements. The mass and scale of the proposed home is also compatible with other homes within the same area. The style and materials of the applicant's home contribute to the overall high quality design in the neighborhood.

- D. FINDING: The plans for the single-family detached residential development have properly implemented the residential design guidelines set forth in the Development Code.

FACT: The proposed custom home complies with the Residential Design Guidelines set forth in the Development Code because it maintains the proper setback requirements and is within the height limitations for residential construction. The proposed project also complies with the provisions of the Residential Design Guidelines addressing building massing and scale, enhanced architectural treatment, and varied structure design. In addition, the adjacent property owners were notified of the proposed project, staff did not receive any comments as of the writing of the staff report.

SECTION 3. With regard to the request for approval of Minor Variance No. 16MNV01 for the increase of impervious surface within the required front yard from 50% to 77%, based upon oral and written testimony and other evidence received at the public meeting held for the project, and upon studies and investigations made by the Planning Commission and on its behalf, the pursuant to Section 16.72.060 of the Chino Hills Development Code, the Planning Commission does further find as follows:

- A. FINDING: That there are exceptional or extraordinary circumstances or conditions applicable to the property, which does not apply generally to other properties in the same vicinity and zone.

FACT: The shape of the project site is rectangular with a long and narrow lot configuration of 30 feet wide by 136 feet long. The applicants' property is

substandard compared to current R-S Low Density Residential zoning district standards as the property has an area of approximately 4,200 square feet. Properties within the R-S zoning district are required to have an area of at least 7,200 square feet and have a minimum lot width of 50 feet with no minimum lot length requirement. The smaller lot size of the project site constricts the site planning options available to the Applicant, creating exceptional circumstances that constrain development of the property. Therefore, if it were not for these physical constraints, the project site would have additional developable area to provide for adequate site planning to allow for conformance to lot coverage and impervious surface area within the required front yard setback.

- B. FINDING: That such variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same vicinity and zone but which is denied the property in question.

FACT: The minor variance to exceed 50% maximum impervious surface within the required front yard is necessary to allow the Applicant the ability to construct a driveway that is adequate in width for the proposed two-car garage. As discussed in subsection A above, the narrow lot configuration of the project site creates an exceptional/extraordinary circumstance as the Applicant would not be able to construct a typical driveway to serve the proposed two-car garage. The minor variance request will increase the total impervious surface area within the required front yard setback from 50% (225 square feet) to 77% (345 square feet), which is a 27% increase. The Municipal Code permits minor variances to allow more than 50% for impervious surface area within the required front yard for lots that are less than 50 feet wide or irregular shaped. Given the relatively small adjustments needed to accommodate the construction of an adequate driveway for the required two-car garage, the minor variance reasonably preserves the Applicant's property rights that are consistent with other properties in the same vicinity.

- C. FINDING: That the granting of such variance will not be materially detrimental to the public welfare or injurious to properties or improvements in the vicinity.

FACT: The granting of the minor variance will not be materially detrimental to the public welfare in the vicinity of the project site as the variance request will allow an increase in the impervious surface area within the required front yard from 50% to 77%, which is a 27% increase. The Municipal Code permits minor variances to allow more than 50% for impervious surface area within the required front yard for lots that are less than 50 feet wide or irregular shaped. The subject property is 30 feet wide, which limits the Applicant's ability to develop a typical driveway for the required two-car garage without exceeding 50% impervious surface within

the front yard to comply with R-S standards; the minor variance will not be materially detrimental to surrounding uses.

- D. FINDING: That in granting the variance, the spirit and intent of the Development Code will be observed.

FACT: The granting of the minor variance would be consistent with the spirit and intent of the Development Code in that Section 16.72.20 of the Development Code requires that a minor variance be filed when an applicant requests a deviation to exceed 50% impervious surface within the front yard on a property that has a lot width of less than 50 feet or with an irregular frontage, as reasonably required to provide a driveway and walkway. The subject property is 30 feet wide, which limits the Applicant's ability to develop a typical driveway for the required two-car garage without exceeding 50% impervious surface within the front yard to comply with R-S standards. Further, the granting of the minor variance will allow the construction of a single-family home with an adequate driveway for the required two-car garage that meets the City's residential design guidelines.

- E. FINDING: That the variance does not grant special privilege to the applicant.

FACT: There are exceptional circumstances that exist on the property relative to its size, as described above, and the variance grants no special privileges because without these exceptional circumstances there would be more than adequate developable land to develop a single-family home to comply with impervious surface area within the required front yard setback.

- F. FINDING: That the variance request is consistent with the General Plan of the City of Chino Hills.

FACT: The Development Code, which is a tool that is used for implementation for the City's General Plan, provides a process for a minor variance request when there are exceptional or extraordinary circumstances or conditions applicable to the property, which do not apply generally to other properties in the same vicinity and zone. The project site has exceptional or extraordinary circumstances or conditions applicable to the property as indicated in subsection A above, which do not apply generally to other properties in the same vicinity and zone. The variance request is consistent with the City of Chino Hills General Plan.

SECTION 4. With regard to the request for approval of Major Variance No. 16MJV01 for the 1-foot reduction in width for interior clear space for a two-car garage (19 feet wide by 20 feet long) and a 1-foot 9-inch reduction in building separation on

adjoining lots (8 feet 3 inches), based upon oral and written testimony and other evidence received at the public meeting held for the project, and upon studies and investigations made by the Planning Commission and on its behalf, the pursuant to Section 16.70.060 of the Chino Hills Development Code, the Planning Commission does further find as follows:

- A. FINDING: That there are exceptional or extraordinary circumstances or conditions applicable to the property, which does not apply generally to other properties in the same vicinity and zone.

FACT: As discussed above, the width of the lot constricts the site planning options available to the Applicant. The subject property is approximately 4,200 square feet in size and has a lot width of 30 feet. Due to the small and narrow shape of the project site and in order for the proposed home to meet the minimum 5-foot side yard setbacks, the required two-car garage must be built at a smaller size with the exterior of the garage measuring 20 feet wide by 21 feet long (19 feet wide and 20 feet long for the interior space and 6-inch walls on each side). The narrow configuration of the property does not afford additional space that would allow the applicant to construct a garage that complies with the minimum interior clear space requirement for a two-car garage as well as comply with the required side yard setbacks. Regarding building separation, the adjoining lot has an existing structure that has a 3'-3" setback from the side property line, which was constructed prior to the City's incorporation. The placement of the adjoining property structure does not allow for the subject property to maintain the 10-foot building separation when developed at the required 5-foot side yard setbacks. Therefore, if it were not for these physical constraints, the project site would have additional developable area to provide for adequate site planning to allow for conformance of the minimum two-car garage interior clear space and building separation requirements.

- B. FINDING: That such variance is necessary for the preservation and enjoyment of substantial property rights possessed by other properties in the same vicinity and zone but which is denied the property in question.

FACT: Without a major variance approval, the applicant would not be able to build a single-family home that is comparable in size and quality to other homes with the same lot size in the same neighborhood. The proposed project site is located in the Small Lot Overlay District. The Small Lot Overlay District was established to provide special development standards for subdivisions where substandard lots have been created through previous subdivision activity. The Small Lot Overlay District is applied to areas in Chino Hills predominated by lots or parcels legally established prior to the adoption of the Chino Hills Development Code which were not created through the use of the planned development process and where lots do not meet the 7,200-square foot minimum lot

size criteria as contained in the Development Code (Chapter 16.32 Small Lot Overlay District). The property could not meet the required side setback requirements without a reduction of the interior garage space by 1'-0" and without the reduction of the building separation by 1'-9". Other properties in the surrounding neighborhood do not contain a garage and/or are not in compliance with the provisions of Sections 16.32.030.C and 16.34.070.B. The granting of this major variance will allow the applicant to construct a single-family home at the required side setbacks with a slightly reduced building separation and construct a two-car garage that is slightly smaller than the minimum requirement as required for new single-family homes. The granting of this major variance will also allow the new proposed home to comply with the required side yard setbacks in compliance with the Municipal Code. The major variance reasonably preserves the Applicant's property rights.

- C. FINDING: That the granting of such variance will not be materially detrimental to the public welfare or injurious to properties or improvements in the vicinity.

FACT: The granting of the major variance will not be materially detrimental to the public welfare in the vicinity for the following reason. The applicant is requesting a 1'-0" reduction in the width of the interior clear space to provide the required two-car garage with the exterior of the garage measuring 20 feet wide by 21 feet long (19 feet wide and 20 feet long for the interior space and 6-inch walls on each side). The applicant is also requesting a 1'-9" reduction in building separation on adjoining lots where 10 feet is required. The subject property is zoned R-S Low Density Residential, but the property size is substandard. With the substandard project size and the reduced side yard setback on the adjacent property located at 15329 Monterey Avenue, the Applicant is only able to propose a custom home that meets the minimum 5-foot side yard setbacks on the project site, but is not able to meet the required interior clear space dimensions of 20' x 20' for a two-car garage nor meet the minimum 10-foot building separation between adjoining lots to develop the property to comply with R-S and Small Lot Overlay District standards; the major variance will not be materially detrimental to surrounding uses.

- D. FINDING: That in granting the variance, the spirit and intent of the Development Code will be observed.

FACT: The granting of the major variance would be consistent with the spirit and intent of the Development Code in that Section 16.70.020 of the Development Code requires that a major variance be filed when an applicant requests any change not classified as a minor variance, which is the reduction of the two-car garage interior clear space by 1'-0" and a 1'-9" reduction in building separation for adjoining lots. Further, the granting of

the major variance will allow the construction of a single-family home with an attached two-car garage that meets the City's residential design guidelines. Therefore, granting of the major variance would be consistent with the intent of the Development Code in that the project will allow the construction of a single-family home that meets the City's residential design guidelines.

- E. FINDING: That the variance does not grant special privilege to the applicant.

FACT: There are exceptional circumstances that exist on the project site relative to its size as well as existing structure placement on the neighboring lot, as described in subsection A above. The major variance grants no special privileges because without these exceptional circumstances there would be more than adequate developable land to accommodate a two-car garage that complied with the 20' x 20' interior clear space requirement as well as complied with the minimum 10-foot building separation requirement.

- F. FINDING: That the variance request is consistent with the General Plan of the City of Chino Hills.

FACT: The Development Code, which is a tool that is used for implementation for the City's General Plan, provides a process for a major variance request when there are exceptional or extraordinary circumstances or conditions applicable to the property, which do not apply generally to other properties in the same vicinity and zone. The project site has exceptional or extraordinary circumstances or conditions applicable to the property as indicated in subsection A above. The major variance request is consistent with the City of Chino Hills General Plan.

SECTION 5. Based on the findings and conclusions set forth above, the Planning Commission hereby approves Custom Home Design Review No. 423, Minor Variance No. 16MNV01 and Major Variance No. 16MJV01 pursuant to Sections 16.10.050, 16.20.090, Section 16.70.060, and Section 16.72.060 of the Chino Hills Development Code, subject to the Conditions of Approval dated March 15, 2016, and labeled as Exhibit "A" incorporated into this resolution by this reference, and the Project Plans on file with the Planning Commission Secretary.

SECTION 6. The Planning Commission Secretary shall certify the adoption of this resolution.

ADOPTED AND APPROVED this 15th day of March 2016.

GARY LARSON, CHAIRMAN

ATTEST:

KAREN PULVERS
PLANNING COMMISSION SECRETARY

APPROVED AS TO FORM:

ELIZABETH M. CALCIANO
ASSISTANT CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss.
CITY OF CHINO HILLS)

I, KAREN PULVERS, Planning Commission Secretary of the City of Chino Hills, do hereby certify that the foregoing Resolution No. PC 2016-__ was duly passed and adopted at a regular meeting of the Chino Hills Planning Commission held on the 15th day of March 2016, by the following roll call vote, to wit:

AYES: COMMISSION MEMBERS:

NOES: COMMISSION MEMBERS:

ABSENT: COMMISSION MEMBERS:

KAREN PULVERS
PLANNING COMMISSION SECRETARY



CITY OF CHINO HILLS
Conditions of Approval
Design Review No. 423
Minor Variance No. 16MNV01
Major Variance No. 16MJV01
15333 Monterey Avenue

Community Development Department

1. The project construction shall be in substantial conformance with Exhibit "B" as approved by the Planning Commission. No modification to the Site Plan, Design Plan, or the Conditions of Approval for the Design Review shall be permitted without the approval of the Community Development Director or his/her designee.
2. Prior to the final inspection of the project, irrigation and landscaping shall be installed within the front yard.
3. This project has been determined to be exempt from the California Environmental Quality Act pursuant to Sections 15303(a) and 15061(b)(3), of the CEQA Guidelines; a Notice of Exemption will be mailed to the County Clerk of the Board upon approval by the Planning Commission. Within two (2) days of approval by the Planning Commission, the applicant shall submit to the Planning Division a check for the filing fee applicable to this notice in the amount of \$50.00, payable to the "Clerk of the Board".

Engineering Department

4. Project shall construct frontage improvements along Monterey Avenue or pay Road Trust Fees.
5. Encroachment permit shall be required for any improvements constructed within public right of way.
6. Proposed residential unit must be connected to public water and sewer system.

Chino Valley Independent Fire District

7. A minimum of two (2) sets of plans shall be submitted separately for each of the following listed items to the Fire District for review, approval and permit prior to any installation or work being done. Approved plans must be maintained at the worksite during construction. Fees are due at the time of submittal.
 - a. Building Construction – a current fire flow is required to be submitted with the plans. Submitted plans to the Fire District shall include a scaled site plan showing the closest fire hydrant on Mystic Canyon Drive.
 - b. Fire Sprinkler Systems, designed by C16 contractor or registered engineer.
8. Minimum Fire flow required is 1,500 gallons per minute for proposed home.

Pham Residence

Design Review No. DR423, Minor Variance No. 16MNV01
and Major Variance No. 16MJV01

Conditions of Approval

END OF SEQUENTIAL CONDITIONS

Project Manager: Michael Hofflinger

PHAM'S RESIDENCE

NEW 2-STORY SINGLE FAMILY RESIDENCE

APN#1028-114-48-0000

15333 MONTEREY AVE, CHINO HILLS, CA 91709

DRAWING SYMBOLS	SCOPE OF WORK	PROJECT INFORMATION	CONTACT INFORMATION	SHEET INDEX																													
<div><div><div>①</div><div>DOOR NUMBER</div></div><div><div>②</div><div>WINDOW NUMBER</div></div><div><div><div><div>SECTION NUMBER</div></div></div><div><div><div><div>SHEET NUMBER</div></div></div><div><div><div><div>DETAIL NUMBER</div></div></div><div><div><div><div>SHEET NUMBER</div></div></div></div><div><div><div><div>REVISION W/ CLOUD AROUND REVISED AREA</div></div></div><div><div><div><div>NOTE SYMBOL</div></div></div><div><div><div><div>GROUND COVER</div></div></div><div><div><div><div>SHRUBS</div></div></div><div><div><div><div>EXIST. YELL TREE TO REMAIN</div></div></div><div><div><div><div>NORTH SIGN</div></div></div><div><div><div><div>LAVATORY</div></div></div><div><div><div><div>WATER CLOSET</div></div></div><div><div><div><div>URINE</div></div></div><div><div><div><div>SINGLE DOOR</div></div></div><div><div><div><div>DOUBLE DOOR</div></div></div><div><div><div><div>WINDOW</div></div></div><div><div><div><div>EXIST. WALL TO REMAIN</div></div></div><div><div><div><div>EXIST. WALL TO BE REMOVED</div></div></div><div><div><div><div>NEW WALL</div></div></div><div><div><div><div>WOOD, FRAMING (CONTINUOUS MEMBER)</div></div></div><div><div><div><div>WOOD, FRAMING (INTERRUPTED MEMBER)</div></div></div><div><div><div><div>EARTH</div></div></div><div><div><div><div>CONCRETE</div></div></div><div><div><div><div>PLYWOOD</div></div></div><div><div><div><div>GYPSUM BOARD, PLASTER</div></div></div><div><div><div><div>STUCCO</div></div></div><div><div><div><div>INSULATION, BATT</div></div></div></div></div></div><div>PROPOSED NEW 2-STORY HOUSE: - 2,004 SF. LIVING AREA - 143 SF. PORCH AREA - 542 SF. 2-CAR GARAGE/LAUNDRY AREA</div></div></div></div></div></div></div></div></div></div></div></div></div></div></div></div></div></div></div></div></div></div></div></div></div>	<div><div>PROJECT DATA:</div><div>APN: 1028-114-48-0000 LOT: 11 TRACT: 2562 BLOCK: 6 ZONE: SMALL LOT OVERLAY LOT SIZE: 4,200 SF. OCCUPANCY: R.3/U TYPE OF CONSTRUCTION: V-B APPLICABLE 2013 CBC, CBC, CBC, CPC & CEC. 2013 CALIFORNIA ENERGY EFFICIENCY STANDARD CODES (EECS). CITY OF CHINO HILLS MUNICIPAL BUILDING CODE.</div><div>PROPOSED: FIRST FLOOR LIVING AREA: 927 SF. SECOND FLOOR LIVING AREA: 1,077 SF. PORCH AREA: 143 SF. 2-CAR GARAGE/LAUNDRY: 542 SF. TOTAL FOOTING AREA: 1,612 SF. TOTAL LIVING AREA: 2,004 SF.</div><div>LOT COVERAGE: $\frac{927+143+542}{4,200} \times 100 = 38.35\% \text{ OK} < 40\%$ $\frac{927+1,077}{4,200} \times 100 = 47.71\%$</div><div>IMPERVIOUS SURFACE AREA W/IN FRONT YARD SETBACK: 30' x 15' = 450 SF (CONCRETE SURFACE 50% MAX) 450 SF. x 50% = 225 SF. MAX.</div><div>PROPOSED: LANDSCAPING AREA: 15' x 2 x 15' = 105 SF. CONCRETE AREA: 23' x 15' = 345 SF.</div><div>CONCRETE AREA RATIO: $\frac{345}{450} \times 100 = 76.66\%$ (MINOR VARIANCE BE REQUIRED)</div></div>	<div><div>OWNER:</div><div>TRAN PHAM 334 W. SANTA FE AVE., PLACENTIA, CA 92670 E-MAIL: PDP686GGMAIL.COM</div><div>APPLICANT:</div><div>STEVEN LETRAN 1745 W. ORANGEWOOD AVE., SUITE 214, ORANGE, CA 92668 E-MAIL: STEVEN@SLPDDESIGNINC.COM TEL: (626)-552-2553</div><div>PROJECT CONTACT:</div><div>PROJECT DESIGNER: STEVEN LETRAN (626)-552-2553 STRUCTURAL ENGINEER: LAM NGUYEN, P.E. (714)-292-5481 GRADING ENGINEER: HARRY TRAN, P.E. (714)-487-7037 GEOLOGICAL ENGINEER: LAN PHAM, P.E. (714)-414-9215</div></div>	<table><tr><th>NUM.</th><th>SHEET</th><th>DESCRIPTION</th></tr><tr><td>01</td><td>T.1</td><td>PROJECT INFORMATION</td></tr><tr><td>02</td><td>T.2</td><td>3D RENDERING</td></tr><tr><td>03</td><td>A.1</td><td>SITE PLAN</td></tr><tr><td>04</td><td>A.2</td><td>1st & 2nd FLOOR PLANS</td></tr><tr><td>05</td><td>A.3</td><td>ELEVATIONS</td></tr><tr><td>06</td><td>A.3a</td><td>COLOR ELEVATIONS</td></tr><tr><td>07</td><td>A.4</td><td>ROOF PLAN & SECTIONS</td></tr><tr><td>08</td><td>01</td><td>EXISTING TOPO MAP</td></tr><tr><td>09</td><td>02</td><td>GRADING PLAN & EROSION CONTROL PLAN</td></tr></table>	NUM.	SHEET	DESCRIPTION	01	T.1	PROJECT INFORMATION	02	T.2	3D RENDERING	03	A.1	SITE PLAN	04	A.2	1st & 2nd FLOOR PLANS	05	A.3	ELEVATIONS	06	A.3a	COLOR ELEVATIONS	07	A.4	ROOF PLAN & SECTIONS	08	01	EXISTING TOPO MAP	09	02	GRADING PLAN & EROSION CONTROL PLAN
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DESIGNED BY:
SLP DESIGN & ASSOCIATES INC.
1745 W. ORANGEWOOD AVE., SUITE 214
ORANGE, CA 92668
TEL: (714) 602-3595
FAX: (714) 292-4878
WEB PAGE: WWW.SLPDESIGNINC.COM

ENGINEER:
STRUCTURAL DESIGN
LAN NGUYEN
P.O. BOX 2764
ORANGE, CA 92669

SEAL:

PROJECT NAME:
PHAM'S RESIDENCE
NEW 2-STORY SINGLE FAMILY HOUSE
APN #1028-114-48-0000
15333 MONTEREY AVE.
CHINO HILLS, CA 91709

SHEET TITLE:
01 ---
02 ---
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05 ---
06 ---
07 ---
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09 ---

REVISIONS:
 FEB. 01, 2016

DATE: DEC. 24, 2014
JOB NO.: 00000000
DRAWN BY: SL
CHECKED BY: AS NOTED
SCALE: AS NOTED
SHEET: T.1
OF --- SHEETS

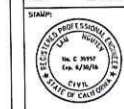


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PROJECT PERSPECTIVE

DESIGNED BY:
SLP DESIGN & ASSOCIATES INC.
1745 W. ORANGEWOOD AVE., SUITE 214
ORANGE, CA 92668
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FAX: (714) 202-4878
WEB PAGE: WWW.SLPDESIGNINC.COM

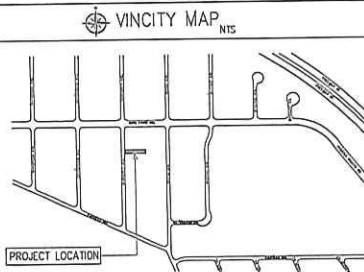
ENGINEER:
STRUCTURAL DESIGN
LAW NGUYEN
P.O. BOX 2764
ORANGE, CA 92659



PROJECT NAME:
**PHAM'S RESIDENCE
NEW 2-STORY SINGLE FAMILY HOUSE**
APN #1028-114-48-0000
15333 MONTEREY AVE.
CHINO HILLS, CA 91709

SHEET TITLE	
01	---
02	---
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REVISIONS	
1	FEB. 01, 2016
2	---
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DATE	DEC. 24, 2014
JOB NO.	8000500H
DRAWN	SL
CHECKED	SL
SCALE	AS NOTED
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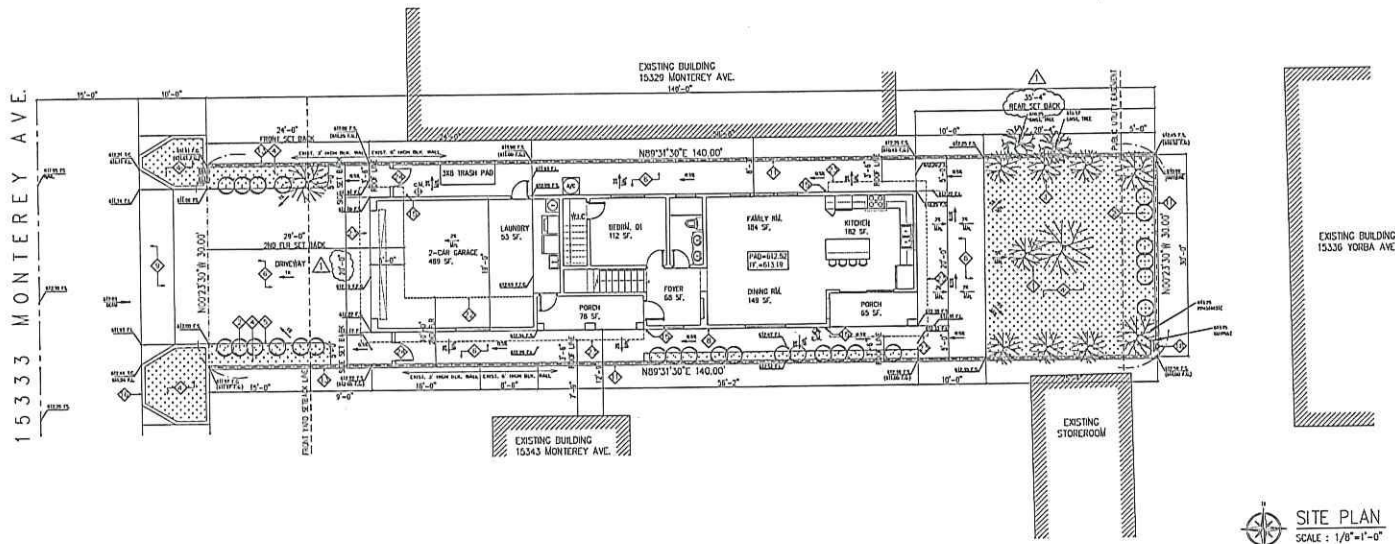


NOTES

1. WORKING HOURS ARE 7 AM. TO 8 PM, M-F; 9 AM TO 8 PM, SATURDAY; NO SUNDAY OR LEGAL HOLIDAYS.
2. BASEMENTS, HABITABLE ATTICS AND SLEEPING ROOMS SHALL HAVE AT LEAST ONE OPERABLE EMERGENCY ESCAPE AND RESCUE OPENING (R310.1)
 - a. MINIMUM NET CLEAR OPENING OF 5.7 SF.
 - b. MINIMUM 5.7 SF. FOR GRADE-LEVEL OPENINGS. SEE DEFINITION OF "GRADE FLOOR OPENING."
 - c. MINIMUM NET CLEAR OPENING WIDTH OF 20 INCHES.
 - d. MINIMUM NET CLEAR HEIGHT OF 24 INCHES.
 - e. SILL HEIGHT OF NOT MORE THAN 44 INCHES ABOVE THE FLOOR.
3. CONTRACTOR VERIFIES THE EXISTING CONDITION AND DIMENSION ON SITE.
4. PROVIDE HOUSE STREET NUMBER VISIBLE AND LEGIBLE FROM STREET.
5. THE DISCHARGE OF POLLUTANTS TO ANY STORM DRAINAGE SYSTEM IS PROHIBITED. NO SOLID WASTE, PETROLEUM BYPRODUCTS, SOIL PARTICULATE, CONSTRUCTION WASTE MATERIALS, OR WASTEWATER GENERATED ON CONSTRUCTION SITES OR BY CONSTRUCTION ACTIVITIES SHALL BE PLACED, CONVEYED OR DISCHARGED INTO THE STREET, GUTTER OR STORM DRAIN SYSTEM.

SITE PLAN LEGEND

DESCRIPTION	SIZE	QTY.	DESCRIPTION
SELECT ONE OF THE FOLLOWING SPECIES: CARROTWOOD, CALIFORNIA SYCAMORE, GRAPFOL PEAR, ORNAMENTAL PLUM, CRAPMYRTLE OR AMERICAN SWEETGUM.	20 GAL.		EXIST. 3' HIGH PAINTED W/1. FENCE
SHRUBS	5 GAL.		EXIST. 3' HIGH CONCRETE BLOCK WALL
GROUND COVER	FLATS		EXIST. TREE TO BE REMOVED
LAWN: MARATHON TREE	500		INSTALL DOWNSPOUT, SEE DETAIL #11/SD.3
PLANTER BOUNDARY			EXIST. 6" CONC. CURB TYP.
CONCRETE SURFACE			EXIST. CONC. WALKWAY TO BE REMAIN
EXIST. STRUCTURE TO BE DEMOLISHED UNDER SEPARATE PERMIT			EXIST. POWER POLE
PROPOSED STRUCTURE			SPRINKLER IRRIGATION SYSTEM CONTROL BOX
DRIVEWAY APPROACH PER CITY STANDARD			USC FENCE MODEL 785 BACKFLOW PREVENTION
BUILDING ADDRESS NUMBER TO COMPLY WITH CBC R319			CONSTRUCT DRAIN INLET
EXIST. 6" HIGH CONCRETE BLOCK WALL			SECOND FLOOR LINE
			ROOF LINE
			BROUGHT IRON & WOOD GATE



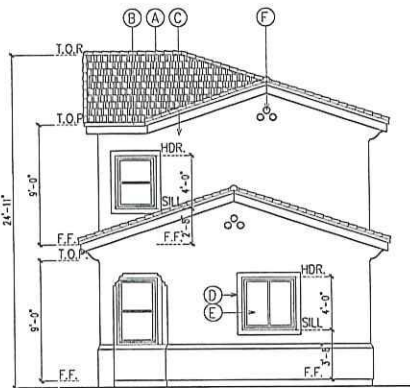
DESIGNED BY:
S.L.P. DESIGN & ASSOCIATES INC.
1745 W. ORANGEWOOD AVE., SUITE 214
ORANGE, CA 92668
TEL: (714) 602-3595
FAX: (714) 202-4878
WEB PAGE: WWW.SLPDESIGN.COM

ENGINEER:
STRUCTURAL DESIGN
LAI NGUYEN
P.O. BOX 2764
ORANGE, CA 92659
STAMP:
REGISTERED PROFESSIONAL
IN THE STATE OF CALIFORNIA
CIVIL
No. C 31957
Exp. 4/30/19

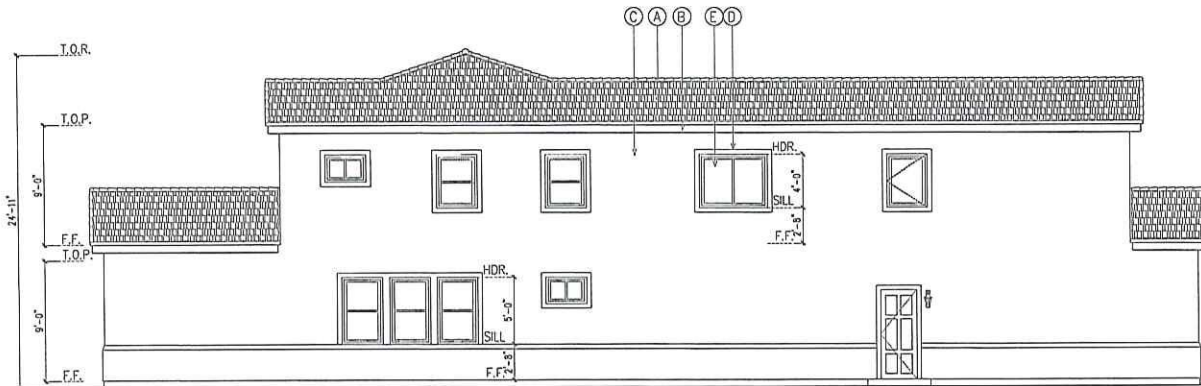
PROJECT NAME:
PHAM'S RESIDENCE
NEW 2-STORY SINGLE FAMILY HOUSE
ASB #1028-114-48-0000
15333 MONTEREY AVE.
CINDO HILLS, CA 91709

SHEET TITLE
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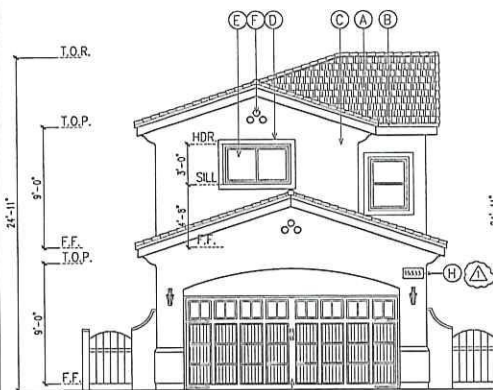
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JOB NO. DR000000
DRAWN BY: SL
CHECKED BY: SL
SCALE: AS NOTED
SHEET: A.1
OF --- SHEETS



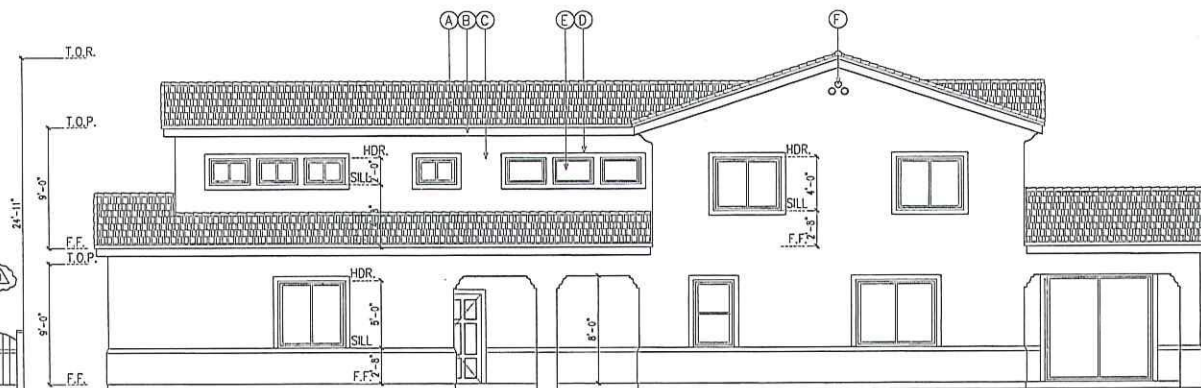
EAST ELEVATION
SCALE: 1/4"=1'-0"



NORTH ELEVATION
SCALE: 1/4"=1'-0"



WEST ELEVATION
SCALE: 1/4"=1'-0"



SOUTH ELEVATION
SCALE: 1/4"=1'-0"

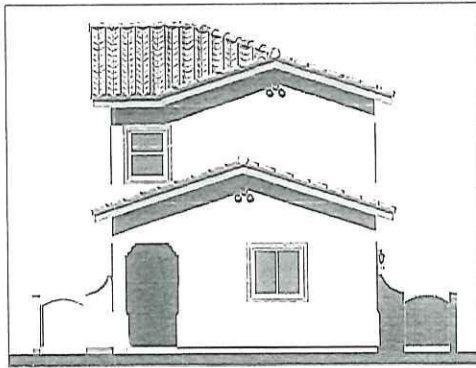
ELEVATION LEGEND	
DESCRIPTION	COLOR & NOTES
① CONCRETE COOL TILE CLASS "A" OR EQUAL BY EAGLE ROOFING TILE INC., ICC #CSR-1,900	CAPISTRANO #3506 VALLEJO RANGE
② PAINTED WOOD RAFTER FASIA (BY BERN)	SMOKSTACK (N220-3M)
③ STUCCO TYP. (BY LA HABRA STUCCO)	SILVERADO 820 (48) BASE 200
④ STUCCO PAINTED TRIM (BY BERN)	SMOKSTACK (N220-3M)
⑤ VINYL TRIMMED WINDOW TYP.	WHITE
⑥ PAINTED CORNICE, RENT (BY BERN)	BROWN
⑦ MTL. PAINTED GARAGE DOOR	WHITE
⑧ PROJECT ADDRESS NUMBER PLATE	BLACK/WHITE

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GRANGE, CA 92665
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WEB PAGE: WWW.SLPDESIGNINC.COM

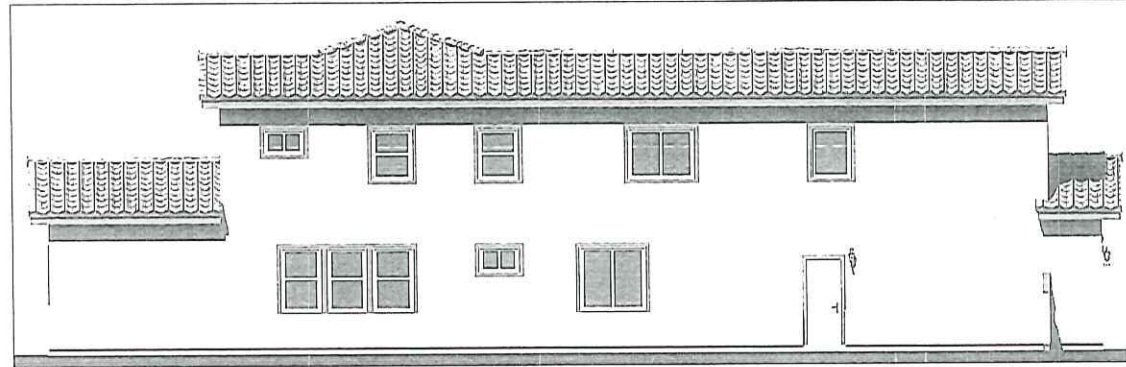
ENGINEER:
STRUCTURAL DESIGN
LAM NGUYEN
P.O. BOX 2764
GRANGE, CA 92659
STAMP:
REGISTERED PROFESSIONAL ENGINEER
IN THE STATE OF CALIFORNIA
No. C 1087
Exp. 12/31/2018

PROJECT NAME:
PHASE 2 RESIDENCE
NEW 2-STORY SINGLE FAMILY HOUSE
APN #0228-114-48-0000
15333 MONTEREY AVE.
CHINO HILLS, CA 91709

SHEET TITLE	
01	---
02	---
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REVISIONS	
1	FEB. 01, 2018
DATE	DEC. 24, 2014
JOB NO.	00000000
DRAWN	SL
CHECKED	SL
SCALE	AS NOTED
SHEET	A.3
OF --- SHEETS	



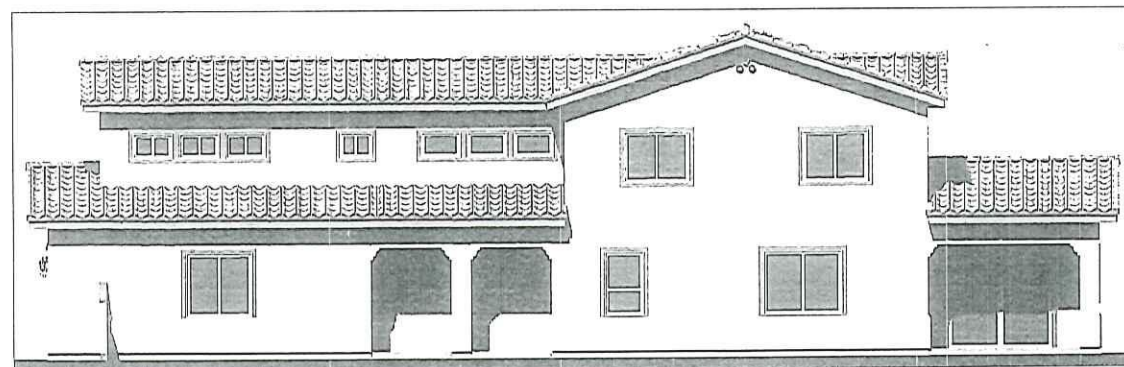
EAST ELEVATION



NORTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION

DESIGNED BY:
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ORANGE, CA 92668
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
ENGINEER:
STRUCTURAL DESIGN
LAM NGUYEN
P.O. BOX 2764
ORANGE, CA 92659
STAMP: REGISTERED PROFESSIONAL ENGINEER
No. C-2077
Exp. 12/31/2016
CIVIL
STATE OF CALIFORNIA










PROJECT NAME:
PAPA'S RESIDENCE
NEW 2-STORY SINGLE FAMILY HOUSE
APN #1028-114-48-0000
15333 MONTEREY AVE.
CHINO HILLS, CA 91709

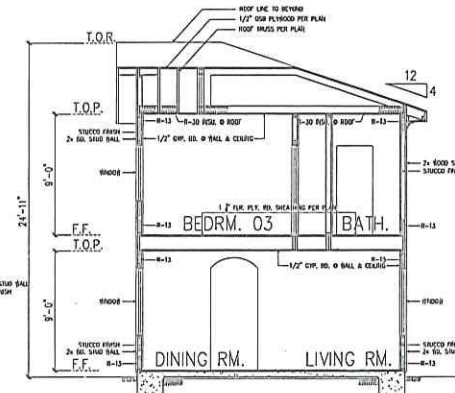
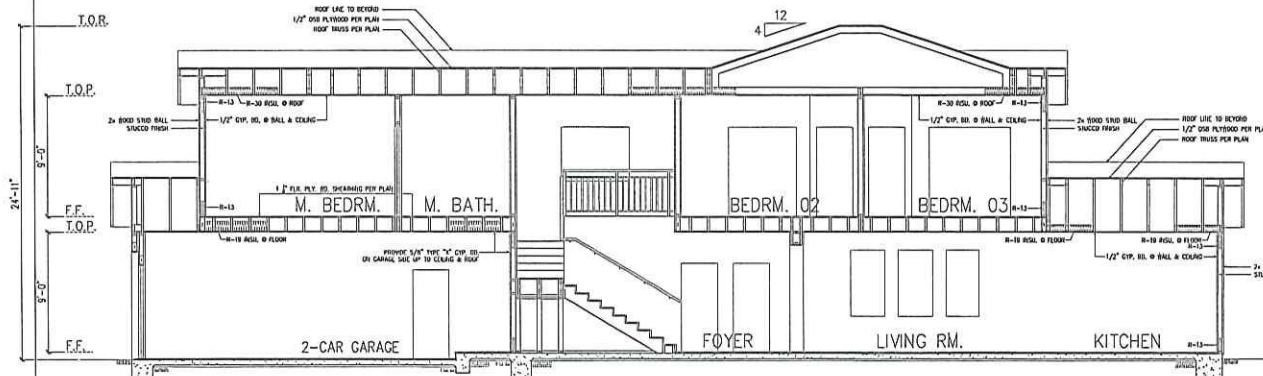
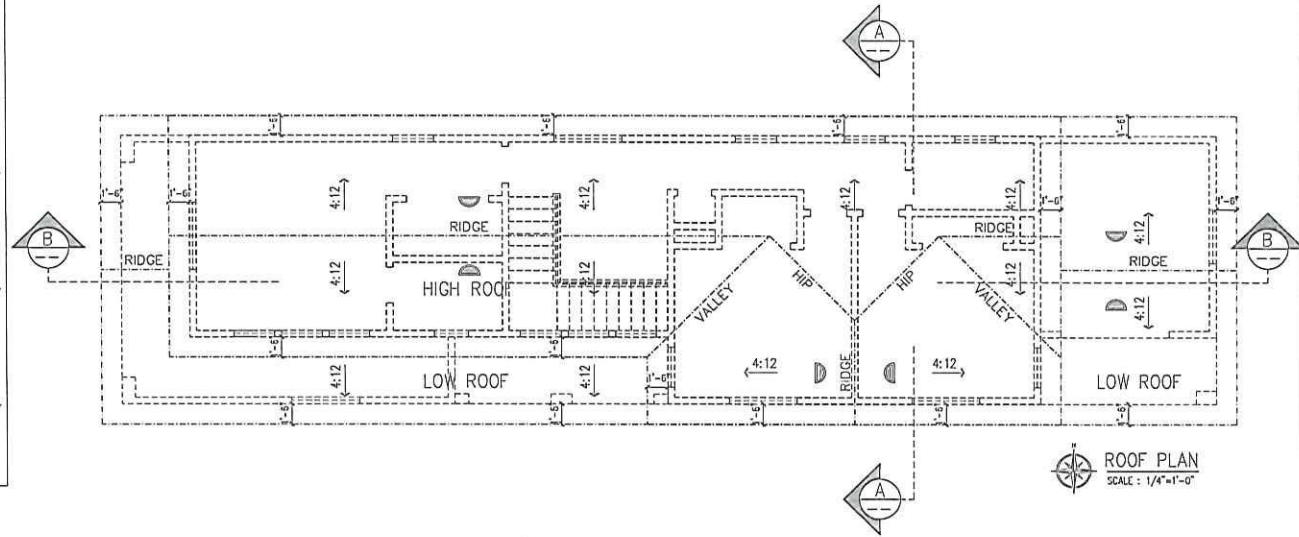
SHEET TITLE:
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REVISIONS:
FEB. 01, 2016
FEB. 01, 2016
FEB. 01, 2016
FEB. 01, 2016

DATE: DEC. 24, 2014
JOB NO.: DDDCS80H
DRAWN: SL
CHECKED: SL
SCALE: AS NOTED
SHEET: A.3a
OF: 10 SHEETS

ATTIC VENTILATION REQUIREMENTS

1. THE REQUIRED VENTILATION AREA RATIO IS 1/150 OF ATTIC AREA WITH 50% OF THE REQUIRED OPENINGS IS PROVIDED BY VENTILATORS IN THE UPPER PORTION OF THE SPACE TO BE VENTED AND AT LEAST 3- FEET ABOVE THE EAVE. THE BALANCE OF THE REQUIRED VENTILATION SHALL BE PROVIDED BY EAVE OR CORNICE VENTS.
2. OPENINGS SHALL HAVE 1/4" CORROSION RESISTANT METAL MESH COVERING.
3. REQUIRED 100 50 INCHES (0.695 SF) FOR FAU VENTILATION IN ATTIC.
4. SEE  OR  ON ROOF PLAN FOR LOCATION OF VENTS.

- A - FRONT LOW ROOF: $\frac{270.03 \text{ S.F.}}{150} = 1.84 \text{ S.F. REQUIRED}$**
- PROVIDING 0.92 S.F. OF REQUIRED FOR CIRCLE DORMERS OR CORNICES (50% OF REQUIRED).
 - 3 FT ABOVE EAVE VENTS.
 - USE (00) 24" DIA.  HALF CIRCLE DORMERS (0.92 S.F. EA.)
 - USE (01) 12"x18"  CORNICE VENT (1.50 S.F. EA.)
 - PROVIDING 0.92 S.F. OF REQUIRED FOR EAVE VENTS (50% OF REQUIRED).
 - USE (02) 6"x12"  SCREENS AT BULKY ATTIC VENT (0.5 S.F. EA.)
- B - REAR LOW ROOF: $\frac{260 \text{ S.F.}}{150} = 1.74 \text{ S.F. REQUIRED}$**
- PROVIDING 0.87 S.F. OF REQUIRED FOR CIRCLE DORMERS OR CORNICES (50% OF REQUIRED).
 - 3 FT ABOVE EAVE VENTS.
 - USE (00) 24" DIA.  HALF CIRCLE DORMERS (0.92 S.F. EA.)
 - USE (00) 12"x18"  CORNICE VENT (1.50 S.F. EA.)
 - PROVIDING 0.87 S.F. OF REQUIRED FOR EAVE VENTS (50% OF REQUIRED).
 - USE (02) 6"x12"  SCREENS AT BULKY ATTIC VENT (0.5 S.F. EA.)
- B - HIGH ROOF: $\frac{1,077.50 \text{ S.F.}}{150} = 7.88 \text{ S.F. REQUIRED}$**
- PROVIDING 3.94 S.F. OF REQUIRED FOR CIRCLE DORMERS OR CORNICES (50% OF REQUIRED).
 - 3 FT ABOVE EAVE VENTS.
 - USE (00) 24" DIA.  HALF CIRCLE DORMERS (0.92 S.F. EA.)
 - USE (00) 12"x18"  CORNICE VENT (1.50 S.F. EA.)
 - PROVIDING 3.94 S.F. OF REQUIRED FOR EAVE VENTS (50% OF REQUIRED).
 - USE (02) 6"x12"  SCREENS AT BULKY ATTIC VENT (0.5 S.F. EA.)







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ENGINEER
STRUCTURAL DESIGN
LAW NGUYEN
P.O. BOX 2764
ORANGE, CA 92659

STAMP:


PROJECT NAME:
**PLANS RESIDENCE
NEW 2-STORY SINGLE-FAMILY HOUSE**
APN #1028-114-48-0000
15333 MONTEREY AVE.
CHINO HILLS, CA 91709

SHEET FILE	
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JOB NO.	00000000
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CHECKED	SL
SCALE	AS NOTED
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GENERAL NOTES

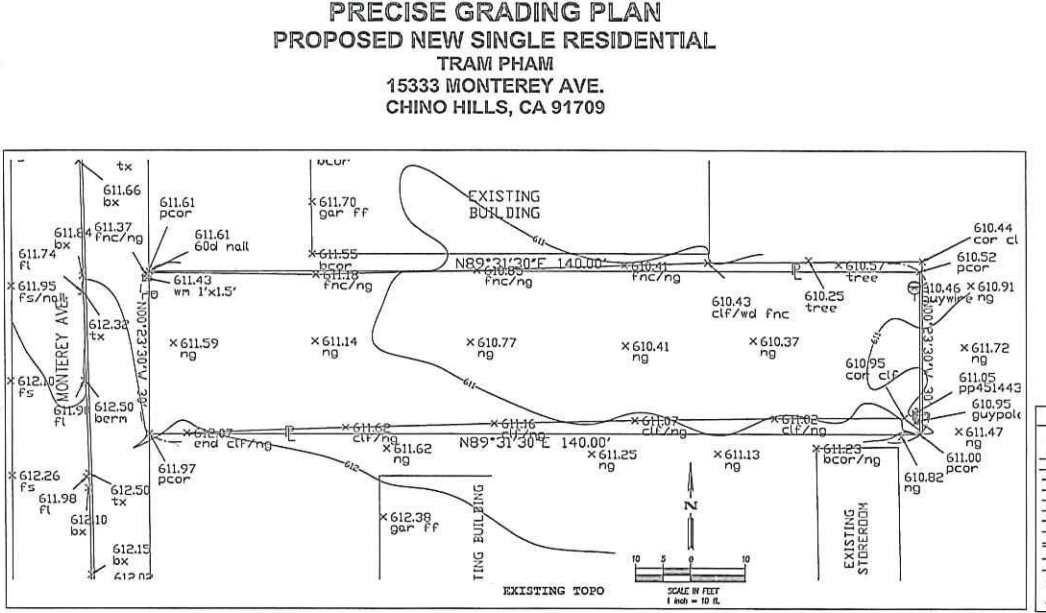
1. ALL GRADING SHALL BE COMPLETED IN ACCORDANCE WITH THE APPROVED GRADING PLAN, THE CITY OF CHINO HILLS DEVELOPMENT CODE, CHAPTER 10 OF THE UNIFORM BUILDING CODE (LATEST EDITION), AND PRELIMINARY SOILS REPORT DATED 02/01/2018 UNDER THE DIRECTION AND SUPERVISION OF A LICENSED SOILS ENGINEER. DEVIATIONS FROM THE APPROVED GRADING PLAN SHALL BE SUBMITTED AND APPROVED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. THE HOURS OF OPERATION SHALL BE FROM 8:00 AM TO 5:00 PM MONDAY THROUGH FRIDAY. OTHER HOURS SHALL REQUIRE WRITTEN AUTHORIZATION FROM THE CITY ENGINEER OR CITY BUILDING OFFICIAL.
3. NO WORK SHALL BE UNDERTAKEN WITHOUT OBTAINING A PERMIT FROM THE CITY. THE SITE SUPERINTENDENT OR FOREMAN SHALL NOTIFY THE ENGINEERING INSPECTOR (909) 384-2779 AT LEAST 48 HOURS IN ADVANCE OF ANY INSPECTIONS REQUIRED.
4. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY PUBLIC IMPROVEMENTS DAMAGED AS A RESULT OF CONSTRUCTION AS REQUIRED BY THE PUBLIC WORKS INSPECTOR.
5. ANY MATERIAL INCORPORATED AS PART OF THE COMPACTED FILL SHALL BE APPROVED BY THE SOILS ENGINEER. INSPECTION AND CERTIFICATION OF FILL PLACEMENT SHALL BE PROVIDED BY THE SOILS ENGINEER DURING THE PROCESS OF GRADING. NO ROCK OR BRIMAR MATERIAL, GREATER THAN 10 INCHES IN DIAMETER SHALL BE PLACED IN THE FILL UNLESS RECOMMENDED BY THE SOILS ENGINEER. MATERIAL GREATER THAN 10 INCHES IN DIAMETER SHALL BE PLACED IN THE FILL UNLESS RECOMMENDED BY THE SOILS ENGINEER. MATERIAL GREATER THAN 10 INCHES IN DIAMETER SHALL BE PLACED IN THE FILL UNLESS RECOMMENDED BY THE SOILS ENGINEER.
6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES OR STRUCTURES, ABOVE OR BELOW GROUND, SHOWN OR NOT SHOWN ON THESE PLANS. THE ENGINEER SHALL BE NOTIFIED OF ANY CONFLICTS AND CONSTRUCTION ALTERATIONS AND FILLER REDESIGNED LATER. CORRECTIVE MEASURES HAVE BEEN APPROVED BY THE CITY ENGINEER.
7. ANY UNKNOWN SUBSURFACE STRUCTURES ENCOUNTERED DURING CONSTRUCTION SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE SOILS ENGINEER AND THE CITY ENGINEER PRIOR TO PROCEEDING WITH GRADING OPERATIONS.
8. MAXIMUM FILL ELEVATION SHALL NOT EXCEED 2.0 FEET UNLESS APPROVED BY THE SOILS ENGINEER. FILL SLOPES SHALL NOT HAVE LESS THAN 3:1 HORIZONTAL TO 1 VERTICAL RATIO AS DETERMINED BY ASTM D 1587 AND CERTIFIED BY THE SOILS ENGINEER. TOES OF SLOPES SHALL BE LOCATED PER CHAPTER 10 OF THE UNIFORM BUILDING CODE, LATEST EDITION.
9. AN ENCROACHMENT PERMIT SHALL BE REQUIRED FOR ANY CONSTRUCTION WITHIN THE PUBLIC RIGHT OF WAY.
10. AN AS-BUILT OR RECORD DRAWING OF THE GRADING PLAN SHALL BE SUBMITTED BY THE DEVELOPER ALONG WITH A ROUGH GRADE CERTIFICATION PRIOR TO ISSUANCE OF ANY BUILDING PERMIT.
11. NO WATER SHALL BE OBTAINED FROM ANY CITY FIRE HYDRANT WITHOUT THE USE OF AN AUTHORIZED HYDRANT METER.
12. THE CITY ENGINEER MAY REQUIRE PROTECTIVE MEASURES AND/OR TEMPORARY DRAINAGE PROVISIONS TO PROTECT ADJACENT PROPERTIES DURING GRADING OPERATIONS AND PERIODS OF HEAVY RAINFALL. EROSION CONTROL PLANS SHALL BE APPROVED FOR THE PROJECT PRIOR TO OCTOBER 15, 2018. ALL PROVISIONS OF THE EROSION CONTROL PLAN SHALL BE IN PLACE BETWEEN OCTOBER 15 AND APRIL 15, OR AS DIRECTED BY THE CITY ENGINEER DURING PERIODS OF HEAVY RAINFALL.
13. RETAINING WALLS SHOWN ON THE GRADING PLANS REQUIRE A SEPARATE PERMIT FROM BUILDING DEPARTMENT.
14. APPROVAL OF THESE PLANS BY THE CITY OF CHINO HILLS DOES NOT RELIEVE THE CONTRACTOR OR THE APPLICANT OF THE RESPONSIBILITY FOR CORRECTION OF ERRORS OR OMISSIONS DISCOVERED DURING CONSTRUCTION. UPON REQUEST, THE APPLICANT SHALL SUBMIT TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.
15. ALL GRADING OPERATIONS SHALL BE CONDUCTED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS TO MINIMIZE EROSION DURING THE CONSTRUCTION OF THE PROJECT. THE CITY ENGINEER SHALL BE NOTIFIED OF ANY CONFLICTS AND CONSTRUCTION ALTERATIONS AND FILLER REDESIGNED LATER. CORRECTIVE MEASURES HAVE BEEN APPROVED BY THE CITY ENGINEER.
16. THE DEVELOPER SHALL BE RESPONSIBLE FOR SUBMITTING TO THE CITY PRIOR TO ANY CONSTRUCTION ACTIVITY A WATER PERMIT FOR THE PROJECT. THE DEVELOPER SHALL BE RESPONSIBLE TO COMPLY WITH THE GENERAL CONSTRUCTION ACTIVITY WATER PERMIT BY THE CITY ENGINEER. THE DEVELOPER SHALL BE RESPONSIBLE TO COMPLY WITH THE GENERAL CONSTRUCTION ACTIVITY WATER PERMIT BY THE CITY ENGINEER.
17. ALL EXISTING BRUSH OR OTHER DESTRUCTIBLE MATERIALS SHALL BE REMOVED FROM THE SITE AND REPOSED OF PROPERLY PRIOR TO COMMENCEMENT OF GRADING OPERATIONS.
18. ALL ORGANIC MATERIAL AND DEBRIS SHALL BE STRIPPED PRIOR TO GRADING OPERATIONS AND REMOVED FROM ANY AREAS THAT ARE TO RECEIVE STRUCTURES OR ENGINEERED FILL.
19. AREAS TO RECEIVE FILL SHALL BE PROPERLY PREPARED AND BENCHMARKED AND APPROVED BY THE SOILS ENGINEER AND CITY ENGINEER PRIOR TO THE PLACEMENT OF FILL.
20. THE STOCKPILES OF ANY EXCESS MATERIAL SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO EXCAVATION.
21. THE DESIGN ENGINEER HAS CONSIDERED THE GRADING OF THE PROJECT. THE DESIGN ENGINEER HAS CONSIDERED THE GRADING OF THE PROJECT. THE DESIGN ENGINEER HAS CONSIDERED THE GRADING OF THE PROJECT.
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26. WHEN PADS ARE BROUGHT TO MEAN GRADE, THE ENGINEERING GEOLOGIST SHALL DETERMINE IF THE BEDROCK IS EXTENSIVELY FRACTURED OR FACED AND WILL HEAVILY INFLUENCE WATER. IF CONSIDERED NECESSARY BY THE ENGINEERING GEOLOGIST AND SOILS ENGINEER, A COMPACTED FILL BLANKET WILL BE PLACED.
27. SURVEY MONUMENTS SHALL BE PROTECTED AND PERPETUATED IN PLACE. ANY DISTURBED OR COVERED MONUMENTS SHALL BE RESET BY A REGISTERED CIVIL ENGINEER OR LAND SURVEYOR.
28. COMPACTION TEST REPORTS SHALL BE SUBMITTED TO THE CITY OF CHINO HILLS BUILDING AND SAFETY AND APPROVAL OBTAINED PRIOR TO FUNDATION INSPECTION.
29. THE COMPACTION TEST REPORT APPROVAL FROM THE SOILS ENGINEER SHALL INDICATE THE TYPE OF FIELD TESTING PERFORMED. EACH TEST SHALL BE IDENTIFIED WITH THE METHOD OF OBTAINING THE IN PLACE DENSITY, WHETHER SAND CONE OR DRYING RING AND SHALL BE SO NOTED FOR EACH TEST. SUFFICIENT SAMPLES FOR DETERMINATION SHALL BE PERFORMED TO VERIFY THE ACCURACY OF THE MAXIMUM DENSITY CURVES USED BY THE FIELD TECHNICIAN.
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CUT: 150 CUBIC YARDS FILL: 200 CUBIC YARDS
THE UNDERSIGNED CIVIL ENGINEER ACCEPTS THE RESPONSIBILITY FOR PROFESSIONAL INSPECTIONS IN ACCORDANCE WITH SECTION 311 OF THE UNIFORM BUILDING CODE. THE CIVIL ENGINEER SHALL BE RESPONSIBLE FOR THE PREPARATION OF REVISED PLANS AND SUBMISSION OF AS-BUILT PLANS UPON COMPLETION OF THE GRADING.

SIGNATURE: _____ REC. NO. _____ EXPIRES _____ DATE _____

Underground Service Alert
Call: TOLL FREE 811
www.call811.com
TWO WORKING DAYS BEFORE WORK STARTS

CITY OF CHINO HILLS
ENGINEERING DEPARTMENT
14000 CITY CENTER DRIVE
CHINO HILLS, CA 91709
TEL: (909) 384-2779
FAX: (909) 384-2729
www.chinohills.ca



EROSION CONTROL NOTES

1. EROSION CONTROL SHALL BE REQUIRED FOR GRADING OPERATIONS DURING THE RAINY SEASON, OCTOBER 15TH THROUGH APRIL 15TH.
2. SLOPES CONSTRUCTED PRIOR TO OCTOBER 1ST SHALL BE TREATED FOR EROSION CONTROL PRIOR TO OCTOBER 15TH. SLOPES CONSTRUCTED AFTER OCTOBER 1ST SHALL BE TREATED FOR EROSION CONTROL AS CONSTRUCTION PROGRESSES.
3. THE DESIGN CIVIL ENGINEER SHALL SUPERVISE AND ASSURE EROSION CONTROL WORK IS IN ACCORDANCE WITH THE APPROVED PLANS.
4. IN CASE OF EMERGENCY, CALL (RESPONSIBLE PERSON) (PHONE NUMBER) (ON-HOLD TELEPHONE) (ON-HOLD TELEPHONE).
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL PREVENT THE ESPRESSO OF IMPOUND WATER ON PUBLIC AREAS ON THE CREATION OF HAZARDOUS CONDITIONS.
6. THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS SO THAT RUNOFF IS CONTAINED WITHIN THE PROJECT AREA OR CHANNELLED INTO THE STORM DRAIN SYSTEM WHICH SERVED THE RUNOFF AREA. STORM RUNOFF FROM ONE AREA SHALL NOT BE DELETED TO ANOTHER AREA.
7. NO CHANGES TO EXISTING OR NATURAL DRAINAGE COURSES SHALL BE PERMITTED DURING THE RAINY SEASON UNLESS THE APPROVED DRAINAGE FACILITIES HAVE BEEN COMPLETED.
8. CLEANING AND GRUBBING SHALL BE LIMITED TO AREAS THAT WILL RECEIVE IMMEDIATE GRADING. EROSION CONTROL MEASURES SHALL BE REQUIRED AND MAY INCLUDE: GRAVED DITCHES, BRUSH BARBERS AND SALT FENCING. CARE SHALL BE EXERCISED TO PRESERVE VEGETATION BEYOND THE LIMITS OF GRADING.
9. DRAINAGE BASINS SHALL BE CONSTRUCTED AS INDIVIDUAL HOUSING GRADING AREAS ARE COMPLETED.
10. GRADED AREAS AROUND THE TRACT PERMITTER SHALL DRAIN AWAY FROM THE TOE OF SLOPES AT THE CONCLUSION OF EACH WORKING DAY.
11. TEMPORARY EROSION PROTECTION SHALL BE REQUIRED FOR UNCOMPLETED SLOPES PRIOR TO PERMANENT PLANTINGS.
12. FILL AREAS, DURING PERIOD OF COMPLETION PRIOR TO FILL, GRASS, SHALL BE PROTECTED TO PREVENT EROSION AND THE ILLATION OF DOWNSTREAM PROPERTY. PROTECTION MEASURES MAY INCLUDE TEMPORARY DRAIN DOWNS USING PIPES OR PAVED DITCHES WITH PROTECTED OFF-RAMP AREA. SOILS THAT FORMER CHECK DAMS, SAND BAGS PROTECTED BY NETS NOT YET BROUGHT TO GRADE AND APPROPRIATE CHANNEL GRADING TO DIRECT RUNOFF AWAY FROM AREAS WHERE EARTHWORK IS NOT UNDERWAY.
13. PROJECT AREAS AS WELL AS NEIGHBORING PROPERTY AREAS SHALL RETAIN FIRE ACCESS AT ALL TIMES.
14. EQUIPMENT AND PERSONNEL FOR EMERGENCY WORK SHALL BE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON. NECESSARY MATERIALS SHALL BE AVAILABLE AT CONSTRUCTION LOCATIONS DURING RAIN PERIODS.
15. REMOVABLE PROTECTIVE DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5-DAY RAIN PROBABILITY FORECAST EXCEEDS 40 PERCENT.
16. DEVICES SHALL NOT BE MOVED OR MODIFIED WITHOUT APPROVAL FROM THE CITY ENGINEER OR PUBLIC WORKS INSPECTOR.
17. AFTER A WINDSTORM, SALT AND DEBRIS SHALL BE REMOVED FROM CHECK DAMS, SALT FENCES AND OTHER IMPACTED AREAS.
18. AN UPDATED COPY OF THIS PLAN SHALL BE KEPT AVAILABLE TO THE CITY AT THE PROJECT SITE.
19. INFORMATION ON THIS PLAN IS FOR EROSION CONTROL ONLY. THE CITY ENGINEER MAY NOTIFY THIS PLAN AS NECESSARY.
20. APPROVAL OF THIS PLAN DOES NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITIES TO HIS SITE OR ADJACENT PROPERTIES. TEMPORARY EROSION CONTROL SHALL INCLUDE CONSTRUCTION MEASURES NECESSARY TO PREVENT, CONTROL, AND ABATE WATER, WIND AND EROSION DAMAGE TO PUBLIC OR PRIVATE PROPERTY IMPACTED BY HIS CONSTRUCTION ACTIVITIES.
21. APPROVAL OF THIS PLAN SHALL NOT RELIEVE THE DEVELOPER OF THE RESPONSIBILITY FOR THE CORRECTION OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. UPON REQUEST, THE REQUIRED REVISIONS SHALL BE SUBMITTED FOR APPROVAL.

BASIS OF BEARINGS:
COORDINATES SHOWN ARE BASED ON THE TRACT MAP NO. 2562, RECORDED IN BOOK 36, PAGE 64 OF MISCELLANEOUS BOOK

ENGINEER:
LY PHAM, P.E.
RCE 63301
Exp. 9/30/2018
2018 CIVIL
ADDRESS: CHINO HILLS, CA 91709
TEL: (909) 401-8837

REVISIONS

CITY OF CHINO HILLS
ENGINEERING DEPARTMENT
APPROVED BY: _____
DATE: _____
SIGNED BY: _____
DATE: _____
ASSISTANT CITY ENGINEER

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS:

THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THE CONTRACTOR SHALL TAKE PRECAUTIONS OF ALL RECORDED UTILITIES AS WELL AS ANY NOT SHOWN AND SHALL CONFIRM ALL ALIGNMENTS AND DEPTHS BY FIELD INVESTIGATIONS.

SPECIAL NOTE FROM PRIVATE ENGINEER TO CONTRACTOR:

THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES THAT ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES THAT ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES THAT ARE NOT SHOWN ON THESE PLANS.

OWNER
TRAM PHAM
15333 MONTEREY AVE.
CHINO HILLS, CA 91709
TEL: 909-666-1217

SHEET INDEX
TITLE
EROSION & GRADING PLAN SR.2
SHEET 1 OF 2

TITLE SHEET AND GENERAL NOTES
15333 MONTEREY AVE.
CHINO HILLS, CALIFORNIA

136/152



NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION

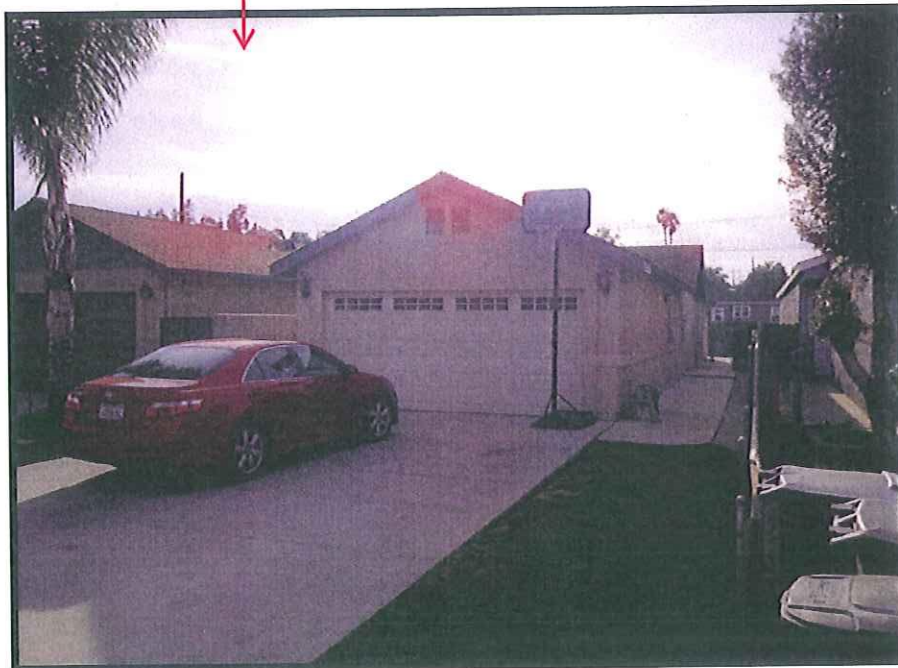
**PHAM RESIDENCE
CUSTOM HOME DESIGN REVIEW NO. 423
MINOR VARIANCE NO. 16MNV01
MAJOR VARIANCE NO. 16MJV01
15333 MONTEREY AVENUE
PHOTO OF PROJECT SITE**



**PHAM RESIDENCE
CUSTOM HOME DESIGN REVIEW NO. 423
MINOR VARIANCE NO. 16MNV01
MAJOR VARIANCE NO. 16MJV01
15333 MONTEREY AVENUE
PHOTO OF PROJECT SITE**



**PHAM RESIDENCE
CUSTOM HOME DESIGN REVIEW NO. 423
MINOR VARIANCE NO. 16MNV01
MAJOR VARIANCE NO. 16MJV01
15333 MONTEREY AVENUE
SURROUNDING PROPERTY PHOTOS**



15346 Yorba Avenue

Exhibit "D"

**PHAM RESIDENCE
CUSTOM HOME DESIGN REVIEW NO. 423
MINOR VARIANCE NO. 16MNV01
MAJOR VARIANCE NO. 16MJV01
15333 MONTEREY AVENUE
SURROUNDING PROPERTY PHOTOS**



15329 Monterey Avenue

Exhibit "D"

**PHAM RESIDENCE
CUSTOM HOME DESIGN REVIEW NO. 423
MINOR VARIANCE NO. 16MNV01
MAJOR VARIANCE NO. 16MJV01
15333 MONTEREY AVENUE
SURROUNDING PROPERTY PHOTOS**



15343 Monterey Avenue

Exhibit "D"

**PHAM RESIDENCE
CUSTOM HOME DESIGN REVIEW NO. 423
MINOR VARIANCE NO. 16MNV01
MAJOR VARIANCE NO. 16MJV01
15333 MONTEREY AVENUE
SURROUNDING PROPERTY PHOTOS**



15318 Monterey Avenue

Exhibit "D"

**PHAM RESIDENCE
CUSTOM HOME DESIGN REVIEW NO. 423
MINOR VARIANCE NO. 16MNV01
MAJOR VARIANCE NO. 16MJV01
15333 MONTEREY AVENUE
SURROUNDING PROPERTY PHOTOS**



15319 Monterey Avenue

Exhibit "D"

AFFIDAVIT OF MAILING

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss.
CITY OF CHINO HILLS)

I, Michael Hofflinger, do hereby certify before the Planning Commission of the City of Chino Hills that a copy of the Public Meeting Notice for Custom Home Design Review No. 423, Minor Variance No. 16MNV01 and Major Variance No. 16MJV01 was mailed to each and every person set forth on the attached list on the 2nd of March 2016. A copy of said Notice is attached hereto. Mailing of this document was completed by placing a copy of said document in an envelope, with postage prepaid, and depositing same in the U.S. Mail at Chino Hills, California.

I declare under penalty of perjury that the foregoing is true and correct.

Dated at Chino Hills, California, this 2nd of March 2016.



Michael Hofflinger, Associate Planner

PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the Planning Commission of the City of Chino Hills will hold a public hearing on Tuesday, March 15, 2016, at 7:00 p.m., in the Council Chambers of the City Hall, 14000 City Center Drive, Chino Hills, CA, to consider the following project .

CASE NO.: Design Review No. DR423, Minor Variance No. 16MNV01 & Major Variance No. 16MJV01

APPLICANT: Steven Letran

PROPOSAL: A request from Steven Letran for approval of Custom Home Design Review 423, Minor Variance No. 16MNV01 and Major Variance No. 16MJV01 for the construction of a 2,004-square foot, two-story, single-family detached home with an attached 522-square foot two-car garage located in the R-S Low Density Residential Small Lot Overlay Zoning District. The request for Minor Variance No. 16MNV01 and Major Variance 16MJV01 are for the following:

Minor:

- To permit an increase in the maximum allowed coverage by impervious surfaces within the front yard setback from 50% to 77%.

Major:

- To permit a 1-foot width reduction for the required 20' x 20' interior clear space for a two car garage.
- To permit an 8'3" building separation on adjacent property where 10' is required.

LOCATION: The project site is located at 15333 Monterey Avenue, between Bird Farm Road and FairwayBoulevard.

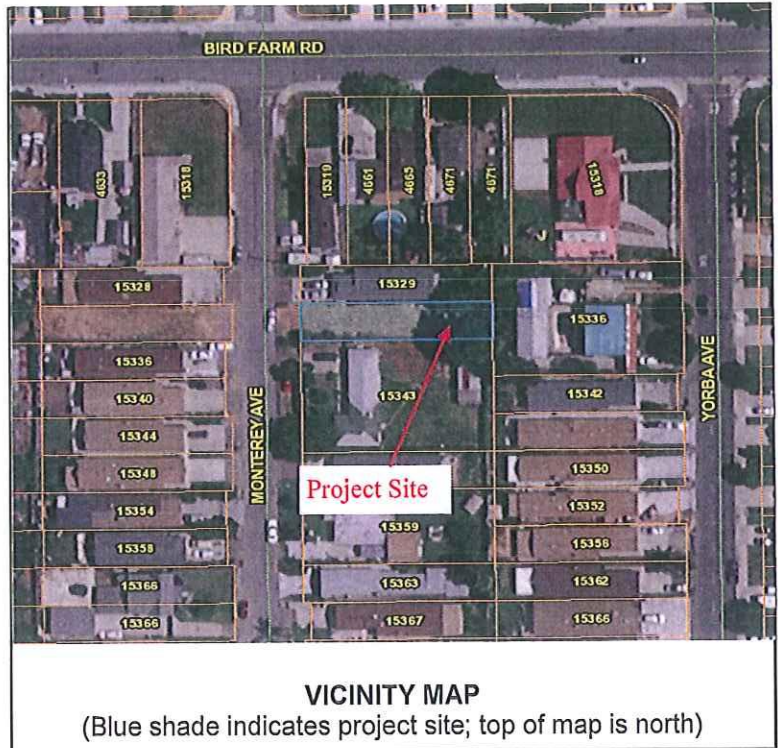
A.P.N.: 1028-115-48

ENVIRONMENTAL REVIEW: A determination has been made that the proposed project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15303(a) (New Construction or Conversion of Small Structures) of said Act. The project consists of the construction of one (1) new single-family residence in a residential zoning district. Further, staff has determined with certainty that the project does not have the potential to cause a negative impact on the environment pursuant to CEQA Guidelines Section 15061(b)(3), the "common sense" exemption. The project development plans and all other documents referenced herein are available for public review at the City of Chino Hills Community Development Department at 14000 City Center Drive, Chino Hills, during the following hours: Monday through Thursday from 7:30 a.m. to 5:30 p.m. and Friday from 7:30 a.m. to 4:30 p.m.

STAFF: Michael, Hofflinger, Associate Planner

NOTICE IS HEREBY FURTHER GIVEN that if you challenge the above described project in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City at, or prior to, the public hearing .

ALL PERSONS INTERESTED are invited to be present at the public hearing and encouraged to give testimony at the time and place indicated above. Additional information regarding this project may be obtained from Michael Hofflinger, Associate Planner with the Community Development Department at mhofflinger@chinohills.org or (909) 364-2777.



Signature: Michael Hofflinger, Associate Planner

Date: March 2, 2016

1025-512-39 1
GERALD & BARBARA BRIDGEFORD
15289 YORBA AVE
CHINO HILLS CA 91709

1025-533-01 2
JAMES & MARY COLE
13082 9TH ST
CHINO CA 91710

1025-533-04 3
MICHAEL L HENC
4628 BIRD FARM
CHINO HILLS CA 91709

1025-533-05 4
BRIAN BELL
4626 BIRD FARM RD
CHINO HILLS CA 91709

1025-533-41 5
JACQUELINE AVILA
4634 BIRD FARM RD
CHINO HILLS CA 91709

1025-534-01 6
MEDINA RICHARD LIVING TR
12227 ELDERBERRY
CHINO CA 91710

1025-534-02 & 03 7-8
LAWRENCE A WEDELL
P O BOX 2014
MONTCLAIR CA 91763

1025-534-04 9
RAMIRO MEDINA
4680 BIRD FARM RD
CHINO HILLS CA 91709

1025-534-05 10
ILDIKO E MC DANIEL
15679 PINTO WAY
CHINO HILLS CA 91709

1025-534-09 11
CONCEPCION M GARCIA
4658 BIRD FARM RD
CHINO HILLS CA 91709

1025-534-45 12
DE LA CERDA FAMILY TR
4664 BIRD FARM RD
CHINO HILLS CA 91709

1025-534-46 13
SUN STEPHEN FAMILY TR
4670 BIRD FARM RD
CHINO HILLS CA 91709

1028-113-05 14
ANDRES & ROSALINDA FIGUEREDO
15318 MONTEREY AVE
CHINO HILLS CA 91709

1028-113-06 15
REBECCA & ROBERT SMITH
15328 MONTEREY AVE
CHINO HILLS CA 91709

1028-113-07 16
ROBERT & MARIA DE LA MORA
14045 WEEPING WILLOW LN
FONTANA CA 92337

1028-113-08 17
GABRIEL & GABRIELA MIHAILA
15336 MONTEREY AVE
CHINO HILLS CA 91709

1028-113-09 18
JAMILA A MOORE
15340 MONTEREY AVE
CHINO HILLS CA 91709

1028-113-10 19
BRIDGET LANE
15344 MONTEREY AVE
CHINO HILLS CA 91709

1028-113-11 20
TEK & PARBATI SHAHI BISTA
15348 MONTEREY AVE
CHINO HILLS CA 91709

1028-113-12 21
GILBERTO LUNA
15354 MONTEREY AVE
CHINO HILLS CA 91709

1028-113-13 22
DONA & WAYNE MASTIN
15358 MONTEREY AVE
CHINO HILLS CA 91709

1028-113-14 & 15 23-24
MIGUEL & ANDREA HERNANDEZ
15366 MONTEREY AVE
CHINO HILLS CA 91709

1028-113-16 25
RAUL HERNANDEZ OCHOA
15370 MONTEREY AVE
CHINO HILLS CA 91709

1028-113-17 26
ZARATE EDWARD JR & EDYTH
15374 MONTEREY AVE
CHINO HILLS CA 91709

1028-113-30 27
REYNOLD WANG
15367 CARMELITA AVE
CHINO HILLS CA 91709

1028-113-31 28
GARY ASHFORD TR
15363 CARMELITA AVE
CHINO HILLS CA 91709

1028-113-32 29
REALTY, LLC J-GREEN
15327 CARMELITA AVE
CHINO HILLS CA 91709

1028-113-33 30
CYNTHIA BRANDHOFER
15369 CARMELITA AVE
CHINO HILLS CA 91709

1028-113-34-36,38 31-34
GARY ASHFORD TR
15327 CARMELITA AVE
CHINO HILLS CA 91709

1028-113-37 35
RAYMOND & MONIKA DILLER
15329 CARMELITA AVE
CHINO CA 91709

1028-113-39 36
JOSE & MARIA FLORES
4633 BIRD FARM RD
CHINO HILLS CA 91709

1028-113-40 37
JAVIER & ELENA RAMOS
4611 BIRD FARM RD
CHINO CA 91709

1028-114-01 38
STEVEN & BRENDA JENCKS
15319 MONTEREY AVE
CHINO HILLS CA 91709

1028-114-02 & 03 39-40
JESSE & CECILIA LIZARRAGA
4665 BIRD FARM RD
CHINO CA 91709

1028-114-04 & 05 41-42
MARY S HERNANDEZ
4671 BIRDFARM RD
CHINO CA 91709

1028-114-06 43
AMPELIO P MARQUEZ
15318 YORBA AVE
CHINO HILLS CA 91709

1028-114-10 44
SKYEFIELD LLC
2970 BLAKEMAN AVE
ROWLAND HEIGHTS CA 91748

1028-114-11 45
JAMES & KRISTINA BURDETT
13190 MC KINLEY AVE
CHINO CA 91710

1028-114-12 46
ERIKA J LARIZ
15350 YORBA AVE
CHINO HILLS CA 91709

1028-114-13 47
CARLOS A VILLEGAS
15352 YORBA AVE
CHINO HILLS CA 91709

1028-114-14 48
YUAN LUNG HUNG
15356 YORBA AVE
CHINO HILLS CA 91709

1028-114-15 49
CHRISTOPHER & ANNA CABILDO
15362 YORBA AVE
CHINO CA 91709

1028-114-16 50
ANDREW W PALKO
15366 YORBA AVE
CHINO HILLS CA 91709

1028-114-17 51
LARRY & CHARLENE GILBERT
15370 YORBA AVE
CHINO HILLS CA 91709

1028-114-18 52
JAMES & CHRISTINE KILTON
631 WATSON BRANCH DR
FRANKLIN TN 37064

1028-114-19 53
SERGIO & SARA ROJO
15380 YORBA AVE
CHINO CA 91710

1028-114-38 54
SANTOS & SUSAN YAO
15381 MONTEREY AVE
CHINO HILLS CA 91709

1028-114-39 55
REMEDIOS CORMIER
15375 MONTEREY AVE
CHINO HILLS CA 90241

1028-114-40 56
JAMES & MARY COLE
13082 9TH ST
CHINO CA 91710

1028-114-41 57
GAOS BI YU LIV TR
851 TERRACE LN EAST #1
DIAMOND BAR CA 91765

1028-114-42 58
BRIAN & MELINDA MORGAN
15363 MONTEREY AVE
CHINO HILLS CA 91709

1028-114-43 59
ERNEST & VEVA M DAY
15359 MONTEREY AVE
CHINO HILLS CA 91709

1028-114-44 60
LILIA RANJEL
15351 MONTEREY AVE
CHINO HILLS CA 91709

1028-114-48 61
TRAN PHAM
1745 W ORANGEWOOD AVE 214
ORANGE CA 92868

1028-114-49 62
MARIA DEL REFUGIO CORTEZ
15329 MONTEREY AVE
CHINO HILLS CA 91709

1028-114-50 63
FINANCIAL INC ANDRADE
2060 E ROUTE 66 #101
GLEN DORA CA 91740

1028-114-51 64
ROBERT & STEPHANIE NEFF
15336 YORBA AVE
CHINO HILLS CA 91709

1028-121-47 65
DAVID M CAMERON
15371 YORBA AVE
CHINO HILLS CA 91709

1028-121-48 66
WILLIAM & JANE JACKSON
15365 YORBA AVE
CHINO HILLS CA 91709

1028-121-49 & 50 67-68
ZHOU ZHOU
16719 CATENA DR
CHINO HILLS CA 91709

1028-121-51 69
PHILLIP W PRATTS
15347 YORBA AVE
CHINO HILLS CA 91709

1028-121-52 70
LUIS & GLORIA RODRIGUEZ
15341 YORBA AVE
CHINO HILLS CA 91709

1028-121-53 71
KATHLEEN & LARRY FOUTS
4091 ALFORD CIR
YORBA LINDA CA 92886

1028-121-54 72
CHUL BAE HUH
15329 YORBA AVE
CHINO HILLS CA 91709

1028-121-55 73
CHRISTOPHER & TESSIE ABBOTT
15323 YORBA AVE
CHINO HILLS CA 91709

1028-121-56 74
FELIX DELGADILLO
4713 BIRD FARM RD
CHINO CA 91709

1028-121-57 75
GUADALUPE RAMIREZ
4719 BIRD FARM RD
CHINO CA 91710